

Board Special Meeting

2445 – 3rd Avenue South, Seattle WA 98134



Audit & Finance Committee Agenda

Tuesday, April 18, 2017, 4:30-6:00pm

Board Office Conference Room, John Stanford Center

Agenda

Call to Order

5 mins

1. Roll Call
2. Approval of agenda
3. Approval of March 9, 2017 meeting minutes

Board Action Reports (Discussion and/or Action)

60 mins

1. BAR: Point of Sale System (McKenzie, Intro 5/3/17)
2. BAR: Budget Development and Financial Management System (BDMS) (Berge, Intro 5/3/17)
3. BAR: Policy D140.00-D140.01 (New 6102) District Fundraising (Stone, Intro 5/3/17)
4. BAR: Policy 5201 Drug Free Schools, Community and Workplace (Codd, Intro 5/3/17)
5. BAR: Policy 6022 Economic Stabilization Account- Policy 6022 (Berge, Intro 5/3/17)

Board Policies and Procedures

10 mins

1. Policy 6220 Procurement Update (Fleming)

Special Attention

10 mins

1. Potential RIF Update (Codd)
2. Washington State Risk Management Pool (WSRMP) Update (Berge)

Regular Agenda Items

10 mins

1. Monthly Budget Update (Berge)
2. SMART Goal #4 Budget (Berge)
3. Monthly Financial Status Update (Berge)
4. Committee Annual Work Plan (Berge)

Upcoming Meetings

- May 18, 2017 – Monthly Finance Meeting
- June 8, 2017 – Monthly Finance Meeting

(Please note that this is a working committee. Documents may change before the meeting and/or prior to introduction before the Board. Special meetings of the Board may contain discussion and/or action related to the items listed on the agenda).

Board Special Meeting



2445 – 3rd Avenue South, Seattle WA 98134

Audit & Finance Committee

March 9, 2017, 4:15

Board Office Conference Room, John Stanford Center

Minutes

Call to Order

The meeting was called to order at 4:32. Directors Harris and Director Burke were present. Director Blanford was not present. The meeting was staffed by JoLynn Berge, Assistant Superintendent of Business and Finance, Clover Codd, Assistant Superintendent of Human Resources and Nate Van Duzer, Director of Policy & Board Relations.

1. Approval of Agenda

Approval of agenda was moved by Director Burke, Director Harris seconded the motion.

2. Approval of Minutes

Director Harris requested an amendment to the minutes asking to remove the word “and” next to seconded on the minutes. Director Harris moved the amended meeting minutes for approval, Director Burke seconded. The amended February meeting minutes passed unanimously.

Discussion and/or Action:

I. Special Attention Items

1. Information Only: Policy 6114 Gifts, Grants, Donation & Fundraising Proceeds (Stone)

Director of Grants & Strategic Partnerships, Michael Stone spoke about bringing data to the Board that they had previously requested. Mr. Stone presented comparisons from other districts including Tacoma School District who they have been using as a guide among other districts. Mr. Stone spoke about expanding the policy for more modern day technology based fundraising and looking at how they can set policy and monitor them as best as best as they can. The second part of the presentation was setting up a Superintendents procedure around the steps that will help us monitor the policy. Mr. Stone mentioned that he has several people looking at the procedure for input including Sabrina Burr from the Parent Teacher Student Association (PTSA). Mr. Stone asked for any feedback and then gave next steps. Director Harris asked if Principals' Association of Seattle Schools (PASS) had had a chance for input and Mr. Stone said they had. Assistant Superintendent of Human Resources, Clover Codd suggested that Mr. Stone also ask our Athletic department for input. Mr. Stone said that he would.

2. Information Only: Policy D140.00-D140.01 (NEW 6102) District Funding (Stone) Covered both Information Only items in one.

3. Notification of Contract Exceeding \$250,000: CareerStaff Unlimited (Clancy) Director of Special Education, Michaela Clancy spoke about the reason why the contract exceeded the \$250,000. Ms. Clancy explained that her department needed to

add additional providers to the contract for leave replacements, which took them over the original contract amount. Ms. Clancy went on to say that they are actively hiring and have an early hiring waver from SEA that may help prevent contracts and/or contract overages next school year for unfilled positions.

4. Notification of Contract Exceeding \$250,000: Seneca Family Agencies (Clancy)

Director of Special Education, Michaela Clancy spoke about the agency providing in district day treatment “InTandem” special education services for students in the Original Van Asselt building. The need to extend the contract until to the end of April, led to a modification that would bring the contract close to the \$250,000 mark. If they are not able to place the students in other programs, they will inevitably need to create another modification, which will exceed the \$250,000 amount. The Superintendent of Business and Finance, JoLynn Berge had suggested Ms. Clancy inform the Board of the inevitable increase so the Board is aware of the situation. Director Harris requested Ms. Clancy provide a memo to the Audit & Finance Committee explaining the funding increase breakdown she explained at the meeting.

Follow up: The memo will be attached to the March 9th minutes.

5. Notification of Contract Exceeding \$250,000: Freimund, Jackson, and Tardif (Cerqui)

Deputy General Counsel, John Cerqui spoke about entering into contracts with multiple law firms at the beginning of the year; setting a certain contract amount based on current cases or projected caseloads. Depending on outcomes of lawsuits, some will settle quickly while others will move into extended litigation--which can increase costs. Mr. Cerqui mentioned that Freimund, Jackson, and Tardif currently has 20 matters that they are handling for Seattle Public Schools. Anticipating that some administrative hearings will move forward, Mr. Cerqui projected that this contract will be closer to \$375,000 by the end of the fiscal year.

6. Notification of Contract Exceeding \$250,000: Yarmuth Wilsdon (Cerqui)

Mr. Cerqui spoke about Yarmuth’s services. Because a particular partner left the firm, use of the firm moving forward will be limited. Mr. Cerqui anticipates exceeding the \$250,000 threshold once all invoices are received. Director Harris requested that Mr. Cerqui add an extra column in communications with the Board showing how much Seattle Public Schools (SPS) has spent on litigation. Mr. Cerqui thought it was a good idea and was going to talk it over with General Council, Noel Treat. Director Burke spoke about possibly requesting a cost reduction in light of the exodus of one partner and the predicament that placed on SPS. Mr. Cerqui said he would look into a fee reduction.

7. Head Start Budget Update (Gousie/Toner)

Program Manager of Head Start, Eugene Gousie spoke about bringing updates to the Board regarding their budget development process. The information is pertinent to the grant and budget that will eventually come to the Board for approval. Taking into account the rising cost of the Collective Bargaining Agreement and how it will effect this year’s reductions. Mr. Gousie talked about bringing possible cost reduction ideas to the Policy Council

meeting and giving them time to look over the proposals before they make a final decision in April. The reduction ideas that are on the table are as follows: at Olympic Hills, offering one full day and one part day class; at Roxhill, offering one full day class and two part day classes; at West Seattle, offering one full day class in place of the current two part day classes; and at Broadview-Thomson, offering one full day class and one part day class. The other proposed reduction would come from an administrative position. Director Harris requested a one-page graph showing the reductions that Mr. Gousie is proposing.

II. Regular Agenda

1. Monthly Budget Update (Berge)

Assistant Superintendent of Business & Finance, JoLynn Berge, spoke about there being many questions regarding how the District is going to use the dollars that the Levy cliff bill passing restored. Ms. Berge spoke about scheduling meetings with SEA, PTSA and PASS to get their input and make a decision by the March 29th budget work session. Ms. Berge spoke about being thoughtful in the decision-making. Stating that they are continuing to request that our principals' keep building worst-case scenario budgets just in case.

2. SMART GOAL #4 Budget (Berge) No updates.

3. Monthly Financial Status Update (Berge)

Ms. Berge pointed to the budget document under "Year to Date Actual" on page 7C. Ms. Berge noted that there is a negative \$11,900 in "local non tax". Ms. Berge explained that it is how the counties monthly process of refunds and the timing of when it hits our books.

4. Committee Annual Work Plan (Berge)

Ms. Berge spoke about the Board's request for identifying policy numbers with the old numbering system. Ms. Berge spoke about finding two. One being the policy that Mr. Stone spoke of earlier and the other, F12, Job Sharing policy in Human Resources. Our plan is to update the F12 Job Sharing policy in October. If the board is amendable with this decision than Ms. Berge will move forward to update the work plan. Director Harris said that it was ok with her.

Meeting adjourned at 5:34

Memo to File

From: C. Michaela Clancy, Ed.D. Director of Special Education
CC: JoLynn Berge, Asst. Superintendent Business & Finance
Date: 4/13/2017
Re: Personal Service Contracts through Seneca Family Agencies and CareerStaff Unlimited-
Updates from March 9th Audit and Finance Board Committee review

Seneca Family Agencies has been providing (in)tandem services to Seattle Public Schools students. Details as follows:

Contract Name/Number: Seneca Family Agencies, 75-15480
Original contract date: 11/1/2016 – 1/31/2017 (September and October services were included on a previous contract prior to the RFQ process for a total of \$32,860)
Original contract amount: \$249,000
Modification 1: Adding \$144,400 and extending contract to 6/30/2017

Contract total = \$301,000

CareerStaff Unlimited, Inc is providing the following services:

Contract Name/Number: CareerStaff Unlimited, Inc, 75-15299 (Physical Therapist)
Original contract date: 9/1/2016 – 1/31/2017
Original contract amount: \$56,400
Modification 1: Adding \$56,400 and extending contract to 6/30/2017

Contract total = \$112,800

Contract Name/Number: CareerStaff Unlimited, Inc, 75-15300 (Occupational Therapist)
Original contract date: 9/1/2016 – 1/31/2017
Original contract amount: \$56,400
Modification 1: Changed budget code only
Modification 2: Adding \$56,400 and extending contract to 6/30/2017

Contract total = \$112,800

Contract Name/Number: CareerStaff Unlimited, Inc, 75-15301 (Occupational Therapist)
Original contract date: 9/1/2016 – 1/31/2017
Original contract amount: \$56,400
Modification 1: Changed budget code only
Modification 2: Adding \$56,400 and extending contract to 6/30/2017

Contract total = \$112,800



SCHOOL BOARD ACTION REPORT

DATE: April 18, 2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: JoLynn Berge, Asst. Superintendent Business and Finance, jdberge@seattleschools.org, John Krull, Chief Information Officer, jkrull@seattleschools.org, Carrie McKenzie, Project Manager, clmckenzie@seattleschools.org, Sajal Maheshwari, Senior Project Manager, samaheshwari@seattleschools.org.

For Intro: May 3, 2017
For Action: May 17, 2017

1. TITLE

Approval of Contract RFP02756, Point of Sale System

2. PURPOSE

This Board Action Report recommends approval of contract RFP02756 for a Point of Sale system for use at all individual schools as well as the John Stanford Center for Educational Excellence (JSCEE).

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute contract RFP02756 with My Payment Network, Inc. (i.e. School Pay) in the amount of \$647,000 for a district-wide Point of Sale System from 2017-**YYYY** in the form of the draft Agreement dated May 3, 2017 and attached to this Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

Currently Seattle Public Schools (SPS) relies solely on manual receipting systems to charge, track and collect more than \$9 million annually in cash and checks from students, parents, staff, and organizations across its 99 schools and the JSCEE building. The current system does not have the ability for parents, staff or other customers to see what is owed, make payments online or for the district to accept debit or credit cards.

Prior internal audits reviewing cash handling activities at various schools have found that a lack of a uniform point of sale system creates inefficiencies in cash handling and operating procedures around the district and that each school reviewed had different receipting systems and tracking methodology in place. The internal auditors have recommended the following:

1. Implement a point of sale system to eliminate the need for manual receipts and standardize the schools' receipting systems. A point of sale system would be more efficient and provide greater accountability of school funds.

2. Create a standardized receipting system for both elementary and secondary schools that will serve as a best practice for schools to follow.
3. Unify the expectations and procedures related to cash receipting and accounting between the General Fund and ASB Fund to eliminate confusion, complexity, and risk.

The point of sale system will be used for things like ASB cards, fines, class fees, yearbook fees, etc. There is a separate point of sale system currently in place for nutrition service (school lunch) fees. The School Pay point of sale system also has the capability to replace only the payment function of the nutrition service system potentially creating additional savings. The analysis phase of the project to implement the point of sale system will determine the best approach.

A project team, consisting of members from schools and the central office, was formed to gather requirements and charter the project goals. These goals included finding solutions to the cash receipting issues as well as reducing the amount of cash receipting done in the schools; making the receipting process standardized and transparent; providing parents the ability to know what amounts are owed and why; adding the capability to accept online and in person credit card transactions; and decreasing the time it takes to perform the reconciliation process of payments received to deposits.

The recommended, x year contract (2017 – YYYY) is the result of an advertised competitive solicitation, in which the District sought proposals for a point of sale system for district-wide implementation. During January 2017, a request for proposals (RFP) was created and released to the public on February 14, 2017. Five companies submitted an RFP response in which the top two companies, My Payment Network and In Touch Receipting, were requested to provide an in-person demo of their product. A detailed demo document was created in which it specified the specific online and in person payment scenarios that each company should perform in order to choose the finalist. The in-person demos were held on March 29 and 30 with the finalist notified on April 10, 2017. Since that notification, the final contract has been negotiated and is ready for your approval.

Alternatives: The following alternatives have been considered to address inconsistencies in cash receipting processes at each of the district's locations

1. **Implement a new standardized policy district-wide and manually audit to ensure compliance.** This is not recommended as a new policy does not decrease the amount of inefficient processes or the amount of receipting being done in the schools.
2. **Status Quo (Do Nothing).** This is not recommended as the internal audit identified several issues warranting action.

Research – Not applicable

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$647,060 in expenses. The project costs are detailed in the table below.

Cost by Year	POS Project Costs		
	2016-17	2017-18	2018-19
Start Up	\$ 7,500	\$ -	\$ -
Custom Development	\$ 15,000	\$ 10,000	\$ -
Training	\$ -	\$ -	\$ -
Hardware in Schools	\$ -	\$ 5,000	\$ -
Project Costs	\$ 22,500	\$ 15,000	\$ -
Annual Fee	\$ -	\$ 1,850	\$ 1,850
Transaction Fees	\$ 9,287	\$ 232,184	\$ 309,579
Convenience Fee	\$ -	\$ -	\$ -
Cash and Check Fees	\$ 810	\$ 27,000	\$ 27,000
Food Service Fees	\$ -	\$ -	\$ -
Annual + Fees Total	\$ 10,097	\$ 261,034	\$ 338,429
Total Project/TransCosts	\$ 32,597	\$ 276,034	\$ 338,429
3-Year Contract Amount			\$ 647,060

Transaction fees are the fees credit/debit card companies charge to process payments.

Cash/Check fees are charged by this vendor to process these types of payments.

The revenue source for this motion is BTA IV Levy.

Expenditure: ☒ One-time ☒ Annual ☒ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☐ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The community for this project includes Central Accounting, Fiscal Clerks in the schools, multiple district technical teams and parents. The project team used the community engagement tool as a guide to determine the level of engagement needed. The parent point of view was provided by district staff who are also parents of students in other districts and using an online POS in those districts. The information provided by the project team and these parents was found to provide a widely varied perspective and additional outside engagement was not needed.

7. EQUITY ANALYSIS

The Point of Sale system will be available to all parents and students in the district. It will be used for cash, check, and credit card transactions online or in-person, which will provide multiple ways to make payments. An equity lens guided the selection of the transaction fee structure. The system will use a variable rate transaction fee (\$0.30 +2.99%) so the higher-priced the item that is purchased, the higher the fee will be assessed. The District found this more equitable to the alternatives of flat rate convenience fees at different price points, which would lead to families that make infrequent purchases for lower cost items paying more in fees than families that purchase fewer, higher-priced items.

The RFP selection team included racially and ethnically diverse representation and the racial equity analysis tool was reviewed by multiple persons on the RFP committee to assess the barriers for non-English speaking families and/or families in poverty.

To address language access issues, School Pay's website can be translated into 90 languages and live customer support is provided in English and Spanish. To address families in poverty, the fees can be waived by the system either by automated settings or manually by principals at the school site. Under the manual process we also currently waive fees. That policy will be continued in the new system as families that qualify, will see an adjustment or \$0.00 fee for items being purchased.

8. STUDENT BENEFIT

Students will benefit because there will be faster and more consistent means to collect and receipt payments. Students will not have to try to find a time to go to a window or stand in line to pay for their ASB card or other payments. It will be more convenient for them and their families. When a student's parent is able to pay online or in person with a credit card, payments can be more easily tracked with an increased awareness to make payments timely with less effort.

9. WHY BOARD ACTION IS NECESSARY

- ☒ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

10. POLICY IMPLICATION

Per Policy No. 6220, Procurement, any contract over \$250,000 must be brought to the Board for approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit and Finance Committee meeting on April 18, 2017. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contract will go into effect with the following established timelines for full implementation:

Define Business Requirements	June 2017 – July 2017
Setup and Configure Software	June 2017 – July 2017
Design and Build functionality- Including interfaces	July 2017 – August 2017
Determine Rollout Schedule	July 2017
User Acceptance Testing	Sept 2017
Training Group 1	Sept 2017
Group 1 Goes Live	October 2017
Completion of Rollout	June 2018

Four schools were selected for the Group 1 rollout in October 2017: Ballard HS, Roosevelt HS, Garfield HS, and Madison Middle School. They were chosen as they have shown high interest and their fiscal representative participated in the RFP selection process. Additional groups for rollout will be identified in July 2017 as part of the project rollout planning once the contract is executed. High schools will be the highest priority followed by middle schools, K-8 schools, and then elementary schools, with anticipated completion by June 2018.

13. ATTACHMENTS

- Point of Sale RFP
- My Payment Network (School Pay) RFP Response
- Sample Services Contract

Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134
Telephone: (206) 252-0566
Fax: (206) 743-3018
contractingservices@seattleschools.org

Request for Proposal No. RFP02756

Point of Sale System

for

Seattle Public Schools

Submittal Deadline:

Date: March 3, 2017

Time: 10:00 a.m.

Instructions

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ATTACHMENTS

Attachment 1: Features, Functionality and Technical Requirements Form

Attachment 2: Pricing Form

Attachment 3: Sample Contract for Consulting Services

Attachment 4: Voluntary Product Access Template (“VPAT”)

REQUEST FOR PROPOSAL NO. RFP02756**PROPOSAL CERTIFICATION FORM**

TO: Diane T. Navarro, Contracting Services Manager

The undersigned provider hereby certifies as follows:

1. That he/she has read the Seattle School District's Request for Proposal No. RFP02756 and the following Addenda and to the best of his/her knowledge has complied with the mandatory requirements stated herein:

Addenda Number

Issue Date

2. That he/she has had the opportunity to ask questions regarding the Request for Proposal, and that if such questions have been asked; they have been answered by the District.
3. That the proposer's response is valid for 90 days.

Dated at _____, this _____ of _____ 2017.

(Signature)

(Title)

(Print Name)

(Email Address)

(Company Name)

(Telephone Number)

(Address)

(Fax Number)

(City)

(UBI Number)

(State)

(Zip)

1.0 INTRODUCTION

Seattle Public Schools (SPS or District) plans to implement district wide Point of Sale (POS) system for use at the District's central office, the John Stanford Center for Excellence in Education (JSCEE), as well as all individual schools.

In the District, there are a total of 99 schools with 54,976 total enrollments. Breaking out by grade levels, there are 12 high schools (9-12), 10 middle schools (6-8), 11 K-8 schools, 59 elementary schools (K-5) and 7 service schools. More District information can be found at www.seattleschools.org under District Fast Facts.

The District plans to implement a phased rollout with a select group of 5 schools and the central office in the fall for the next school year (2017) with participation expanding to the remaining 94 schools by summer 2018.

The main goals are to:

- Significantly reduce the amount of cash and check collection overall by adding the ability to take credit and debit payments on site and/or online.
- Ability to create and track fines, fees, donations and charges by individual school, student and/or sub-categories. Examples of collections and sub-categories may include library fines and fees, Associated Student Body (ASB) activity cards, teacher/class lab materials and fees, textbook fees, dances, theatre productions and fundraisers, club fees, registrations and dues, uniforms, student store operations, lunch and other food services, yearbook/annual, fingerprinting, archives, transcript purchases and donations.
- Ability to apply all payments to the correct student and accounts.
- Reduce the amount of administrative and reconciliation effort needed to manage cash and check collection.
- Reduce the vulnerabilities to fraud and theft.
- Provide the ability to report on and display transactions by student, account, school, District as well as create a one stop location for parents and students to log in to see all transactions.
- Integrate the POS system with the Library (Destiny), Student Systems (Power School), Food Services (Pay-PAMS) and the District Financial System (SAP).

This Request for Proposal (RFP) describes the selection process and documentation required for submitting a Proposal. Any firm failing to submit their proposal in accordance with the procedures set forth in the Request for Proposal may be considered nonresponsive.

It is the intent of the District to award the project listed above to one firm.

The selection of the firm will proceed in the following manner:

- **Seattle Public Schools shall receive proposals no later than the due date and time specified in Section 2.0 of this RFP.**
- An initial screening will follow, resulting in a short-list of one or more qualified firms that will be selected for interviews (if deemed necessary).

- The District may conduct interviews (if deemed necessary) with the selected firms, in accordance with a schedule to be determined by the Selection Committee in order to select the best proposals, all factors considered.
- Vendors selected as finalists will be expected to provide a live, hands-on demonstration of their product at a time and a date determined by the District. The District reserves the right to reject any firm who is unable to comply with the District's request for a demonstration.
- The District may award a contract based solely on the written proposals. However, the District may elect to engage in negotiations with a selected short list of vendors in order to improve the proposals and obtain the best contract(s) for the District.
- The final selection will be based upon the criteria set forth below. The District reserves the right to negotiate with the successful firm on pricing, scheduling, or other factors.

2.0 RFP SCHEDULE

2.1 Schedule of Activities

RFP SCHEDULE	
Date	Selection Process
February 14, 2017	Advertisement for Request for Proposal Published. (First Notice)
February 21, 2017	Advertisement for Request for Proposal Published. (Second Notice)
February 27, 2017	Last day for Questions from Proposers by 2:00 p.m.
March 3, 2017	Proposal Due by 10:00 a.m.
March 6-17, 2017	Initial screening
Approx. March 23, 2017	Notification sent to short list candidate firms
Approx. March 27, 2017	Short list firms provide demo environment for end user demonstrations using non-District specific data
Approx. March 29-30, 2017	Short list firms' presentations/live demos at Seattle Public Schools
Approx. April 4, 2017	Notification of award to top candidate firm
Approx. April 25, 2017	Negotiation of Contract Finalized
May 3, 2017	School Board Introduction
May 17, 2017	School Board Action to approve contract
Approx. June 1, 2017	Anticipated Start Date

3.0 QUESTIONS AND COMMUNICATION

All communication and/or questions shall be submitted in writing at the dates and times indicated herein to:

U.S. Mail:	Diane Navarro Contracting Services Seattle Public Schools M/S 22-337 P.O. Box 34165 Seattle, WA 98124-1165	Physical Location:	Diane Navarro Contracting Services Seattle Public Schools M/S 22-337 2445 Third Avenue S. Seattle, WA 98134-1923
Phone:	(206) 252-0566		
Fax:	(206) 743-3018		
Email:	contractingservices@seattleschools.org		

All questions must be submitted electronically by e-mail or fax to Contracting Services by the date and time indicated in Section 2.0. Reference the RFP number in the subject of your email. The District will consider no telephone or in-person inquiries, except at the interviews/demos for those firms making the short-list.

Proposals must be submitted in a sealed package or box with the Request for Proposal number and the deadline date and time included on the bottom left-hand corner of the response, along with the firm's name and address.

In the event that a firm attempts to contact any official, employee, or representative of Seattle Public Schools in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

This prohibition does not apply to:

- Telephone calls to the District to request copies of this RFP, to confirm attendance, or request directions relative to an interview notification received from the District;
- Delivery of written questions about the proposal;
- Discussion at the interview/demonstration (if deemed necessary);
- Delivery of the firm's proposal.

4.0 PROJECT INFORMATION

Seattle Public Schools (SPS) plans to implement a phased rollout of a secure Point of Sale system with a select group of 5 schools and the central office in the fall of the next school year (2017) with participation expanding to the remaining 94 schools by June 2018.

SPS Proposed Project Timeline:

This is a preliminary timeline to assist you in creating an implementation plan. Your implementation plan may follow this exactly or suggest changes based upon implementation requirements.

PROJECT TIMELINE	
Date (Anticipated)	Project Deliverable
June 2017	Backend platform setup and initial configuration
June to September 2017	Project scoping and finalizing the rollout plan, requirements, design, integration with existing systems, build (if needed).

	Training and testing of core team and representatives of 5 Phase 1 schools
October to December 2017	Kick off in live production environment with testing and refinement for Phase 1 schools
January – June 2018	Configure/Setup, Train, Launch and support for remaining schools according to the rollout plan created.

SPS-Vendor Partnership:

SPS plans to work closely with the selected vendor in each phase of the process outlined above, beginning with backend platform setup and configuration, initial use training, and iterative refinement of the platform based on consultations with phase 1 schools and central office participants.

Implementation Team:

SPS plans to constitute an Implementation Team to guide the configuration, design and implementation of the Point of Sale system. The Implementation Team will also help develop an implementation plan for districtwide rollout in 2017-18. Design Team members will include:

- School representatives (Fiscal Administrators, Principals, Account Owners such as teachers, ASB program leaders, etc.)
- Central office subject matter leads for key domains (e.g., Accounting, Business Applications, Student Systems, ASB, Cash Management, Technology Services, Library, Food Services, Security, etc.)
- SPS training lead to coordinate trainings with vendor

Training, Coaching & Professional Development

SPS intends to develop a plan for initial use technical training and ongoing technical support in partnership with the vendor. In addition to the initial use technical training, SPS will dedicate district personnel to support ongoing coaching and professional development of school staff in using the Point of Sale system, which may or may not require direct support from the vendor.

4.1 System Requirements: Features, Functionality and Technical Requirements

The District has included with the RFP ATTACHMENT 1 to help identify functional, technical and platform requirements. Please review and complete attachment identifying a Yes - Supported, No - Not Supported, Future Release, Paid Enhancement with Avg. Hours and Cost and very briefly how your system handles the requirement. See 6.2.7.b on how to include the responses in the RFP.

4.2 Product Accessibility

Seattle Public Schools is committed to making its technology-related products and services accessible to individuals with disabilities in compliance with applicable law and technical standards. Firms submitting proposals to this RFP must voluntarily disclose information bearing on whether the firm's proposal complies with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility

standards of the Web Content Accessibility Guidelines (“WCAG”) 2.0 AA. To facilitate this disclosure, shortlisted firms will be required to submit a completed Voluntary Product Access Template (“VPAT”), ATTACHMENT 4, to the District for verification.

Please note that the District will select the successful firm based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive minor irregularities and informalities, and make the awards in its best interest.

5.0 SELECTION PROCESS

5.1 Method of Selection

1. The District will review all proposals and select one firm based upon the best interests of the District, all factors considered. The District intends to conduct interviews/demonstrations with the top shortlisted firms.
2. DEMONSTRATIONS (Shortlist Firms Only): The shortlisted firms shall provide a two-hour demonstration of their product. The first hour will be with the functional team demonstrating the application and functional capabilities. The second hour will be with the technical team discussing the architecture, security, platform requirements along with the implementation approach. Firms should have the appropriate persons from your organization attend the meeting.
3. Shortlisted firms may be requested to demonstrate (though not limited to):
 - a. Functional Demonstration Areas:
 - Setup of users and methods (manual, automated, mass upload, etc.)
 - Creation of fees (manual, from integrated systems, etc.)
 - End to End payment process flow(s) from Login to notification of payment complete with receipt.
 - Posting of fees and payments to student accounts, school account (ASB, etc.) and SAP GL account.
 - Reporting capabilities for reconciliations, account management, and online lookup of account status.
 - b. Technical Demonstration Areas:
 - Architecture diagram and review with platform technical specifications
 - Hardware overview and specifications to operate your system in the field. (e.g. receipt printers, card scanners, cash drawers, scanners, computers, etc.)
 - Interfacing technology with Destiny, PowerSchool, and SAP
 - Security protocols for login, credit/debit card checkout, and more
 - Review implementation approach, rollout timeline and post launch support and maintenance.
4. RATING: The District intends to select a firm based upon the best interests of the District, all factors considered. Among the factors to be considered are the following:

EVALUATION CRITERIA	POINTS
Technical Qualifications – 50 points	
Ability to meet the Functionality and Usability Requirements (Attachment 1: Basic/User Features, Compliance, Reporting and Queries)	20
Ability to meet the General Technical Requirements (Attachment 1: Document Management, Technology Requirements, System Integration)	20
Ability to meet the Platform Requirements (Attachment 1: Security, Support, Infrastructure)	10
Implementation Approach – 20 points	
Approach and support for technical training and customer service	10
Approach and support for phased planning and platform configuration	10
Qualifications & Experience – 10 points	
Team experience, availability and capacity	5
Proven experience in working with similar or larger organizations, preferably in K-12 education	5
Pricing – 20 points	
Pricing considerations include: (1) comparative costs and services included in standard pricing; (2) any fees for additional professional services proposed or offered by the vendor, such as optional training and consulting support not included in standard pricing; and (3) estimated district-born costs for ongoing maintenance and support (included with standard pricing or additional fees for professional services)	20
Demo (Shortlisted Firms Only) – 20 points	
Ability to clearly demonstrate the requested tasks as well as ease of use and configuration.	20

Based on the recommendation of the Committee, the District will enter into contract negotiations with a selected firm. Upon receipt of best and final proposals, the Committee will select the best proposal, all factors considered.

5.2 Notifications

The District will provide timely notifications to firms responding to the Request for Proposal upon selection of the recommended firm.

5.3 Seattle Schools Right to Reject

The District reserves the right to reject any and all proposals and re-advertise the RFP at any time prior to approval of the recommended firm and the negotiated agreement. All costs incurred in the preparation of the Request for Proposal process shall be borne by the proposing firm. **Proposals submitted in response to this Request for Proposal shall become the property of the District and be considered public documents under applicable Washington State laws.**

The District reserves the right to modify the scope of services as a result of the written submittals and/or interviews.

5.4 Procedures Requirements

Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

6.0 SUBMITTAL REQUIREMENTS

6.1 General Submittal Requirements

The submittal requirements shall be as follows:

SUBMITTAL METHOD: The proposing firm, joint venture or other form of association (“firm”) shall submit two (2) ELECTRONIC copies via USB flash drives or by email of their Proposal for the project.

Each proposal is to be a maximum of twenty (20) pages (8-1/2” x 11”) single sided, not smaller than 12 point type. Please combine the sections below into one .pdf with each section bookmarked within the .pdf.

1. The cover letter, Proposal Certification Form, table of contents, tabs and attached forms do not count toward the page limits.
2. Project cut sheets, including photos, are included in the page limits. Submittals exceeding the page limits may be considered non-responsive.
3. **Please Note:** In preparing the firm’s submittal, the proposing firm shall clearly identify the designated person of record responsible for any referenced project. If the proposing firm is representing an individual’s experience while employed at another firm, the firm of record for the project and the individual’s role shall be clearly identified.

6.2 Contents of the Proposal

1. Signed Proposal Certification Form (page 3 of the RFP). This does not count towards the page limit.
2. Table of contents (maximum 1 page).
3. Separate section: Executive Summary.

Provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in the Request for Proposal.

4. Separate section: Company Profile.
 - a. Identification of firm (or firms, if a joint venture or association) including address, telephone number, email address and date firm(s) were established.
 - b. Areas of specialization of the firm.
 - c. Provide total size and breakdown of firm personnel by category. A firm organizational chart would be useful.
5. Separate section: Qualifications and Experiences.
 - a. List a maximum of five (5) recent K-12 projects or other projects which most closely relate to the firm's qualifications for this proposal that briefly describe the scope and costs associated with each project.
 - b. List recent school districts where similar projects have been recently implemented by your firm.
 - c. References: Provide the client name, address, email address, and client's project representative and telephone number for the firm's three (3) most recent projects that most closely relate to the firm's qualifications for this project. If a joint venture or other form of association, provide reference information for each member firm.
6. Separate section with: Implementation Approach.
 - a. In narrative form, briefly discuss your approach and techniques proposed for the main phases of this project, beginning with an implementation plan for backend platform setup and configuration, initial use training, and iterative refinement of the platform to district needs based on consultations with phase 1 schools. Please include any recommended roles, resources/staffing, and training/support. Please describe any consulting services recommended.
 - b. Describe pre-launch support for requirements gathering, functional and technical design, build, testing and launch.
 - c. Describe initial-use training for appropriate for central office staff, teachers and administrators.
 - d. Describe ongoing maintenance agreements and post-launch support for system administrators and end users.
 - e. On-going support: What roles and staffing levels are required on an ongoing basis after initial implementation to support/maintain the solution (configuration updates, security changes, etc.)?
7. Separate section with: Technical Qualifications

- a. Provide a brief summary overview of the key design features and functionality of the product(s) or solution(s) offered and describe how they meet the requirements specified by Seattle Public Schools in this RFP. Please provide a network and system architecture diagrams with an emphasis on showing how security is addressed.
 - b. Provide a detailed description of how your firm meets the requirements for Payment Card Industry Data Security Standard (PCI DSS) Compliance systematically and throughout the checkout process? Please clearly describe the responsibilities of your company and the District in maintaining PCI compliance. How often do you audit for PCI DSS compliance? In the event of security breach, what are your procedures to close the breach quickly, identify the full extent of the affected records, and notify the District and impacted users?
 - c. Insert your completed **Attachment 1: Features, Functionality and Technical Requirements Form** in this section. This attachment will not count towards your page limit.
 - d. **IMPORTANT:** Please email Contracting Services at contractingservices@seattleschools.org to obtain Attachment 1 in MS Excel format. The District would like firms to submit a completed Attachment 1 both in .PDF and .XLS format.
8. Separate section: Team Organization, Availability and Capacity.
 - a. Briefly discuss how you propose to organize your team to support this project. Identify each of the key players and define their roles and responsibilities. Describe each of the key team members' relevant professional experience, certification and education in resume form. Highlight implementation and integration experience with other systems such as Power School, Destiny, Pay-PAMS and SAP or similar.
 - b. Briefly discuss the availability of all key personnel for the scheduled time frame of the proposed project, and identify their proposed location during provision of the requested services. Additionally, discuss the capacity of the proposed team, as a whole, to accomplish the work.
9. Separate section: Pricing.
 - a. Insert your completed **Attachment 2, Pricing Form**. Please provide a 3-year pricing quote based on the Project Timeline in Section 4.0. There will be 5 schools plus the Central District Office included in Phase 1 with approximately 6,000 enrolled students in grades K-12. The District would like optional pricing for subsequent years should the District decide to expand the program.
 - b. Briefly discuss proposed pricing structure for proposed products and services. If applicable, describe the professional services (if any, such as support for initial use training or consulting services) that are included with standard licensing costs for products/solutions offered. For any additional proposed fees-for-professional services, please specify the itemized costs associated (e.g., individual hourly rates, travel costs, reimbursable and direct expenses, etc.)
10. Separate section: Terms and Conditions.

Include any comments or proposed changes to the District's terms and conditions (Attachment 3 to this RFP). **Please note that the District reserves the right to reject any firm not willing to accept the District's terms and conditions as shown in the standard form of contract.**

6.3 Product Accessibility Disclosure (Shortlisted Firms Only)

Shortlisted firms will be required to provide product accessibility documentation. To facilitate this disclosure, firms shall submit a completed **Voluntary Product Access Template ("VPAT")**, which is attached to this RFP as Attachment 4. Beyond voluntary disclosures, the firm agrees that the system and services may be tested and approved by the District, or that the District may require that the firm submit certification from a third-party to demonstrate that the firm's proposal complies with the applicable law and technical standards as noted in Section 4.2. Firm will furnish such documents and information as may be reasonably requested by the District to evidence firm's compliance with the terms of this RFP. Firm may also be required to give the District temporary access to the products and services to run an automated or manual web accessibility test.

6.4 Demo Environment Information (Shortlisted Firms Only)

As part of our screening process, shortlisted firms will be expected to provide access to an active demo environment using sample "dummy data" reflecting the roles and transactions of a similar school district to SPS. This sandbox environment should allow users to experience the "look and feel" of the platform.

In addition to a general opportunity to experience the platform, the sandbox should ideally be setup for end users to do one or more of the following:

- Administrators and teachers to set up district and school level fees, etc.
- Simulate payment of district and school fees by parents and students
- View and/or Print Receipts
- View and export standard reports and/or online queries

Please also note that the District reserves the right to ask questions and seek clarifications about the Proposal, to request post-proposal modifications, and to engage in negotiations with a selected short list of firms.

7.0 **CONTRACT AND CONTRACTING PROVISIONS**

7.1 Standard Form of Contract

The District's Contract for Consulting Services is included as Attachment 3. The proposal should include any comments or requested changes. **Please note: The District reserves the right to reject any firm that is not willing to accept the District's terms and conditions as noted in the standard form of contract.**

7.2 Contract Term

The term of this contract is expected to begin in June 2017 and reflect the implementation schedule, implementation pricing, and post launch maintenance pricing identified in the 6.2.10.a section. The contract's initial term should be for 3 years with annual renewals henceforth.

7.3 Additional Contract Document Requirements

The selected firm shall be required to provide the following documents to the District prior to execution of the contract:

- W-9 Form
- Washington State Business License
- Certificate of Insurance, including endorsement pages, with the following limits:

workers' compensation	statutory
employer's liability (stop gap)	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property damage	\$1,000,000/\$2,000,000
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed operations	\$1,000,000/\$2,000,000
fire legal liability	\$100,000
automobile liability (owned, non-owned, leased or hired)	\$1,000,000 per occurrence
umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

7.4 Protest Procedures

1. Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of this contract may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this Request for Proposal, which are apparent prior to the date established for submitting the proposal must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award for this contract.
2. In order to be considered, a protest shall be in writing and shall include: the name and address of the aggrieved person; the contract title under which the protest is submitted; a detailed description of the specific grounds for protest and any supporting documentation; and the specific ruling or relief requested. The written protest shall be mailed to:

JoLynn Berge
 Assistant Superintendent for Business and Finance
 Seattle School District No.1
 MS 33-300
 P.O. Box 34165
 Seattle, WA 98124

Or delivered to:

JoLynn Berge
Assistant Superintendent for Business and Finance
Seattle School District No.1
MS 33-300
2445 3rd Avenue South
Seattle, WA 98134

And shall be labeled: "Protest"

3. Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Proposers involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The District decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in paragraph 2, not more than two (2) working days after receipt of the decision. The Superintendent's decision shall be final and conclusive.
4. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.
5. Any Proposer submitting a proposal shall be deemed to have accepted these procedures.

End of Request for Proposal

ATTACHMENTS

Attachment 1: Features, Functionality and Technical Requirements Form
Attachment 2: Pricing Form
Attachment 3: Sample Contract for Consulting Services
Attachment 4: Voluntary Product Access Template ("VPAT")

SchoolPay

MyPaymentNetwork



Introducing SchoolPay[®]

Response to Seattle Public Schools
Request for Proposal No. RFP02756
Point of Sale System

SchoolPay

General Contact Information

My Payment Network, Inc
100 S. Baldwin Street, Suite 201
Madison, WI 53703
(888) 886 – 9729
support@schoolpay.com

Executive Sponsor

David Dunaway
CEO & President
(608) 310 – 8810
ddunaway@schoolpay.com

Primary Contact

Kerri Fahy
Account Manager
(608) 310 – 8814
kfahy@schoolpay.com

March 2, 2017

Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134

Dear Seattle Public Schools,

My Payment Network (MPN) is pleased to submit a proposal in response to RFP02756. We are confident that Seattle Public Schools will find SchoolPay to be the system that best matches the needs detailed in the RFP.

The RFP was similar to other RFPs that SchoolPay has responded to over the past year. Some of the districts called the desired system a Point of Sale system like Seattle Public Schools. Other districts called it a “receipting” system or a comprehensive payment system. While the titles of these RFPs were different, the needs were very similar. At MPN we call this type of system an enterprise payment system. The term Enterprise is used as most districts are large enterprises with a rather complex set of sites, departments, and systems. SchoolPay was built specifically to serve the payment needs of enterprise districts and their tens of thousands of parents.

MPN is confident that Seattle Public Schools will find the mix of features and functionality in SchoolPay to be the best fit for the needs detailed in the RFP. The features in SchoolPay give the proper oversight and control to the district to have the payment system delivered in the exact manner desired by the district. The features and functionality in SchoolPay also allow the individual sites and departments to have the autonomy they need to run payments, in line with district policies, at their individual sites. This mix of control and oversight for the district, while the sites get the autonomy they need to operate at their pace, is one of the reasons that enterprise districts choose SchoolPay.

Another point of praise MPN often hears about SchoolPay, is how easy the system is to use. People seem surprised that a system as robust in features as SchoolPay is easy to learn and use. This has important implications for enterprise districts. By choosing a system that is easy to use, Seattle Public Schools will save dozens (even hundreds) of hours in staff training time. Ongoing, Seattle Public Schools will have significantly happier staff and parents with less work handling questions from parents and staff. It can seem like a simple point, but ease-of-use has ongoing effects on adoption and the work required whenever there is staff turnover. At an enterprise district like Seattle Public Schools, this will be a crucial point of consideration.

Launching an enterprise payment system at enterprise districts like Seattle Public Schools is also a large undertaking that touches every department in the district. Implementing a district-wide payment solution is also a publicly visible project that will have many people watching the progress. MPN has launched SchoolPay

My Payment Network, Inc.

100 S. Baldwin Street, Suite 201 • Madison, WI • 53703 • 888-88-MYPAY • www.schoolpay.com

at about 200 districts, several of which are as large, or larger than Seattle Public Schools. In every case our approach brings the appropriate stake-holders from each department into the planning and mixes an effective communication effort to parents and the community. Seattle Public Schools will have a smoother launch process

MPN is excited about the prospect of working with Seattle Public Schools

Sincerely,



David Dunaway
CEO & President
608-310-8810

REQUEST FOR PROPOSAL NO. RFP02756**PROPOSAL CERTIFICATION FORM**

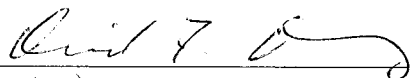
TO: Diane T. Navarro, Contracting Services Manager

The undersigned provider hereby certifies as follows:

1. That he/she has read the Seattle School District's Request for Proposal No. RFP02756 and the following Addenda and to the best of his/her knowledge has complied with the mandatory requirements stated herein:

Addenda Number	Issue Date
<u>1</u>	<u>3/1/2017</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

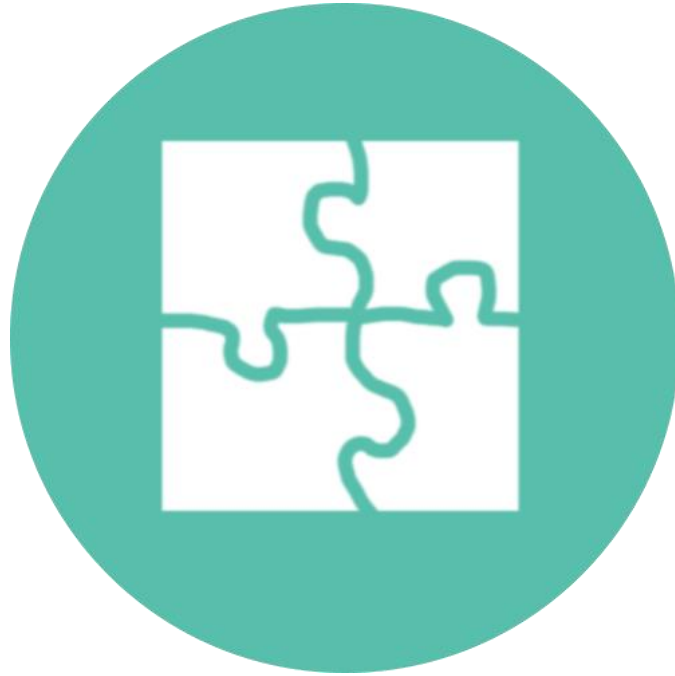
2. That he/she has had the opportunity to ask questions regarding the Request for Proposal, and that if such questions have been asked; they have been answered by the District.
3. That the proposer's response is valid for 90 days.

Dated at Monday, this 6 of March 2017.
(Signature)CEO & President
(Title)David F. Dunaway
(Print Name)ddunaway@schoolpay.com
(Email Address)My Payment Network, Inc.
(Company Name)(608) 310-8810
(Telephone Number)100 S. Baldwin St. Suite 201
(Address)n/a
(Fax Number)Madison
(City)n/a
(UBI Number)WI
(State)53703
(Zip)

SchoolPay

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Tab 1

Executive Summary

Executive Summary

My Payment Network (MPN) is located in Madison, WI and has been delivering K-12 payments since 2005. MPN works exclusively with schools and school districts. MPN delivers K-12 payments through its award winning system SchoolPay, www.schoolpay.com. In the past three years MPN has seen many RFPs that are similar to this RFP from Seattle Public Schools. It seems that districts have gained some experience with taking payments via credit and debit card, usually electronically in a few departments and now it is time to unify and have one system. The costs of training and operation go down with one system, and parents appreciate the convenience of having one place to go for all payments. The efficiencies gained can be tremendous.

Seattle Public Schools is seeking a Point of Sale system to handle all payments within the district. The Point of Sale system needs to handle payments from parents as well as those who will pay in a “guest” mode, such as community members or employees. The Point of Sale system needs to handle online or in-person payments. The Point of Sale system needs to connect to all the various departmental systems that need to stay in sync as payments come due, are made, etc. The Point of Sale system needs to be easy to implement and for staff and parents to learn.

This set of foundational needs is a direct match to what SchoolPay offers to districts. SchoolPay is one system for all payments across all departments and one system for parents, community members, and staff. The SchoolPay system allows payments to be made online and in-person. SchoolPay connects to any district system that needs to share data.

This is what SchoolPay has delivered since the first version of the service. Today, version 5.0 of SchoolPay delivers the most complete set of features to allow a district to launch and implement payments across every part of the organization. SchoolPay supports every payment scenario some of which are:

- One-time
- Recurring
- Reduced price for students that qualify for reduced fees
- Quantity/Limited Quantity
- Automatic start/stop
- Targeting of payment items by school, grade, or group (like band, tennis, etc.)
- Guest checkout option/Guest Checkout only

SchoolPay gives staff the ability to build all payment items self-service as needed. When you have hundreds of staff across 100 schools creating payment items, self-service becomes a vital requirement. Mistakes in a payment item or timing mistakes (start/stop date) that do not have to wait for a vendor to be fixed, are blessings at one school, let alone 100 schools.

SchoolPay also connects with any other system in the district. If the mission is to have one system for all payments, then it becomes important to make sure that the system shares data with the other systems, as needed. Not only does MPN staff have extensive experience at connecting SchoolPay to many other systems, but MPN also sets up custom monitoring of every connection. The connection part is frankly easy, in the opinion of MPN staff. Ensuring that the connections are operating properly and alerting teams, when they are not, is the challenging part. MPN has an operations team that actively monitors all connections and pro-actively alerts both the district and other MPN staff in the event that an error is detected.

This pro-active monitoring allows the district and SchoolPay to be ahead of any issues rather than reacting when parents start complaining. The automated sharing of data can be one of the largest sources of efficiency with electronic payments. Just having the transaction data automatically updating the district accounting system can save a district the size of SPS more than 5,000 hours of work per year. But if that automated data exchange fails or imports bad data, that efficiency goes away quickly. With SchoolPay you get the automation AND the peace of mind knowing that someone is actively watching the way SchoolPay is sharing data with other systems.

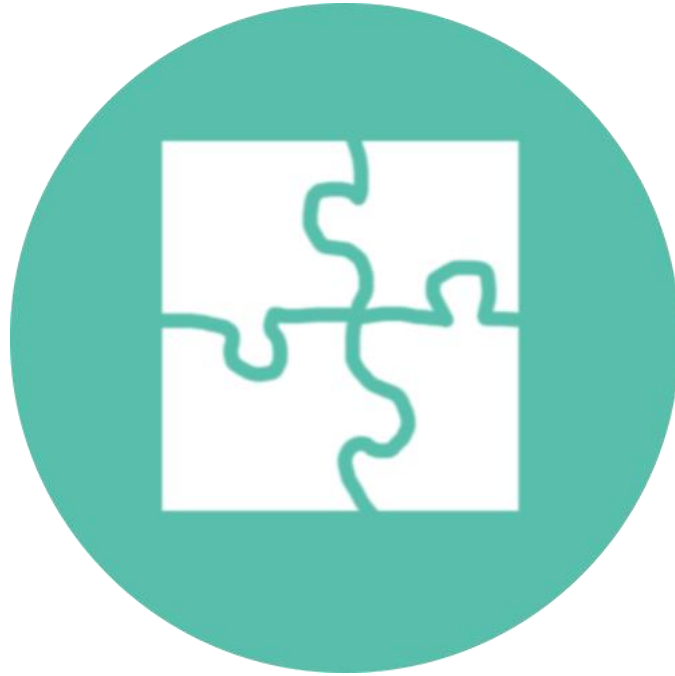
Simply selecting the system with the best set of features and functionality will not guarantee success. Seattle Public Schools will be best served choosing a team that is experienced at launching district-wide payment systems. The implementation process is crucial in getting all the moving parts aligned and scheduled while also training staff and communicating with parents. SchoolPay has more experience launching payments across all departments of a district than any other company in K-12 payments. SchoolPay has a proven approach, that when followed, delivers high adoption. One example is a district that is in their six month of using SchoolPay. At the end of month two, they had almost 90% adoption. SchoolPay has a proven, smooth and successful implementation process.

At MPN we take customer service very seriously. We are committed to providing all of our customers with a superior level of support. MPN encourages the Seattle Public Schools to inquire with customers about the level of customer service provided. We sincerely believe you will not find a company with a stronger commitment to customer service than found with MPN.

My Payment Network's customer service and account management teams work exclusively with schools and school districts. When district staff or end users contact support, they are NOT greeted by a representative responsible for supporting a wide variety of industries and products; rather, they are connected with a customer support representative who is incredibly well versed in working with schools and specifically handling school payment-related questions. Our support team works with school staff every day and has a detailed understanding school accounting and business office operations. Please note that while self-service is an important criteria in choosing a K-12 payment system, at SchoolPay, we deliver a self-service system backed by live support. Furthermore, our staff understands the unique needs that parents and other individuals making payments to school district have. This detailed understanding of K-12 organizations and their constituencies translates to a superior level of support.

At MPN we never lead with price as a reason to choose SchoolPay. SchoolPay has such a great mix of features and functionality and the MPN team has such great expertise at connecting SchoolPay to other systems and servicing customers, that price is usually one of the last selling points. But make no mistake that SchoolPay is consistently labeled as one of the least expensive if not the least expensive K-12 payment systems. When you review the pricing worksheet SPS staff will see a set-up fee and an annual fee plus transaction fees. If you buy card readers there is a fee for those too. Typically, 95% of the cost for SchoolPay will be the transaction fee per payment. If the district absorbs this fee or passes it on to parents, SPS and its community will enjoy the lowest per transaction fee of any K-12 payment system. There truly, is no other K-12 payment system that offers as much value as SchoolPay.

One last note about food service for SPS. In the section of the RFP where integrations are discussed, MPN staff has added information about some of the Food Service systems with which we connect today. The main thing to know is that MPN prefers to connect to the departmental system of choice rather than to bring in one preferred partner. MPN can connect to any food service system and believes that the district enjoys greater flexibility by choosing the Food Service system that best meets the district needs and knowing SchoolPay will connect.



Tab 2

Company Profile

Company Profile

a. Identification of firms (or firms, if a joint venture or association) including address, telephone number, email address, and date firms(s) were established.

My Payment Network is located in Madison, WI and was established in February of 2005.

My Payment Network, Inc.
100 South Baldwin Street, Suite 201
Madison, WI 53703

1-888-88-MYPAY
support@schoolpay.com

b. Areas of specialization of the firm.

MPN works exclusively with schools and school districts supporting online, in-person, and mobile payments. We are the only group serving K-12 payments to conduct research (co-sponsored by ASBO International) and it remains the only published study on the subject of K-12 Payment Management. This detailed understanding has allowed MPN to develop a unique and specialized approach to meet the specific needs of K-12 payments.

My Payment Network delivers SchoolPay with a “Payments as a Service” approach. In our opinion, Payments as a Service is the combination of delivering an easy-to-use software system with the merchant accounts a district needs, plus the right mix of customer support for staff and parents. With a staff of 14, MPN services hundreds of districts and thousands of payments per day. It is important for Seattle Public Schools to appreciate those points. For years, SchoolPay has been used heavily with thousands of transactions daily, all superbly supported by a relatively small staff.

This is possible because of the ease of use that is inherent in the SchoolPay system. From the beginning, MPN staff believed it would be better to have a service that did not require constant support than to have a massive call center. Having a properly built and conceived service allows MPN to serve customers with hundreds of thousands of students, of which MPN has a few. MPN suggests speaking to SchoolPay customers to determine their level of satisfaction. MPN staff anticipates that Seattle Public Schools will hear nothing but stellar reviews of our service level, response times, and any other service metrics.

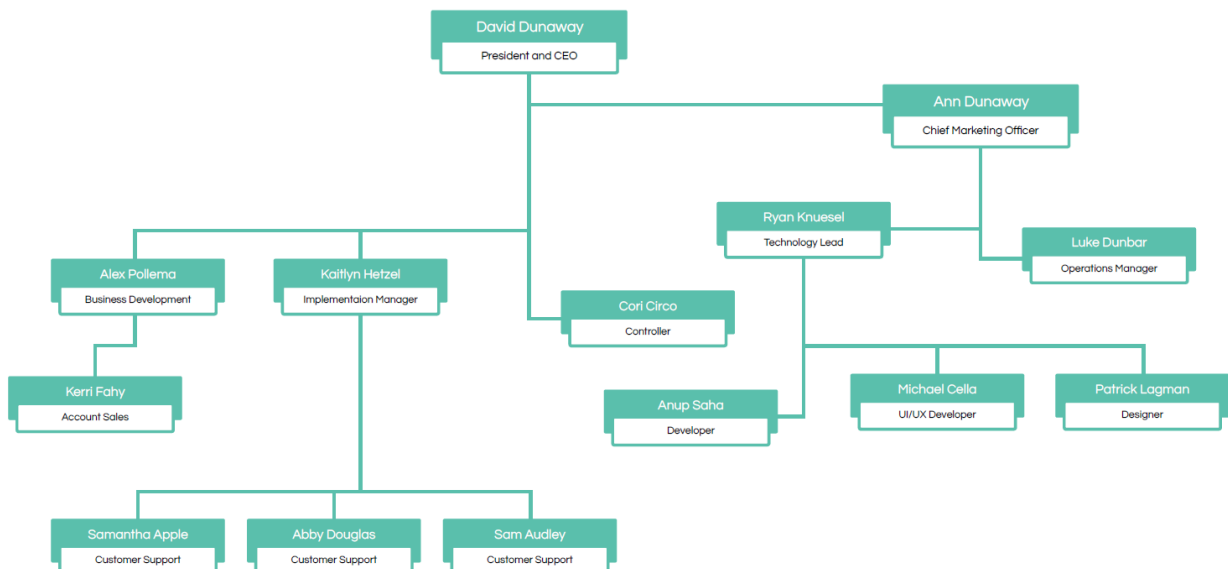
c. Provide a total size and breakdown of firm personnel by category. A firm organizational chart would be useful.

Seattle Public Schools will be serviced by a seasoned team of talent, all of whom have an average of six years of experience, 100% focused on implementing our proven, district-wide, eCommerce program to schools across the country. The team has even deeper roots (10 plus years) in electronic payments. Your team will include:

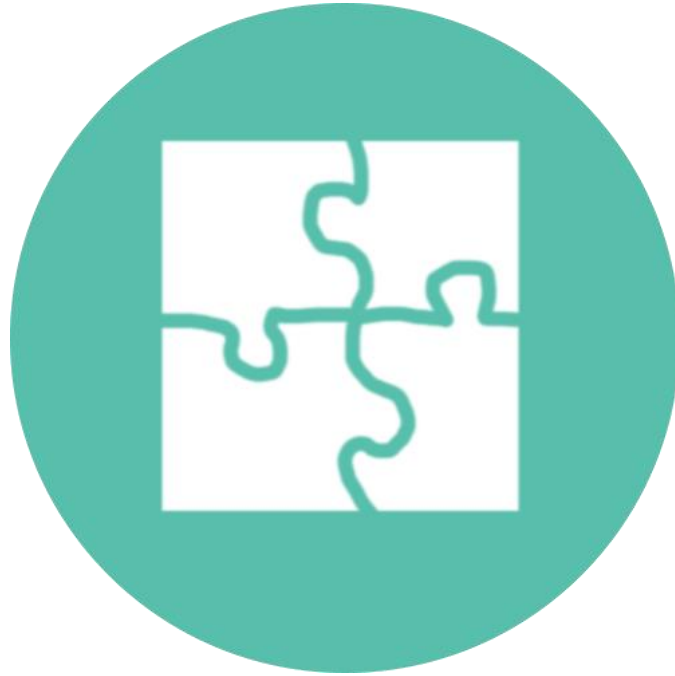
- David Dunaway- CEO, President, and Executive Sponsor
- Ann Dunaway- Chief Marketing Officer, SchoolPay Product Manager
- Kaitlyn Hetzel- Implementation Manager, Customer Service Manager
- Ryan Knuesel- Senior Software Engineer, Director of Technology
- Kerri Fahy- Account Manager for Seattle Public Schools

Overall, My Payment Network's staff of fourteen is very well suited to implement and support an enterprise level payment solution for Seattle Public Schools. Our level of expertise and experience in K-12 payments uniquely positions MPN to provide the best online payment solution to meet the needs of Seattle Public Schools.

MyPaymentNetwork



MyPaymentNetwork -- CONFIDENTIAL
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Tab 3

Qualifications and Experiences

Qualifications and Experience

- a. List a maximum of five (5) recent K-12 projects or other projects which most closely relate to the firm's qualifications for this proposal that briefly describe the scope and costs associated with each project.

Below are five recent K-12 projects that most closely relate to the scope of this proposal. We made the selections based on relative district size and integrations with third party software applications currently used by Seattle Public Schools. My Payment Network encourages SPS to contact these school districts and inquire about the SchoolPay product, the level of support provided by MPN, and the implementation conducted by the MPN team.

Portland Public Schools selected SchoolPay through an RFP in early 2016 for an online payment and onsite receipting system for use at their 78 school sites. Two main requirements of the RFP were to connect to their accounting software, EPES, and their library management system, Destiny. SchoolPay created a custom integration with both software applications, allowing SchoolPay transaction data to be shared automatically, streamlining district processes dramatically. Since launching in May of 2016, the district went from taking a few thousand dollars in online payments all year to doing just under \$1 million in payments for their first month, back-to-school 2016. Total estimated cost of the project is \$125,000.

Fargo Public Schools began using SchoolPay at the start of the 2015-16 school year in one of the most successful implementations of the system to date. Parents access SchoolPay through single sign-on with PowerSchool SIS to pay for various fees to the district, including food service. All payments made to the district from every department go through SchoolPay, even cash and paper checks. High parent adoption, coupled with the participation from every district related non-profit has allowed Fargo to take full advantage of the SchoolPay software. Total estimated cost of the project is \$85,000.

Nixa Public Schools, a district of 6k students in Missouri, launched the SchoolPay system at the end of the 2015-16 school year for every payment need at the district, including food service. SchoolPay created a custom integration with their food service system, PCS (Pay-Pams) and their event ticketing software, iTickets, giving the district one place to manage all payments. Nixa achieved strong parent adoption of over 90% in the first few months through coordinated marketing campaigns with their Chief Communications Officer and the SchoolPay Marketing Team. Their use of SchoolPay is expected to grow as they begin using SchoolPay's integration with Destiny. Total estimated cost of the project is \$70,000.

Orange County Public Schools, serving the Orlando metro area, uses SchoolPay to act as the central hub to all systems in the district that rely on payment data. SchoolPay conducted a custom integration to post transactional data to their cash accounting software and pull data from their student information system daily. The SchoolPay connection to their food service software came online in fall of 2014.

Literally every payment in the district is managed via SchoolPay. A comprehensive training program was delivered to hundreds of on-site bookkeepers and marketing support was extended to reach the hundreds of thousands of parents to their nearly 2000,000 students. Total estimated cost of the project is \$450,000.

Zionsville Community Schools is a district serving 7k students outside of Indianapolis. The district uses SchoolPay for all payment needs, including food service, textbooks, community education, and athletic fees. SchoolPay integrates with their student information system, PowerSchool to ensure that student information is updated in real-time. SchoolPay also integrates with their cash management system, AlioCa\$h to automatically reconcile payments received by the district, vastly streamlining finance processes. Total estimated cost of the project is \$65,000.

b. List recent school districts where similar projects have been recently implemented by your firm.

- Houston Independent School District
- Albuquerque Public Schools
- Lincoln Public Schools
- Richmond Public Schools
- Anaheim Union High School District

c. References: Provide the client name, address, email address, and client's project representative and telephone number for the firm's three (3) most recent projects that most closely relate to the firm's qualifications for this project. If a joint venture or other form of association, provide reference information for each member firm.

Portland Public Schools

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Joanne Ossanna, Interim Senior Director of
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(503) 916-3153

Orange County Public Schools

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Steve Compton, Purchasing Director
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Fargo Public Schools

415 N. 4th St. Fargo, ND 58102
Bill Westrick, IT Director
westrbi@fargo.k12.nd.us
(701) 446-1022



Tab 4

Implementation Approach

Implementation Approach

- a. **In narrative form, briefly discuss your approach and techniques proposed for the main phases of this project, beginning with an implementation plan for backend platform setup and configuration, initial use training, and iterative refinement of the platform to district needs based on consultations with phase 1 schools. Please include any recommended roles, resources/staffing, and training/support. Please describe any consulting services recommended.**

MPN has a very streamlined approach to implementation. When followed, districts can yield up to 90% parent adoption. There are essentially five main tasks that need to be completed to implement the SchoolPay software: merchant account configuration, SchoolPay software configuration, data integrations configuration, staff training, and community communications. For the sake of efficiency, many of these processes run in tandem in order to reduce the time required to complete the implementation.

Merchant Account Configuration

SPS will be required to submit a voided check or bank letter for every bank account to which SchoolPay will deposit funds. Once this is complete, MPN will create and configure SPS' merchant accounts. The merchant account creation process will run at the same time as the account configuration and data integration configuration processes.

SchoolPay Account Configuration

SPS and MPN will conduct an implementation meeting where account configuration options are established for configuring the SchoolPay software accounts. Upon MPN completing the software account configuration for each schools', as well as the district's account, SPS will review and approve the configurations. At this time, merchant accounts are tied to the different software accounts.

Data Integration Configuration

MPN has various approaches to connecting to district third party software systems. The plan for connecting to PowerSchool, Destiny, Pay-PAMS, and SAP will be determined during initial implementation meetings.

Staff Training

MPN will conduct multiple training sessions prior to launching. Typically district staff are training first to establish policies and best practices for how SchoolPay will be used. Then one or more training sessions are held for site staff at the various schools and departments at the district.

Communications

MPN will work with SPS to develop a communication plan for communicating the change of service/new service to the SPS community. The communication plan is 100% up to SPS, however MPN has a variety of resources and experience in working with districts to effectively communicate the service to parents to provide high levels of adoption. MPN's marketing team will create effective custom marketing materials to help with the transition.

b. Describe pre-launch support for requirements gathering, functional and technical design, build, testing, and launch.

During initial implementation meetings, SPS will introduce MPN to the technical staff assigned to the various integrations with third party software. SchoolPay has established integrations with a majority of the third party software solutions used by Seattle Public Schools, therefore MPN does not anticipate any extensive technical design or build requirements for this project. During the implementation meetings MPN will also go over SPS' expectations, policies, and current practices to customize the software to best suit their needs.

Prior to launching, Seattle Public Schools will be given full access to the district's SchoolPay accounts for testing purposes. The SchoolPay Implementation Team will be available to make any necessary modifications and provide technical support to ensure everything is working as intended before going live.

c. Describe initial-use training for appropriate central office staff, teachers, and administrators.

Once the SchoolPay software accounts have been configured for SPS, MPN will conduct initial staff training. MPN will work with SPS to develop custom training plans for their staff based on exactly how the district intends to use the software. Some districts prefer different approaches to training. For example, MPN has worked with districts in the past where MPN trains district admins and they train the site administrators or teachers themselves with MPN staff on hand to answer questions. Other times, MPN staff conducts all of the training. The bottom line is every district is different and has different needs. MPN will adjust training policies to meet the exact needs of SPS.

Staff members are typically trained in their own, fully operational accounts. MPN typically uses real examples of payment items when training staff to create payment items. MPN believes that having staff work directly in their own accounts allows staff members to better absorb the training.

In-person training is available for SPS staff at the request of the district. In this case, training sessions will be scheduled in advance and conducted via a classroom setting. Typically MPN will train groups of administrators that will be performing similar functions in the software together, so that each user is getting exposed to everything they need to specifically perform their job functions.

d. Describe ongoing maintenance agreements and post-launch support for system administrators and end users.

Prior to launching, MPN's Operations Team will work with the district to develop an escalation plan, in the event that maintenance is needed. This Escalation Plan will outline expectations, as well as, points of contact for any requests or inquiries.

Ongoing, both the administrators and end users are welcome to contact MPN's support team. If the request requires technical support, the operations team will be notified and will be able to assist.

e. On-going support: What roles and staffing levels are required?

MPN has found through implementing at districts similar in size to SPS, that two staff requirements are needed to successfully run the SchoolPay system.

District Staff

It is best practice to have a district champion, usually in the business department for payment and finance related questions. This person works as the liaison to MPN staff and site bookkeepers. Additionally, at least one main contact in the technology department is needed for ongoing maintenance.

Site Staff

MPN suggests having one, if not two, contacts at each site level. The main contact(s) at each site are needed to create items and maintain the SchoolPay account for their school. The site contact is also needed to provide insight to any site specific inquiries posed by end users that SchoolPay customer support is unable to answer.

Please note that while these are suggestions, there is no limit to the number of administrators allowed access to SchoolPay. Staffing policies for Seattle Public Schools will be discussed within the first week of implementation.

The following timeline is for example and discussion purposes. It has been provided to give SPS an idea of the start to finish timeline to launch SchoolPay.

Phase 1: Documentation <i>Delivery of all Supporting Documents and Contracts</i>		
<u>Date</u>	<u>Deliverables</u>	<u>Owner</u>
Upon Execution of Contract	Deliver items on Checklist of SPS Deliverables for Account Configuration	MPN
Always Available	Deliver supporting MPN API's	
Upon Execution of Contract	Deliver supporting software integration documentation	SPS
Upon Execution of Contract	Executed Contracts and Applications returned	
Checklist of SPS Deliverables for Account Configuration <i>File specifications will be provided by MPN</i>		
List of Schools and Departments		
Bank Account Information for each payee -- <i>Voided Check or letter from bank for verification</i>		
Student List -- <i>via SIS</i>		
List of Income Chart of Accounts for each school		
List of site administrators for each school -- <i>bookkeepers, principals, teachers, etc. & their permissions</i>		
School/District Logos -- <i>optional</i>		
Phase 2: Introductory Meeting <i>Attendees include: Accounting, Technology from SPS, MPN Service team</i>		
<u>Date</u>	<u>Deliverables</u>	<u>Owner</u>

Week of June 1, 2017	Introductions – Identification of action owners & contact information for each department	All
	Identify Master Administrator (lead person at SPS for SchoolPay)	
	Review documentation and identify any changes necessary	
	Review launch calendar and make any changes necessary	
	Identify any unique banking requirements and internal communication requirements	
	Discuss data sharing requirements, the process involved, and next steps	
	Discuss training schedule	

Phase 3:
Development, Preparation, Department Head Training, Testing

<u>Date</u>	<u>Deliverables</u>	<u>Owner</u>
June 12th - 26th	Configure district, department, and site software accounts	MPN
	Create merchant accounts	
	Deliver accounts and access to system to SPS administrators	
June 26th - July 31st	MPN to scope, complete, and test all development work required by disparate application connectors	MPN
	MPN & SPS communications team construct a custom SchoolPay landing page for SPS	All
	SPS team scope, complete, and test development work required to support data connections between applications	SPS
July 31st - August 11th	Web Academy: Finance Team	All
	Web Academy: Technology/Network Team	
	Web Academy: Other Departments	
August 14th - Sept 1st	Additional testing or customizations as needed	All

Phase 4:
School Site Training Schedule

<u>Date</u>	<u>Deliverables</u>	<u>Owner</u>
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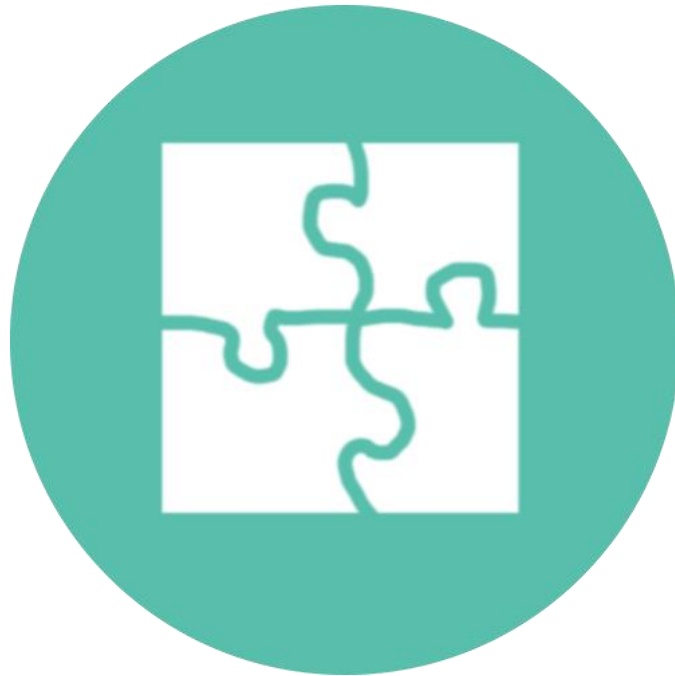
September 1st	Configuration is completed and district is ready to launch	All
Week of September 1st	Training of Phase 1 schools	All
September 1st - 30th	School Site administrators plan & configure payment items they will begin accepting on Launch Date	SPS
	Additional one-on-one webinar trainings with staff as needed	All
Week of September 25th	First delivery of parent communication vehicles to parents for Phase 1 Schools	SPS

**Phase 5:
Go Live Rollout – Parent Communication**

<u>Date</u>	<u>Deliverables</u>	<u>Owner</u>
Week of October 1st	SchoolPay is officially launched for parents at SPS at Phase 1 schools	SPS
	SchoolPay links are provided on school & district websites	
	Second delivery of parent communication vehicles to parents	
	Go-live materials posted on social media	All
Oct - Dec	Additional webinar training as needed	All

**Phase 6:
Post Launch Reconciliation Training with Finance Team and Site Bookkeepers at remaining schools**

<u>Date</u>	<u>Deliverables</u>	<u>Owner</u>
December 2017	Web Academies: Training Sessions with Remaining site staff	MPN
January 2018	Go-live rollout for remaining schools	SPS

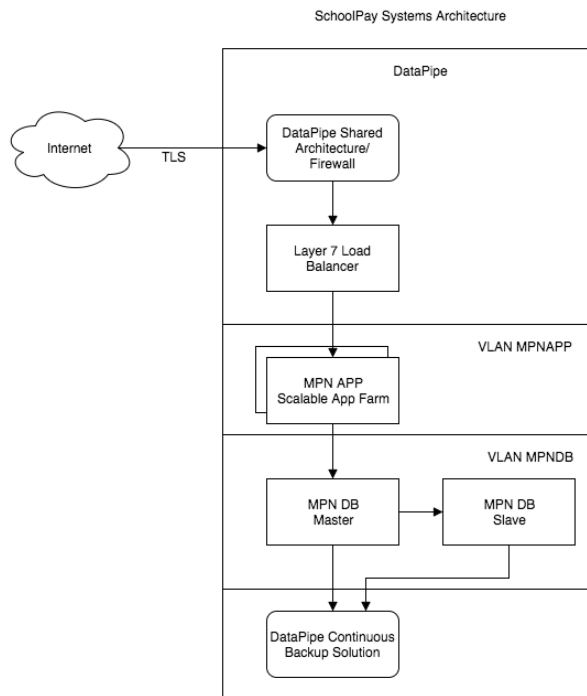


Tab 5

Technical Qualifications

Technical Qualifications

- a. Provide a brief summary overview of the key design features and functionality of the product(s) or solution(s) offered and describe how they meet the requirements specified by Seattle Public Schools in this RFP. Please provide a network and system architecture diagrams with an emphasis on showing how security is addressed.



The diagram provides a high-level view of our system architecture. Detailed schematics of all system and network architecture are audited annually by a QSA (Qualified Security Assessor) as part of our annual, Level One PCI DSS audit. Some of the network diagrams are proprietary to our hosting provider who is SAS 70 Certified and considered to be the gold standard in PCI DSS Hosting solutions.

Because we host in a facility that is focused on secure hosting, every time our production environment is accessed an audit trail is created. Likewise, an audit trail of how your approved users of School Pay is generated when user access our software.

The software is uniquely built for the enterprise. Every account is 100% controlled to your specifications in terms of both access to content (types of payment items) and features (ability to issue refunds for example). Every feature is built to be 100% self-service. Moreover we have extensive experience normalizing data that comes from multiple integration sources (we manage an average of four data syncs with disparate applications per implementation), and have a robust monitoring network to guard you against any data failures. Likewise, delivering data via API or file sync is another core competency. You would be hard-pressed to find a software more configurable to the enterprise, and more proficient in data management than SchoolPay.

- b. Provide a detailed description of how your firm meets the requirements for Payment Card Industry Data Security Standard (PCI DSS) Compliance systematically and throughout the checkout process? Please clearly describe the responsibilities of your company and the district in maintaining PCI compliance. How often do you audit for PCI DSS compliance? In the event of security breach, what are your procedures to close the breach quickly, identify the full extent of the affected records, and notify the district of impacted users?**

MPN is a level one PCI audited company. Being a level one provider means that MPN is audited once a year. MPN just completed its most recent audit and passed according to our audit firm and VISA. Because we are an audited payment provider, the security of the SchoolPay system is verified from end-to-end. To give you an idea of the security all sessions (typically the start of the process) are encrypted. This is true whether the person is a logged in staff member or parent, or as a guest.

Further, any person trying to access SchoolPay is subject to the scrutiny of Intrusion Protection Services (IPS). IPS severs any connection attempt that is missing security or violates protocols in any way. Once past the IPS, the person needs to get past a firewall that only lets pre-programmed connections through. If the person is able to get past the firewall, they arrive in the web-servers. The web-servers serve up the SchoolPay screens to users and interact with the database to pull up or submit data. There is another firewall between the web-servers and databases. If the person were able to get past the second database they would find nothing but encrypted data. Literally, all of the data stored in SchoolPay is encrypted to a powerful algorithm. The key that decrypts that data is stored in a third-party company which only provides the key via a secure process. Also, the keys change from time to time.

Physically, the security is just as strong. MPN hosts its servers and databases with Datapipe, a leader in PCI Compliant hosting. The facility which houses the MPN servers has card key access, full surveillance, and multiple perimeters within the building. The servers themselves are secured in cages. The building has fire suppression and back-up power.

Point of Sale Requirements

P=Parent/Student, F = Fiscal Admin, D=District Admin, T=Teacher or Account Owner

Note: Dates, Hours and Cost listed in the Future Release and Paid Enhancement columns do not constitute a binding quote. This is to understand the relative size of the enhancement. Ranges can be provided.

Please add follow up information requested within a question in the "How does your solution accomplish this?" column.

Requirement										
1. Functionality and Usability Requirements										
1.0.00	P	F	D	T	User Features	Yes	No	Future. Release Date	Paid Enhancement? (Hours/ Cost)	How does your solution accomplish this?
					Basic Features					
1.0.01		X	X	X	Ability to take cash and check payments for fees, fines and purchases and record against a student or general account?	x				Yes, SchoolPay allows schools and districts to collect cash and check payments for any and all fines, fees, and purchases. All payments for student fees, fines and purchases are recorded for the specific student within SchoolPay. Student fees and fines may be configured in SchoolPay. Student fees and fines can also be configured in third party systems (Destiny, PowerSchool, etc) and payments against those fees and fines can be posted back to third party systems.
1.0.02		X	X	X	Ability to take credit and debit card payments for fees, fines and purchases and record against a student or general account? If yes, via magnetic strip and chip?	x				Yes, SchoolPay allows schools and districts to collect credit and debit card payments for any and all fines, fees, and purchases. All payments for student fees, fines and purchases are recorded for the specific student within SchoolPay. Student fees and fines may be configured in SchoolPay. Student fees and fines can also be configured in third party systems (Destiny, PowerSchool, etc) and payments against those fees and fines can be posted back to third party systems. SchoolPay uses magnetic strip card readers for in-person credit and debit card payments.
1.0.03	X				Ability to see pages in additional languages (Spanish, etc.)	x				Yes, SchoolPay can be translated to more than 90 different languages, including Spanish. SchoolPay also provides live spanish speaking support.
1.0.04		X	X	X	Ability to restrict purchase online to students that do not qualify be able to purchase? (e.g. Suspensions for a student, After school classes limited to specfic grades)	x				Yes, every payment item (fee, fine, good, service, or anything the school or district is taking payment for) can be targeted to specific students or specific custom groups of students. The SchoolPay payment item targeting features allow the district to restrict payment options for specific students.

1.0.05		X	X			Does the system have the ability to accept payments by non-admin level roles away from the Fiscal/Accounting office and provide receipts (e.g. Athletic events, Start of School purchases, Student Store, etc). The purchase could be specific or non-specific to a student and should post to the correct account at the time of purchase.	x				Yes, SchoolPay allows non-admin level roles to accept payments away from the Fiscal/Accounting office. Payments can be collected by district/school approved users anywhere in-person payment is desired such as at a school event, student store, registration event, etc. Purchases can be specific to students or non-specific to students. Payments will post to the correct account automatically.
1.0.06		X	X			Ability to implment multiple levels of security access? If yes, please describe how many there are and what functionality is covered?	x				Yes, SchoolPay provides districts with the ability to create custom roles. Custom roles are very flexible to provide the district with the exact access required for each user, or groups of users. SchoolPay provides four preconfigured system roles, however because SchoolPay provides districts with the ability to design custom roles, the number of different access roles available is virtually unlimited. When configuring a custom role, the district simply selects whether users assigned to that role will have full access, read only access, or no access to each and every function and feature available in SchoolPay.
1.0.07		X	X			Ability to add multiple user-defined searchable "tags" (in separate fields if needed) to a transaction in order to reconcile for district/deposit needs as well as reconcile for School/Group/Account needs.	x				Yes, every transaction and every item can associate an unlimited number of custom data "tags" that will be relevant to your reconciliation at either the accounting level (transaction) or fulfillment (item level). The data can be visilbe to the end user in their receipt, or can be hidden and merely passed into reporting. All custom data is available to school and district staff on items reports and can be used to reconcile payments with deposits and automated postings in third party systems.
1.0.08	X					Ability to include documents (Word, Excel, PDF, etc) and/or signatures in the checkout process. Ex. Dance Conduct Acknowledgement, Athletics, etc.	x				Yes, documents can be included into the checkout process as the user adds an item to their shopping cart, however these documents must be hosted by the district and linked into the payment item. Many districts obtain electronic signatures and policy acknowledgements by configuring custom fields in our item build. There are no limits to the number of custom data fields you can associate with any payment item and electronic acknowledgement forms are one of the more common ways schools use these.
1.0.09	X	X	X	X		Does the system have a Spell check enabled feature? Are there any other data quality options are available for locally originated data when entering online? If yes, please list.	x				All modern operating systems provide spell check, only very old operating systems do no. All of our Rich Text Editors have built in spell check, but the remainder of the forms focus on validation of expected data (phone numbers, zip codes, 16 digit bank cards, etc.)

1.0.10	X	X	X		Is there the ability to prepay amounts onto a student card (e.g. ASB) and use it like a payment card? (e.g., Parents can load the card with a balance that can be used for different purchases at the school or other schools. Purchases show up on the student account as a receipt/record.)		x			SchoolPay has an integration with ASB Works, but we have not written to their hardware for loading card value. We would certainly entertain doing that or consider removing cards from the equation and simply "pay by SchoolPay". Pay by SchoolPay could accomplish the same effect, of holding a balance for a single child. While the disadvantage is you cannot uniquely identify a student by way of a card, the advantage is you have no hardware, no cards (which can be lost) and you maintain 100% of the same functionality--pay online with your SchoolPay dollars or pay in person from our virtual terminal. Since nearly all items are tied to students anyway there would be no additional steps. The only time you'd have to search for student's association with usage of SchoolPay dollars is if they are paying for items configured for the community at large. Even payers without students could carry SchoolPay dollars as guests of the school.
1.0.11	X	X	X	X	Does the system provide an individually numbered, unalterable receipt?	x				Yes, SchoolPay provides individually numbered receipts for all transactions. Transaction information on the receipt cannot be altered for auditing and financial control purposes.
1.0.12	X	X	X	X	Ability to reprint or re-email receipts.	x				Yes, Schoolpay allows users to reprint and re-email receipts.
1.0.13		X	X		Ability to print receipts in multiples (One for Office, one for customer, one for district)	x				Yes, multiple copies of each receipt can be printed.
1.0.14		X	X		Ability to record fines as written off, but recognize and display in reporting that a scholarship or waiver was issued.	x				SchoolPay has a waiver function built into its system. The conditions of this function currently work by their association with fee items (items that no longer display upon purchase) and paid on behalf of a student in the group meeting waiver criteria. We would certainly be able to meet your needs and have a wealth of logic and rules we can apply to our items. We simply need to know more about how your data would come to us. Feature is supported however.
1.0.15		X	X		Does the system allow the deletion of receipt information? If so, what internal controls are provided?		x			Receipts are customizable in terms of images that appear and messaging you wish to include (to the item and transaction level). Receipts may be voided by users the districts grant void access to, however records of voids remain in the system for auditing and financial control purposes.
1.0.16		X	X		If the system is down, the District will use pre-numbered hand-written cash receipts. Will the system allow the District to then enter these cash receipts numbers into the system? If no, describe alternate method of entering/tracking these transactions.	x				Yes, the district can configure a field to accept a cash receipt number which can be recorded for each payment.
1.0.17		X	X		Does the system allow user defined fields?	x				Yes, users can configure custom fields for each payment item.

1.0.18	X					Ability to upload student picture?		x			SchoolPay has a placeholder for this sitting dormant in our code. We support images throughout our service and could turn this code on with negligible effort.
1.0.19	X	X	X	X		Ability to use a responsive touchscreen?	x				Yes, SchoolPay is web based and available on any computer, smartphone, or tabled. SchoolPay is supported on touchscreen enabled devices.
1.0.20			X	X		Does your system have user programmable buttons? If yes, can they be color coded?	x				SchoolPay has a full promotion module that includes downloadable buttons in a variety of colors. In addition, we offer larger customers a "custom skinned" version of SchoolPay. This converts the entire payer module into your primary and secondary colors. The feature also offers Seattle a custom landing page so your payment solution takes on a totally custom storefront for Seattle in your look and feel.
1.0.21			X	X		Ability to connect to receipt printers? If yes, what kind of hardware is used and how are they connected?	x				Yes, SchoolPay is web based and accessible from any computer, smartphone, or tablet. As such, receipts are printed using the school/district's current print environment. SchoolPay does not require districts to purchase receipt printers and allows the district to leverage their investment in their current printer technology.
1.0.22			X	X		Does your system have barcode technology?				x	SchoolPay does not currently support bar code scanning, but bar codes work just like a keyboard. Our virtual terminal has the functionality to read from any keyboard.
1.0.23			X	X		Ability to connect to a cash drawer?				x	SchoolPay does not connect to a cash drawer, but doing so would be trivial. We have cash payment support and would be happy to connect to any cash drawer with API /web services support (most do).
1.0.24			X	X		Ability to operate without being connected to a cash drawer?	x				Yes
1.0.25			X	X		Does the system calculate change due?		x			No, SchoolPay does not calculate change due.
1.0.26			X	X		Are you able to manually enter Credit Card details?	x				Yes, SchoolPay allows users to manually enter credit/debit card details as an alternative to swiping a card.
1.0.27			X	X		Do you support Credit/Debit Card transactions via third party? If yes, what are the providers and fees?				x	No, SchoolPay is a payment services provider and supplies the district with all merchant accounts and credit/debit card processing services. Vantiv and Fifth Third Bank underwrite SchoolPay's processing, however Seattle Public Schools will be charged any fees from Vantiv or Fifth Third bank. The prices quoted in this proposal are the only fees assessed for credit/debit card payments.
1.0.28			X	X		Does the system store check numbers for payments made by check?	x				Yes, SchoolPay provides the district the option to collect the check number during the checkout process for in-person check payments.

1.0.29	X	X			Does the system have a flag that will deny check payments from specific customers (e.g., student frequently has NSF checks on account)? How does the system handle NSF Checks?	x				No, SchoolPay does not support this feature.
1.0.30	X	X			Does the system have an automatic notice that can be sent out to collect on NSF checks? Is the verbiage district defined?	x				Yes, when an electronic check is returned as NSF an automatic notice is sent to both the designated contact at the district/school and the person who made the payment. The notice does not include district define verbiage but does provide explanation to the payer. In addition, your ACH merchant account can be configured to automatically retry to process the ACH payment up to three times (which is a perk that accompanies electronic checks). Resubmission dramatically reduces NSF's.
1.0.31	X	X	X		Will the system allow for one payment instrument to be applied for two student different student's transactions? (e.g. Parent writes a check for \$100 in which \$50 will be applied to each of their two students. Can the amounts be determined?)	x				Yes, SchoolPay allows payments to be accepted/processed for multiple different students within a single transaction. The amounts for each student are specified during the checkout process as the user is selecting the items the parent is purchasing. For electronic payments, SchoolPay can route the funds from a single order to multiple different bank accounts if the students attend different schools using different bank accounts.
1.0.32	X				Will your system allow guest logins? What data is collected to log in?	x				Yes, guests can pay for items without an account or elect to create an account. User's name, email address, and billing address are collected during the account creation process. The user has the option of storing their payment information, however they are not required to do so.
1.0.33	X	X			Does the system allow for one student to be on more than one parent account? . (e.g. Separate accounts for mother, father, grandparent, etc.)	x				Yes, one student can be on more that one parent account. It is very common for a student to be on multiple accounts when a mother, father, and extended family member create separate accounts to make payments for a given student or family of students.
1.0.34	X	X			Does the system handle changes to a transaction after the fact? (e.g. Exchanges, correction in price or transaction fee, coding error correction, etc.)	x				Yes, transactions can be refunded or cancelled by the appropriate authorized district staff. Certain information (student data, custom field data, etc.) can be ammended after a transcation is complete and an audit trail is available, however transaction and financial information cannot be ammended due to auditing control purposes.

1.0.35		X	X		Does the system handle sales to non-permanently registered students, teachers, or staff? If yes, How? (e.g. Students from another school, one time substitutes.)	x				Yes, SchoolPay can be used to collect payment from non-permanently regestered students, teachers, or staff. The first option to accomidate this is to utulize guest checkout features which allows anyone to pay for authorized items, even if they are not current students on the student list. The second option is to collect the temporary staff, teacher, or student identification number during the checkout process.
1.0.36		X	X		Does your track students after graduation that still have open fines and fees? If yes, how does that work?	x				PowerSchool has a number of configurations for keeping fees open in their system and passing previous year's fees through. Working through their API we simply display all available fees. The configuration to include any kind of fee will be driven by your PowerSchool software.
1.0.37		X	X	X	Can you apply a fee for all students in a class in one step? (e.g. Art Class fee)	x				Yes, class lists can be synced with SchoolPay and fees can be applied to all students in a class in one step.
1.0.38		X	X		Can the system be set so that when business is being transacted with a student, any outstanding fees and fines are also displayed or notified at the time of purchase?	x				Yes, SchoolPay provides a feature where whenever available payment options are pulled for a student, all fees and fines are displayed that apply to that student during the time of purchase.
1.0.39		X	X		Can the system be set so that no change can be issued when the customer pays by check, debit or credit card?			x		Yes, the SchoolPay can be used in a "no change" situation. Typically, this is driven by the district policy.
1.0.40		X	X		Does the system track textbooks? If yes, please describe the process.		x			SchoolPay does not track the inventory of textbooks, however SchoolPay can be used to accept payment for textbook fees and can be used to manage textbook payments. SchoolPay also maintains an integration with Alio Software. Alio has a textbook tracking software that is widely adopted. And we can sync with Follett Destiny library management.
1.0.41	X	X	X		Can mulitple fees types such as ASB Card, Class Fee and adding money to the lunch balance all be put on one receipt in one transaction?	x				Yes, SchoolPay can be used to accept payment for anything and everything, all within the same checkout regardless of the department the payment is to, bank account(s) the funds are routed to, or number of students being paid for.
1.0.42		X	X	X	Can each school or fee account (Each ASB club, etc.) create their own messaging on the receipt? (e.g. Summer school payment includes a message with the dates for summer school.)	x				Yes, each school and department can create custom messaging on their receipt.
1.0.43		X	X		Can a student record be assigned a specific status? If yes, What are the different states and their criteria? Ex. Active, Inactive, Archived, Hold. Can these status's be user defined and/or selected?	x				This could achieved through our group feature--any students can be assigned to any number of groups and your naming convention is 100% custom.

1.0.44		X	X		Ability to notify when money has been taken in, but not deposited to the bank?	x				Your cash and paper check deposits are outside our scope, but daily monitoring for batch delays are standard "operations monitoring" that we do. A delay in batch depositing is incredibly rare. In the many years we have been processing with Vantiv, we've only had batch delays twice. All clients are immediately notified via inservice alerts.
1.0.45		X	X		Ability to notify parents by email or text that a transaction has occurred with details? Able to set threshold limits on notifications. (e.g Password Change, transaction amount exceeded threshold, etc.	x				Yes, parents are automatically emailed proof of transaction upon successful completion of a transaction. Parents can configure threshold limits for their students' lunch accounts where they can automatically receive a low balance threshold or they can have an automatic payment triggered.
1.0.46		X	X		Does this system allow parents to dispute charges online? If yes, how does that work?		x			No, all credit and debit card disputes are handled through the card holder's credit card company or card issuing bank. We manage the customer support for all clients and disputes are rare. Many disputes come in the form of customer support email, phone calls, etc and are typically resolved. However when a customer elects to dispute directly with their bank that will register a dispute and SchoolPay will resolve those with you--filling out the required paperwork and simply getting your sign off.
1.0.47		X	X		Our District uses pre-numbered deposit slip ticket numbers for reconciliations. Is there a field to hold this data that can be included in the export to SAP?	x				Yes, the district can enter their prenumbered deposit slip ticket number on each transaction. This information can be included in the export to SAP for reconciliation.
					<u>System Coordination</u>					
1.0.48	X	X	X		Does the system allow for a student to be enrolled in two schools simultaneously? (e.g. 1/2 day at two different schools.) Do transactions still show on one student account view?	x				Yes, we support multiple school locators for a student. The parent will find all items flow into one "general district payment items" and the food service dashboard will show two rows of detail for a student in this situation for the purposes of maintaining unique balances and purchases at multiple sites.
1.0.49		X	X		Can fines be added to a student at a different schools? Can this be prevented as well?	x				Assuming you would be using the PowerSchool fees integration, we would take our fee assignments from PowerSchool. However, SchoolPay supports the creation of fee items as well--you may manually build any fee items. The prevention of and use of this feature is controlled via ACL (Access Control Levels).

1.0.50		X	X		Can district or admins look up fines for any student in the district? How is an admin limited to one school, except for those students that have fees with other schools?	x				Again, if you're building fees in SchoolPay, yes, admins can look up fees or fines for any student. If you are leveraging the integration between PowerSchool and SchoolPay all fee and fine sorting and reporting would be tied to their software. We would house the payment after and our reports do support sorting all payments purchased and items purchased by either student name or student ID number.
1.0.51		X	X		Can an admin look up a student utilizing multiple methods? Ex. Student ID, Name, Parent, Class, other.	x				Yes, admins can look up fees available for students based on student ID, first name, or last name. To review payments made for a student in the reporting, admins can also search by fee, parent, general ledger account, and more.
1.0.52			X		Is the initial download of data included in your implementation quote?	x				Yes, initial download of data and ongoing management of data are included in the set up, annual fees, and data management fees quoted in this proposal.
1.0.53		X	X		Does the system have a method to capture G/L account information?	x				Yes, the GL account information is captured for every payment item (fee, fine, good, service, or anything SchoolPay is being used to collect payment for). This information is used for reporting purposes and to post financial information to the accounting system.
1.0.54		X	X		Ability to mass "migrate" students from one grade level to the next in one process?	x				Yes, SchoolPay syncs the district SIS student list with SchoolPay. When the district migrates their student list within the SIS, this migration occurs automatically within SchoolPay. SchoolPay operations staff monitors student list data syncs during migration periods to ensure the data is flowing as expected.
1.0.55		X	X		Can charges follow a student from one year and one school to another year and another school? How is this done?	x				Districts that use PowerSchool's fee modules from their will have past fees tracked. If you utilize SchoolPay to build fees, the fees will remain active and present in all guardian accounts configured for the student until either the fee is paid or you elect to turn the fee off.
					<u>Fees, Fines and Student Store</u>					
1.0.56					Does the system use bar code technology?		x			SchoolPay does not include barcodes as part of its service but the system can be connected to any barcode devices
1.0.57		X	X		Does the system generate bar codes for new students and/or products?		x			Any barcodes would need to be generated by another system to which SchoolPay is connected.
1.0.58		X	X		Does the system use existing barcodes such as manufacturer labeling?		x			When SchoolPay connects to a barcode system it will either use existing barcodes or generate new. Districts prefer to use existing.

1.0.59	X	X		Does the system track inventory real time for student store?	x				SchoolPay does allow some inventory tracking but mainly in the form of a number remaining before being sold out.
1.0.60	X	X		Does the inventory system do any kind of cost accounting?		x			At SchoolPay it is preferred to connect to accounting systems for those features and that SchoolPay will focus on the core competency of accepting and reporting on payments.
1.0.61	X	X		Does the system allow for partial payment of fines?	x				Yes, SchoolPay can be configured to accept partial payments for fines when this option is enabled by the school or district for specific fees and fines.
1.0.62	X	X		Does the system provide a catalog?	x				Yes, a catalog of payment items can be created at each school, department, or across the district.
1.0.63	X	X		Can fines be created at one school and credited to another school? Both for a specific student and general fund functions.	x				Yes, SchoolPay can be configured with the option for specific schools to create and credit fees and fines for other schools.
1.0.64	X	X		Can fines/fees be imported from other systems containing student records?	x				Yes, SchoolPay does this with numerous different systems at districts. Fees from other systems can be imported into SchoolPay via a file exchange process or via a realtime API connection.
1.0.65	X	X		Does the system allow for quantity limits e.g., student store has 20 sweatshirts on hand, student cannot purchase 22 sweatshirts)?	x				Yes, quantity limits can be configured for each item as needed to limit the number of that item that can be sold via SchoolPay.
1.0.66	X			Can reoccurring payments be made?	x				Yes, the school/district can enable recurring payments for given items, fees, or fines.
1.0.67	X			Can parents choose which items to pay leaving the remaining items to be paid until a later date or separate transaction?	x				Yes, parents can select the items they wish to pay from a broader list of all payment options available for their specific students. The parents have the option of paying unpaid items at a later date.
1.1.00				Compliance					
1.1.01				Does your software complies with Federal or local school laws policies or programs?	x				Yes, SchoolPay complies with all federal and local school policies and programs
1.1.02				Are you FERPA compliant (can mask records, can proxy student IDs, least privilege rights)?	x				Yes, the SchoolPay system is FERPA compliant.
1.1.03				Can some data elements may need to be redacted depending upon user level? (e.g.Free and Reduced Lunch, confidential student addresses, etc).	x				We have built special features for Free and Reduce status as well as Waiver status, to prevent staff from having access to these sensitive data. Addresses are a requirement for payment data, but we are holding billing addresses, and not necessarily student home addresses.
1.1.04				Do you comply with the Washington State record retention requirements for School Districts (see https://www.sos.wa.gov/_assets/archives/RecordsManagement/Schools%20Districts%20and%20ESDs%208.2.pdf)	x				Yes, we comply with Washington State record retention requirements.

1.1.05					Do you provide audit trail capabilities? If yes, what is created and what level of detail?	x				Yes, there are several aspects of the SchoolPay system that provide an audit trail. First of all the transaction data is stored for at least two years. All logins by staff are tracked and provide an audit trail of which staff members have been in the system. All payment item changes are also logged. There is a self-service search function that will list all changes to any payment item and the staff person who made the changes. There is also a system role for auditors that is standard in SchoolPay. The Auditor role in SchoolPay gives district auditors access to run the necessary reports for their annual audit.
1.1.06					Do you have internal controls are available to prevent fraud? If yes, please identify how this is managed.	x				The SchoolPay system is specifically built to limit the opportunities for fraud. The entire system is based on Access Control limits, which gives you 100% control over who can see what content and who has access to every function. The system only allows for payments. There is no ability to transfer funds. All payments are submitted to Visa (etc.) for card authorization. They, along with the issuing bank verify data points each card is set to require and when data does not match, they will not authorize. All payments made in-person have, as one of the pieces of data from that transaction, the cashier that handled the transaction. If there is anything abnormal or fraudulent about the transaction, the district can look into who specifically handled that transaction.
1.2.00					Reports and Queries					
1.2.01					Ability to have customizable Dashboard reporting to meet user and executive level requirements?	x				Yes, SchoolPay provides the ability to customize reports for users with specific requirements.
1.2.02					Ability to create user defined, customizable Reports for student data with drill down detail?	x				Yes, SchoolPay provides the ability to create user defined custom reports.
1.2.03					Ability to create Ad hoc queries?	x				Yes, SchoolPay's reporting allows users to create ad hoc queries
1.2.04					Do you have reporting capabilities from simple wizards to more advance reporting design?	x				Yes, SchoolPay provides standardized reports that can be queried to generate specific reports for various purposes. SchoolPay also provides a custom report tool which allows users to create and manage custom reports.
1.2.05					Do users have the ability to export reports in multiple formats; (MS Excel, CSV, HTML, PDF etc.)	x				Yes, SchoolPay's self service reports can be exported in CSV format and opened/viewed in Excel or any program that supports CSV. PDF export is built and currently being refined across our wide breadth of reporting options. And custom exporting of data via process can be output into any format of your choosing.

1.2.06				Ability to generate reports from the system without 3 rd party reporting software?	x				Yes, SchoolPay does not require 3rd party reporting software. All reports can be ran directly from SchoolPay.
1.2.07				Ability to generate reports from the system with 3rd party reporting software? (e.g Tableau)	x				Yes, SchoolPay provides a full API which allows third party systems to connect to SchoolPay to pull reporting information. My Payment Network is happy to supply this API documentation to third party reporting tools and to provide technical support in connecting to our API. In addition, we are happy to export data in any format and deliver it to any service, server, etc.
1.2.08				Do on-demand reports or ad hoc queries have multiple secetion criteria and multiple sort levels?	x				Yes, all reports in SchoolPay have selection and sorting criteria such as date range, student name, student ID, parent name, payment method, payment status and more.
1.2.09				Are totals and subtotals available on reports or the ability to add them?	x				Yes, subtotals are available on certain reports requiring subtotal information.
1.2.10				Can reporting be done at the District, Feeder Pattern, Selected Schools level?	x				Yes, SchoolPay is orginized such that all transaction information is available from the district level. The district is able to run reports for specific schools, groups of schools, or departments; or the district can run reports for the district as a whole. Each school and department receives a SchoolPay administrator account that resides within the district account. Schools and departments can be limited to only viewing reports specific to their school or department.
1.2.11				Can reporting be done at the School, Teachers, Account/Activity Chair, Grade, Class, Family, and Individual Student Level?	x				Yes, reports can be ran based on a variety of criteria using the SchoolPay reporting module, including those as broad as the entire school, down to the individual student level.
1.2.12				Can reporting be done by Date of Purchase, payment method, GL Account, Event?	x				Yes, reports can be generated based on a variety of criteria including date of purchase, payment method, GL account, event, etc.
1.2.13				Can historical date by readily accessed by the user (e.g., student or parent who wishes to know if they have already paid for a yearbook)?	x				Yes, parents have access to all of their historical purchases from their SchoolPay accounts. The schools and the district also have access to this information.
1.2.14				Can fine letters be created from the student accounts to mail or email to parents?				x	No SchoolPay does not send out fine letters to parents. In our experience the district typically has systems in place that generate this type of correspondence. Linking SchoolPay to any such system is a best practice. In such an integration fine letters are sent out at the same time the data for the fine is synced with SchoolPay. This way the parent can log into their SchoolPay account to pay the fine. Notification for past due fines can be generated within PowerSchool.

1.2.15				Do reports meet federal and state report compliance requirements?	x				SchoolPay has been in use by Districts around the country for more than ten years. All reporting meets federal and state reporting requirements.
1.2.16				Does the system come with pre-loaded "canned" reports? If yes, please identify what kind of reports are available?	x				Yes, there are a variety of standard reports available within the SchoolPay reporting module. These reports include an items report, a transactions report, an errors and declines report, a batches report, a chart of accounts report, a paid vs. unpaid report, a registered parents report, a data syncs report, an items by site report, and a recurring series reports. All of these reports can be queried to generate specific report information. SchoolPay also provides users with the option of configuring custom reports using a custom report writing tool.
2. General Technical Requirements									
2.0.00				<u>Document Management</u>					
2.0.01				Is the data at rest encrypted?	x				Yes, all data (not just PCI DSS zoned data) stored in SchoolPay is AES-256 encrypted. Data in transit is encrypted with TLS
2.0.02				Does the District maintain long term ownership and access to the locally collected data?	x				Yes, the District maintains access to locally collected data. Payment Data would have to be shared ownership for the
2.0.03				Does the software provide a solution to the archival requirements of documents up to 10 years?	x				We maintain our data until we reach a point of purge requirements. At that point data is moved to physical media and still fully accessible.
2.0.04				If contract should be terminated, will all data will be returned to SPS in native format?	x				MPN's stance is that the data is owned by the school district and that in the event of a contract being
2.0.05				Are you able to retain financial transaction, collection/dispute data for 6 years?	x				This is longer than data is typically held in the SchoolPay system. MPN is willing to negotiate this point with the
2.0.06				Are you able to maintain contract and agreement data for 6 years after completion?	x				Yes, My Payment Network maintains all contract and agreement data indefinitely.
2.0.07				Are you able to maintain and destroy cardholder data in accordance with PCI compliance?	x				Yes, all data is stored, maintained, and destroyed in accordance with PCI compliance. My Payment Network is
2.1.00				<u>Technology Requirements</u>					
2.1.01				Do you provide documented API's (Application Programming Interface) for interfaces with external applications?	x				Yes, SchoolPay has a fully developed API with supporting documentation for interfaces with external applications. My Payment Network has vast experience connecting the SchoolPay API to third party applications to meet the unique application needs of school districts.

2.1.02					Do the system interface with PowerSchool? If yes, how is this done?	x				Yes, SchoolPay interfaces with PowerSchool in a few different ways. First, SchoolPay will work with the district to sync the district student list via a nightly file exchange. This allows student data to be transferred to SchoolPay. The district may also sync class enrollment data and/or student group data from PowerSchool to SchoolPay. SchoolPay also offers Single Sign On between PowerSchool PowerParent account. This allows a parent to access their SchoolPay account directly from their PowerParent account where a link between the two accounts is established. Lastly, SchoolPay has a realtime API integration with PowerSchool's fees module. Any fees tracked and maintained in PowerSchool, can be automatically pulled from PowerSchool into SchoolPay in realtime and paid for either in-person or online. Upon successful completion of a payment, the payment is posted back to PowerSchool in realtime. This allows schools to accept payment in-person using SchoolPay for PowerSchool fees or for parents to pay their PowerSchool fees online using SchoolPay.
2.1.03					Do the system interface with Destiny? If yes, how is this done?	x				Yes, SchoolPay interfaces with Destiny through a file exchange process. Using this, Destiny can be configured to export student fee/fine information nightly to SchoolPay. Destiny fees and fines then become available for students to be paid for either online or in-person. SchoolPay then exports a transactions file for Destiny Fees that can be automatically uploaded into Destiny to post payments for Destiny fines/fees back to Destiny.
2.1.04					Does the system interface with ERP Systems? (e.g. SAP)	x				Yes, SchoolPay interfaces with SAP through a file exchange process. Using this, SchoolPay exports a transactions file to SAP to post SchoolPay transaction data to the appropriate accounts within SAP. The specific data transferred is determined by the district based on their SAP configuration and accounting practices.
2.1.05					Is the system managed centrally?	x				SchoolPay is a centrally managed service. Everyone uses the same, current and centrally service application.
2.1.06					Can the system export data to flat file, ASCII format, CSV (Comma Separated Values) and/or XML format (SIF Compliant)	x				Yes, all SchoolPay reports can be exported to a CSV file via the user interface. For the purposes of exporting data to third part systems, SchoolPay operations team can export data to any format required.
2.1.07					Does the Application supports HTTPS?	x				Yes, all connections from a user's web browser to SchoolPay occur via HTTPS.

2.1.08				Does the system utilizes web browser/intranet architecture compatible with current SPS standards (IE version 11 or Firefox 41)	x				Yes, SchoolPay supports the two most current versions of every major web browser (mobile or desktop), including IE 11 and FireFox 41.
2.1.09				Does the system meet client OS requirements (windows 7 or higher)? Please identify the client requirements (RAM, hard drive space, etc)	x				Yes, SchoolPay is a fully hosted service accessible from any standard web browser. As such there are no specific hardware requirements for using SchoolPay.
2.1.10				Can the system support > 300 concurrent users with no visible impact on performance?	x				Yes, SchoolPay undergoes regular stress testing to ensure usage rates greater than 300 users do not impact site performance. Accross the SchoolPay customer base, it is not uncommon to see greater than 300 concurrent users accessing the system. SchoolPay is regularly monitored to ensure no performace issues occur based on current and future projected usage rages. Further, SchoolPay has been load tested for more than 500 concurrent sessions at a time. The system operates at about 15-20% capacity today so there is ample room for growth in SchoolPay users.
2.1.11				Are application updates are scheduled at least 48 hours in advance, and new feature updates can be optionally enabled or disabled?		x			All features in SchoolPay are built to toggle on or off. However, if an update includes the optimization of returning report queries faster, we do not release an update like that in a way that users would have to specifically turn that on. There are hundreds of minor updates to optimization, tool tips, user experience improvements, etc. Our client feedback is our service is just bigger, better, and faster at all times. The interface is always improving based on the feedback we get from our customers.
2.1.12				Does the application support custom report writing?	x				Yes, SchoolPay has a custom reporting feature which allows users to create custom reports based on a variety of available data fields.
2.1.13				Does the application place undisclosed cookies on SPS Desktops?		X			Cookies have been debunked as a security threat and are widely used in modern software to identify users as they navigate through the many pages of software applications. Our use of cookies is disclosed in all user's Ts and Cs.
2.1.14				Is there a training Environment available that can be refreshed from production?	x				Yes. SchoolPay would set-up a training environment for SPS if desired by the district. The training environment would be a production account that is set for mock processing so that the account can be used extensively for training and testing with no live transactions needing to be refunded etc.
2.1.15				Are there customer-customizable fields with the ability to integrate into the existing UI available for exports/reporting (custom fields)?	x				Yes, SchoolPay offers customer-customizable fields as standard functionality that are available on reports and exports.

2.1.16					Are you able to provide stationary equipment to take payments and print/email receipts?	x				Yes, SchoolPay offers two types of card readers for in-person payments through our Virtual Terminal, a USB card reader and an iPad card reader. All payments processed through the Virtual Terminal, either swiped or manually entered, are provided a receipt. The receipt can be printed or emailed to the payer.
2.1.17					Are you able to provide mobile/tablet attachments to take payments and print/email receipts?	x				Yes, our iPad card reader can take payment mobilly using an iPad tablet. Once the payment has been processed, the receipt can be printed or emailed to the payer.
2.1.18					Ability to export and import both manually or by interface Students, teachers and staff	x				Yes, SchoolPay allows the importing of student, teachers, and staff lists via an automated nightly sync, or manually.
2.1.19					Can you list what kinds of customizations are typically done by your customers in order to Go Live? If yes, please elaborate in the "How" column.	x				The SchoolPay software is extremely customizable and configurable based on each district's unique needs. Typically, districts want to build custom roles and permissions based on the staff and/or departments who will be accessing SchoolPay. From a financial standpoint, customizing the payment categories and accounting codes to select from when a staffmember is creating an item in their account. Custom reports are often created for staff based on the specifc transaction information needed on a daily basis. On the communications end, custom landing pages for our districts are often created, complete with the district's own SchoolPay.com URL. Each school can also upload logos to items and receipts further branding their account.
					<u>Updates</u>					
2.1.20					How often are updates made?	x				SchoolPay is an ever-evolving application. All clients receive the benefit of all updates made throughout the year. We typically release 1-2 minor "tweaks" to our software each month (more tool tips, optimization of reporting results, better validation messaging, etc.) and 2 major releases (July 4th week and the week between Christmas and New Years) annually.
2.1.21					Are updates a part of the annual maintenance agreement?	X				Yes. There is no additional charge for all upgrades.
2.1.22					Are updates available online? How often do they occur?	x				We typically release 1-2 minor "tweaks" to our software each month (more tool tips, optimization of reporting results, better validation messaging, etc.) and 2 major releases (July 4th week and the week between Christmas and New Years) annually.

2.1.23				Is system down during the update? If yes, how long is the typical down time?		x		No, SchoolPay updates using continuous integration requires no-downtime. Updates occur automatically without interruption of service. For major releases scheduled twice per year, SchoolPay will occasionally schedule a maintenance window. These occur during our lowest traffic times over holidays in the early morning as to limit the impact. Major release updates generally occur with less than two hours of downtime.
2.1.24				Will SPS be required to manage and install the updates?		x		All updates to software are centrally managed. There is no action on your part necessary.
2.1.25				Can updates be done remotely from the central office?		x		All updates to software are centrally managed. There is no action on your part necessary.
2.1.26				Can all sites be updated without additional downtime for manual software loading?	x			All updates to software are centrally managed. There is no action on your part necessary.
2.1.27				Do updates require vendor or consulting services to successfully complete? If so how much time and is this time billable?		x		All updates to software are centrally managed. There is no action on your part necessary.
2.2.00				<u>Systems Integration</u>				
2.2.01				Are you able to provide data exchange tools such as a web-service API following industry-standard protocols; SOAP, XML, HTTP, SSL. If yes, please identify.	x			We can provide our data in any format you need. We provide web services HTTP/SSL that exchanges in JSON and XML format, but we do not provide our data with SOAP envelopes.
2.2.02				Are you able define your authorization mechanism options for access? If yes, please provide. Do you support table import for authorization levels?		x		We do not support table level import because we are a multi-tenant application. Our web services authentication method is basic HTTP authorization.
2.2.03				Do you support integration with ADF, O365 or LDAP for user Logins/authentication? If yes, please elaborate on authentication options. ADF preferred.	x			We have implemented to many SSO/federated identity providers and are happy to integrate to more. LDAP is not supported due to the way it is built, however, the other ones yes.
2.2.04				Ability to schedule (e.g., daily, weekly, monthly) batch import/export of data. Secure FTP or other encrypted nightly file transfer likely.	x			Yes, we can schedule an import/export of batch data to an sFTP server on any predetermined basis.
2.2.05				Ability to automate purchase transaction interface to show paid and unpaid transactions in Library and SIS systems without having to log into POS directly. Want real time or as close to it as possible.	x			Yes, SchoolPay is able too update third party systems for transactions processed within SchoolPay to mark fees as paid, or update fee balances. With SchoolPay's PowerSchool integration, this update occurs in realtime the moment a transaction is completed. With Destiny Library fines, this update occurs via a file exchange process per the district's schedule.
2.2.06				Ability to automate deposit transactions by interface or upload with SAP.	x			Yes, we can set up an automated import/export of deposit transactions to be updated in SAP.
2.2.07				Ability to upload fines, fees, charges from Excel. This would be separate from charges coming Library, School and Food Services	x			Yes, fees and fines can be updated using a spreadsheet submitted by the district to the SchoolPay operations team.
2.2.08				What database engine is used with your system?	x			InnoDB

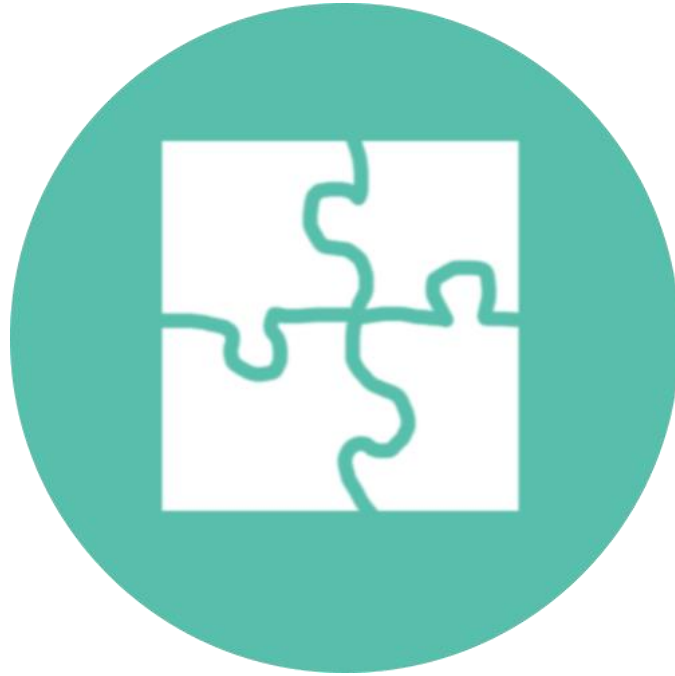
2.2.09				Which interface formats are supported? How long does it take to create an interface for your software on average?	x					This question seems to infer we work from a Windows Database and you may be requesting direct access to it for the purposes of building apps directly? As a PCI compliant service, we offer access to our database by way of our API, or we transfer any data you require. We'd be happy to elaborate on serving your needs; however, it's currently at a level that makes it difficult to provide a specific response.
2.2.10				Does the system provide for ODBC connections by a third party?		x				No, because our software is multi-tenant.
3. Platform Requirements										
3.0.00				Security						
3.0.01				Does your firm concur that all data belongs to District? If not, please explain.	X					All data provided by the district belongs to the district. All data provided by the payer for the purposes of making payment would need to be shared so that SchoolPay can perform its services, meet its payment card industry data storage requirements etc.
3.0.02				Does your firm agree not to share data with other agencies or partners?	x					Yes, no SPS data will be shared with third parties others unless requested and authorized by SPS.
3.0.03				Does your firm agree to segregate SPS data from their other clients? If yes, how is that done? (e.g. dedicated server with dedicated DB)	x					Each customer has their own partitioned database in the SchoolPay system. This separates each client's data without the expense of having a fully replicated database.
3.0.04				Do you have an off-site data backup and disaster recovery plan that restores both at the DB level or the object level?	x					SchoolPay's application and database servers are all held in a PCI-DSS secure hosting facility and held in redundancy. Both application and databases are backed up daily and our back ups are also backed up. Our hosting facility is especially equipped to keep operations moving even in the event of weather and upstream issues with locations in multiple parts of the country.
3.0.05				Do you support intrusion detection systems and antivirus/anti-malware controls? If yes, which systems and controls are supported.	x					SchoolPay's has applied intrusion detection, malware protection, and access logging in compliance with PCI-DSS requirements
3.0.06				Do you have an incident response protocol with a defined SLA for notifications? Do these notifications include notification of breaches? Are access logs retained for at least 2 weeks?	x					Yes, SchoolPay has all of this.
3.0.07				Do you have an approved secure and encrypted method of data file transfer (by District); Ability to disable export upon request (intrusion, data leak suspected, etc)	x					Yes, SchoolPay maintains an SFTP server with dual credential set up, automatic credential rotation, and event logging. Exports can be disabled at any time by request.
3.0.08				Are you able to use encryption for password authentication, storage and reset processes	x					Yes, everything you do on SchoolPay is encrypted. We do not support any unencrypted communication protocols.
3.0.09				Is security granular (down to individual users)?	x					Yes

3.0.10				Can security and authentication can be audited and reported on?		x			SchoolPay's logs are audited by our hosting provider's security team daily. We do not currently have any protocol to share our access logs with our customers.
3.0.11				Can search results be bounded by permission and security controls?		x			SchoolPay does not have any plans to make our security logs available to our customers.
3.0.12				Can student data can be deleted when no longer required or as required by document retention laws?	x				Students move to soft delete as soon as we no longer receive them in a daily file from the district. Hard purges can be done at any frequency of your choosing.
3.0.13				Is your system PCI compliant for all transactions?	x				Yes SchoolPay is a Level 1 PCI compliant provider. This means that the SchoolPay system is audited by a third-party auditing company.
3.0.14				Will SPS be required in any way to hold credit card details within its domain? SPS does not want to do this.		x			No, SPS will never hold credit card details within its domain. All credit card information is stored on SchoolPay's secure servers per the highest levels of PCI DSS Compliance.
3.1.00				<u>Support</u>					
3.1.01				Does Installation include user start up training?	x				Yes, SchoolPay offers unlimited user training. Typically when we launch at a district, we conduct multiple start up training sessions either in-person or via webinar. We can tailor our training plan to meet the exact needs of Seattle Public Schools.
3.1.02				Does Installation include customization of software?	x				Yes, during implementation the SchoolPay implementation team will configure all district and school SchoolPay accounts based on needs uncovered during implementation planning meetings with the district. SchoolPay provides the district with a high degree of customization depending on the district's needs. This includes a custom skin which allows the district to design the general layout and color scheme of the software.
3.1.03				Do you have customer support hours? If yes, what are they? (7x5 PST/PDT M-F is a minimum). Which methods are available? (e.g. Chat, toll free phone number, static content, etc.)	x				Yes, live customer support via telephone is available between the hours of 5am-5pm PST/PDT Monday-Friday. Email support is available both during regular business hours and after hours for urgent inquiries.
3.1.04				What is the typical response time for support?	x				All customer support calls are answered immediately during normal business hours. We provide a standard 24 hour response time for email inquiries, however they are usually answered well within one hour during normal business hours.
3.1.05				What is the average tenure of your support staff?	x				SchoolPay Customer Support staff has an average tenure of two years.

3.1.06				Do you have an annual user group conference or online community groups?					SchoolPay does not hold an annual user conference. We are in the process of creating online community groups for school/district users. We currently have an online community group for SchoolPay non-profit users where they can post questions and comments about their SchoolPay account.
3.2.00				Infrastructure (Hosted and On-Premise Infrastructure – Hosted					
3.2.01				Does your system have acceptable Server Capacity and response time (throughput measured by remote user)	x				We use New Relic's end-user statistics gathering program to ensure that we our end users are getting a satisfying user experience as well as identifying and optimizing bottle necks. All aspects of our application are designed to work at any scale.
3.2.02				Does your system have 24x7 Availability (Datacenter staffed/monitored for issues)	x				Yes the system is available 24 x 7
3.2.03				Does your system have effective availability to the end users (redundancy helps); What are your uptime numbers?	x				In the last 5 years, SchoolPay has experienced no more than 15 minutes of down time in any given year, with the exception of last year (2016). In 2016 we completely moved off our legacy system, including our legacy API during the same time our processing platform moved platforms as well. Clients were notified for two years and the operation took place during the week between Christmas and New Year's eve. That week along with July 4th week are the two times each year that SchoolPay schedules any software release requiring any down time (typically less than 5 minutes). Last year's migration of multiple platforms was the first of it's kind in 10 years of operation all stakeholders had plenty of notification.
3.2.04				Does your system have acceptable Data Center reliability? (power, HVAC, etc. backup)	x				Again, DataPipe is specifically built to support PCI DSS hosting solutions. This is their sole business. Data Centers are built the the highest requirements.

3.2.05				Does your system have acceptable Response time for incidents/failures? (1 hour is common)	x				There are a variety of incidents that can occur. Total application failures has only happened once in our 10-year history and it was tied to a large, multi-regional upstream event. The event was so large scale most of the internet was impacted. Our application is monitored within our hosted facility for ongoing healthy checks to insure continual uptime. Any healthycheck failure is typically responded to in minutes. Every healthy check alert we've ever triggered has been tied to school holiday closures and false positives being generated by low transaction volume. All operations are monitored daily and it's not uncommon for a data sync to fail for one reason or another. Those processes are on immediate notification. In addition a data admin also follows up with notification via a prescribed Escalation Plan we put in place for all clients, specifically written to the kind of system integration and data sharing we'll put in place for your account.
3.2.06				Does your system have acceptable physical security at hosted site?	x				DataPipe is a PCI DSS specialized facility with 24 hour video monitoring of their premises.
3.2.07				Does your system have a method for client/end user deployment? (Web based client, MSI, Mac package installer) If yes, please describe?	x				Our solution is entirely web-based, and requires no end-user client other than a relatively modern web browser to access.
3.2.08				Does your system have client installation requirements? (Java, .net, flash, Silverlight, etc) If yes, please describe.		x			Our solution only utilizes features standard across the last 2 versions of the most commonly used browsers, Chrome, Firefox, IE, and Safari. This minimizes the need for additional dependencies.
3.2.09				Required bandwidth per simultaneous user	x				Our service is designed to be very fast, by employing persistent TLS connections, session caching, image optimization and tiling, and other optimization tricks of the trade. Because of this, SchoolPay consistently delivers satisfying end-user scores (gathered by New Relic) even on users with 300kbps connections for users using relatively modern browsers.
3.2.10				Can you provide a high level architechure diagram? Please include in submission.	x				Included in submission
				<u>Infrastructure – On-Premise</u>					
3.2.11				If run in-house, is your system compatible with Windows 2008 or 2012 R2, SQL Server 2008/2012, and .NET environment?	x				Our system is written in PHP/MySQL and we have had success installing it on test IIS servers, however, it is not a .NET application. However, we do not have plans to offer an on-premis version of our software.
3.2.12				Were the RAM, Hard Drive and Memory requirements of a self-hosted server included in your implementation quote?		x			We do not provide an on-premis version of our software.

3.2.13						Can your system be run on a VMWare host?	x				Yes, you can run our software on a VMWare host. However, we do not have plans to offer an on-premis version of our software.
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Tab 6

Team Organization, Availability, and Capacity

Team Organization, Availability, and Capacity

- a. **Briefly discuss how you propose to organize your team to support this project. Identify each of the key players and define their roles and responsibilities. Describe each of the key team members' relevant professional experience, certification, and education in resume form. Highlight implementation and integration experience with other systems such as PowerSchool, Destiny, Pay-PAMS, and SAP or similar.**

The staffing plan for Seattle Public Schools is to assign a dedicated account manager to support the district's ongoing needs. Kerri Fahy will be your lead. Kerri has two years of experience working with school districts of all sizes, making her acutely aware of the issues that may require attention. When dedicated technical support or additional customer service is required, Kerri will delegate those tasks to the customer service and technical support team.

Kaitlyn Hetzel, MPN's implementation manager and customer service manager, will implement and launch SchoolPay for SPS. As an implementation manager, Kaitlyn oversees the implementation and integration experience with third party software systems used by the district. As customer service manager, Kaitlyn oversees the customer service team to ensure that every inquiry is handled accordingly so that My Payment Network offers the best possible support for SchoolPay customers. Due to the size of SPS and the scope of this implementation spanning multiple departments, Kaitlyn will provide a direct role in this implementation. Kaitlyn has worked with several entities of all sizes launching SchoolPay, most notably, Orange County Public Schools and Houston Independent School District.

The technical work required to integrate SchoolPay with PowerSchool, Destiny, Pay-PAMS, and SAP will be done by the SchoolPay development and operations team. The development and operations team is run by Ann Dunaway. As the SchoolPay Product Manager, Ann will work with Kaitlyn in the implementation department to ensure that all third party data connections have been configured and tested for Seattle Public Schools' use.

While Kerri and Kaitlyn will be the district's primary points of contact, Seattle Public Schools will have access to SchoolPay's fully staffed customer and technical support department. My Payment Network views the SchoolPay service as more than a software application. SchoolPay offers payments as a service for school districts. Both school/district staff and parents/community

members making payments to the district have access to live customer support from 5am-5pm Pacific Time (after hours customer support is available via email for urgent inquiries). My Payment Network has vast experience in supporting K-12 payments. We have designed our live customer service hours surrounding peak usage times of current customers. These peak usage times are in the morning before lunch periods and in the late afternoon. We have learned that it is critically important that parents have a live customer service department to contact during the morning rush.

Key Team Members

Kerri Fahy

University of Wisconsin- Madison, BA, May 2012

My Payment Network- Account Manager

March 2015-Present

- Provides excellent customer service to districts and parents using the SchoolPay software
- Assist with the implementation and training process for all new district customers
- Provides consultative advice to school districts interested in streamlining their payment processes

Kaitlyn Hetzel

University of Wisconsin-Madison, BS, May 2012

My Payment Network- Implementation and Customer Service Manager

March 2013-Present

- Oversees the implementation of new SchoolPay accounts for district customers
- Provides ongoing training and support for SchoolPay administrators
- Oversees the customer service and technical support departments to ensure inquiries are handled appropriately

Ann Dunaway

University of Wisconsin-Madison, BA, May 1988

My Payment Network- Chief Marketing Officer and SchoolPay Product Manager

February 2005-Present

- Leads all executive decisions regarding operations, product development, and corporate policies
- Develops and executes corporate PR and marketing initiatives for My Payment Network
- Oversees the operations and product development teams to ensure that the software is operating as expected

Ryan Knuesel

University of Wisconsin-Platteville, BS, May 2011

My Payment Network- Director of Technology

June 2011-Present

- Performs software maintenance and releases in PCI-compliant environment
- Maintains production web and database servers that handle thousands of transactions per day
- Develops and builds new SchoolPay features and integrations with third party software

David Dunaway

University of Oklahoma, BA, May 1988

My Payment Network- President and Chief Executive Officer

February 2005- Present

- Founded My Payment Network
- Leads the product development, corporate development, fundraising, and sales for the company
- Oversees the day to day operations of My Payment Network

Overall, Seattle Public Schools will find that MPN is an excellent partner in designing, implementing, and maintaining third party integrations. MPN designed SchoolPay to easily integrate with third party applications. Districts expect that their applications work together to provide efficiencies for the district. We have been implementing and maintaining third party integrations for our customers for over ten years. Notable integrations include:

- **PowerSchool-** As an official PowerSchool payment partner, SchoolPay connects to PowerSchool SIS to allow parents to pay for fees tracked in the PowerSchool fees module. Parents can also log into SchoolPay directly from their PowerParent account via single-sign on. There are roughly ten districts currently using the SchoolPay/PowerSchool integration. In addition, SchoolPay recently built a custom integration with a third-party PowerSchool fee plug-in for Shrewsbury Public Schools (MA). This integration allows the district to mark SchoolPay created fees as paid in PowerSchool.
- **Destiny-** In the summer of 2016, SchoolPay designed a custom integration with Follett Destiny as a requirement of the Portland Public Schools' RFP. The integration was built so that SchoolPay could send/receive fee data from Destiny to allow parents to pay for fines in their SchoolPay account. Through this integration, fees are marked as paid in Destiny, automatically, on a daily basis. This custom integration is currently being implemented at Nixa Public Schools as well, and would be available for use by Seattle Public Schools.
- **Pay-PAMS-** SchoolPay currently integrates with Pay-PAMS(PCS) for Nixa Public Schools. SchoolPay receives balance and purchase history from PCS and in turn, SchoolPay posts payments to PCS to credit students' accounts. Parents can track and manage purchase history, configure auto-pays, and make deposits all from their SchoolPay account based on the information in PCS.
 - **Special note regarding food service POS integrations-**

At MPN, we believe that a district should be able to choose the vendors they work with and have those systems work together to best suit the needs of the district. That said, MPN designed SchoolPay to work with any food service point of sales system so that parents have one single location to make all payments to a district. MPN is willing to connect to any food service system. Current food service POS partners include: eTriton, Meal Magic, Primero Edge, PowerLunch, Skyward Food Service, and PCS (Pay-Pams). In cases where Food Service POS vendors offer real-time API integrations, SchoolPay is connected to provide a real-time integration.

- **SAP-** SchoolPay regularly connects to financial systems, similar to SAP, to post transactional data that updates the general ledger accounts and automates reconciliation. SchoolPay does this by exporting transaction data to a secure FTP site in a file format and field structure that is consistent with the financial software's needs. SchoolPay can also be configured to receive a list of general ledger accounts from SAP via sFTP sync. This allows current district customers to update general ledger accounts in their financial software and have those changes automatically reflect in SchoolPay.
- b. Briefly discuss the availability of all key personnel for the scheduled time frame of the proposed project, and identify their proposed location during provision of the requested services. Additionally, discuss the capacity of the proposed team, as a whole, to accomplish this work.**

The key staff used to perform the proposed project are detailed above and will be available for the scheduled time frame of the project. In addition to the key staff identified, MPN's team of fourteen employees, spanning customer service and product development will be utilized in some capacity to perform the scope of this RFP. MPN is consistently evaluating the staff required to service and support MPN's customer base, and adjusts staffing according to demand. All key personnel involved for the proposed project will be working at My Payment Network's Madison Headquarters. MPN has proven its ability to launch, maintain, and support SchoolPay for over ten years and has the resources to accomplish the necessary work for Seattle Public Schools.



Tab 7 Pricing

PRICING FORM

Please identify the pricing for the Point of Sale (POS) software, hardware, installation and training, maintenance agreement and additional enhancements and upgrades. Please use the Project Timeline identified in Section 4.0 of the RFP Document to reflect the implementation, phase 1 and rollout approach.

POS Software						
One Time Charges	Unit	Price	Extended Price	2017	2018	2019
Set-up Fee	1	\$7,500	-	\$7,500	-	-
Total	1	\$7,500				
Reoccurring Charges	Unit	Price	Extended Price	2017	2018	2019
Annual Fee	1	\$1,850	-	-	\$1,850	\$1,850
Transaction Fees*						
Total	1	\$1,850+ Transaction Fees				

POS Hardware						
One Time Charges	Unit	Price	Extended Price	2017	2018	2019
iPad Card Reader **	1	\$50.00		\$50.00	-	-
USB Card Reader **	1	\$40.00		\$40.00	-	-
Total						
Reoccurring Charges	Unit	Price	Extended Price	2017	2018	2019
Total						

POS Implementation and Training						
One Time Charges	Unit	Price	Extended Price	2017	2018	2019
Included in set-up/annual fee	-	-	-	-	-	-
Total						
Reoccurring Charges	Unit	Price	Extended Price	2017	2018	2019
Included in set-up/annual fee	-	-	-	-	-	-
Total						

POS Maintenance (Fixes, Patches, Updates, System Support)						
One Time Charges	Unit	Price	Extended Price	2017	2018	2019
Included in set-up/annual fee	-	-	-	-	-	-
Total						
Reoccurring Charges	Unit	Price	Extended Price	2017	2018	2019
Included in set-up/annual fee	-	-	-	-	-	-
Total						

Grand Total						
All One Time Charges				2017	2018	2019
Total	\$7,500			\$7,500	0	0
All Reoccurring Charges				2017	2018	2019
Total	\$1,850 + Transaction Fees			0	\$1,850	\$1,850

POS Additional Enhancements and Upgrades						
Professional Services Beyond the Contract	Unit	Price	Extended Price	2017	2018	2019
Custom Development Fee***	\$150.00 per hour					
Total	Varies					

*Transaction Fees (does not include food service)

Option 1 Split Settlement: There will be no cost to the district in terms of per-transaction fees. This is accomplished by automatically assessing a convenience fee to the payer. The district would receive the principal of the payment, and MPN would receive the convenience fee.

Option 2 Regular Transaction Fees: The district can choose, on a school fee item-by-item basis, to absorb the transaction fee in full or assess a convenience fee that partially or completely covers the cost of the transaction fee. The district will be assessed the following transaction fees on a per transaction basis:

2.99%+\$0.30 per transaction for qualified credit/debit card transactions (Visa, MasterCard, Discover)

3.54%+\$0.30 per transaction for non-qualified credit/debit card transactions (Visa, MasterCard, Discover)

\$0.25 per transaction for American Express transaction- American Express requires merchants contract directly with them and will assess a separate transaction fee directly to Seattle Public Schools.

0.75%+\$0.50 per transaction for electronic check/ACH transactions

\$0.15 per transaction for cash and paper check transactions logged through the Virtual Terminal

Food Service Transaction Fee- \$1.95 per transaction. Assessed directly to individuals processing food service payments.

**Card readers are not required to take in-person credit card payments through the Virtual Terminal. If the district chooses to purchase readers at \$40.00 for the USB reader and \$50.00 for the iPad reader, the district then owns the card readers.

***Custom Development Fee:

MPN will assess a custom development fee for custom development work required to build requested features or connect to third party applications SchoolPay does not already have an established connection with. MPN will provide Seattle Public Schools with a custom development quote and statement of work should custom development be required.

Pricing

b. Briefly discuss proposed pricing structure for proposed products and services. If applicable, describe the professional services (if any, such as support or initial use training or consulting services) that are included with standard licensing costs for products/solutions offered. For any additional proposed fee-for-professional services, please specify the itemized cost associated (e.g. individual hourly rates, travel costs, reimbursable and direct expenses, etc.)

Set Up Fee: \$7,500 - Paid the first year and the first year only. Covers the creation of unlimited merchant accounts, school and district software accounts, administrator user accounts, webinar training of administrators (unlimited), launching of parent accounts, account management, and customer service and technical support for the first year. Includes connections to pre-existing district software (PowerSchool, Pay-Pams, Destiny, and SAP)

Annual Fee: \$1,850 - Waived the first year, paid every year after the first year beginning on the 13th month of service. Covers all upgrades to the SchoolPay software, ongoing training of administrators (unlimited), account management, and customer service and technical support.

Transaction Fees (Does not apply to Food Service)

Option 1 – Split Settlement: There will be no cost to the district in terms of per-transaction fees. This is accomplished by automatically assessing a convenience fee to the payer. SPS would receive the principal of the payment, and My Payment Network would receive the convenience fee.

Option 2 – Regular Transaction Fees: SPS can choose, on a school fee item-by-item basis, to absorb the transaction fee in full or assess a convenience fee that partially or completely covers the transaction fee.

- 2.99% + \$0.30 per transaction for qualified credit/debit card transactions (VISA, MasterCard, Discover)
- 3.54% + \$0.30 per transaction for non-qualified credit/debit card transactions (VISA, MasterCard, Discover)**
- \$0.25 per transaction for American Express transactions (optional) – American Express requires merchants contract directly with them and will assess a separate transaction fee directly to Seattle Public Schools.
- 0.75% + \$0.50 per transaction for electronic check/ACH transactions
- \$0.15 per transaction for cash and paper check transactions

**Non-qualified transactions will be about 5-10 percent of your overall transaction volume. Non-qualified transactions are those transactions that come from certain corporate credit cards and certain premium reward cards.

Food Service Transaction Fees: \$1.95 per transaction - Assessed directly to individuals processing food service payments to Seattle Public Schools.

Custom Development Fee: \$150 per hour of custom development - My Payment Network will assess a custom development fee for custom development work required to build requested features or connect to third party applications SchoolPay does not already have an established connection with. My Payment Network will provide Seattle Public Schools with a specific custom development quote and statement of work should custom development be required.

Total Initial Cost: \$7,500

SAMPLE AGREEMENT TITLE

This agreement, Contract No. _____, is effective _____ by and between Seattle School District No. 1, a Washington municipal corporation (District), and _____ (Contractor). The District and Contractor agree as follows:

1. **SCOPE OF WORK AND SCHEDULE**

Contractor shall provide services as described in Exhibit A, Scope of Services. Contractor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through August 31, 2020 with annual renewals henceforth. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

2. **CONTRACT PRICE**

District agrees to pay Contractor an amount, on a time and materials basis, estimated to be _____. This amount constitutes the "Maximum Authorized Compensation" as shown in Exhibit E, Fees, for services to perform the work identified in the Request for Proposal No. RFP02756.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. **COMMUNICATION**

The District's representative for this contract is [Contact], [Title]. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District:	[District Contact] [Contact Title] Mail Stop [#] Seattle School District No. 1 P.O. Box 34165 Seattle, WA 98124-1165	To Contractor:
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Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3 above.

4. **CONTRACTOR'S REPORTS**

Contractor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

5. **PERSONNEL**

Contractor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of District.

6. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:**

Exhibit	Topic
A	Scope of Services
B	Proposal response sections for RFP02756 dated _____: B.1: Approach B.2: Capabilities B.3: Team Organization B.4: Availability and Capacity B.5: Experience
C	Addendum No. 1, dated _____.
D	General Conditions of Personal Services Contract (Short Form)
E	Fees from Vendor

VENDOR

SEATTLE SCHOOL DISTRICT NO. 1

_____ Signature	_____ Signature
_____ (Contractor Representative)	_____ Dr. Larry Nyland
_____ Title	_____ Superintendent Title
_____ Date Signed	_____ Date Signed
_____ Company Name	
_____ Employer I.D. No. or Social Security No.	

**SERVICES CONTRACT
GENERAL CONDITIONS (SHORT FORM)**

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1 Services. Contractor shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "Services."

1.2 Manner of Performance. Contractor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Contractor under this contract.

1.4 Correction of Noncompliances. Contractor shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

1.5 Contractor's Personnel. All personnel employed by Contractor engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Contractor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Contractor of responsibility for such person. If any personnel are reassigned or replaced by Contractor upon District's request, Contractor shall replace them with personnel approved by District.

1.6 Contractor Employee Background. Pursuant to RCW 28A.400.330, Contractor shall prohibit from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

1.7 Compliance With Laws

1.7.1 General. Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities. Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Contractor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the

Attachment 3
Standard Form of Contract

Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Warranty of Accessibility. If services include the provision of technology related products, Contractor warrants the following:

A. The system and services provided to the District will comply with all local, state, and federal laws, regulations and relevant regulatory guidelines. Contractor further agrees that the system and services provided to the District will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Contractor will furnish such documents and information as may be reasonably requested by the District to evidence Contractor's compliance with the terms of this agreement.

B. Contractor will use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to the District under this agreement, such system and services will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA; provided, however, that Contractor will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. If Contractor cannot ensure WCAG compliance for a portion of its services, Contractor will detail how it will support the District in providing equally effective alternate access for nonconforming web content and software and unusable equipment, devised, and hardware.

C. Contractor will conduct an accessibility test using an independent third party automated software system or a method otherwise mutually agreeable to the parties, to determine the compliance of the products and services provided to the District under this agreement with all accessibility laws and protocols, including the WCAG, as amended.

1.7.4 Student User Privacy. Contractor agrees to comply with the Student User Privacy in Education Rights Act ("Super Act" - a Washington State law on student privacy) if the provisions of SUPER Act apply to the school services provided by the Contractor to the District. School service means a website, mobile application, or online service that: (a) Is designed and marketed primarily for use in a K-12 school; (b) is used at the direction of teachers or other employees of a K-12 school; and (c) collects, maintains, or uses student personal information. A "school service" does not include a web site, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if also marked to a United States K-12 school.

1.7.5 Confidential Student Information. Contractor understands and agrees that any educational records received from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Contractor further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure in connection with the performance of its obligations under this Agreement (provided that the party to whom such information is disclosed is subject to confidentiality restrictions) or under an applicable law or court order. Contractor shall not be permitted to sell such information and must seek permission from District before including such information that is identifiable to the school or district. Contractor agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is expressly permitted in this section or required by law. Upon termination or expiration of this Agreement for any reason, contractor shall either return or permanently delete and destroy all confidential student information. Contractor will confirm its destruction or return confidential student information in writing at the request of the District. For the avoidance of doubt, this section does not create any obligations for Contractor with respect to information that is not in Contractor's control. The unauthorized or unlawful disclosure of student records by Contractor is just cause for the District to immediately terminate this Agreement.

ARTICLE 2 - PAYMENTS TO CONTRACTOR

The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Contractor's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Contractor's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

As shown in contract.

ARTICLE 4 - CONTRACTOR'S ACCOUNTING RECORDS

The Contractor's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

Contractor shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide District access to (and District shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services or this Agreement.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 District Ownership. All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with Districtship of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 License. District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this Agreement. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this Project.

5.3 Nondisclosure. Contractor shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Contractor prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Contractor; or (c) the information is obtained by Contractor from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Contractor shall obtain from its employees, subcontractors and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Contractor's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Contractor releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Contractor; Contractor's subcontractors or subcontractors; the directors, officers, employees or agents of Contractor or any of its subcontractors or subcontractors; or anyone acting on Contractor's behalf in connection with the Services or this Agreement. However, Contractor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting from the negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected

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by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Contractor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Contractor further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. Contractor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Contractor releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Contractor shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District.

ARTICLE 7 – INSURANCE AND BONDS

7.1 General Provisions.

A. Contractor shall, at its sole cost and expense, with respect to Contractor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Contractor and its subcontractors maintain in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Prior to commencing the Work, Contractor shall furnish to Owner assurance and evidence acceptable to Owner of coverage or insurance with respect to all persons performing the Work in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).

B. Without limiting the generality of paragraph (a) above, Contractor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in Work on this Project under this Contract. In case any such Work is subcontracted, Contractor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Work. In case any class of employees engaged in hazardous work under this Contract and the site of the Project is not protected under the above Washington State Industrial Insurance Act, or "stop-gap" insurance, Contractor shall provide and shall cause each subcontractor to provide compensation insurance and employer's liability insurance with a private insurance company.

C. Prior to the commencement of performance of the Work, Contractor shall, at its sole cost and expense, secure such liability insurance as will protect Contractor, its employees, officers, representatives and agents, Owner and Owner's Representative, from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Contractor's operations or performance of Contractor's obligations under this Contract, whether such performance is by Contractor or any of its Support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to Owner.

7.2 Contractor's Liability Insurance. Contractor shall, at its own expense, secure and maintain Commercial General Liability Insurance including Products and Completed Operations; Broad Form Property Damage; Stop

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Gap; Contractual Liability (and Collapse, Explosion and Underground). Without limiting the generality of the foregoing, such insurance shall protect Owner, Owner's Representatives, Construction Manager, Architect/Engineer and Contractor from the following claims which may arise out of, result from or relate to Contractor's operation or performance under the Contract:

- A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- D. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- E. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and
- F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an "occurrence" and not "claims-made" form.

The insurance required by 7.2 shall include contractual liability insurance applicable to Contractor's indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to Owner.

7.3 Limits of Liability. The liability insurance required herein shall be written for not less than that stated in these Contract Documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers' compensation, limits shall be project specific and dedicated to work performed under this Contract, unless otherwise agreed to by Owner. The amounts of insurance shall not be less than:

workers' compensation	statutory
employer's liability	\$1,000,000 each accident
(stop gap)	\$1,000,000 disease-policy limit
	\$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property damage	\$1,000,000/\$2,000,000
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed operations	\$1,000,000/\$2,000,000
fire legal liability	\$100,000
automobile liability (owned, non-owned, leased or hired)	\$1,000,000 per occurrence
umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

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7.4 Coverage Period. Contractor or its Subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Contractor's obligations under this Contract have been fully performed, all of the Work has been fully accepted by Owner and all operations of Contractor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Work have been concluded; and (b) in the case of completed operations and products liability insurance, until the expiration of one (1) year after all of Contractor's obligations under this Contract have been fully performed.

7.5 Certificates of Insurance. Prior to the execution of the Contract (or within such further time as Owner may allow in writing), Contractor shall deliver to Owner Certificates of Insurance in a form acceptable to Owner as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this Project and its address, and shall evidence the Owner and Owner's Representatives, if any, as insureds or additional insureds. These certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to Owner and additional insureds. Contractor shall also furnish Owner with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as Owner may from time to time request. The certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to Owner.

7.6 Renewal, Termination, Cancellation, Expiration, and Alteration. In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Contract, Contractor shall deliver to Owner a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to inception of any such coverage.

7.7 Additional Insureds; Right of Subrogation. Contractor shall ensure that any policies of insurance that Contractor or any of its subcontractors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Work or this Contract shall name Owner and Owner's Representatives as additional insureds and include a waiver of the insurer's right of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative. To the extent permitted by its insurance policies, Contractor hereby waives its rights of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative.

7.8 No Limitation. The requirements of this Contract as to insurance and acceptability to Owner of insurers and insurance to be maintained by Contractor and its Support are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

7.9 Owner's Right to Maintain Insurance. If Contractor or any of its subcontractors fails to maintain the insurance coverage as required by this Part 2, Owner may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and Owner may charge to or otherwise recover from Contractor (e.g., by offset against any amounts due or which may become due Contractor under this Contract), the cost of such insurance.

ARTICLE 8 – CHANGES

8.1 Notice. District may at any time, by written notice thereof to Contractor, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Contractor shall, within ten (10) days after receipt of notice of any change which Contractor believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this

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Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the provisions of this Agreement, or if Contractor becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Contractor shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Contractor shall be liable to District for any damage or loss resulting from such failure or violation by Contractor described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Contractor for Contractor's just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. District may withhold payments to Contractor equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Contractor is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by Contractor as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 10.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Contractor in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

ARTICLE 10 – MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subcontractors specified in Section 01100, Summary of Work, Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

10.3 Independent Contractor. Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.

10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

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10.5 Assignment. Neither District nor Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Contractor.

10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

10.8 Debarment. Contractor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Contractor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

10.9 Cooperation with District Auditor and State Auditor. Contractor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Contractor relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.



SCHOOL BOARD ACTION REPORT

DATE: 04/7//2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: JoLynn Berge, Asst Superintendent for Business & Finance, jdberge@seattleschools.org; Clover Codd, Asst Superintendent for Human Resources, clcodd@seattleschools.org; John Krull, Chief Information Officer, jckrull@seattleschools.org;

For Intro: 05/03/2017
For Action: 05/17/2017

1. TITLE

Budget Development and Financial Management System (BDMS) Contract Awards

2. PURPOSE

This Board Action Report details purchase agreements for a Budget Development and Financial Management solution that exceeds \$250,000. This system will replace our current budget development software and several manual systems currently used to build and manage our annual finance and staffing processes. It will not replace our Enterprise Management system, SAP. It will add additional financial controls and automation not currently provided by SAP.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute contracts with SHI International Corp in the amount of **no more than \$250,000** for purchasing software licensing and with Questica Inc. in the amount of **no more than \$550,000**, for purchasing services required to install and implement the Questica software as described in the contracts attached to the Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary action to implement the contracts.

4. BACKGROUND INFORMATION

- a. **Background** The District's current budget development system (BDS) was developed 14 years ago and is one component of a "system-of-systems" supporting a complex budgeting process. As the District's needs have grown over time, other components and custom solutions have been added, further complicating manually intensive budgeting, staffing and financial management processes. The proposed solution will replace this collection of homegrown tools with a single, integrated, modern tool that will allow the District to more efficiently develop its annual budget and staffing information as well as provide stronger internal controls on position management throughout the school year.

The recommended replacement system is Questica Budget. The software will be purchased through a State of Washington master contract with the National Association

of State Procurement Officials (NASBO) and corresponding implementation and consulting services will be contracted directly with Questica, as the sole source vendor.

Upon approval of this motion, Questica Budget will be implemented in two phases. The first phase is to use the system to build and manage central office budgets for the 2018-19 school year beginning with the budget cycle in November of 2017. The second phase will incorporate school budget development and management for the 2019-20 school year beginning with the budget cycle in November of 2018. A two-phased approach allows for benefits to begin accruing sooner and gives support staff the time to learn the tool and make any unanticipated changes before including schools in the new processes.

Training will be based on staff roles. Budget Office and Human Resource staff will receive training in October of this year. Central managers will receive training in January 2018 prior to the start of the Central budgeting arenas. School principals and staff will receive training in February of 2019 prior to the start of the school budgeting arenas.

b. Alternatives

1. **Status Quo (Do Nothing):** This option is not recommended as the current budget development solution is labor intensive, inflexible and requires highly knowledgeable analysts to operate. This solution forces significant duplicate data entry and has been identified as a weakness in our financial controls and accountability - this weakness was identified as a contributing factor in financial problems the district has experienced in the past.
2. **Conduct a Request for Proposal (RFP):** This option is not recommended as it will delay the timeline for implementing Questica Budget for a full calendar year and not allow for any improvements until the 2019-20 budget cycle. Questica Budget was reviewed, along with the other major commercial budgeting tools, within a Request for Information (RFI) process and was found to be demonstrably superior with very competitive pricing. An RFP for this project would not produce any additional tangible benefits for the District. The master contract held by the State of Washington was procured through an RFP process that meets all of our legal compliance requirements for procurement.

- c. Research** Requirements were gathered through interviews with Budget Office staff and Human Resource Business Partners. Based on these requirements, the top commercial solutions were identified and invited to participate in a public K-12 sector budgeting RFI. Additionally, the RFI was published to make sure no viable solutions were missed. Top responders were asked to present demos to Budget, Human Resources and district technology staff. Based on evaluations of the RFI responses and the software demonstrations, the Questica Budget solution was found to be significantly superior to the other solutions.

Questica has a large base of organizations using their software in Washington State and they have worked with many local governments and public utilities including Thurston County and Sound Transit. Additionally, the Spokane School District recently selected Questica to replace their current budget management system.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be an initial investment of [REDACTED] for installation and configuration and an annual software license fee of [REDACTED].

The revenue source for this motion is the Capital Fund BTA IV levy.

Expenditure: ☒ One-time ☒ Annual ☒ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☒ Not applicable

☐ Tier 1: Inform

☐ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The proposed solution is a financial system replacement with enhancements to support business processes, so does not require community engagement.

7. EQUITY ANALYSIS

Through this project, by connecting Questica budget data and SAP financial data with academic data using the Data Warehouse, we will have increased reporting capabilities that will help provide an overall framework to aid with more informed decision-making.

8. STUDENT BENEFIT

Implementation of a new budget development and financial management tool will improve district internal controls, reduce the time required to budget and staff district resources for both central staff as well as school staff, and provide better and faster financial information for decision makers. The improved information and labor savings will benefit students by reducing staff time needed for operating activities so staff and resources for schools can be provided more quickly.

9. WHY BOARD ACTION IS NECESSARY

☒ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

10. **POLICY IMPLICATION**

Per Policy No. 6220, Procurement, any contract over \$250,000 must be brought to the Board for approval.

11. **BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Audit and Finance Committee meeting on 04/18/2017. The Committee reviewed the motion and _____.

12. **TIMELINE FOR IMPLEMENTATION**

Phase 1 – Implement Questica tool for Central Offices for the 2018-19 school year; School budgets and staffing will be developed using traditional tools for this period.

Define business requirements	January 2017 – May 2017
Configure Questica tool to support requirements	May 2017 – September 2017
Integrate Questica tool with SAP	August 2017 – September 2017
User Acceptance Testing	October 2017
Training (Budget Office, Human Resources)	October 2017 – January 2018
Phase 1 Go-Live	November 2017
Training (Central Office managers)	January 2018

Phase 2 – Utilize the Questica tool to develop the entire District's annual budget and provide financial and staffing management during the 2019-20 school year.

Design school budgeting/staffing tool	January 2018
Build school budgeting/staffing tool	February 2018 – August 2018
Integrate school budgeting/staffing tool into Questica tool	September 2018
User Acceptance Testing	October 2018
Training (Budget Office, HR)	October 2018
Phase 2 Go-Live	November 2018
Training (School staff)	February 2019

13. **ATTACHMENTS**

- SHI International Software Licensing Quote
- NASPO SHI Master Price Agreement State of Washington - Addendum
- Questica Inc. Services Contract
- Budget Solution RFI



Pricing Proposal
Quotation #: 13198282
Created On: 3/24/2017
Valid Until: 3/31/2017

SEATTLE PUBLIC SCHOOLS

Thomas Kingsley

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Seattle, WA 98134-1923
United States
Phone: 2063861038
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Inside Account Manager - Public Sector

Christine Fellin

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Questica Budget Framework Questica - Part#: NPN-QUEST-BUDGE-B Note: Site License- Includes unlimited Operating, Salaries, Capital, Performance Measures licenses Unlimited Read Only Allocations Add-in Statistical Ledger Add-in	1	\$250,000.00	\$250,000.00
			<hr/> Total \$250,000.00

Additional Comments

All terms are to be agreed upon between the Customer (End User) and Questica.

NASPO ValuePoint Master Agreement No.: ADSP016-130651
Washington State Master Contract No. 06016

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

DRAFT AGREEMENT

This agreement, Contract No. _____, is effective upon mutual execution by and between Seattle School District No. 1, a Washington municipal corporation (District), and Questica (Contractor). The District and Contractor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Contractor shall provide services as described in Exhibit A, Scope of Services. Contractor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through May 31, 2020. With mutual agreement, the District and firm has the option to exercise up to seven (7) additional, one-year extensions. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

2. CONTRACT PRICE

District agrees to pay Contractor an amount, estimated to be _____. This amount constitutes the "Maximum Authorized Compensation" as shown in Exhibit E, Fees, for services to perform the work identified in the SOW dated xx/xx/xx.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

District shall reimburse at the per diem rate as established by the U.S. General Services Administration (GSA) for Seattle, WA. For additional information on per diem rates, visit GSA's website at <http://www.gsa.gov/portal/category/104711>.

Compensation will be paid monthly to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District's representative for this contract is John Krull, Chief Information Officer. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the	John Krull	To
District:	Chief Information Officer	Contractor:
	Mail Stop [#] 21-350	
	Seattle School District No. 1	
	P.O. Box 34165	
	Seattle, WA 98124-1165	

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3 above.

4. CONTRACTOR'S REPORTS

Contractor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

Standard Form of Contract

5. **PERSONNEL**

Contractor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of District.

6. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:**

Exhibit	Topic
A	Scope of Services
B	SOW dated _____:
D	General Conditions of Personal Services Contract (Short Form)
E	Fees from Contractor
F	VPAT Form

CONTRACTOR

SEATTLE SCHOOL DISTRICT NO. 1

_____ Signature	_____ Signature
_____ (Contractor Representative)	_____ Dr. Larry Nyland
_____ Title	_____ Superintendent
_____ Date Signed	_____ Date Signed
_____ Company Name	
_____ Employer I.D. No. or Social Security No.	

**SERVICES CONTRACT
GENERAL CONDITIONS (SHORT FORM)**

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1 Services. Contractor shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "Services."

1.2 Manner of Performance. Contractor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 District's Representatives. District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Contractor under this contract.

1.4 Correction of Noncompliances. Contractor shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

1.5 Contractor's Personnel. All personnel employed by Contractor engaged in the Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Contractor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Contractor of responsibility for such person. If any personnel are reassigned or replaced by Contractor upon District's request, Contractor shall replace them with personnel approved by District.

1.6 Contractor Employee Background. Pursuant to RCW 28A.400.330, Contractor shall prohibit from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

1.7 Compliance With Laws

1.7.1 General. Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities. Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Contractor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the

Standard Form of Contract

Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Warranty of Accessibility. If services include the provision of technology related products, Contractor warrants the following:

A. The system and services provided to the District will comply with all local, state, and federal laws, regulations and relevant regulatory guidelines. Contractor further agrees that the system and services provided to the District will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Contractor will furnish such documents and information as may be reasonably requested by the District to evidence Contractor's compliance with the terms of this agreement.

B. Contractor will use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to the District under this agreement, such system and services will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA; provided, however, that Contractor will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. If Contractor cannot ensure WCAG compliance for a portion of its services, Contractor will detail how it will support the District in providing equally effective alternate access for nonconforming web content and software and unusable equipment, devised, and hardware.

C. Contractor will conduct an accessibility test using an independent third party automated software system or a method otherwise mutually agreeable to the parties, to determine the compliance of the products and services provided to the District under this agreement with all accessibility laws and protocols, including the WCAG, as amended.

1.7.4 Student User Privacy. Contractor agrees to comply with the Student User Privacy in Education Rights Act ("Super Act" - a Washington State law on student privacy) if the provisions of SUPER Act apply to the school services provided by the Contractor to the District. School service means a website, mobile application, or online service that: (a) Is designed and marketed primarily for use in a K-12 school; (b) is used at the direction of teachers or other employees of a K-12 school; and (c) collects, maintains, or uses student personal information. A "school service" does not include a web site, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if also marked to a United States K-12 school.

1.7.5 Confidential Student Information. Contractor understands and agrees that any educational records received from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Contractor further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure in connection with the performance of its obligations under this Agreement (provided that the party to whom such information is disclosed is subject to confidentiality restrictions) or under an applicable law or court order. Contractor shall not be permitted to sell such information and must seek permission from District before including such information that is identifiable to the school or district. Contractor agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is expressly permitted in this section or required by law. Upon termination or expiration of this Agreement for any reason, contractor shall either return or permanently delete and destroy all confidential student information. Contractor will confirm its destruction or return confidential student information in writing at the request of the District. For the avoidance of doubt, this section does not create any obligations for Contractor with respect to information that is not in Contractor's control. The unauthorized or unlawful disclosure of student records by Contractor is just cause for the District to immediately terminate this Agreement.

ARTICLE 2 - PAYMENTS TO CONTRACTOR

The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Contractor's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Contractor's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

As shown in contract.

ARTICLE 4 - CONTRACTOR'S ACCOUNTING RECORDS

The Contractor's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

Contractor shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide District access to (and District shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services or this Agreement.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 **License.** Questica owns the software and all related IP. The District owns all data and all rights to the data. Questica hereby grants to Licensee a perpetual, Personal, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for Licensee's own internal business purposes. Questica has exclusive ownership of the intellectual property associated with the Questica Software and any customizations developed within the context of this agreement. There is no ownership in the Intellectual Property transferred to the Licensee as a result of this Agreement. Licensee will at all times be the sole owner of the data contained within the Questica solution.

5.2 **Nondisclosure.** Contractor shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Contractor prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Contractor; or (c) the information is obtained by Contractor from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Contractor shall obtain from its employees, subcontractors and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Contractor's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 **Release and Indemnification.** Contractor releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "**Indemnitees**") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Contractor; Contractor's subcontractors or subcontractors; the directors, officers, employees or agents of Contractor or any of its subcontractors or subcontractors; or anyone acting on Contractor's behalf in connection with the Services or this Agreement. However, Contractor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting from the negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Contractor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Contractor further agrees that this waiver has been mutually negotiated by the parties.**

6.2 **Workers' Compensation.** The Contractor is not mandated to participate in the Workers Safety and Insurance Act (Ontario) and has elected to not be covered. The Supplier shall indemnify and hold harmless the

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Indemnitees from any and all claims that would otherwise have been covered by the Workplace Safety and Insurance Act (Ontario).

6.3 Patent; Copyright. Contractor releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Contractor shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District.

ARTICLE 7 – INSURANCE AND BONDS

7.1 General Provisions.

A. Contractor shall, at its sole cost and expense, with respect to Contractor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Contractor and its subcontractors maintain in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Prior to commencing the Work, Contractor shall furnish to Owner assurance and evidence acceptable to Owner of coverage or insurance with respect to all persons performing the Work in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).

B. Without limiting the generality of paragraph (a) above, Contractor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in Work on this Project under this Contract. In case any such Work is subcontracted, Contractor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Work. In case any class of employees engaged in hazardous work under this Contract and the site of the Project is not protected under the above Washington State Industrial Insurance Act, or "stop-gap" insurance, Contractor shall provide and shall cause each subcontractor to provide compensation insurance and employer's liability insurance with a private insurance company.

C. Prior to the commencement of performance of the Work, Contractor shall, at its sole cost and expense, secure such liability insurance as will protect Contractor, its employees, officers, representatives and agents, Owner and Owner's Representative, from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Contractor's operations or performance of Contractor's obligations under this Contract, whether such performance is by Contractor or any of its Support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to Owner.

7.2 Contractor's Liability Insurance. Contractor shall, at its own expense, secure and maintain Commercial General Liability Insurance including Products and Completed Operations; Broad Form Property Damage; Stop Gap; Contractual Liability (and Collapse, Explosion and Underground). Without limiting the generality of the foregoing, such insurance shall protect Owner, Owner's Representatives, Construction Manager, Architect/Engineer and Contractor from the following claims which may arise out of, result from or relate to Contractor's operation or performance under the Contract:

- A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

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D. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;

E. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and

F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an "occurrence" and not "claims-made" form.

The insurance required by 7.2 shall include contractual liability insurance applicable to Contractor's indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to Owner.

7.3 Limits of Liability. The liability insurance required herein shall be written for not less than that stated in these Contract Documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers' compensation, limits shall be project specific and dedicated to work performed under this Contract, unless otherwise agreed to by Owner. The amounts of insurance shall not be less than:

workers' compensation	statutory
employer's liability	\$1,000,000 each accident
(stop gap)	\$1,000,000 disease-policy limit
	\$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property damage	\$1,000,000/\$2,000,000
personal and advertising injury	\$1,000,000/\$2,000,000
products and completed operations	\$1,000,000/\$2,000,000
fire legal liability	\$100,000
automobile liability (owned, non-owned, leased or hired)	\$1,000,000 per occurrence
umbrella/excess coverage	\$2,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

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7.4 Coverage Period. Contractor or its Subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Contractor's obligations under this Contract have been fully performed, all of the Work has been fully accepted by Owner and all operations of Contractor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Work have been concluded; and (b) in the case of completed operations and products liability insurance, until the expiration of one (1) year after all of Contractor's obligations under this Contract have been fully performed.

7.5 Certificates of Insurance. Prior to the execution of the Contract (or within such further time as Owner may allow in writing), Contractor shall deliver to Owner Certificates of Insurance in a form acceptable to Owner as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this Project and its address, and shall evidence the Owner and Owner's Representatives, if any, as insureds or additional insureds. These certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to Owner and additional insureds. Contractor shall also furnish Owner with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as Owner may from time to time request. The certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to Owner.

7.6 Renewal, Termination, Cancellation, Expiration, and Alteration. In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Contract, Contractor shall deliver to Owner a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to inception of any such coverage.

7.7 Additional Insureds; Right of Subrogation. Contractor shall ensure that any policies of insurance that Contractor or any of its subcontractors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Work or this Contract shall name Owner and Owner's Representatives as additional insureds and include a waiver of the insurer's right of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative. To the extent permitted by its insurance policies, Contractor hereby waives its rights of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative.

7.8 Damages. Licensee agrees that Questica shall not be liable to the Licensee or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement.

The Licensee hereby agrees that Questica's maximum liability for any claim arising in connection with the Software, the Documentation or any related materials (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total License Fee paid by the Licensee.

7.9 Owner's Right to Maintain Insurance. If Contractor or any of its subcontractors fails to maintain the insurance coverage as required by this Part 2, Owner may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and Owner may charge to or otherwise recover from Contractor (e.g., by offset against any amounts due or which may become due Contractor under this Contract), the cost of such insurance.

ARTICLE 8 – CHANGES

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8.1 Notice. District may at any time, by written notice thereof to Contractor, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Contractor shall, within ten (10) days after receipt of notice of any change which Contractor believes to be outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the provisions of this Agreement, or if Contractor becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least fifteen (15) days after the notice, during which period Contractor shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Contractor shall be liable to District for any damage or loss resulting from such failure or violation by Contractor described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Contractor for Contractor's just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. District may withhold payments to Contractor equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Contractor is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by Contractor as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 10.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Contractor in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

ARTICLE 10 – MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subcontractors specified in Section 01100, Summary of Work, Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

Standard Form of Contract

10.3 Independent Contractor. Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.

10.4 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.5 Assignment. Neither District nor Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Contractor.

10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

10.8 Debarment. Contractor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Contractor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contracts from receiving future contracts with SPS.

10.9 Cooperation with District Auditor and State Auditor. Contractor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Contractor relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial “Electronic and Information Technology” products and services with features that support accessibility. It is assumed and recommended that offerers will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., “equivalent facilitation.” The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date: April 7, 2017

Name of Product: Questica

Contact for more Information (name/phone/email): Andre Aberdeen/
(905)634-0110 x 503/ AAberdeen@questica.com

Summary Table

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
Section 1194.21 Software	Supports	11 items fully

Applications and Operating Systems		supported
Section 1194.22 Web-based Internet Information and Applications	Generally Supported	10 items fully supported
Section 1194.23 Telecommunications Products	Not Applicable	
Section 1194.24 Video and Multi-media Products	Not Applicable	
Section 1194.25 Self-Contained, Closed Products	Not Applicable	
Section 1194.26 Desktop and Portable Computers	Not Applicable	
Section 1194.31 Functional Performance Criteria	Supported	4 items fully supported
Section 1194.41 Information, Documentation and Support	Supported	2 items fully supported

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Section 1194.21 Software Applications and Operating Systems – Detail

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<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Some Support	Use of standard Windows shortcuts can be used to navigate most product input screens. Examples: Tab – move focus between editable fields. Ctrl-F4 – close

		<p>the open Window</p> <p>Spacebar – the equivalent of clicking the mouse button on the object with the current focus</p> <p>Arrow Keys (up, down, left, right) – used to navigate within cells on a grid</p> <p>Users must use a mouse to select some menu items.</p> <p>Note that Questica has updated its product development guidelines to include the consideration of keyboard navigation and shortcut functionality into new development specifications.</p>
<p>(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.</p>	<p>Supports</p>	<p>The product does not in any way interfere with other running applications or accessibility features.</p>

(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	A clear indication of current focus is provided.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	Questica does not use images or graphics within the product to provide information or state.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	Questica does not use images or graphics within the product to provide information or state.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	All textual information is provided through operating system functions.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	The application makes no changes to the contrast or color selections.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	The application makes no use of animations where a non-animated presentation is not also available.
(i) Color coding shall not be used as the only means of conveying	Supports	Color is never the exclusive

information, indicating an action, prompting a response, or distinguishing a visual element.		method used to convey information within the application.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	Users are permitted to select from six different 'theme' colors, each of which presents a different color and contrast setting.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The application makes no use of blinking or flashing.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	The application utilizes operating system for managing field elements and their completion and submission. As such they should be compliant with Assistive Technology.

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Section 1194.22 Web-based Internet information and applications – Detail

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<i>Criteria</i>	Supporting Features	Remarks
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		and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports with Exceptions	All the primary functionality is supported in this way, however some non-essential text equivalents may not be present.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Supports	The application includes no multimedia presentations.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Supports	No information in the application is conveyed exclusively with the use of color.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Supports	All of the style-sheets used in the application are provided as "external" sheets and will not interfere with user defined style-sheets.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Supports	The application includes no image maps.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Supports	The application includes no image maps.
(g) Row and column headers shall be identified for data tables.	Supported	Supported using standard HTML data tags.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Supported	Supported using standard HTML data tags.

(i) Frames shall be titled with text that facilitates frame identification and navigation	Supports	The application does not use HTML frames.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Supports	The application was designed to avoid screen flicker within the stated frequency range.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Does not Support	The application does not currently provide text-only pages to comply with known accessibility guideline limitations.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Supports	When scripting is utilized, it is used to generate text that could be read by Assistive Technology.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Supports with Exceptions	The IE browser is able to run the application in its entirety without plug-ins. Chrome and Firefox however, do require a plug-in to enable ad hoc report design.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	Fully supported.
(o) A method shall be provided that permits users to skip repetitive	Does not Support	Currently there are no 'skip

navigation links.		navigation link' options available to users.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Supports	The application has no timed response requirements.

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.23 Telecommunications Products – Detail VPAT™ Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not Applicable	
(b) Telecommunications products which include voice communication functionality shall support all	Not Applicable	

commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not Applicable	
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not Applicable	
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not Applicable	
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	Not Applicable	
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not Applicable	
(i) Interference to hearing	Not Applicable	

technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not Applicable	
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Not Applicable	
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Not Applicable	
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Not Applicable	

(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Not Applicable	
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Section 1194.24 Video and Multi-media

Products – Detail

VPAT™

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<i>Criteria</i>	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at	Not Applicable	

least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not Applicable	
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not Applicable	
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not Applicable	

(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not Applicable	
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<p align="center">Section 1194.25 Self-Contained, Closed Products – Detail</p> <p align="center">VPAT™</p> <p align="center">Voluntary Product Accessibility Template®</p>		
Criteria	Supporting Features	Remarks and explanations
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not Applicable	
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable	
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not Applicable	

(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not Applicable	
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or	Not Applicable	

distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not Applicable	
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not Applicable	
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any	Not Applicable	

operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not Applicable	
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not Applicable	

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***Section 1194.26 Desktop and Portable
Computers – Detail
VPAT™***

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Not Applicable	
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not Applicable	
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Not Applicable	

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Section 1194.31 Functional Performance

Criteria – Detail

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Criteria	Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports with Exceptions	Our application would require Assistive Technology for those that are blind or visually impaired. The application does not include Assistive Technology.
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	The application is browser based. Users may utilize the magnification functionality included with Chrome, IE, and Firefox to magnify text for users with visual acuity worse than 20/70.
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	The application has no audio requirements whatsoever.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be	Supports	The application has no audio requirements whatsoever.

provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	The application has no user speech requirements whatsoever.
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports with Exceptions	Users are able to use browser magnification to minimize the dexterity requirements of the user.

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Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon	Supports	Available in alternative formats upon request.

request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Available in alternative formats upon request.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports with Exceptions	Video, audio, and text support is provided by our support staff. At worst, users would be able to communicate with our support staff via e-mail.

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Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134
Telephone: (206) 252-0566
Fax: (206) 743-3018
contractingservices@seattleschools.org

Request for Information No. RFI10620

Seattle Public Schools Budget Development System

Issue Date: October 17, 2016

Response Date: October 28, 2016, 5:00 p.m. PST

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I. Introduction

Seattle Public Schools (the District) is investigating options for a comprehensive public sector K-12 budgeting software solution. As the next step of this process, we are asking that potential providers respond to this Request for Information (RFI). This request does not obligate the District in any way (i.e., to any further action or to pay any costs incurred by providers related to the submission of this RFI).

II. Background and Scope of RFI:

The purpose of this RFI is to communicate to the community of public sector budget development solution providers the District's interest in a comprehensive public sector budgeting solution. Additionally, it invites providers to present information regarding solutions and options for the delivery of a budget development system. Our goal for the RFI is to gather sufficient information regarding widely available solutions to enable the District to create an RFP and competitively acquire and implement a fiscally responsible solution that will meet the District's needs now and in the future.

Seattle Public Schools provides K-12 education services to nearly 100 locations, 9,500 faculty/staff and 53,000 students in the City of Seattle. In its 2013 to 2018 Strategic Plan, the District identified the strategic necessity of improving its budget development systems and processes.

Goal 2, Strategy 2: "Adopt a sustainable annual budget aligned with district goals in a manner that assures an equitable distribution of resources that prioritizes the needs of students."

On February 9, 2016, voters of the City of Seattle approved the Buildings, Technology and Academics (BTA IV) levy providing \$475 million in funding for capital improvements. The district's budget system replacement project is one of many made possible by this levy.

The District utilizes SAP software as our enterprise resource planning (ERP) system. The budget system ultimately selected by the District will interface with the SAP Financial and HR modules.

We are issuing this RFI to ensure we have the best and most current information. We need the assistance of the vendor community to tell us what solution concepts we should consider when we develop an RFP. We need to understand all the implications, become more familiar with available solutions, and understand what is involved. Once this RFI process is complete, we hope to be in a better position to develop an RFP with a feasible set of budget development requirements that will meet the District's needs and provide a fair and open competition.

All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to the RFI. Please be advised that all responses to this RFI are subject to public record requests as provided by the Public Records Act (Chapter 42.56 RCW).

Our goal is to advertise a corresponding RFP on or around November 23, 2016.

III. Desired Features

In your response, please discuss how your company can provide us with our desired capabilities. If there are other features or capabilities you feel would enhance our application, please include them in your response.

Please respond to the following:

Concept/feature Exploration:

1. End-to-end user-defined workflows
2. Support of various budget development methodologies including zero-based, incremental, activity-based etc.
3. Ad hoc reporting
4. Budgeting by position - "Position Control"
5. Ability for managers and principals to build and submit their budget and staffing plans
6. Integration with SAP Financial and HR modules
7. Support for multi-year budgeting
8. Budgeting based on actual salaries or a standard rate
9. Support for capital project budgeting
10. Support for multiple bargaining groups

Vendor Exploration:

- A) Description of the reason for your interest in possibly providing a budget development system.
- B) Brief history of your company.
- C) Brief description of past experiences providing similar solutions.
- D) Brief description of your supported solution deployment options (e.g. hosted, on-premise, hybrid)
- E) Brief description on what help you provide during solution implementation and solution architecture.
- F) Estimated cost ranges for supported deployment options - assume max 300 users with 50 being concurrent.
- G) Estimated time frame for completing project.
- H) List of potential problems/risks that the District may encounter during this project.
- I) Brief description on your past, present and future roadmap – specifically how your budget development solution fits into your long-term business strategy.
- J) Brief description on how you handle technical support (help desk), problem escalation and hours of operation.
- K) Brief description of the training framework you would recommend for your solution.

Please feel free to include any other elements, content, capabilities that we didn't mention that your company offers.

IV. Issuing Office:

This RFI is being issued for Seattle Public Schools by the issuing office listed below. The issuing office is the sole point of contact for this RFI. Please refer all inquiries to:

via US mail: Diane Navarro
Contracting Services
M/S 22-337
PO Box 34165
Seattle, WA 98124

In person: Diane Navarro
Contracting Services
2445 3rd Avenue South
M/S 22-337
Seattle, WA 98134

Phone: (206) 252-0571
Fax: (206) 743-3018
Email: contractingservices@seattleschools.org

Please send your final response to the address listed above by **October 28, 2016, 5:00 p.m. PST**

V. Response Format:

The District expects that we will receive options/suggestions/concepts (both technical and service related) to our needs that allow us to write a more comprehensive RFP.

We are not specifying a certain format for your response to this RFI. We respectfully ask that you address as many of the stated needs as possible.

| Electronic submission via hardcopy or email or CD or USB flash drive is acceptable.

This is not a Request for Proposal. Please note that the District reserves the right to ask questions and seek clarifications about the responses. The District is not liable for any cost incurred by any vendor responding to this RFI. This RFI does not obligate the District to enter into any agreement with any respondent.

End of Request for Information



SCHOOL BOARD ACTION REPORT

DATE: April 11, 2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Michael Stone, Director of Grants, mastone@seattleschools.org;
JoLynn Berge, Assistant Superintendent of Business & Finance,
jdberge@seattleschools.org

For Introduction: May 3, 2017

For Action: May 17, 2017

1. TITLE

Adopt Policy No. 6102, Fundraising, and Repeal Policy and Procedure D140.00 and D140.01, District Fundraising

2. PURPOSE

This Board Action Report adopts Board Policy No. 6102, Fundraising, in order to meet new requirements in State law and respond to the increase in online fundraising. It repeals at the same time an older fundraising policy and procedure.

3. RECOMMENDED MOTION

I move that the School Board adopt Board Policy No. 6102, Fundraising, as attached to the Board Action Report and repeal Board Policy D140.00 and Board Procedure D140.01, District Fundraising.

4. BACKGROUND INFORMATION

- a. **Background:** Current Board Policy D140.00 was adopted in 2003 and has not been revised since that time. Adopting a new Board Policy No. 6102, Fundraising, accomplishes two purposes. First, it brings some of the still relevant language from the older policy into the Series 6000 policy book. Second, it adds new language in the policy and the procedure that address common forms of fundraising today, in particular online crowdsourcing.

The procedure goes into more detail about what is and is not allowed through online crowdsourced fundraising. In short, state regulations allow for sites such as DonorsChoose, where materials or equipment is sent directly to the District, but do not allow for fundraising using sites that take a percentage of funds raised and/or raise cash only.

- b. **Alternatives:** Not adopting the new policy will leave 14-year-old language in place that does not address the current reality of the fundraising landscape.

- c. **Research:** Staff reviewed Washington State Administrative Code and the following districts' fundraising policies to develop Board Policy No. 6102: Tacoma School District, Highline School District, Bellevue School District and Federal Way Public Schools.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be ____N/A____.

The revenue source for this motion is ____N/A____.

Expenditure: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☒ Tier 1: Inform

☐ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

This policy was developed with input from multiple district stakeholders, including principal and teacher representation. Staff reached out the Seattle PTSA Council for input and feedback on the policy changes, but did not receive any feedback.

7. EQUITY ANALYSIS

The policy and procedure attempt to clarify state regulations around fundraising, but it is important to acknowledge that these regulations may have a negative impact on crowdsourced fundraising in classrooms. Many of our higher percentage Free & Reduced Lunch schools utilize online fundraising sites to supplement funding for school programs and activities. However, state regulations do not eliminate the use of all online fundraising sites; only those sites that take a percentage of the funds and/or those that are cash only sites are limited in this policy. It will be important to communicate clearly to school leaders and teachers that some online fundraising avenues remain legally available to them.

8. STUDENT BENEFIT

Clear policy and procedure will facilitate fundraising in support of student learning.

9. WHY BOARD ACTION IS NECESSARY

- ☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☒ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

10. POLICY IMPLICATION

Board Policy No. 6114, Gifts, Grants, Donations and Fundraising Proceeds, provides guidance on what to do with fundraising proceeds. Policy No. 3530, Fundraising Activities Involving Students, provides guidance specifically for students.

11. BOARD COMMITTEE RECOMMENDATION


This motion was discussed at the Audit & Finance Committee meeting on April 18th. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, Board Policy D140.00 and Procedure D140.01 will be repealed and Policy 6102 will take immediate effect. Notification of the new policy will be sent to school administration and any other offices directly affected. The new policy will be posted to the district website.

13. ATTACHMENTS

- Board Policy No. 6102, Fundraising (for approval)
- Board Policy D140.00, District Fundraising, and Procedure D140.01 (for repeal)
- Superintendent Procedure No. 6102SP, Fundraising (for reference)
- WSSDA Fundraising Policy
- WSSDA Fundraising Procedures
- Tacoma School District Fundraising Policy
- Bellevue School District Fundraising Policy
- Federal Way School District Fundraising Policy

	<p>FUNDRAISING</p>	<p>Policy No. 6102</p> <p>[DATE]</p> <p>Page 1 of 2</p>
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It is the policy of the Seattle School Board to authorize fundraising activities where such activities:

1. Further promote education and provide educational experiences for District students;
2. Address local funding needs or obligations to support the District's Strategic Plan and extracurricular programs and activities or its schools; and/or
3. Promote the effective, efficient, or safe management and operation of the District.


Fundraising activities shall comply with District cash handling, procurement, fixed assets, and gifts and donations policies.

Fundraising activities shall not interfere with the operation of school programs and functions.

Fundraising activities include, but are not limited to:

1. Any fundraising activity charging fees;
2. Any fundraising activity characterized as a "business enterprise" activity;
3. Any fundraising activity using donated personal items or services for an auction;
4. Any fundraising activity that requires contracting with a third-party vendor or promoter;
5. Any fundraising activity involving the production and/or sale of goods or services, such as a Career and Technical Education;
6. Any fundraising activity selling surplus school personal property; and
7. Any fundraising activity through online sites, such as DonorsChoose, which are permissible to use to solicit non-cash donations of supplies, material or equipment.

Seattle Public Schools fundraising activities shall not conflict with any applicable law, state or federal constitutional provisions including the separation of church and state, or violate Seattle Public Schools policies and procedures, including Policy No. 3530, Fundraising Activities Involving Students, Policy No. 4237, Advertising and Commercial Activities, and Policy No. 6700, the Distribution and Sale of Competitive Foods. The Superintendent or his or her designee is

	<p>FUNDRAISING</p>	<p>Policy No. 6102</p> <p>[DATE]</p> <p>Page 2 of 2</p>
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authorized to make final decisions on what constitutes an appropriate fundraising activity.

This policy governs the establishment and administration of fundraising for the Seattle Public Schools' general fund, or individual schools, and for educational programs, activities, and opportunities. This policy does not address fundraising programs conducted by the Parent Teacher Association, Parent Teacher Student Association or other non-profit organizations. Fundraising by the Associated Student Body is addressed in RCW 28A.325.030 and is also governed by Policy No. 3510, Associated Student Bodies, and Superintendent Procedure No. 3510SP.

Adopted: [Date]

Revised:

Cross Reference:

Related Superintendent Procedure: 6102SP

Previous Policies: D141.01

Legal References: RCW 28A.320.015 School boards of directors – Powers – Notice of adoption of policy; RCW 28A.320.030 Gifts, conveyances, etc., for scholarship and student aid purposes, receipt and administration; RCW 28A.320.035 Contracting out – Board's powers and duties – Goods and services; RCW 28A.335.060 Surplus school property, rental, lease or use of – disposition of moneys received from; RCW 28A.335.090 Conveyance and acquisition of property – Management – Appraisal; RCW 28A.335.180 Surplus texts and other educational aids, notice of availability – Student priority as to texts; RCW 39.33.070 School districts and libraries – Disposal of obsolete or surplus reading materials – Procedures; RCW 43.09.240 Local government accounting—Public officers and employees—Duty to account and report—Removal from office—Deposit of collections.

Management Resources:

Superintendent Procedure 6102SP

Fundraising

Approved by: _____ Date: _____

Dr. Larry Nyland, Superintendent



Procedure

It is the policy of the Seattle School Board to authorize fundraising activities where such activities:

- ~~1.~~ Further promote ~~K-12~~ education and ;
- ~~2.1.~~ ~~P~~provide educational experiences for District students;
- ~~3.2.~~ Address local funding needs or obligations to support the District's Strategic Plan and extracurricular programs and activities or its schools; and/or
- ~~4.3.~~ Promote the effective, efficient, or safe management and operation of the ~~D~~istrict.

Fundraising activities shall comply with district cash handling, procurement, fixed assets, and gifts and donations policies. Donations made to the District must be deposited into a District designated bank account within 24 hours of receipt, in accordance with state law and Policy No. 6114.

Fundraising activities ~~shall be in the best interest of the Seattle Public Schools and~~ shall not interfere with the operation of school programs and functions.

Commented [VDN1]: Not opposed to this language, But I'm deleting to align with the language in the policy.

Proposals for District fundraising programs shall be reviewed and approved in advance by the superintendent or designee to ensure compliance with the following procedures. The Superintendent or designee shall make all compliance determinations.

The following considerations shall be taken into account when planning fundraising activities:

A. Any fundraising activity charging fees shall satisfy the following criteria:

1. Fees for persons attending or participating in such programs shall only be charged when attendance or participation is optional, not mandatory;
2. Students shall not be charged a fee to enroll in a curriculum-based activity that involves a District fundraising activity;
3. A program ~~-shall~~ not be created or continued that will require the allocation of District funds when program-specific resources are insufficient or exhausted; and-
4. Fundraising activities shall Bbe in compliance with WAC 392-138-105 regarding any waived or reduced fees ~~-or district policy.~~

Approved: DATE

Revised:

Superintendent Procedure 6102SP

Cross Reference:

Page 1 of 3

B. Any fundraising activity characterized as a “business enterprise” (defined for these purposes as any non-Associated Student Body activity which sells goods or services for district-related purposes on an ongoing basis) shall satisfy the following criteria:

~~1. For these purposes, “business enterprise” shall be defined as any non-Associated Student Body activity which sells goods or services for district-related purposes on an ongoing basis;~~

~~2.1.~~ Such “business enterprises” shall sell products or services that are appropriate for the program’s educational purposes and/or promote the effective, efficient or safe management and operation of the ~~d~~District;

~~3.2.~~ Such enterprises shall not be created solely for commercial purposes;

~~4.3.~~ Such enterprises shall purchase inventory in accordance with applicable District policy and/or practices; and

~~5.4.~~ A business enterprise program shall not be created or continued which will require the allocation of District funds when program-specific resources are insufficient or exhausted.

C. Any fundraising activity using donated personal items or services for an auction sale and/or raffle shall satisfy the following criteria:

1. Donated items or services must be free from health and/or safety hazards;
2. Donated items or services must be given voluntarily by individuals or businesses; and
3. Appropriate solicitation on the part of students, parents and appropriate District personnel is permissible with ~~prior~~ written approval from the building administrator, but actions of students and parents cannot bind the District to any contractual obligations.

D. Any fundraising activity that requires the contracting with a third-party vendor or promoter shall satisfy the following criteria:

1. The contract shall ~~further K-12 education and/or promote the effective, efficient, or safe management and operation of the District~~align with the objectives outlined at the start of this procedure; and
2. The district shall enter into contracts consistent with District policies and with appropriate authorization of the Superintendent or designee.

E. Any fundraising activity involving the production and/or sale of goods or services, such as a vocational education program, shall satisfy the following criteria:

1. The Superintendent or designee must authorize the sales of any good produced and/or services provided by the education program;
2. The proceeds from the sales shall be used to enhance or to expand the educational program;
3. All goods produced or services provided from an educational program shall be assigned to or owned by the ~~d~~District; and

Approved: DATE

Revised:

Superintendent Procedure 6102SP

Cross Reference:

Page 2 of 3

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4. Individual compensation for the sale of goods produced or for the services provided shall not be permitted, except as authorized by the Superintendent or designee, in accordance with applicable laws, and ~~d~~District procedures and/or practices.

F. Fundraising activities selling surplus school personal property shall satisfy the following criteria:

~~F.~~

1. Such programs shall not violate applicable state law or school policy governing the sale, lease or rental of surplus and obsolete personal property; and
2. Such programs are permitted only as provided in RCW 28A.335.180; and
- ~~3. Such programs follow the district's policy for the disposal of surplus property; District Policy No. ?~~

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G. Fundraising activities through online crowdsourcing sites are permissible to use to solicit non-cash donations of supplies, material or equipment under the following criteria:

~~G.~~

- ~~1.~~ Prior written permission is received from the Superintendent or designee before posting the request;
2. All items are shipped to directly to the ~~D~~district's central warehouse;
3. Supplies, materials, or equipment are consistent with ~~d~~District standards;
4. Once donated, all supplies, materials, or equipment become property of the ~~d~~District; and
- ~~5.~~
- 6-5. All fixed assets (equipment) are barcoded and added to the sites inventory list.

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H. Contracting with crowdsourcing sites such as SnapRaise, GoFundMe, Indiegogo, Kickstarter, etc., where cash donations are made through the third-party vendor, and the third-party vendor receives a percentage of the amount of the donation as payment for services is not permitted under this policy per state regulation. (Crowdsourcing, as defined in this context, is the process of obtaining cash donations from an online community rather than from traditional District-sanctioned means.)

Private individuals may use a crowdsourcing site and donate to the District. However, the individual may not use District assets or resources when engaging in private crowdsourcing activities. Also, District employees acting as private individuals shall not represent themselves as agents of the District nor engage in such activities during normal paid staff time.

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	<p style="text-align: center;">DISTRICT FUNDRAISING PROCEDURE</p>	<p style="text-align: center;">D140.01 Adopted OCT 2003</p>
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Procedure

Proposals for District fundraising programs shall be reviewed and approved in advance by the superintendent or his or her designee. Proposals for school fundraising programs shall be reviewed and approved in advance by the building principal. District and school fundraising activities shall comply with these procedures.


- A. Any fundraising program charging fees shall satisfy the following criteria:
 1. Fees for persons attending or participating in such programs shall only be charged when attendance or participation are optional, not mandatory;
 2. A program or activity shall not be created or continued that will require the allocation of District funds when money raised through fundraising are insufficient or exhausted.

- B. Any fundraising program characterized as a “sales activity” shall satisfy the following criteria:
 1. For these purposes, “sales activity” shall be defined as any non-Associated Student Body activity that sells goods or services;
 2. Such “business enterprises” shall sell products or services that are appropriate for the schools educational level;
 3. Such enterprises shall not be created solely for commercial purposes; the sales activity must raise funds for the District or the school;
 4. Such enterprises shall purchase inventory in accordance with applicable District policy and/or practices; and
 5. A sales activity program shall not be created or continued that will require the allocation of District funds when program-specific resources are insufficient or exhausted.

- C. Any fundraising program using donated personal items or services for an auction or sale shall satisfy the following criteria:

	<p>DISTRICT FUNDRAISING PROCEDURE</p>	<p>D140.01 Adopted OCT 2003</p>
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1. Donated items or services must be free from health and safety hazards;
 2. Donated items or services must be given voluntarily by individuals or businesses; and
 3. Appropriate solicitation on the part of students, parents, or appropriate District personnel is permissible, but actions of students and parents cannot bind the District to any contractual obligations.
- D. Any fundraising program that requires contracting with a third-party vendor or promoter shall satisfy the following criteria:
1. The contract shall further K-12 education and/or promote the effective, efficient, or safe management and operation of the District; and
 2. The district shall enter into contracts consistent with District policies and with appropriate authorization.

	DISTRICT FUNDRAISING POLICY	D140.00 Adopted OCT 2003
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POLICY

It is the policy of the Seattle School Board to authorize fundraising activities where such activities: (1) promote K-12 education; (2) provide educational experiences for students; (3) address local funding needs or obligations to support educational and extracurricular programs and activities; or (4) further the effective, efficient, or safe management and operation of the Seattle Public Schools or its schools. Fundraising activities shall be in the best interests of the Seattle Public Schools and shall not interfere with the operation of school programs and functions. Fundraising activities include, but are not limited to: the solicitation of gifts and donations; the production or sale of goods or services; and fundraising alliances. Seattle Public Schools fundraising activities shall not conflict with any applicable law, state or federal constitutional provisions, including the separation of church and state, nor violate Seattle Public Schools policies or procedures, including Solicitations by Students (D129.00), Advertising and Commercial Activities (E02.00), and Food Sales (H66.01). The Superintendent or his or her designee is authorized to make final decisions on what constitutes an appropriate fundraising activity.

This policy governs the establishment and administration of fundraising for the Seattle Public Schools' general fund, for individual schools, and for educational programs, activities, and opportunities. This policy does not address fundraising programs conducted by the Parent Teacher Student Association or other non-profit or citizens organizations. Fundraising by the Associated Student Body is addressed by RCW 28A.325.030 and is also governed by Seattle Public Schools Procedure No. D130.00.

References:	RCW 28A.320.015 School boards of directors – Powers – Notice of adoption of policy.
	RCW 28A.320.030 Gifts, conveyances, etc., for scholarship and student aid purposes, receipt and administration.
	RCW 28A.320.035 Contracting out – Board's powers and duties – Goods and services.
	RCW 28A.335.060 Surplus school property, rental, lease or use of – disposition of moneys received from.
	RCW 28A.335.090 Conveyance and acquisition of property – Management – Appraisal.
	RCW 28A.335.180 Surplus texts and other educational aids, notice of availability – Student priority as to texts.
	RCW 39.33.070 School districts and libraries – Disposal of obsolete or surplus reading materials – Procedures.

District Fundraising Activities

The district recognizes that it needs a balance of state, federal, local, and nongovernmental funds to achieve its goals. The district further recognizes that dwindling state and federal funds present challenges for the district. Increasingly, the district is seeking local and nongovernmental funding sources in order to preserve, establish and enhance important district programs and educational opportunities. The district's ability to offer diverse, quality educational programs and experiences for our students depends in part on our ability to secure reliable alternative sources of funding.

To preserve and to establish district programs and educational opportunities the board authorizes fundraising activities where such programs: (1) Promote K-12 education; (2) Provide educational experiences for students, and/or (3) Address local funding obligations that support the educational mission of the district; (4) and/or promote the effective, efficient, or safe management and operation of the district.

District fundraising activities may include: (1) Soliciting gifts and donations that are reasonably related to the pursuit of the district's objectives; (2) Entering into interlocal agreements with other governments which generate additional funds for school district activities; and/or (3) Operating various revenue generating enterprises consisting of the sale of goods or services that are produced by, or that are linked to, the district's educational program. Fundraising programs, including enterprise activities, will be in the best interests of the district and will not interfere with the operation of the district's programs and functions. District fundraising programs will not conflict with any applicable law and or state or federal constitutional provisions, including the separation of church and state.

This policy governs the establishment and administration of district fundraising for the general fund and for particular programs in the district. It does not address fundraising programs conducted by Parent Teacher Organizations, other non-profit or citizens' organizations, or the Associated Student Body. Fundraising by the Associated Student Body is addressed by [RCW 28A. 325.030](#) and [Policy 3510](#).

The superintendent will establish procedures for the administration of district fundraising programs to ensure compliance with all applicable laws.

Cross References: 3530 - Fundraising Activities Involving Students
 3510 - Associated Student Bodies

Legal References: RCW 28A.320.015 School Boards of Directors – Powers –
 Notice of adoption of policy
 RCW 28A.320.030 Gifts, conveyances, etc., for scholarship
 and student aid purposes, receipt and administration
 AGO 2003 No. 1 Attorney General's Opinion

Management Resources: Policy News, December 2003 District Fundraising Activities

Adoption Date:
Classification: **Discretionary**
Revised Dates: **12.03; 12.11**

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Procedure - District Fundraising Activities

The district fundraising programs for students will: (1) promote K-12 education; (2) provide educational experiences; and/or (3) address local funding obligations that support the educational mission of the district; (4) and/or promote the effective, efficient, or safe management and operation of the district.

District fundraising activities may include: (1) soliciting gifts and donations that are reasonably related to the pursuit of the district's objectives; (2) entering into interlocal agreements with other governments which generate additional funds for school district activities; and/or (3) operating various revenue generating enterprises consisting of the sale of goods or services that are produced by, or that are linked to, the district's educational program. The purpose or use of such programs will be consistent with the policies and programs of the district.

Proposals for district fundraising programs will be reviewed and approved in advance by the superintendent (or designee) to ensure compliance with the following procedures. The superintendent (or designee) will make all compliance determinations.

Any fundraising program charging fees will satisfy the following criteria:

1. Fees for persons attending or participating in such programs will only be charged when attendance or participation is optional, not mandatory;
2. Students not be charged a fee to enroll in a curriculum-based activity that involves a district fundraising program; and
3. A program will not be created or continued that will require the allocation of district funds when program-specific resources are insufficient or exhausted.

Any fundraising program characterized as a "business enterprise" activity will satisfy the following criteria:

1. For these purposes, "business enterprise" will be defined as any non-Associated Student Body activity that sells goods or services for district-related purposes on an ongoing basis;
2. Such "business enterprises" will sell products or services that are appropriate for the program's education purposes and/or promote the effective, efficient, or safe management and operation of the district;
3. Such enterprises will not be created solely for commercial purposes;
4. Such enterprises will purchase inventory in accordance with applicable district policy and/or practices; and
5. A business enterprise program will not be created or continued that will require the allocation of district funds when program-specific resources are insufficient or exhausted.

Any fundraising program using donated personal items or services for an auction, sale, and/or raffle will satisfy the following criteria:

1. Donated items or services must be free from health and/or safety hazards;

2. Donated items or services must be given voluntarily by individuals or businesses; and
3. Appropriate solicitation on the part of students, parents or appropriate district personnel is permissible, but actions of students and parents cannot bind the district to any contractual obligations.

Any fundraising program that requires contracting with a third-party vendor or promoter will satisfy the following criteria:

1. The contract will further K-12 education and/or promote the effective, efficient, or safe management and operation of the district; and
2. The district will enter into contracts consistent with district policies and with appropriate authorization of the superintendent (or designee).

Any fundraising program involving the production and/or sale of goods or services, such as a vocational education program, will satisfy the following criteria:

1. The superintendent (or designee) must authorize the sales of any goods produced and/or any services provided by the education program;
2. The proceeds from the sale will be used to enhance or to expand the education programs(s), as determined by the superintendent (or designee);
3. To the extent required, all goods produced or services provided from an educational program will be assigned to or owned by the district; and
4. Individual compensation for the sale of goods produced and/or for the services provided will not be permitted, except as authorized by the superintendent, in accordance with applicable laws, district procedures, and/or practice.

Any fundraising program selling surplus school personal property will satisfy the following criteria:

1. Such programs will not violate applicable state law or school policy governing the sale, lease, or rental of surplus and obsolete school personal property;
2. Such programs are permitted only as provided in [RCW 28A.335.180](#); and
3. Such programs follow the district's policy for the disposal of surplus property, [District Board Policy No 6881](#).

Adoption Date:

Classification:

Revised Dates: **12.03; 12.11**

DISTRICT FUNDRAISING

The board's ability to offer diverse, quality educational programs and experiences for the students depends in part on our ability to secure reliable and supplemental sources of funding. The board recognizes that it needs a balance of state, federal, local, and nongovernmental funds to achieve its educational goals. The board further recognizes that shrinking state and federal funds present challenges for the district. Increasingly, the district is seeking local and nongovernmental funding sources in order to preserve and to establish necessary district programs and educational opportunities.

To preserve and to establish necessary district programs and educational opportunities, the board authorizes fundraising activities where such programs: (1) promote K-12 education; (2) provide educational experiences for students; (3) address local funding obligations that support the educational mission of the district; and/or (4) promote the effective, efficient, or safe management and operation of the district. Fundraising programs, including enterprise activities, shall be in the best interests of the district and shall not interfere with the operation of the district's programs and functions. District fundraising programs shall not conflict with any applicable law and/or state or federal constitutional provisions, including the separation of church and state.

This policy governs the establishment and administration of district fundraising for the general fund and for particular programs in the district. It does not address fundraising programs conducted by the Parent Teacher Student Association or other non-profit or citizens organizations. Fundraising by the Associated Study Body is addressed by RCW 28A.325.030 and District Policy No. 3530.

The superintendent (or designee) shall establish procedures for the administration of district fundraising programs to ensure compliance with all applicable laws.

Legal References:

RCW	28A.320.015	School boards of directors – Powers – Notice of adoption of policy.
	28A.320.030	Gifts, conveyances, etc., for scholarship and student aid purposes, receipt and administration
	28A.320.035	Contracting out – Board's powers and duties – Goods and services.
	28A.335.060	Surplus school property, rental, lease or use of – disposition of moneys received from
	28A.335.090	Conveyance and acquisition of property – management.
	28A.335.180	Surplus texts and other educational aids, notice of availability – Student priority as to texts.
	39.33.070	School districts and libraries – Disposal of obsolete or surplus reading materials – Procedures.

Adopted: 10/10/02

District Fundraising Activities

To preserve and to establish district programs and educational opportunities the board authorizes fundraising activities where such programs: (1) promote K-12 education; (2) provide educational experiences for students, and/or (3) address local funding obligations that support the educational mission of the district; (4) and/or promote the effective, efficient, or safe management and operation of the district.

District fundraising activities may include: (1) soliciting gifts and donations that are reasonably related to the pursuit of the district's objectives; (2) entering into interlocal agreements with other governments which generate additional funds for school district activities; and/or (3) operating various revenue generating enterprises consisting of the sale of goods or services that are produced by, or that are linked to, the district's educational program. Fundraising programs, including enterprise activities, will be in the best interests of the district and will not interfere with the operation of the district's programs and functions. District fundraising programs will not conflict with any applicable law and or state or federal constitutional provisions, including the separation of church and state.

This policy governs the establishment and administration of district fundraising for the general fund and for particular programs in the district. It does not address fundraising programs conducted by Parent Teacher Organizations, other non-profit or citizens' organizations, or the Associated Student Body. Fundraising by the Associated Student Body is addressed by RCW 28A. 325.030 and Board Policy 3510.

The superintendent will establish procedures for the administration of district fundraising programs to ensure compliance with all applicable laws.

Cross Reference:	Board Policy 3510 Board Policy 3530	Associated Student Bodies Fundraising Activities Involving Students
Legal References:	RCW 28A.320.015 RCW 28A.320.030 AGO 2003 No. 1	School Boards of Directors – Powers – Notice of adoption of policy Gifts, conveyances, etc., for scholarship and student aid purposes, receipt and administration Attorney General's Opinion
Management Resources:	<i>Policy News</i> , December 2003 District Fundraising Activities	

DISTRICT FUNDRAISING: 6102

The District recognizes that supplemental funding sources are often needed. To preserve and to establish District programs and educational opportunities the District authorizes fundraising activities where such programs: (1) promote K-12 education; (2) provide educational experiences for students, and/or (3) address local funding obligations that support the educational mission of the District; (4) and/or promote the effective, efficient, or safe management and operation of the District. Fundraising programs shall be in the best interests of the District and shall not interfere with the operation of the District's programs and functions. District fundraising programs shall not conflict with any applicable law and or State or Federal constitutional provisions, including the separation of church and state.

This policy governs the establishment and administration of District fundraising for the general fund and for particular programs in the District. It does not address fundraising programs conducted by Parent Teacher Organizations, other non-profit or citizens' organizations, or the Associated Student Body. Fundraising by the Associated Student Body is addressed by RCW28A. 325.030. and District Policy – 6104.

To ensure compliance with all applicable laws, proposals for District fundraising programs and activities shall be reviewed and approved in advance by the Assistant Superintendent of Business Services (or designee).

Cross References: Administrative Policy – 6104 Student Fundraising Activities

Legal References: RCW 28A.320.015	School Boards of Directors–Powers–Notice of adoption of policy
RCW 28A.320.030	Gifts, conveyances, etc., for scholarship and student aid purposes, receipt and administration
RCW 28A.320.035	Contract our–Board's powers and duties–Goods and services
RCW 28A.335.060	Surplus school property–Rental, lease or use of–Disposition of moneys received from
RCW 28A.335.090	Conveyance and acquisition of property–Management Appraisal
RCW 28A.335.180	Surplus texts and other educational aids, notice of availability–Student priority as to texts
RCW 39.33.070	School districts and libraries–Disposal of obsolete or surplus reading materials–Procedures

Attorney General's Opinion AGO 2003 No. 1



SCHOOL BOARD ACTION REPORT

DATE: March 20, 2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Clover Codd, Asst. Superintendent of Human Resources,
clcodd@seattleschools.org, 206-252-0027

For Intro: May 3, 2017
For Action: May 17, 2017

1. TITLE

Amending Policy No. 5201, Drug-Free Schools, Community and Workplace

2. PURPOSE

This Board action amends Policy No. 5201, Drug-Free Schools, Community and Workplace, to shift the focus of one section of the policy from the reporting of specific medication use to the mitigating adverse impact of such use on the work environment.

3. RECOMMENDED MOTION

I move that the School Board amend Board Policy No. 5201 Drug-Free Schools, Community and Workplace, as attached to the Board Action Report.

4. BACKGROUND INFORMATION

- a. **Background** The changes proposed cover a section of the policy that deals with staff who take drugs or medication that may adversely affect the staff member's ability to perform work safely. The current language requires staff to report the use of medication that may have such adverse effects. The proposed language shifts the focus from reporting the use of the drugs to taking the appropriate steps to avoid unsafe workplace practices.
- b. **Alternatives** The Board may choose not to implement this policy change. This is not recommended as the proposed language appropriately shifts the focus from the employee's medications to the impact on the work environment.
- c. **Research** WSSDA Policy News, December 2015

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be __N/A__.

The revenue source for this motion is __N/A__.

Expenditure: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

Human Resources consulted with our district's labor partners, who were agreeable to this policy change.

7. EQUITY ANALYSIS

Not applicable

8. STUDENT BENEFIT

Policy language that focuses on and emphasizes the importance a safe work environment benefits both district employees and students.

9. WHY BOARD ACTION IS NECESSARY

☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

☒ Adopting, amending, or repealing a Board policy

☐ Formally accepting the completion of a public works project and closing out the contract

☐ Legal requirement for the School Board to take action on this matter

☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item

☐ Other: _____

10. POLICY IMPLICATION

If approved, this motion would amend Policy No. 5201, Drug-Free Schools, Community and Workplace, to clarify language as reflected in the attached policy revision.

11. BOARD COMMITTEE RECOMMENDATION


This motion was discussed at the A&F Committee meeting on April 18, 2017. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, Policy No. 5201 will be amended and the new versions of the policies will be posted online.

13. ATTACHMENTS

- Board Policy No. 5201, Drug-Free Schools, Community and Workplace– clean (for approval)
- Board Policy No. 5201, Drug-Free Schools, Community and Workplace – redline (for reference)

	<p>DRUG-FREE SCHOOLS, COMMUNITY & WORKPLACE</p>	<p>Policy No. 5201</p> <p>[DATE]</p> <p>Page 1 of 3</p>
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The Board has an obligation to staff, students and citizens to create a safe workplace and learning environment.

“Workplace” is defined to mean the site for the performance of district work, including but not limited to, any school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; and off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the district.

The Board declares that the following behaviors for all staff, students, vendors, volunteers and visitors are prohibited:

- A. Reporting to the workplace or being on district property under the influence of alcohol, illegal and/or controlled substances, including marijuana (cannabis), which includes smelling alcohol on a person’s breath.
- B. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids, in any amount or in any manner on district property or a district workplace at any time or when involved in a school district activity on or off school district property.
- C. Possessing alcohol in a school or district building. Possessing an unopened container of alcohol in a locked motor vehicle is not prohibited.
- D. Having consumed or using alcohol at the workplace or on district property.
- E. Using district property or the person’s position within the district to make or traffic alcohol or controlled substances.
- F. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis), in a manner that is illegal and/or detrimental to the interest of the district.
- G. Illegal furnishing of alcohol to a student.

Any staff member who is taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the staff member, other staff members, students or the public, it is the staff member’s

	<p>DRUG-FREE SCHOOLS, COMMUNITY & WORKPLACE</p>	<p>Policy No. 5201</p> <p>[DATE]</p> <p>Page 2 of 3</p>
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responsibility to use appropriate personnel procedures (e.g., use leave, request change of duty, or notify his/her supervisor of potential side effects) to avoid unsafe workplace practices. If a staff member notifies his/her supervisor that the use of medication could compromise the safe performance of his/her job, the supervisor, in conjunction with the Human Resources Department, will determine whether the staff member can remain at work and whether any work restrictions will be necessary.


Any staff member convicted of a crime attributable to the use, possession, or sale of an illegal and/or controlled substance, including marijuana (cannabis), will be subject to disciplinary action, including immediate termination. Any staff member convicted of a crime attributable to the use, possession or sale of alcohol that impacts their ability to perform the essential functions of their job or to be at work will be subject to disciplinary action, including immediate termination.

As required in the Drug-Free Workplace Act, each employee, as a condition of employment, shall notify his or her supervisor of a conviction under any criminal drug statute violation occurring in the workplace as defined above. Such notification shall be provided no later than five days after such conviction. The district shall inform the federal government within ten days of such conviction, regardless of the source of the information.

Each employee shall be notified of this district policy in new employee materials. Any staff member who violates any aspect of this policy may be subject to disciplinary action, which may include immediate discharge.

The district may notify law enforcement agencies regarding a staff member's violation of this policy at the district's discretion or take other actions as the district deems appropriate.

The district's confidential Employee Assistance Program is available to assist employees with substance abuse issues. The district recognizes that alcoholism and substance abuse are treatable medical conditions and that the use of controlled substances may lead to chemical dependency and may affect an employee's job performance. Therefore, the district offers assessment and referral services through its Employee Assistance Program to employees and their immediate family members seeking confidential assistance. The availability

	<p>DRUG-FREE SCHOOLS, COMMUNITY & WORKPLACE</p>	<p>Policy No. 5201</p> <p>[DATE]</p> <p>Page 3 of 3</p>
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and/or use of these services do not waive the employee's responsibility to comply with Board policies and/or meet expected standards of work performance.

Adopted: October 2011

Revised: January 2014; [Date]


Cross Reference: Policy Nos. 4215; 5203; 5230; 5280

Related Superintendent Procedure:

Previous Policies: F07.00; F07.01

Legal References: 41 USC §§ 701-707 Drug Free Workplace Act of Subtitle D 1988 and as amended in 1989; 41 USC § 8103 Drug Free Workplace Requirements for Federal Grant Recipients; 20 USC §§ 7101-7118 Safe and Drug-Free Schools and Communities Act; 21 U.S.C. 812 Controlled Substance Act; RCW 69.50.435 Violations committed on school bus or in or near school grounds or school bus route stop

Management Resources: *Policy News*, December 2015; February 2013; December 2011; February 1999

	<p>DRUG-FREE SCHOOLS, COMMUNITY & WORKPLACE</p>	<p>Policy No. 5201 January 22, 2014 <u>[DATE]</u> Page 1 of 3</p>
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The Board has an obligation to staff, students and citizens to create a safe workplace and learning environment.

“Workplace” is defined to mean the site for the performance of district work, including but not limited to, any school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; and off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the district.

The Board declares that the following behaviors for all staff, students, vendors, volunteers and visitors are prohibited:

- A. Reporting to the workplace or being on district property under the influence of alcohol, illegal and/or controlled substances, including marijuana (cannabis), which includes smelling alcohol on a person’s breath.
- B. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids, in any amount or in any manner on district property or a district workplace at any time or when involved in a school district activity on or off school district property.
- C. Possessing alcohol in a school or district building. Possessing an unopened container of alcohol in a locked motor vehicle is not prohibited.
- D. Having consumed or using alcohol at the workplace or on district property.
- E. Using district property or the person’s position within the district to make or traffic alcohol or controlled substances.
- F. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis), in a manner that is illegal and/or detrimental to the interest of the district.
- G. Illegal furnishing of alcohol to a student.

~~Any staff member who is taking a drug or medication, whether or not prescribed by the staff member's medical provider, which may adversely affect that staff member's ability to perform work in a safe manner, should report such use of medication to his or her supervisor. This includes drugs that are known or advertised as possibly affecting judgment, coordination or any of the senses,~~

	<p>DRUG-FREE SCHOOLS, COMMUNITY & WORKPLACE</p>	<p>Policy No. 5201</p> <p>January 22, 2014 <u>[DATE]</u></p> <p>Page 2 of 3</p>
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~~including those that may cause drowsiness or dizziness. Any staff member who is taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the staff member, other staff members, students or the public, it is the staff member's responsibility to use appropriate personnel procedures (e.g., use leave, request change of duty, or notify his/her supervisor of potential side effects) to avoid unsafe workplace practices. If a staff member notifies his/her supervisor that the use of medication could compromise the safe performance of his/her job, T~~the supervisor, in conjunction with the Human Resources Department, will determine whether the staff member can remain at work and whether any work restrictions will be necessary.


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	<p>DRUG-FREE SCHOOLS, COMMUNITY & WORKPLACE</p>	<p>Policy No. 5201</p> <p>January 22, 2014 <u>[DATE]</u></p> <p>Page 3 of 3</p>
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and substance abuse are treatable medical conditions and that the use of controlled substances may lead to chemical dependency and may affect an employee's job performance. Therefore, the district offers assessment and referral services through its Employee Assistance Program to employees and their immediate family members seeking confidential assistance. The availability and/or use of these services do not waive the employee's responsibility to comply with Board policies and/or meet expected standards of work performance.

Adopted: October 2011

Revised: January 2014; [Date]

Cross Reference: Policy Nos. 4215; 5203; 5230; 5280

Related Superintendent Procedure:

Previous Policies: F07.00; F07.01

Legal References: 41 USC §§ 701-707 Drug Free Workplace Act of Subtitle D 1988 and as amended in 1989; 41 USC § 8103 Drug Free Workplace Requirements for Federal Grant Recipients; 20 USC §§ 7101-7118 Safe and Drug-Free Schools and Communities Act; 21 U.S.C. 812 Controlled Substance Act; RCW 69.50.435 Violations committed on school bus or in or near school grounds or school bus route stop

Management Resources: *Policy News*, December 2015; February 2013; December 2011; February 1999



SCHOOL BOARD ACTION REPORT

DATE: April 10, 2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: JoLynn Berge, Asst Superintendent for Business & Finance,
jdberge@seattleschools.org;

For Intro: May 3, 2017
For Action: May 17, 2017

1. TITLE

Amending Policy No. 6022, Economic Stabilization Account (ESA)

2. PURPOSE

This Board Action Report revises Board Policy No. 6022, Economic Stabilization Account (ESA), in order to simplify the policy to better align with other state school district policies and to allow flexibility for the school board usage of district funds.

3. RECOMMENDED MOTION

I move that the School Board amend Board Policy No. 6022, Economic Stabilization Account, as attached to the Board Action Report.

4. BACKGROUND INFORMATION

- a. As written, the current policy is overly complex and restricts the School Board to using the ESA only if one of five limited situations occur. None of the situations currently listed in the policy allow the School Board to use the ESA to help address the budget shortfall such as is anticipated for the 2017-18 school year. The current policy also does not include a requirement to have a plan to rebuild the fund if it is used. By simplifying the policy, maintaining the requirement for a Board Resolution for any usage and adding a requirement for a repayment plan, the policy will provide for greater oversight and more flexibility.

The revisions make two primary changes to the policy. First, changing the basis on which the amount committed to the fund balance is calculated from "... of the budgeted non-grant expenditures for the upcoming fiscal year" to "of the actual general fund expenditures of the most recently completed fiscal year." This change better aligns with other Washington State School District policies, more closely matches district financial usages, increases the transparency surrounding the calculation and improves the accuracy of budgeting the annual contribution amount.

Second, the criteria for utilizing ESA are eliminated. This will allow the flexibility to utilize the ESA for the 2017-18 budget. After consulting with Legal, it was determined that the policy needs to be revised first and then the Resolution for usage of the ESA as part of the 2017-18 school year would follow, after all amounts are finalized. Board

Directors were made aware of the need to change the policy as part of the November 22, 2016 Budget Work Session.

b. Alternatives

1. The district can make no change to the allowable policy usage now, and revisit the proposed budget reductions for the 2017-18 school year using a different funding source. This is not recommended because it would not allow for use of the ESA in upcoming budget and increase the likelihood of the potential disruption to schools and other programs that would need to provide other funding reductions to balance the budget.
2. The district could make no change to how the account is calculated and leave the current process of basing the calculation on a future year and only the non-grant portion of the General Fund. This is not recommended as it makes both calculating the fund balance difficult as well as making Seattle's fund balance methodology not comparable to other large Washington School District's for comparison purposes, and is the current calculation transparent for our stakeholders.

c. Research

Review of other large Washington school districts including Spokane, Tacoma, and Kent show that only Seattle's policy is based on a portion of the General Fund, specifically non-grant expenditures, and is forward looking instead of based on the most recently completed fiscal year.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be undetermined until development of the 2017-18 budget is finalized. As part of the 2017-18 budget plan, under current policy we estimated the ESA would have a balance of \$23,725,000 at 3.25% of the 2017-18 non-grant budget. Under the proposed changes to the policy, the ESA would now have a balance of \$23,075,000, a \$650,000 difference. This would reduce the amount of 2016-17 underspend required to be set aside for this purpose.

The revenue source for this motion is the General Fund.

Expenditure: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

Through multiple budget discussions and meetings with our community, labor partners, employees and senior leaders, it was concluded that using a portion of the District's Economic Stabilization Account was critical to protecting school and student support programs during the current legislative funding crisis. The policy on the Economic Stabilization Account as currently written does not allow for this usage.

7. EQUITY ANALYSIS

Restricting the usage of the Economic Stabilization Account to only situations where either financial errors occur or for one time investments or emergency expenditures for life, health or public safety reasons prevents the School Board from using funds to protect student services from an economic crisis such as is anticipated for the 2017-18 school year. In years of budget reductions, typically core services must be protected and extra resources for high need students have to be reduced or eliminated. Using the Economic Stabilization Account to protect student services allows the district to maintain programs that focus on student needs.

8. STUDENT BENEFIT

Modifying the policy to allow greater flexibility in its usage allows the School Board to better shield students and direct student services from economic uncertainty. Stabilizing district resources is the primary purpose of the policy.

9. WHY BOARD ACTION IS NECESSARY

☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

☒ Adopting, amending, or repealing a Board policy

☐ Formally accepting the completion of a public works project and closing out the contract

☐ Legal requirement for the School Board to take action on this matter

☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item

☐ Other: _____

10. POLICY IMPLICATION

This motion recommends changing Board Policy No. 6022, Economic Stabilization Account.

11. BOARD COMMITTEE RECOMMENDATION


This motion was discussed at the Audit and Finance Committee meeting on April 18, 2017. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the new policy will be implemented and a board resolution requesting usage of the fund will be brought forward for the School Board's consideration. Introduction of a resolution authorizing use of the Economic Stabilization Account is necessary before the 2017-18 budget planning is finalized. The resolution is anticipated for Intro on June 7, 2017 with Action on June 28, 2017.

13. ATTACHMENTS

- Board Policy No. 6022, Economic Stabilization Account – clean (for approval)
- Board Policy No. 6022, Economic Stabilization Account – redline (for reference)

	<p>ECONOMIC STABILIZATION ACCOUNT</p>	<p>Policy No. 6022</p> <p>[Date]</p> <p>Page 1 of 1</p>
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It is the policy of the Seattle School Board to maintain an economic stabilization account in the general fund to help protect against unforeseen circumstances.

The District created the Economic Stabilization Account (ESA) to fund activities that would otherwise be reduced in scope, suspended or eliminated due to unanticipated shortfalls in the General Fund revenues. Any use of the ESA shall be accompanied with a resolution approved by the School Board.

In an effort to provide fiscal stability for the District and allow District Administrators to apply fiscal prudence in managing the budgetary conditions of the District, a desired stabilization amount is established. The amounts for the desired stabilization account shall be specifically identified in a separate account code in the General Fund. The amounts committed in the Economic Stabilization Account (ESA) are to be used only for the purposed defined in this policy.

The School Board shall annually adopt a specific stabilization account percentage for the upcoming fiscal year. The ESA shall be informed by the economic climate and recommended between 3 and 5 percent of the total actual general fund expenditures of the most recently completed fiscal year.

In the event the ESA balance falls below the recommended minimum level of 3-5%, a plan to replenish the fund will be developed and provided with the resolution authorizing use of the fund.

The Superintendent is granted the authority to establish procedures in order to implement this policy.

Adopted: [DATE]

Revised: [DATE]


Cross Reference: Policy Nos. 6020; 6040

Related Superintendent Procedure:

Previous Policies: G06.00 Legal

References:

Management Resources: Governmental Accounting Standards Board 54

	<p>ECONOMIC STABILIZATION ACCOUNT</p>	<p>Policy No. 6022</p> <p>August 10, 2015 [Date]</p> <p>Page 1 of 321</p>
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The District created the Economic Stabilization Account (ESA) to fund activities that would otherwise be reduced in scope, suspended or eliminated due to unanticipated shortfalls in the General Fund revenues. Any use of the ESA shall be accompanied with a resolution approved by the School Board.

~~a.~~ In an effort to provide fiscal stability for the District and allow District Administrators to apply fiscal prudence in managing the budgetary conditions of the District, a desired stabilization amount is established. The amounts for the desired stabilization account shall be specifically identified in a separate account code in the General Fund. The amounts committed in the Economic Stabilization Account (ESA) are to be used only for the purposed defined in this ~~section~~policy.

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The School Board shall annually adopt a specific stabilization account percentage for the upcoming fiscal year. The ESA shall be informed by the economic climate and recommended between 3 and 5 percent of the ~~budgeted non-grant~~total actual general fund expenditures of the most recently completed fiscal year. ~~for the upcoming fiscal year.~~

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~~b.~~ In the event the ESA balance falls below the recommended minimum level of 3-5%, a plan to replenish the fund will be developed and provided with the resolution authorizing use of the fund.

~~c.~~ Minimum funding for the ESA when the balance is less than the minimum level as established in (b.) of this section shall not be less than (75%) of the fund balance that falls into the categories of assigned and unassigned as of the most recent financial statements. Minimum funding for the ESA when the balance is less than the maximum level established in subsection (c.) of this subsection shall not be less than (50%) of fund balance that falls into the categories of assigned and unassigned as of the most recent financial statements. This funding is to be transferred annually to the ESA.

~~d.~~ Amounts held in the ESA in excess of the "minimum amount" established in this section may only be expended when specific circumstances exist. The circumstances requiring the expenditure of ESA funds are not expected to



ECONOMIC
STABILIZATION
ACCOUNT

Policy No. 6022

August 10, 2015

Page 2 of 3

recur on a routine basis. The circumstances when it is necessary to appropriate or spend ESA funds are subject to the objective criteria outlining the parameters of the acceptable uses of the ESA funds included below. The existence of the circumstances must be declared by resolution and approved by the School Board that one or more of the criteria listed below exists:

i. Expenditures for emergency situations for life, health, or public safety issues for which no appropriation exists;

ii. Situations where significant unforeseen revenue decline in excess of 5% of original budgeted estimated revenues (excluding transfers in) arises that could not have reasonably been foreseen, and for which new revenue is not available and transfers of existing appropriations are not considered feasible or appropriate in maintaining service levels.

iii. Correcting the results of an inaccurate estimate, accounting error, or budgeting error in excess of 5% of General Fund original budgeted estimated revenues (excluding transfers).

iv. Expenditures where the proposed use is of a nonoperational nature involving capital or technical purchases having a useful life greater than five years that will improve the efficiency of the school district. These efficiency improvements should result in tangible benefits that can be measured.

v. Expenditures where the proposed use is of a nonrecurring nature with tangible benefits, such as start-up costs for a program whose ongoing costs are otherwise funded, grant matching funds, or up-front payment of grant eligible expenses to be reimbursed by grant revenues. These expenditures should result in tangible benefits that can be measured.


The Superintendent is granted the authority to establish procedures in order to implement this policy.

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 SEATTLE PUBLIC SCHOOLS	<p>ECONOMIC STABILIZATION ACCOUNT</p>	<p>Policy No. 6022</p> <p>August 19, 2015</p> <p>Page 13 of 13</p>
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Adopted: **August 2015-[DATE]**

Revised: [DATE]


Cross Reference: Policy Nos. 6020; 6040

Related Superintendent Procedure:

Previous Policies: G06.00 Legal

References:

Management Resources: Governmental Accounting Standards Board 54

	<p>PROCUREMENT</p>	<p>Policy No. 6220</p> <p>February 15, 2012</p> <p>Page 1 of 1</p>
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It is the policy of the Seattle School Board to obtain materials, equipment, goods, supplies, contracted services, construction, and software and related acquisitions consistent with all applicable laws. District staff shall use sound business and financial practices that support the delivery of desired services and goods on time and within budget, while maximizing value and minimizing risk and cost to the district. The district shall promote fair competition to the extent practicable, including appropriate documentation of all situations where advertised sealed bids or requests for proposals are not used.

All contracts for more than \$250,000 initial value, excluding sales tax and contingencies, and changes or amendments of more than \$250,000, excluding sales tax and contingencies, must be approved by the School Board. Multiple changes and amendments which are for the same or similar services at the same time and same location, or continuation of existing activity shall be considered a single action for approval purposes.

This policy shall apply to all contracts, agreements, and Memoranda of Understanding (MOUs) where the district receives money, pays money, or commits time and resources, whether these are paid from operating funds, capital funds, grants, ASB funds or other sources. This policy shall not apply to individual employment contracts or collective bargaining agreements; all new employment contracts or collective bargaining agreements or renewals of such contracts or agreements shall require Board approval.

The Board delegates to the Superintendent all other authority and responsibility for procurement within the budgets approved by the Board. The Superintendent may delegate such authority to procurement staff or other designees as the Superintendent deems appropriate. The Superintendent is authorized to develop procedures to implement this policy.

Adopted: February 2012

Revised:

Cross Reference:

Related Superintendent Procedure: 6220SP.A; 6220SP.B; 6220SP.C; 6220SP.D; 6220SP.E; 6220SP.F; 6220SP.G; 6220SP.H

Previous Policies: G45.00

Legal References: RCW 28A.335.190 Advertising for bids — Competitive bid procedures — Purchases from inmate work programs — Telephone or written quotation solicitation, limitations — Emergencies; 39.04.280 Competitive Bidding Requirements — Exemptions; [2 CFR 200.67 — Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards](#) [Micro-purchase](#); [2 CFR 200.88 — Simplified Acquisition Threshold](#); Management Resources: *Policy News*, October 2005; June 2001

(a) The term “direct loan” means a disbursement of funds by the Federal government to a non-Federal borrower under a contract that requires the repayment of such funds with or without interest. The term includes the purchase of, or participation in, a loan made by another lender and financing arrangements that defer payment for more than 90 days, including the sale of a Federal government asset on credit terms. The term does not include the acquisition of a federally guaranteed loan in satisfaction of default claims or the price support loans of the Commodity Credit Corporation.

(b) The term “direct loan obligation” means a binding agreement by a Federal awarding agency to make a direct loan when specified conditions are fulfilled by the borrower.

(c) The term “loan guarantee” means any Federal government guarantee, insurance, or other pledge with respect to the payment of all or a part of the principal or interest on any debt obligation of a non-Federal borrower to a non-Federal lender, but does not include the insurance of deposits, shares, or other withdrawable accounts in financial institutions.

(d) The term “loan guarantee commitment” means a binding agreement by a Federal awarding agency to make a loan guarantee when specified conditions are fulfilled by the borrower, the lender, or any other party to the guarantee agreement.

§200.64 Local government.

Local government means any unit of government within a state, including a:

- (a) County;
- (b) Borough;
- (c) Municipality;
- (d) City;
- (e) Town;
- (f) Township;
- (g) Parish;
- (h) Local public authority, including any public housing agency under the United States Housing Act of 1937;
- (i) Special district;
- (j) School district;
- (k) Intrastate district;
- (l) Council of governments, whether or not incorporated as a nonprofit corporation under state law; and

(m) Any other agency or instrumentality of a multi-, regional, or intra- state or local government.

§200.65 Major program.

Major program means a Federal program determined by the auditor to be a major program in accordance with §200.518 Major program determination or a program identified as a major program by a Federal awarding agency or pass-through entity in accordance with §200.503 Relation to other audit requirements, paragraph (e).

§200.66 Management decision.

Management decision means the evaluation by the Federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary.

§200.67 Micro-purchase.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity’s small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is \$3,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

§200.68 Modified Total Direct Cost (MTDC).

MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support

§200.87 Research and Development (R&D).

R&D means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

“Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

§200.88 Simplified acquisition threshold.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of §200.67 Micro-purchase.)

§200.89 Special purpose equipment.

Special purpose equipment means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers. See also §§200.33 Equipment and 200.48 General purpose equipment.

§200.90 State.

State means any state of the United States, the District of Columbia, the

Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.

§200.91 Student Financial Aid (SFA).

SFA means Federal awards under those programs of general student assistance, such as those authorized by Title IV of the Higher Education Act of 1965, as amended, (20 U.S.C. 1070–1099d), which are administered by the U.S. Department of Education, and similar programs provided by other Federal agencies. It does not include Federal awards under programs that provide fellowships or similar Federal awards to students on a competitive basis, or for specified studies or research.

§200.92 Subaward.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

§200.93 Subrecipient.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

§200.94 Supplies.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

Seattle School District No. 1
Monthly Financial Report
February, 2017

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Seattle School District #1
Financial Statements
February 2017

Fund Balances	General	Capital	ASB	Debt	Private/ Trust
Beginning of FY	\$78,050,158	\$42,065,394	\$3,614,709	\$12,894,145	\$1,888,741
Change YTD	(6,347,808)	10,704,751	569,796	(1,962,682)	112,309
Total Fund Balance	\$71,702,350	\$52,770,145	\$4,184,505	\$10,931,463	\$2,001,050

General Fund

For February 2017, the ending fund balance is \$71.7M. This compares to \$62.1M for February 2016. Enrollment for the year of 52,504 is less than the adopted budget for 2016-2017 by 74 FTE. Enrollment is 2,171 students higher than the previous year (See Pg 2). Revenues are \$358.5M YTD, compared to \$342.6M last year (See Pg. 4). State revenues of \$224.6M are up approximately \$15.1M over the previous year, reflecting increased enrollment. Expenditures of \$364.9M are up about \$19.4M over the previous year due primarily to increased staff expenses, as well as special education expenditures. (See Pg 4)

Capital Projects Fund

The Capital Projects Fund balance is \$52.8M compared to \$125.6M in the prior year. Fund balance is comprised primarily of BEX IV (\$36.7M), BTA III \$71.2M, BEX III \$4.6M, and Community Schools \$11.4M. Revenues are \$83.4M, consisting primarily of property taxes and investment earnings from the BEX IV levy \$58.7M, and BTA III levy \$21.1K. Expenditures of \$72.7M are comprised principally of BEX IV \$60.3M and BTA III \$6.2M. (See Pg 10).

Debt Service Fund

At February 2017, the fund balance is \$10.9M. (See Pg. 7C). Expenditures of \$2.2 million consist of the principal and interest on the JSCEE bond as well as the interest only payment on the QSCB. The large fund balance has been established as a sinking fund for the 2010 QSCB (\$17.5M) that is coming due in June 2017.

Associated Student Body

The Associated Student Body Funds represent monies raised by student groups for cultural, athletic, recreational and/or social purposes. Fund balance at February 2017 is \$4.2M compared to \$4.2M as of February 2016. (See Pg. 11) YTD Revenue is \$2.7M, and expenditures are \$2.1M.

Private/Trust

The Trust Fund accounts are monies donated to the District for private purposes, primarily scholarships, and are governed by individual agreements. Fund balance at February 2017 is \$2.0M compared to \$1.9M as of February 2016. YTD Revenue is \$129K, and expenditures are \$16.5K.

Investments

The King County Pool net earned interest rate was 0.98% in February, compared to 0.73% in February of the previous year. (See Pg. 9). The rate has gradually increased over the last year, following the general interest rate trend.

**Seattle School District
Average Annual Enrollment by Grade
As of 2/28/2017**

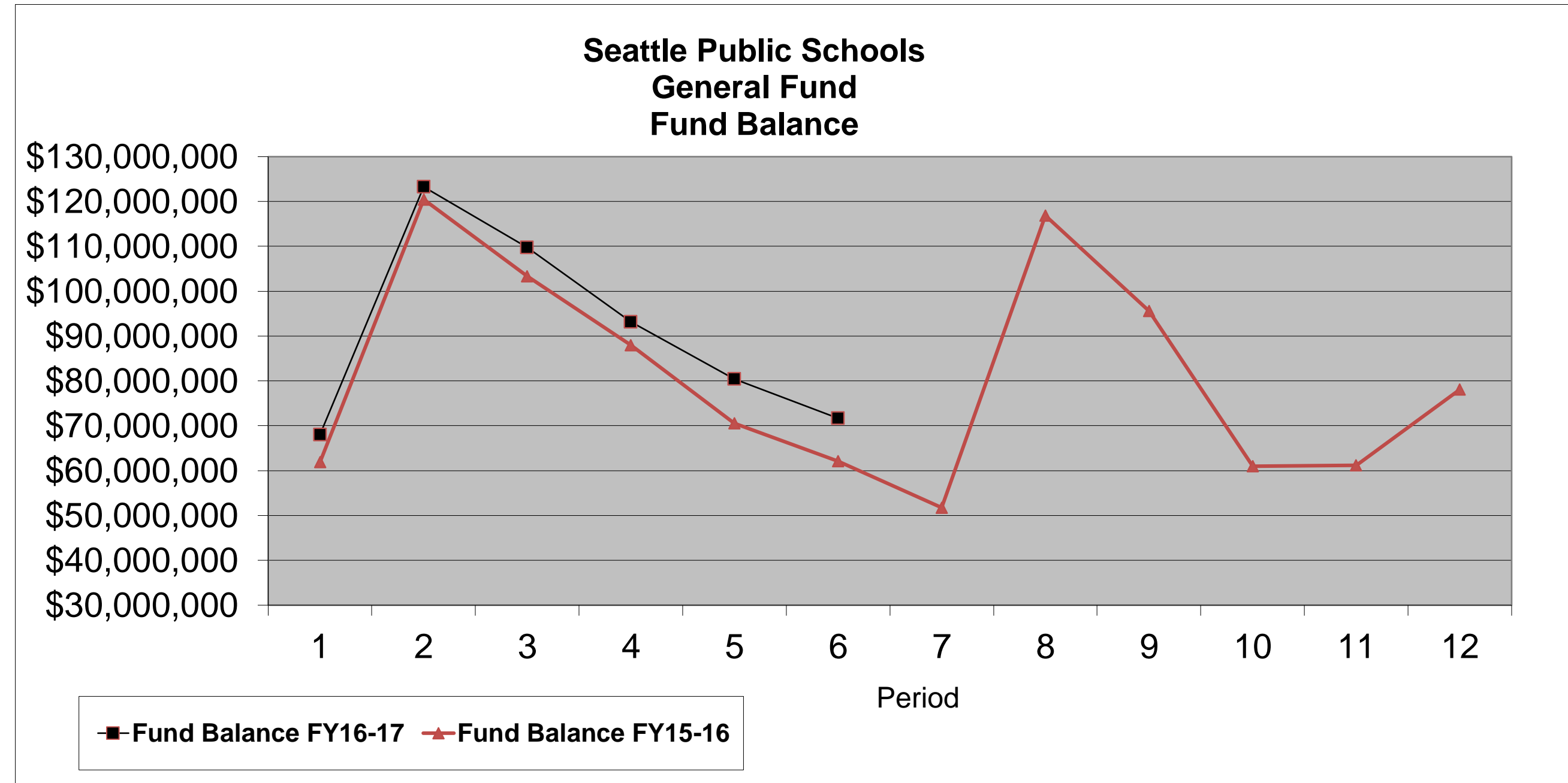
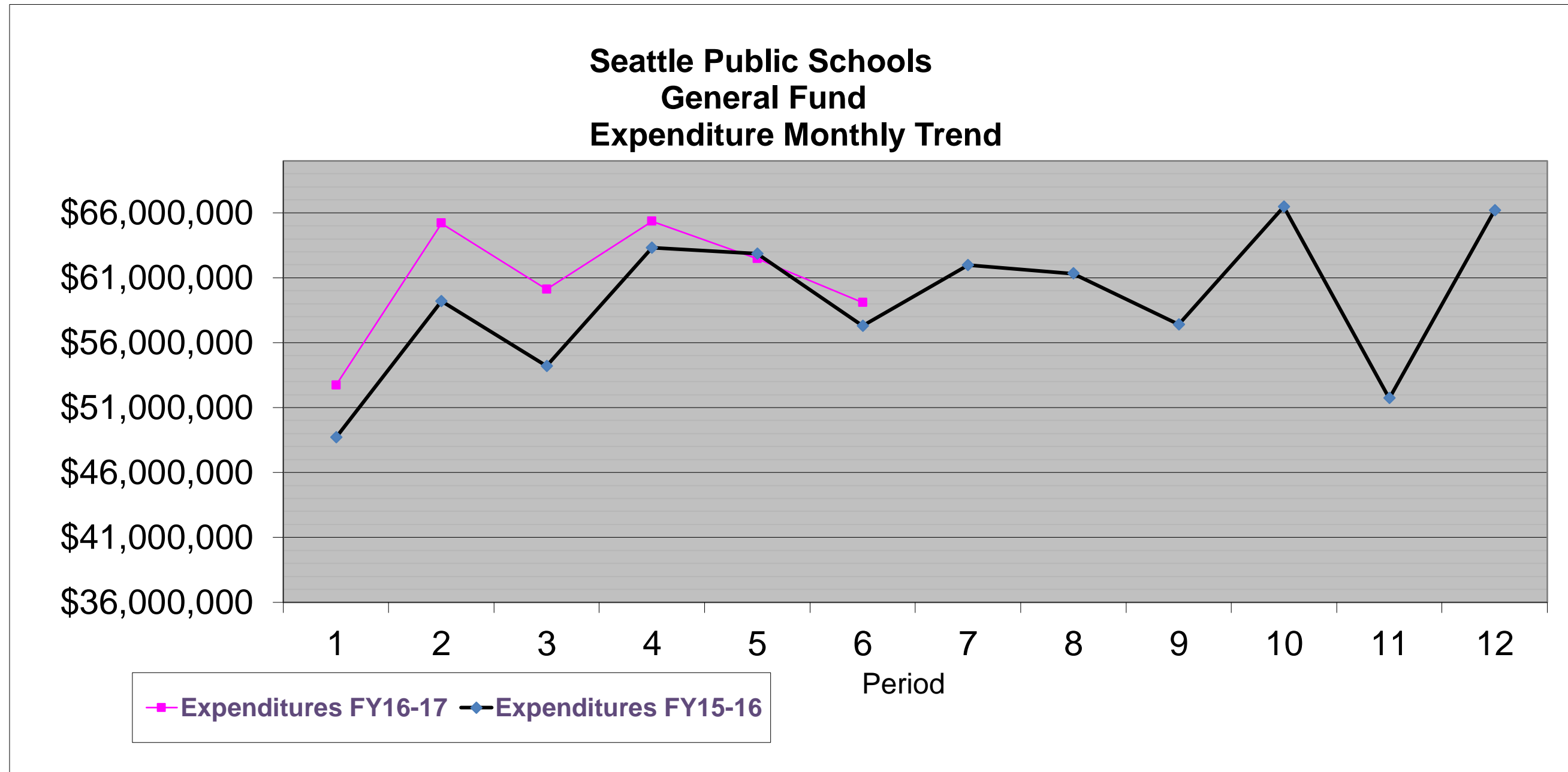
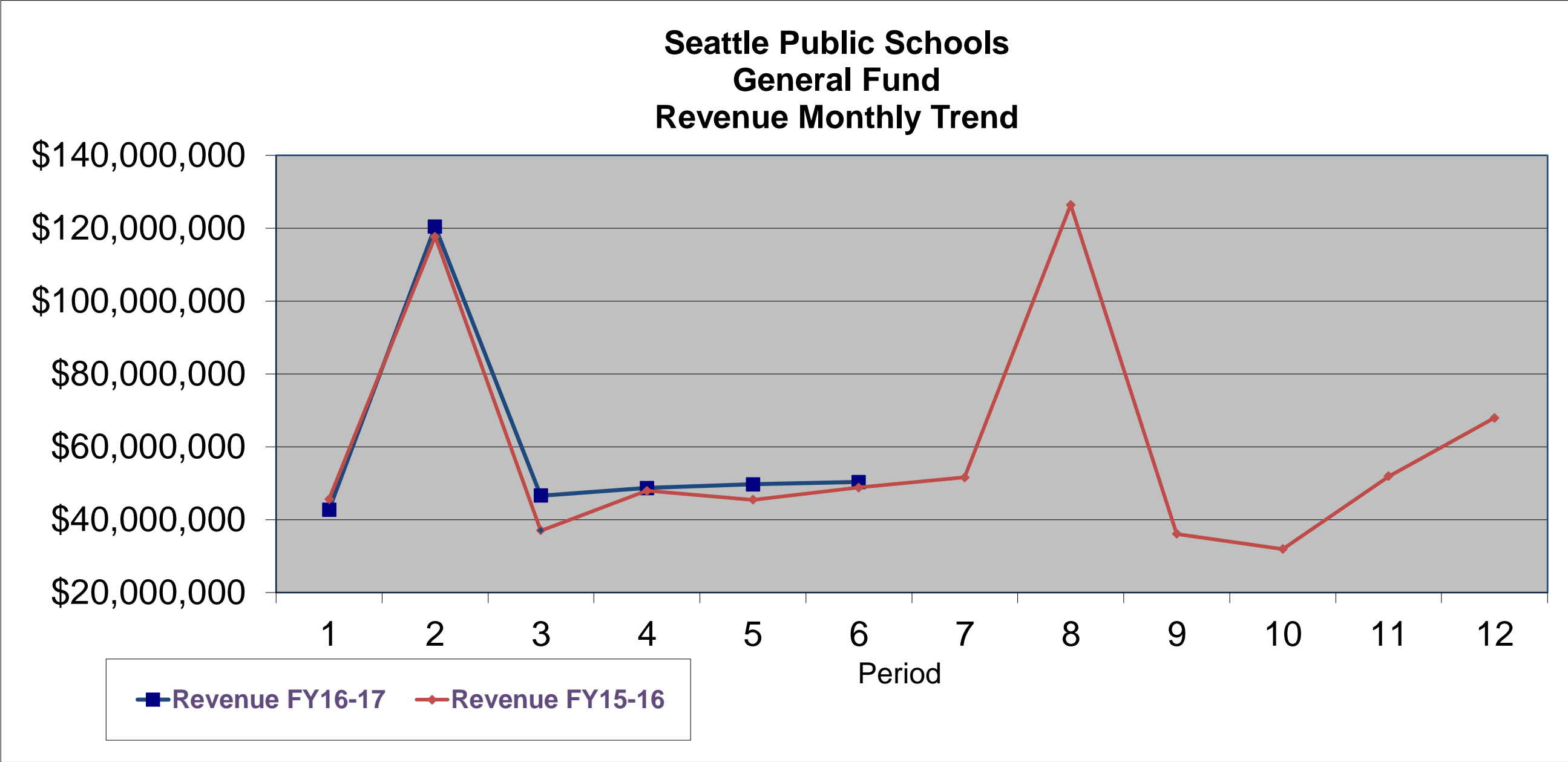
	2012-2013 Actual	2013-2014 Actual	2014-2015 Actual	2015-2016 Actual	2016-2017 Adopted Budget	2016-2017 Average Annual As of Feb 2017	Difference
Half Day Kindergarten	1,871	1,566	1,593	1,373	0	0	-
Full Day Kindergarten	1,276	1,734	1,737	2,037	4,766	4,600	(166)
First	4,605	4,942	4,887	4,870	4,759	4,789	30
Second	4,394	4,534	4,896	4,741	4,785	4,789	4
Third	4,111	4,310	4,475	4,754	4,670	4,659	(11)
Fourth	4,131	4,095	4,248	4,382	4,689	4,667	(22)
Fifth	3,752	4,042	4,041	4,172	4,326	4,308	(18)
Sixth	3,421	3,501	3,739	3,713	3,881	3,877	(5)
Seventh	3,441	3,449	3,466	3,703	3,654	3,673	19
Eighth	3,232	3,412	3,448	3,392	3,636	3,712	76
Subtotal K-8	34,234	35,585	36,530	37,137	39,166	39,074	(92)
Ninth	3,769	3,794	3,558	3,416	3,495	3,468	(27)
Tenth	3,286	3,373	3,505	3,508	3,433	3,453	20
Eleventh	2,981	2,899	3,119	3,146	3,218	3,264	46
Twelfth	2,904	2,877	2,965	3,126	3,266	3,245	(21)
Subtotal High School	12,940	12,943	13,147	13,196	13,412	13,429	17
Total K-12	47,174	48,528	49,677	50,333	52,578	52,504	(74)

Summer School	19	41	42	52	incl above	incl above	
Spec Ed - Enrolled	7,108	7,202	7,286	7,284	7,043	7,261	218
- Funded	6,906	7,077	7,222	7,284	7,043	7,261	218
Bilingual	5,758	5,789	6,106	6,308	6,238	6,503	265
Vocational Ed	1,558	1,598	1,654	1,729	1,845	1,720	(125)
Skill Center	59	88	98	102	66	71	5
Running Start	371	448	487	559	563	736	173
Open Doors	-	-	35	51	100	50	(50)

Assumptions:

Enrollment shown as average annual FTE with the exception of Bilingual. Bilingual enrollment reflected as headcount.

**** Special Education Funded Enrollment capped by State.**



**Seattle School District
General Fund
As of 2/28/2017**

(Excludes Other Financing Uses/Sources)

	2016-2017		2015-2016			2014-2015			
	Actual YTD	% of Total	Actual YTD	% of Total	% of Total	Actual YTD	% of Total	% of Total	
	As of 2/28/2017	FY 2017 Budget	As of 2/29/2016	FY 2016 Budget	FY 2016 Actuals	As of 2/28/2015	FY 2015 Budget	FY 2015 Actuals	Explanation of Variance
Revenue									
Local Tax	\$ 93,141,447	47%	88,525,428	47%	50%	79,840,561	46%	46%	
Local Nontax	10,237,052	42%	12,984,617	48%	42%	12,481,237	45%	40%	(1)
State, General Purpose	176,216,022	51%	162,550,202	50%	57%	143,448,266	51%	51%	
State, Special Purpose	48,410,827	49%	46,991,232	50%	49%	45,579,082	49%	47%	
Federal, General Purpose	17,987	35%	-	0%	0%	41,550	60%	70%	
Federal, Special Purpose	20,935,916	40%	22,138,091	34%	49%	20,783,942	30%	46%	(2)
Revenue from Other School Districts	138,283	0%	2,131	1%	1%	71,241	40%	27%	
Revenue from Other Agencies/Associations	9,424,278	60%	9,428,010	53%	62%	7,891,792	56%	52%	
Total Revenue	358,521,812	49%	342,619,711	48%	53%	310,137,671	47%	48%	
Expenditures									
Regular Education	182,058,526	47%	171,848,391	48%	55%	152,609,010	48%	49%	
Special Education	64,683,244	51%	58,381,476	50%	61%	53,326,214	49%	56%	
Vocation Education	4,573,899	43%	5,041,079	54%	55%	4,521,479	47%	49%	
Skill Center	464,475	48%	346,648	39%	33%	426,363	35%	40%	
Compensatory Education	28,297,911	46%	26,072,565	43%	45%	25,227,695	41%	43%	
Other Instructional Program	14,382,669	33%	15,004,279	25%	49%	13,917,279	23%	45%	
Community Services	576,764	92%	534,079	89%	34%	449,469	48%	29%	
Support Services	69,883,191	44%	68,306,061	47%	48%	64,193,580	48%	45%	(3)
Total Expenditures	364,920,679	46%	345,534,578	46%	53%	314,671,089	46%	49%	

*Other Financing sources are not included in Revenue

(1) Local non-tax revenues are lower in 16-17 due to full day kindergarten tuition now included as a part of state funding.

(2) Federal Special Purpose revenues are lower in 16-17 due to the following reasons:

a. Teacher Incentive Fund Grant (TIF) ended is not renewed for 16-17. Reduction in revenues is about \$236,000

b. Race to the Top grant is winding down and the district is in the last year of the grant. Revenue difference is \$570,000 lower as of February 28th.

c. Partnership to Improve Health Grant ended August 31, 2016. Reduction in revenue is \$112,000

(3) Support services increase in 16-17 compared to 15-16 due to increase in staff/benefit costs as well as cost increases for transporting students

Seattle School District
Combined Statement of Revenues, Expenditures, and Changes in Fund Balances
As of 02/28/2017

	General	Capital	ASB	Debt Service	Private Purpose Trust Funds
<u>Revenue</u>					
Local Revenue	\$ 103,378,499	\$ 77,710,626	\$ -	\$ 249,744	\$ 128,893
State Revenues	224,626,849	\$ 5,551,424			
Federal Revenues	20,953,903				
Revenue from Other School Distr/Govt	9,562,561	\$ 149,050			
Associated Student Body Revenue			2,729,494		
Private Monies			6,593		
	<u>358,521,812</u>	<u>83,411,099</u>	<u>2,736,087</u>	<u>249,744</u>	<u>128,893</u>
<u>Expenditures</u>					
Regular Education	182,058,526				
Special Education	64,683,244				
Vocation Education	4,573,899				
Skill Center Instruction	464,475				
Compensatory Education	28,297,911				
Other Instructional Program	14,382,669				
Community Services	576,764				
Support Services	69,883,191				
Buildings & Equipment & Energy		72,706,347			
Mature Bond & Interest Expenditures				2,212,426	
Associated Student Body			2,166,391		
Private Purpose Expenditures			(100)		16,584
Total Expenditures	<u>364,920,679</u>	<u>72,706,347</u>	<u>2,166,291</u>	<u>2,212,426</u>	<u>16,584</u>
Other Financing Sources	51,059	-		-	
Other Financing (Uses)	-	-		-	
Excess of Revenues over Expenditures	<u>\$ (6,347,808)</u>	<u>\$ 10,704,752</u>	<u>\$ 569,796</u>	<u>\$ (1,962,682)</u>	<u>\$ 112,309</u>
<u>Beginning Fund Balance, 9/01/16</u>					
Non-spendable	1,551,110				199,500
Restricted	5,122,470	4,529,772		12,894,145	
Committed	23,300,000	33,958,956			
Assigned	45,019,064	3,576,666	3,614,709	-	1,689,241
Unassigned	3,057,514				
Total Beginning Fund Balance	<u>78,050,158</u>	<u>42,065,394</u>	<u>3,614,709</u>	<u>12,894,145</u>	<u>1,888,741</u>
Non-spendable	1,551,110				199,500
Restricted	5,122,470	4,529,772		-	
Committed	23,300,000	33,958,956			
Assigned	45,019,064	14,281,417	4,184,505	10,931,463	
Held in Trust for Intact Principal					
Held in Trust for Private Purposes					1,801,550
Held in Trusr for Other Purposes					-
Unassigned	(3,290,294)				
Total Ending Fund Balance	<u>\$ 71,702,350</u>	<u>\$ 52,770,145</u>	<u>\$ 4,184,505</u>	<u>\$ 10,931,463</u>	<u>\$ 2,001,050</u>

Seattle School District
Combined Statement of Financial Condition
As of 02/28/2017

	General	Capital Projects	ASB	Debt Service	Private Purpose Trust Fund
<u>Assets</u>					
Cash					
Cash and Cash Equivalents	\$ 135,666,468	\$63,881,960	\$4,431,574	\$10,923,238	\$2,000,400
Escrow Accounts	109,400	3,375,147			
Warrants Outstanding	(9,846,806)	(675,854)	(58,940)	-	
Total Cash and Cash Equivalents	<u>125,929,062</u>	<u>66,581,253</u>	<u>4,372,634</u>	<u>10,923,238</u>	<u>2,000,400</u>
Investments					
<u>Receivables</u>					
Tax	203,552,724	194,650,793		37,383	
Accounts Receivable	4,077,951	181,486	1,095	8,225	
Due from Other Funds	3,412,845		-	-	650
Total Receivable	<u>211,043,520</u>	<u>194,832,278</u>	<u>1,095</u>	<u>45,608</u>	<u>650</u>
Inventories	1,337,211				
Prepaid items	-				
Total Assets	<u>\$ 338,309,793</u>	<u>\$261,413,531</u>	<u>\$4,373,729</u>	<u>\$10,968,846</u>	<u>\$2,001,050</u>
<u>Liabilities and Fund Balance</u>					
Current Liabilities					
Accounts Payable	\$ 3,297,369	7,068,412	14,164		
Accrued Salaries	33,993,711				
Benefits and other Deductions	25,727,905				
Due to/from other Funds	-	3,238,606	175,060		
Retainage Payable	520	3,673,509			
Deposits	35,214	12,067			
Deferred Tax Revenue	203,552,724	194,650,793		37,383	
Other Deferred Revenue	-	-	-	-	
Total Current Liabilities	<u>266,607,443</u>	<u>208,643,386</u>	<u>189,224</u>	<u>37,383</u>	
Fund Balance					
Non-spendable	1,551,110				
Restricted	5,122,470	4,529,772	4,184,505	10,931,463	
Committed	23,300,000	33,958,956			
Assigned	45,019,064	14,281,417			
Held in Trust for Intact Principal					199,500
Held in Trust for Private Purposes					1,801,550
Unassigned	(3,290,294)				
Total Fund Balance	<u>71,702,350</u>	<u>52,770,145</u>	<u>4,184,505</u>	<u>10,931,463</u>	<u>2,001,050</u>
Total Liabilities and Fund Balance	<u>\$ 338,309,793</u>	<u>\$261,413,531</u>	<u>\$4,373,729</u>	<u>\$10,968,846</u>	<u>\$2,001,050</u>

**Seattle School District
General Fund
Monthly Budget Status Report
As of 02/28/2017**

	2016-2017 Adopted Budget	YTD Actual As of 2/28/2017	Outstanding Encumbrances	2016-2017 Remaining Budget	% of Budget Remaining
Beginning Year Fund Balance					
Nonspendable Inventory	\$ 1,382,803	\$ 1,551,110			
Restricted	990,053	\$ 5,122,470			
Committed	23,300,000	\$ 23,300,000			
Assigned	48,057,985	\$ 45,019,064			
Unassigned	1,000,000	\$ 3,057,514			
Total Beginning Balance	<u>74,730,841</u>	<u>\$ 78,050,158</u>			
Revenue					
Local Taxes	197,820,700	\$ 93,141,447		\$ (104,679,253)	-9%
Local Nontax	24,312,901	\$ 10,237,052		(14,075,849)	-58%
State, General Purpose	346,726,067	\$ 176,216,022		(170,510,045)	-49%
State, Special Purpose	99,569,289	\$ 48,410,827		(51,158,462)	-51%
Federal, General Purpose	52,048	\$ 17,987		(34,061)	-65%
Federal, Special Purpose	52,969,132	\$ 20,935,916		(32,033,216)	-60%
Revenue from Other School Districts	213,120	\$ 138,283		(74,837)	-35%
Revenue from Other Agencies/Associations	15,772,890	\$ 9,424,278		(6,348,612)	-40%
Total Revenue	<u>737,436,147</u>	<u>\$ 358,521,812</u>		<u>(378,914,335)</u>	<u>-51%</u>
Transfer-In	17,423,295	\$ -		(17,423,295)	-100%
Other Financing Sources	-	\$ 51,059		51,059	n/a
Total Resources Available	<u>829,590,283</u>	<u>\$ 436,623,029</u>			
Expenditures					
Regular Education	385,708,664	\$ 182,058,526	159,674,162	43,975,976	11%
Special Education	128,039,282	\$ 64,683,244	61,359,091	1,996,947	2%
Vocation Education	10,604,523	\$ 4,573,899	4,029,946	2,000,678	19%
Skill Center Instruction	966,016	\$ 464,475	478,072	23,469	2%
Compensatory Education	61,298,469	\$ 28,297,911	24,487,853	8,512,705	14%
Other Instructional Program	44,236,313	\$ 14,382,669	11,805,111	18,048,533	41%
Community Services	628,845	\$ 576,764	574,867	(522,786)	-83%
Support Services	158,233,017	\$ 69,883,191	63,549,590	24,800,236	16%
Total Expenditures	<u>789,715,129</u>	<u>\$ 364,920,679</u>	<u>325,958,692</u>	<u>98,835,758</u>	<u>13%</u>
Other Financing Uses					
Total Resources Used	<u>789,715,129</u>	<u>\$ 364,920,679</u>	<u>325,958,692</u>	<u>98,835,758</u>	<u>13%</u>
Ending Fund Balance					
Nonspendable Inventory	1,382,803	\$ 1,551,110			
Restricted	-	\$ 5,122,470			
Committed	23,300,000	\$ 23,300,000			
Assigned	14,192,351	\$ 45,019,064			
Unassigned	1,000,000	\$ (3,290,294)			
Total Ending Fund Balance	<u>\$ 39,875,154</u>	<u>\$ 71,702,350</u>			
Net Change in Fund Balance	<u>\$ (34,855,687)</u>	<u>\$ (6,347,808)</u>			

**Seattle School District
Capital Projects Fund
Monthly Budget Status Report
As of 02/28/2017**

	2016 - 2017 Adopted Budget	YTD Actual As of 02/28/2017	Outstanding Encumbrances	2016 - 2017 Remaining Budget	% of Budget Remaining
Beginning Year Fund Balance					
Restricted Fund Balance	\$ 15,692,540	\$ 42,065,394			
Assigned for Fund Purposes					
Ajustment to prior year Ending Fund Balance					
Total Beginning Balance	<u>15,692,540</u>	<u>42,065,394</u>			
Revenue					
Local Taxes	178,318,500	76,831,640		101,486,860	57%
Local Nontax	4,604,440	878,985		3,725,455	81%
State, General Purpose	-			-	
State, Special Purpose	2,400,000	5,551,424		(3,151,424)	-131%
Federal, General Purpose				-	
Federal, Special Purpose				-	
Revenue from Other School Districts				-	
Revenue from Other Agencies/Associations		149,050		(149,050)	
Total Revenue	<u>185,322,940</u>	<u>83,411,100</u>		<u>101,911,840</u>	<u>55%</u>
Other Financing Sources	<u>109,312,708</u>			109,312,708	
Total Resources Available	<u>310,328,188</u>	<u>125,476,495</u>			
Expenditures					
Sites		-			
Buildings	252,552,577	65,395,131	42,641,001	144,516,445	57%
Equipment	21,964,862	3,405,613	308,996	18,250,253	83%
Energy	-	-	-		
Instructional Technology		3,905,603	366,766		
Sales & Lease Expense					
Bond Issuance Expense		-			
Debt					
Miscellaneous Expenses					
Total Expenditures	<u>274,517,439</u>	<u>72,706,347</u>	<u>43,316,762</u>	<u>162,766,699</u>	<u>59%</u>
Other Financing Uses	<u>25,728,483</u>			25,728,483	100%
Total Resources Used	<u>300,245,922</u>	<u>72,706,347</u>	<u>43,316,762</u>	<u>188,495,182</u>	<u>63%</u>
Ending Fund Balance					
Restricted from State Proceeds	-	-			
Restricted from Bond Proceeds	2,826,722	4,529,772			
Committed from Levies Proceeds	(17,546,469)	23,335,047			
Committed to Other Purposes	14,719,747	10,623,909			
Assigned to Fund Purposes	<u>10,082,266</u>	<u>14,281,417</u>			
Total Ending Fund Balance	<u>\$ 10,082,266</u>	<u>\$ 52,770,145</u>			
Net Change in Fund Balance	<u>\$ (5,610,274)</u>	<u>\$ 10,704,751</u>			

**Seattle School District
Debt Service Fund
Monthly Budget Status Report
As of 02/28/2017**

	2016-2017 Adopted Budget	YTD Actual As of 2/28/2017	Outstanding Encumbrances	2016-2017 Remaining Budget	% of Budget Remaining
Beginning Year Fund Balance					
Restricted	\$ 12,858,500	\$ 12,894,145			
Assigned to Fund Purposes	-	-			
Total Beginning Balance	<u>12,858,500</u>	<u>12,894,145</u>			
Revenue					
Local Taxes	42,000	\$ (11,312)		(53,312)	-127%
Local Nontax	96,975	53,327		(43,648)	-45%
State, General Purpose	-	-		-	
State, Special Purpose	-	-		-	
Federal, General Purpose	415,904	207,729		(208,175)	-50%
Federal, Special Purpose	-	-		-	
Revenue from Other School Districts	-	-		-	
Revenue from Other Agencies/Associations	-	-		-	
Total Revenue	<u>554,879</u>	<u>249,744</u>		<u>(305,135)</u>	<u>-55%</u>
Transfers In	8,305,188	-		8,305,188	100%
Other Financing Sources				-	
Total Resources Available	<u>21,718,567</u>	<u>13,143,889</u>			
Expenditures					
Matured Bond Expenditures	19,015,000	1,515,000		17,500,000	92%
Interest on Bonds	1,390,975	696,850		694,125	50%
Bond Issue costs				-	
Bond Admin Fees		576		(576)	n/a
Arbitrage Rebate				-	
Underwriters Fees				-	
Total Expenditures	<u>20,405,975</u>	<u>2,212,426</u>	<u>-</u>	<u>18,193,549</u>	<u>89%</u>
Other Financing Uses	-	-		-	n/a
Total Resources Used	<u>20,405,975</u>	<u>2,212,426</u>	<u>-</u>	<u>18,193,549</u>	<u>89%</u>
Ending Fund Balance					
Restricted for Debt Service	1,312,592	10,931,463			
Total Ending Fund Balance	<u>\$ 1,312,592</u>	<u>\$ 10,931,463</u>			
Net Change in Fund Balance	<u>\$ (11,545,908)</u>	<u>\$ (1,962,682)</u>			

Seattle School District
Associated Student Body Fund
Monthly Budget Status Report
YTD As of 2/28/17

	2016-2017 Adopted Budget	YTD Actual 2/28/17	Outstanding Encumbrances	2016-2017 Remaining Budget	% of Budget Remaining
Beginning Year Fund Balance					
Restricted for Fund Purposes	\$ 3,803,174	\$ 3,614,709			
	<u>3,803,174</u>	<u>3,614,709</u>			
Revenue					
General Student Body	3,031,358	1,196,545		(1,834,813)	-61%
Athletics	924,169	571,546		(352,623)	-38%
Athletics Participation	631,555	206,642		(424,913)	-67%
Classes	2,282,226	754,761		(1,527,465)	-67%
Private Monies	30,692	6,593		(24,099)	-79%
Total Revenue	<u>6,900,000</u>	<u>2,736,087</u>		<u>(4,163,913)</u>	<u>-60%</u>
Other Financing Sources	-	-		-	
Total Resources Available	<u>10,703,174</u>	<u>6,350,796</u>			
Expenditures					
General Student Body	2,553,206	716,909		1,836,297	72%
Athletics	1,196,591	564,894		631,697	53%
Classes	584,396	146,688		437,708	75%
Clubs	2,327,520	737,900		1,589,620	68%
Private Monies	38,287	(100)		38,387	100%
Total Expenditures	<u>6,700,000</u>	<u>2,166,291</u>	<u>-</u>	<u>4,533,709</u>	<u>68%</u>
Transfers			-	-	
Total Resources Used	<u>6,700,000</u>	<u>2,166,291</u>	<u>-</u>	<u>4,533,709</u>	<u>68%</u>
Ending Fund Balance					
Restricted for Fund Purposes	4,003,174	4,184,505			
Total Ending Fund Balance	<u>\$ 4,003,174</u>	<u>\$ 4,184,505</u>			
Net Change in Fund Balance (Represents YTD Operating Results)	<u>\$ 200,000</u>	<u>\$ 569,796</u>			

**Seattle School District
General Fund
Comparative Balance Sheets
As of 02/28/2017**

	<u>2/28/2017</u>	<u>2/29/2016</u>	<u>Explanation of Variance</u>
Assets			
Cash			
Cash and Cash Equivalents	135,666,468	119,604,971	
Escrow Accounts	109,400	109,400	
Warrants Outstanding	(9,846,806)	(11,385,304)	
Total Cash and Cash Equivalents	<u>125,929,062</u>	<u>108,329,067</u>	
Receivables			
Tax	203,552,724	195,257,479	
Accounts Receivable	4,077,951	7,328,925	
Due from Other Funds	3,412,845	1,132,022	
Total Receivable	<u>211,043,520</u>	<u>203,718,426</u>	
Inventories	1,337,211	1,271,899	
Total Assets	<u><u>\$ 338,309,793</u></u>	<u><u>\$ 313,319,392</u></u>	
Liabilities and Fund Balance			
Current Liabilities			
Accounts Payable	\$ 3,297,369	\$ 2,529,012	
Accrued Salaries	33,993,711	31,546,064	
Benefits and other Deductions	25,727,905	21,819,589	
Retainage Payable	520	3,018	
Deposits	35,214	49,400	
Deferred Tax Revenue	203,552,724	195,257,479	
Total Current Liabilities	<u>266,607,443</u>	<u>251,204,562</u>	
Fund Balance			
Nonspendable Inventory /Prepaid items	1,551,110	1,382,803	
Restricted	5,122,470	4,652,216	
Committed	23,300,000	21,800,000	
Assigned	45,019,064	33,781,063	
Unassigned	(3,290,294)	498,748	
Total Fund Balance	<u>71,702,350</u>	<u>62,114,830</u>	
Total Liabilities and Fund Balance	<u><u>\$ 338,309,793</u></u>	<u><u>\$ 313,319,392</u></u>	

**Seattle School District
Capital Projects Fund
Comparative Balance Sheets
As of 02/28/2017**

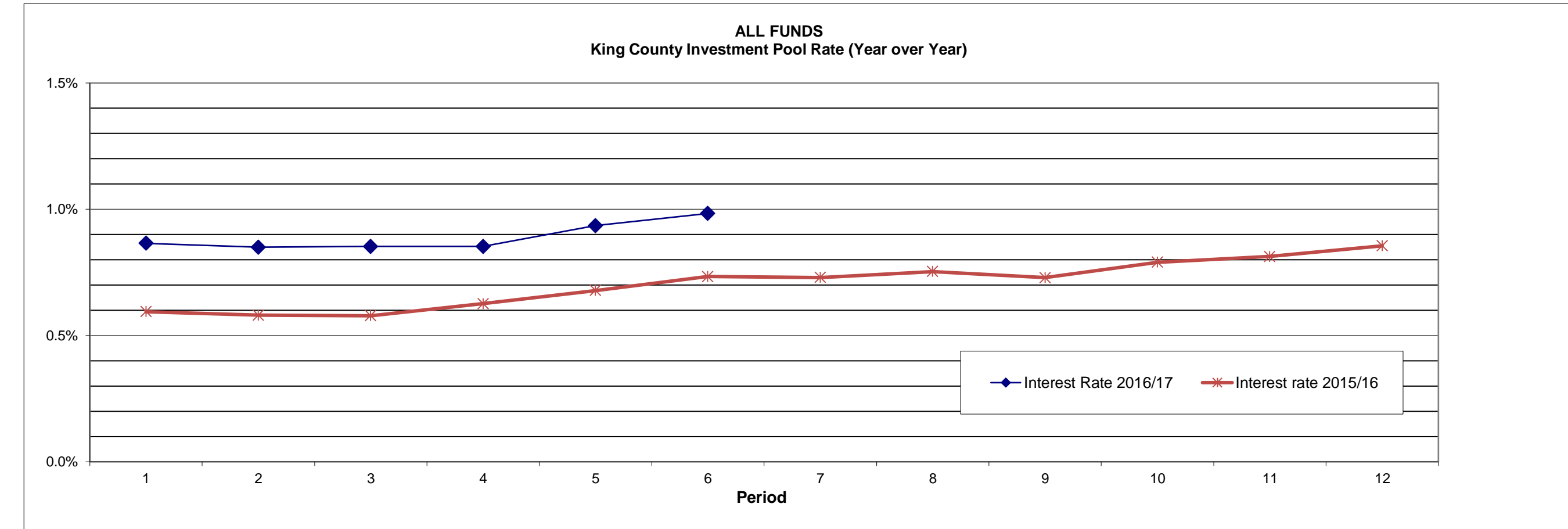
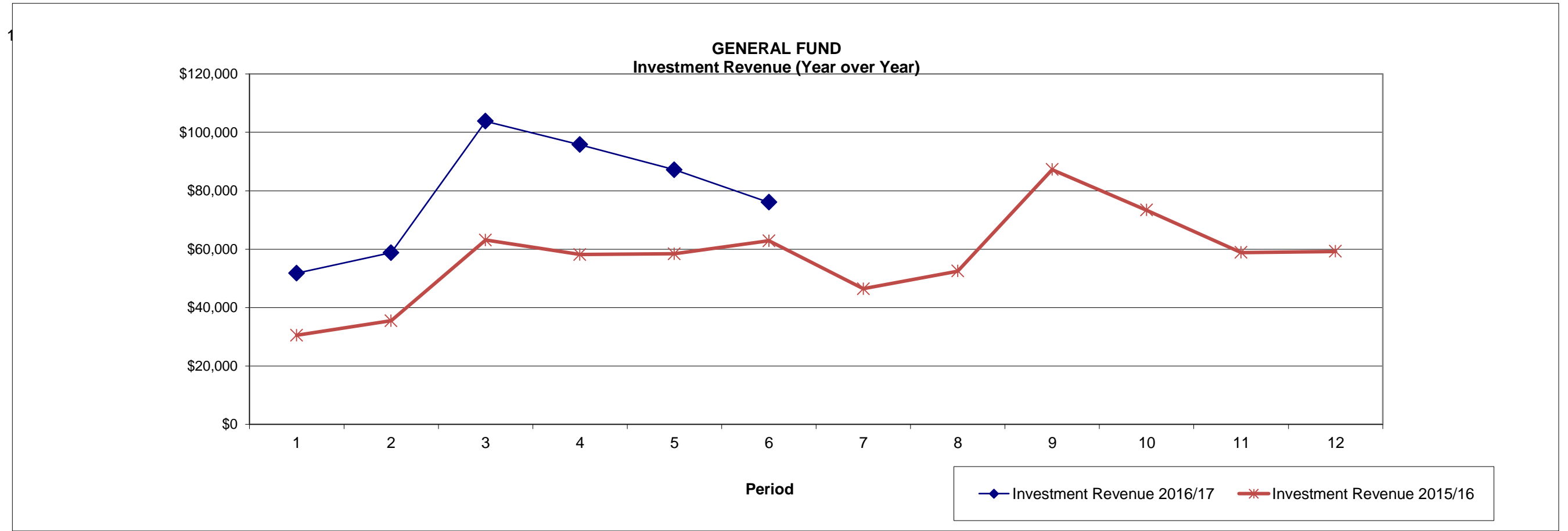
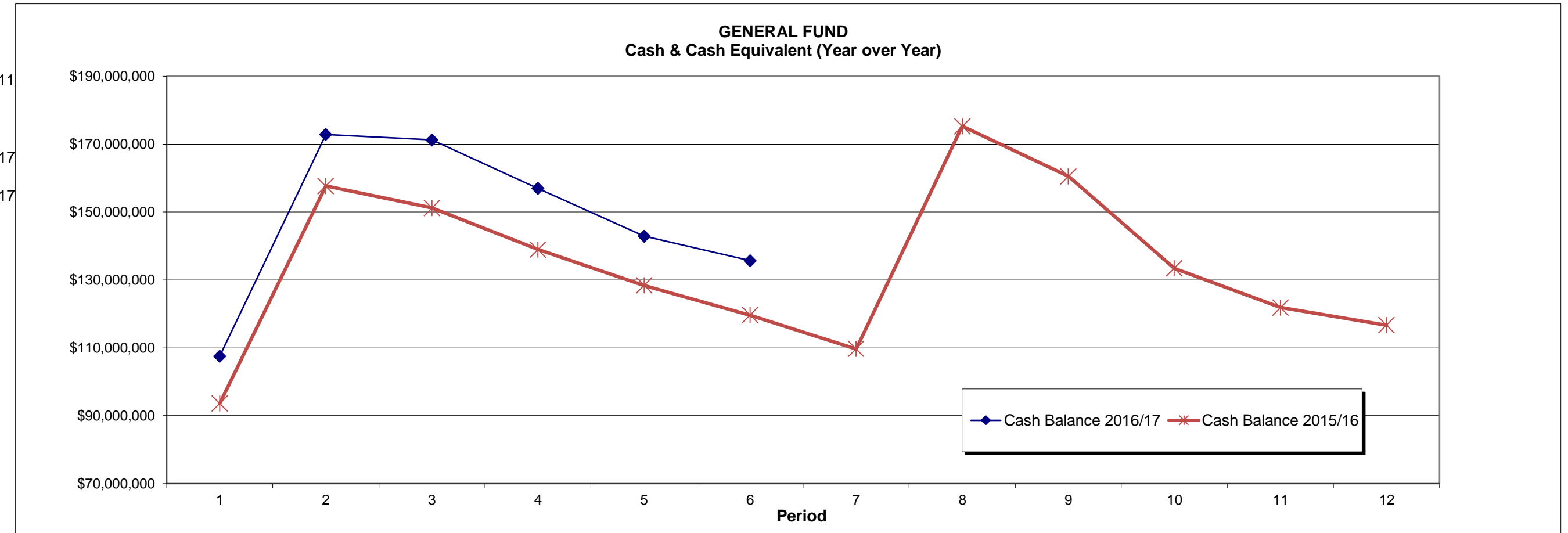
	<u>2/28/2017</u>	<u>02/28/2016</u>	<u>Explanation of Variance</u>
Assets			
Cash			
Cash and Cash Equivalents	\$ 63,881,960	\$ 137,148,474	
Escrow Accounts	3,375,147	1,872,231	
Warrants Outstanding	(675,854)	(2,079,393)	
Total Cash and Cash Equivalents	<u>66,581,253</u>	<u>136,941,312</u>	
Investments			
Receivables			
Tax	194,650,793	160,100,298	
Accounts Receivable	181,486	51,759	
Total Receivable	<u>194,832,278</u>	<u>160,152,057</u>	
Inventories			
Prepaid items			
Total Assets	<u><u>\$ 261,413,531</u></u>	<u><u>\$ 297,093,369</u></u>	
Liabilities and Fund Balance			
Current Liabilities			
Accounts Payable	\$ 7,068,412	\$ 8,199,335	
Due to/from other Funds	3,238,606	1,055,839	
Retainage Payable	3,673,509	2,145,005	
Deposits	12,067	12,067	
Deferred Tax Revenue	194,650,793	160,100,298	
Other Deferred Revenue		-	
Total Current Liabilities	<u>208,643,386</u>	<u>171,512,544</u>	
Fund Balance			
Restricted	4,529,772	8,037,987	
Committed from Levy Proceeds	23,335,047	105,906,351	
Committed to Other Purposes	10,623,909	8,202,109	Committed to Debt Service payments
Assigned to Fund Purposes	14,281,417	3,434,378	
Total Fund Balance	<u>52,770,145</u>	<u>125,580,825</u>	
Total Liabilities and Fund Balance	<u><u>\$ 261,413,531</u></u>	<u><u>\$ 297,093,369</u></u>	

**Seattle School District
Debt Service Fund
Comparative Balance Sheets
As of 02/28/2017**

	2/28/2017	2/29/2016	Explanation of Variance
Assets			
Cash			
Cash and Cash Equivalents	\$ 10,923,238	\$ 6,951,624	
Warrants Outstanding	-	-	
Total Cash and Cash Equivalents	<u>10,923,238</u>	<u>6,951,624</u>	
Receivables			
Tax	37,383	150,732	
Accounts Receivable	8,225	4,200	
Due from Other Fund	-	-	
Total Receivable	<u>45,608</u>	<u>154,932</u>	
Total Assets	<u><u>\$ 10,968,846</u></u>	<u><u>\$ 7,106,556</u></u>	
Liabilities and Fund Balance			
Current Liabilities			
Accounts Payable	\$ -	-	
Deferred Tax Revenue	37,383	150,732	
Other Deferred Revenue	-	-	
Total Current Liabilities	<u>37,383</u>	<u>150,732</u>	
Fund Balance			
Restricted for Debt Service	10,931,463	6,955,824	CY fund bal contains more defeasance funds for QSCB due 6/1/2017
Total Fund Balance	<u>10,931,463</u>	<u>6,955,824</u>	
Total Liabilities and Fund Balance	<u><u>\$ 10,968,846</u></u>	<u><u>\$ 7,106,556</u></u>	

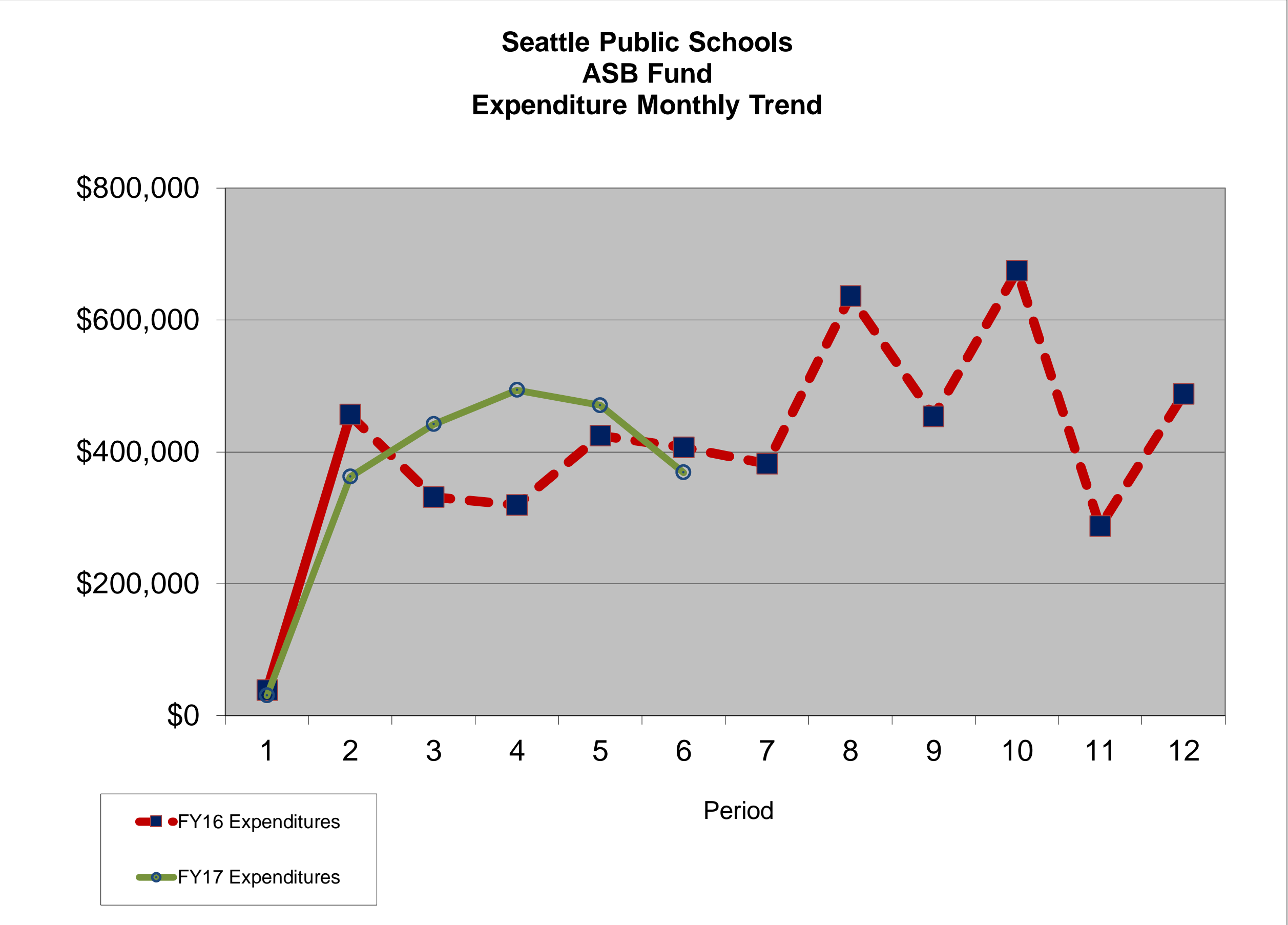
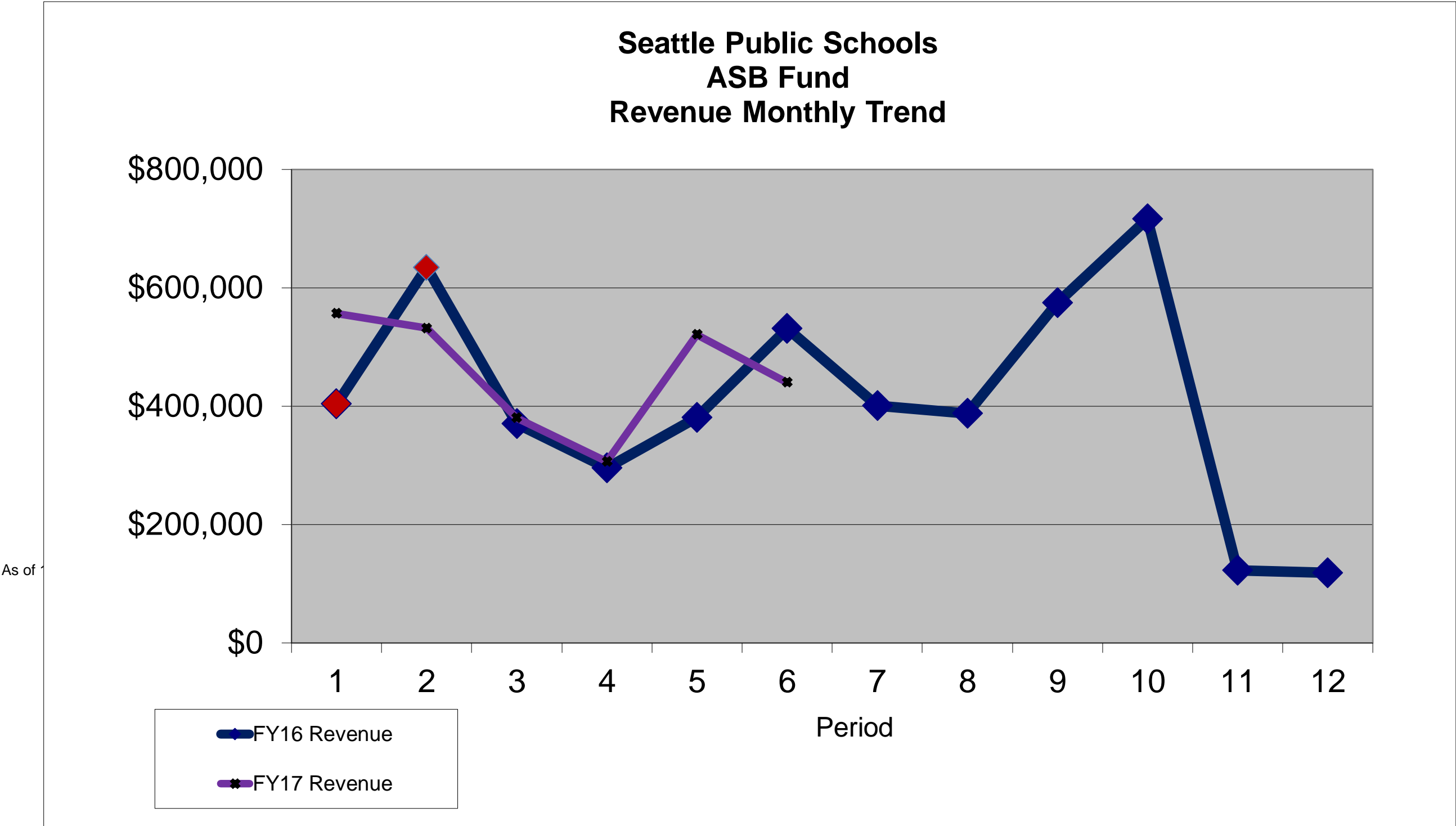
**Seattle School District
Associated Student Body Fund
Comparative Balance Sheets
As of 2/28/17**

	<u>2/28/17</u>	<u>2/29/16</u>
Assets		
Cash		
Cash and Cash Equivalents	\$ 4,431,574	\$ 4,414,403
Escrow Accounts		
Warrants Outstanding	(58,940)	(141,784)
Total Cash and Cash Equivalents	<u>4,372,634</u>	<u>4,272,619</u>
Receivables		
Tax		-
Accounts Receivable	1,095	26,546
Due from Other Funds	-	
Total Receivable	<u>1,095</u>	<u>26,546</u>
Inventories	-	-
Prepaid items	-	-
Total Assets	<u><u>\$ 4,373,729</u></u>	<u><u>\$ 4,299,165</u></u>
Liabilities and Fund Balance		
Current Liabilities		
Accounts Payable	\$ 14,164	\$ 9,795
Accrued Salaries		
Deferred Revenue		
Due to other Funds	175,060	75,083
Other Deferred Revenue		
Total Current Liabilities	<u>189,224</u>	<u>84,878</u>
Fund Balance		
Restricted for Fund Purposes	4,184,505	4,214,287
Total Fund Balance	<u>4,184,505</u>	<u>4,214,287</u>
Total Liabilities and Fund Balance	<u><u>\$ 4,373,729</u></u>	<u><u>\$ 4,299,165</u></u>

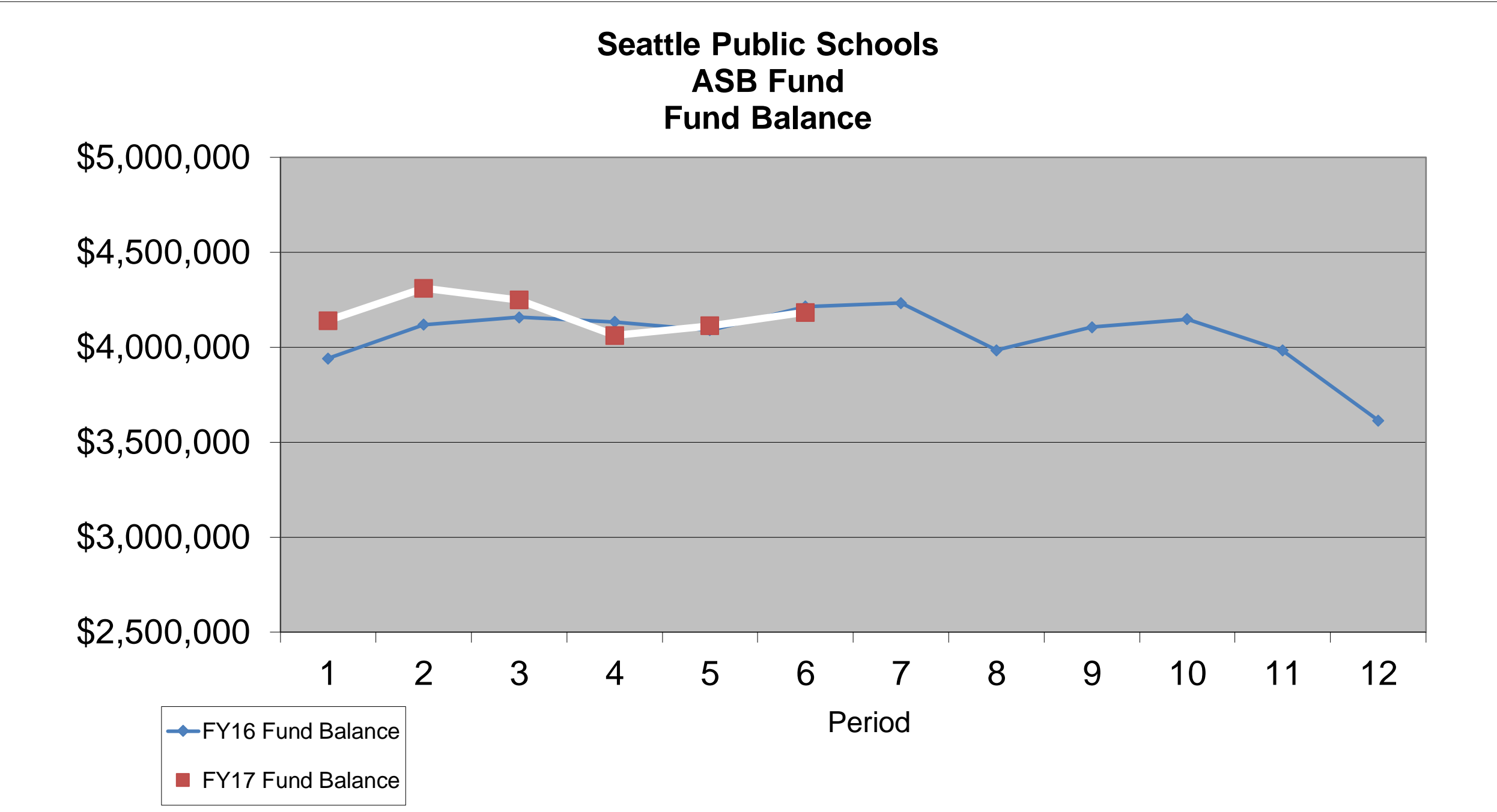


**Seattle School District
Capital Projects Fund
Combined Statement of Revenues, Expenditures, and Changes in Fund Balance
By Capital Project (with comparative amounts)
As of 02/28/2017**

	Grants	Other	Total Other Progs	BEX II	BTA II	BEX III	BTA III	BEX IV	BTA IV	Total 2016-2017	Total 2015-2016
<u>Revenues</u>											
Federal											
State	-	-	-	-	-	-	\$ 5,551,424	\$ -	\$ 5,551,424	\$ 3,128,194	
Local	\$ 602,934	602,934	3,685	2,362	25,072	21,090,848	\$ 53,336,778	\$ 2,765,091	\$ 77,826,770	77,619,940	
Interest	-	-	-	-	-	-	\$ (120,695)	\$ 4,550	\$ (116,145)	179,279	
Other	-	149,050	-	-	-	-			\$ 149,050	1,455,675	
Total Revenues	\$ -	\$ 751,985	\$ 602,934	\$ 3,685	\$ 2,362	\$ 25,072	\$ 21,090,848	\$ 58,767,508	\$ 2,769,641	\$ 83,411,098	\$ 82,383,088
<u>Due from Other Fund</u>											
Capital Outlay	-	3,455,086	3,455,086	-	(163,289)	(596)	6,221,416	\$ 60,291,869	\$ 2,901,862	\$ 72,706,348	59,992,468
Special Assessments											
Other											
Total Expenditures	\$ -	\$ 3,455,086	\$ 3,455,086	\$ -	\$ (163,289)	\$ (596)	\$ 6,221,416	\$ 60,291,869	\$ 2,901,862	\$ 72,706,348	\$ 59,992,468
<u>Other Financing Sources/(Uses)</u>											
Sale of Real Estates		-									
Transfers in from General Fund / Debt Fund											
Transfers out to General Fund				-						\$ -	
Transfers in/out from within Capital Fund										\$ -	
Transfers out to Debt Service Fund										\$ -	(1,877,648)
Sale of Bonds											
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,877,648)
<u>Excess of Revenues and Other Financing Sources over/(under) Expenditures</u>	\$ -	\$ (2,703,101)	(2,703,101)	\$ 3,685	\$ 165,651	\$ 25,668	\$ 14,869,432	\$ (1,524,361)	\$ (132,221)	\$ 10,704,750	\$ 3,434,376
<u>Fund Balance, September 1</u>	2,829,680	11,370,895	14,200,575	659,313	(4,751)	4,529,773	56,405,280	\$ (35,208,229)	\$ 1,483,437	\$ 42,065,394	122,146,447
Adjustment to prior year Ending Fund Balance			-	-	-	-				\$ -	\$ -
Restricted from State Proceeds	-	-					\$ -			\$ -	1,144,336
Restricted from Bond Proceeds						4,529,772				\$ 4,529,772	6,195,681
Committed from Levies Proceeds				659,313	(4,751)		56,405,280	\$ (35,208,229)	\$ 1,483,437	\$ 23,335,050	105,906,362
Committed for Other Purposes		10,623,909	10,623,909				-			\$ 10,623,909	8,202,109
Assigned to Fund Purposes	2,829,680	(1,956,116)	873,564	3,685	165,651	25,669	14,869,432	\$ (1,524,363)	\$ (132,222)	\$ 14,281,417	4,132,337
Fund Balance, February 28, 2017	\$ 2,829,680	\$ 8,667,794	\$ 11,497,474	\$ 662,998	\$ 160,900	\$ 4,555,441	\$ 71,274,712	\$ (36,732,592)	\$ 1,351,215	\$ 52,770,145	\$ 125,580,825



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Seattle School District
Community Schools Report

Life-To-Date As of February 28, 2017

Revenue from Sale of Real Estates:

<u>Fiscal Year</u>	<u>Date</u>	<u>Fund</u>	<u>Account</u>	<u>Fund Center</u>	<u>Revenue</u>	<u>Description</u>
2009	11/30/2016	2322	R9200	9V00000COM	\$ 3,043,493	Allen - Phinney
2009	03/20/2009	2322	R9200	9V00000COM	\$ 5,410,050	Crown Hill Sale - land
2009	06/30/2009	2322	R9200	9V00000COM	\$ 1,297,206	Crown Hill Sale - 9250 14th Ave NW
2009	07/31/2009	2322	R9200	9V00000COM	\$ 5,770,750	University Heights
2010	02/26/2010	2322	R9200	9V00000COM	\$ 1,281,748	University Heights
2010	02/26/2010	2322	R9200	9V00000COM	\$ (10,622)	University Heights - reimb for Filco
2010	2/26/2010	2322	R9200	9V00000COM	\$ 3,014,658	Fauntleroy
2011	8/31/2010	2322	R9200	9V00000COM	\$ 2,397,401	Martin Luther King
Community Properties - Total proceeds					\$ 22,204,684	
50270						

LTD Expenditures:

Due from Other Fund	\$ (3,495,553)
World School Fy13's YTD expenditures	\$ (79,692)
World School Fy 14's YTD expenditures	\$ (324,248)
World School Fy 15's YTD expenditures	\$ (1,232,634)
World School Fy 16's YTD expenditures	\$ (308,652)
World School Fy 17's YTD expenditures	\$ (54,059)
	\$ (5,494,838)

Fund 2322 Balance As of 02/28/2017

\$ 16,709,846

Loans to Other Capital Programs:

Loan to BTA II	\$ (3,640,000) *
Loan to BTA IV	\$ (2,500,000)
	\$ (6,140,000)

Fund Balance Available in Community Schools

\$ 10,569,851

World School Commitment	\$ (54,774)
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Fund Balance Less Commitments

\$ 10,515,077

Long Term Debt Fund

As **Long Term Debt Payable - 9/1/16 to 8/31/17**

<u>Name and Purpose of Issue</u>	<u>Issue Date</u>	<u>Rates</u>	<u>Amount Authorized</u>	<u>9/1/2016 Beg. Bal.</u>	<u>Additions</u>	<u>Reductions</u>	<u>8/31/2017 Balance</u>
John Stanford Bldg Refunding bond- 2010 (last payment 2027)	5/18/2010	2 -4.00% (3.39%)	\$ 33,080,000	\$ 27,325,000	\$ -	1,515,000	\$ 25,810,000
Qualified School Construction Bond (QSCB) - 2010 - improvements to schools (due June, 2017)	11/2/2010	2.55%	\$ 17,500,000	\$ 17,500,000	\$ -	\$ 17,500,000	\$ -
Total Limited General Obligation Bonds - Non Voted			\$ 50,580,000	\$ 44,825,000	\$ -	\$ 19,015,000	\$ 25,810,000

	January 12	February 9	March 9	April 18	May 11	June 8	August	September	October	November	December
Board Policies and Procedures	6101 – Federal Cash and Financial Management (WSSDA new policy) 6201 – Allowable Costs for Federal Programs (WSSDA new policy)	Policy 5001 – Hiring of Retired School Employees		Policy 5201 – Drug-Free Schools, Community and Workplace (WSSDA update) Policy 6114 – Gifts, Grants, Donations & Fundraising Proceeds Policy D140.00-D140.01 (NEW 6102) – District Fundraising	D51.00, .01 – Anti-Retaliation 3207 – Prohibition of Harassment, Intimidation and Bullying (+ NEW corresponding 5000 series policy) NEW Civility policy 5010 – Non-discrimination, Acts of Hostility and Defamation		5253 – Maintaining Staff/Student Boundaries (WSSDA update)		F12.00,.01 Job Sharing (HR)		
Annual Items Requiring Board Action	Annual Financial Report per policy 6030 (Finance)			Potential RIF (if needed - HR)		Recommended Budget (Budget); Committed Fund Balance Percent (Budget)			Operations Levy Certification (Budget); Employee Health Benefits contracts (HR)	Food Service & Student Lunch Fess (Accounting); Budget development calendar (Budget)	
Annual Reports	Governor’s Budget’s (Deputy Supt); WSS School Funding Allocations (Budget)	State & Federal Grants/ Title I Annual Reports (Grants)	[Rental, Lease & Sale of Real Property per Policy 6882*every 3 years next due in 2018*]		Annual Head Start Report (Head Start)	Insurance & Student Insurance per Policies 6530 and 6535 (Risk); JSCEE bonds/building update (Accounting); Performance Audit Status I-900 (Audit Response)	Annual Fixed Asset Report (Fixed Assets)	Budget Guiding Principles & Goals (Budget)			Prioritize for following year work plan (Committee)
Special Attention Reports				Committed/Minimum Fund Balance Percent per Policy 6022(Budget)	Long-term Debt Management Plan (Accounting); Risk Management/Student Insurance Annual Review per Policy No. 6500 (Risk)	Preliminary Budget Book Presentation (Budget); ASB Budget per Policy 3510 (Accounting); Nondiscrimination & Affirmative Action per Policy 5010 (HR); Policy No. 5000, Recruitment/Position Control (Talent Management HR)	DRAFT Annual Audit Plan (Internal Audit & Ethics)	Budget Book Presentation (Budget) SAO Contract (Accounting)			
Regular Monthly Agenda Items	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)	SPS Financial Update per policy 6030 (Accounting); Annual Work Plan (Committee)

**Seattle Public Schools
Audit Quarterly Committee
2017 Committee Work Plan**

***** DRAFT *****

***** DRAFT *****

	March 14 Quarterly	June 13 Quarterly	September Quarterly	December Quarterly
Board Policies and Procedures				
Annual Items Requiring Board Action				
Annual Reports	Audit Entrance Conference (ok @board meeting); SAO Financial/ Single Audit Exit Conference (ok @board meeting)		Final Annual Audit Plan (Internal Audit & Ethics)	
Regular Agenda Items	Internal Audit Update (Internal Audit); Business & Finance (Risk & OSPI Consolidated Program Review); Operations; Facilities; Human Resources; Teaching & Learning	Internal Audit Update (Internal Audit); Accountability Audit Exit Conference (ok @board meeting); Business & Finance; Operations; Facilities; Human Resources; Teaching & Learning	Internal Audit Update (Internal Audit); Business & Finance; Operations; Facilities; Human Resources; Teaching & Learning (Tolley)	Internal Audit Update (Internal Audit); SAO Entrance Conference (ok @board meeting); Business & Finance; Operations; Facilities; Human Resources; Teaching & Learning