

Board Office Use: Legislative File Info.	
File ID Number	19-1474
Introduction Date	06/26/2019
Enactment Number	19-1023
Enactment Date	6/26/19 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Board Meeting Date June 26, 2019

Subject Approval by the Board of Education of Amendment No. 1 to Master Software as a Service Agreement between Oakland Unified School District and SchoolMint.
Contractor: SchoolMint
Services For: July 1, 2019 - June 30, 2020

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to Master Software as a Service Agreement between Oakland Unified School District and SchoolMint, San Francisco, CA, for the latter to provide hosting, maintenance, upgrades and associated support for the School Finder, School Apply, and School Enroll products including a two-way data exchange between Aeries and SchoolMint, for the period October 12, 2017 to June 30, 2020, for an amount not to exceed \$941,375 (\$274,375 for 2017-18 and \$333,500 for 2018-19, previously approved as Legistar File ID 17-2023, and \$333,500 for 2019-20 as set forth in Amendment No. 1).

Background
(Why do we need these services? Why have you selected this vendor)

The Oakland Unified School District has successfully used SchoolMint to support the Enrollment Improvements program since 2017-18 and is using this firm going forward for the same services as previously provided. The School Finder is a web-based tool available on computers and mobile devices that helps families locate and learn about Oakland Unified schools. Searches can be filtered by school type, grades offered, ranking and other valuable criteria. School Apply and School Enroll are web-based tools available on computers and mobile devices that provide an end to end student application and enrollment solution for families and schools. With a single account, families can submit applications for multiple students to multiple schools, rank their preferences, track application status, respond to offers and complete student registration forms. Through a robust portal, schools and Enrollment staff can view all submitted applications, manage lotteries and placements, assign schools to students, manage applicant data, and view insights into applicant demographics. SchoolMint

integrates with the Aeries Student Information System (SIS) used by Oakland Unified to transfer data bidirectionally between the two systems.

The Master Software as a Service Agreement includes hosting, maintenance, upgrades and associated support for the School Finder, School Apply, and School Enroll product. As noted above, the software has been successfully used by Oakland Unified since the 2017-18 school year. The current Amendment No. 1 renews the same services as provided under the original Agreement for the period July 1, 2019 through June 30, 2020.

Competitively Bid

No. Oakland Unified has been successfully utilizing this software since the 2017-18 school year, and relies on the software and services for student enrollment services throughout the District. The original agreement was approved by the Board of Education on May 10, 2017 as File ID 17-0834 with a subsequent agreement approved by the Board of Education on October 11, 2017 as File ID 17-2023. The initial selection of SchoolMint was based upon an original purchase of the School Finder software by Educate 78; note that School Finder is inter-related to School Apply and School Enroll. The District subsequently conducted a formal Request for Information to obtain proposals from competitors to compare features and pricing. The launch of the SchoolMint platform has been ongoing, incurring \$87,125 in professional services costs from the prior contract and significant staff time to implement and train on the new system. It would be cost-prohibitive, and would risk a gap in enrollment services, to discontinue use of this software in order to change to another vendor. For this reason, going out to bid for the software and services would not produce any advantage, would be futile, and in fact, would be detrimental to the District because it could result in time gaps in enrollment services. Competitive bidding is therefore excused under the reasoning of *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631 and related case law.

Fiscal Impact

\$333,500 from 2019-20 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachments

- Amendment No. 1
- Renewal Quote
- Pupil Records Rider
- Master Software as a Service Agreement

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AMENDMENT NO. 1 TO
Master Software as a Service Agreement

This Amendment amends Master Software as a Service Agreement between Oakland Unified School District (OUSD) and SchoolMint, Inc. (Contractor) entered into on October 11, 2017 (OUSD Enactment No. 17-1444). The parties agree to amend that Agreement as follows:

<p>1. Services: <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u>. <input type="checkbox"/> The scope of work has <u>changed</u>.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> CONTRACTOR agrees to provide the following amended services:</p> <p>The agreement is being renewed for 2019-20 without any changes to the scope of services provided, with the exception that this renewal does not include any paid professional services.</p>
<p>2. Term (duration): <input type="checkbox"/> The term of the contract is <u>unchanged</u>. <input checked="" type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term began on <u>10/12/2017</u> and expires on <u>6/30/2019</u>. The parties agree to extend the contract through <u>6/30/2020</u>.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>333,500</u> to original contract amount.</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount.</p> <p>The new contract total is <u>Nine Hundred Forty One Thousand, Three Seventy Five</u> Dollars (<u>941,375</u>)</p>

- 4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

- 6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Long 6/27/19
 _____ Date

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Jill Whitcomb 6/27/19
 _____ Date

Secretary, Board of Education

CONTRACTOR

Bryan MacDonald 6/20/2019
 _____ Date

Contractor Signature

Bryan MacDonald, Chief Executive Officer

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing				
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.				
		Signature - Approved	Denied - Reason	Date
1.	Administrator/Manager			
2.	Resource Manager (if restricted funds)			
3.	Network Superintendent/Executive Director			
4.	Chief/Deputy Chief			
5.	Legal (if increase takes contract above \$90,200)	<i>Kelly M. Rem (as to form)</i>		
6.	Superintendent, Board of Education	<i>Signature on the legal contract</i>		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)–Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 - b. Meeting announcement for meeting in which the SPSA modification was approved.
 - c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

The agreement is being renewed for 2019-20 without any changes to the scope of services provided, with the exception that this renewal does not include any paid professional services.



AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to Master Software as a Service Agreement

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator creates new requisition with the original PO number referenced in the item description.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	SchoolMint, Inc.	Contractor's Contact	Bryan MacDonald		
OUSD Vendor ID #	003832	Title	Chief Executive Officer (CEO)		
Street Address	564 Market St., Suite 500	City, State	San Francisco, CA	Zip Code	94104
Telephone	415-500-2558	Email (required)	bryan.macdonald@schoolmint.com		

Compensation and Terms

Current Contract Amount	\$607,875.00	OUSD Vendor ID #	003832	Start Date of Original Contract	10/12/2017
Amount of Increase	333,500	Original PO #	PO19-03637	Current Term End Date	6/30/2019
Amount of Decrease	0	New Requisition #	TBD	New Term End Date*	6/30/2020
New Total Contract Amount	941,375	% Change	55	*Must be no more than five years from the start date	

Budget Information (If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)

Requisition No.	Budget Number	Resource Name	Amount
TBD	010-0000-0-0000-7700-5846-999-9860-9994-9999-99999	General Purpose Unrestricted	\$ 333,500.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	17-1444	Software As A Service Agreement	607875
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Increase/Decrease Amount

OUSD Contract Originator Information

Name of OUSD Contact	Susan Beltz	Email	susan.beltz@ousd.org
Site/Dept. Name	Technology Services	Site #	986 Phone 510-879-8873

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$92,600)	<i>Kelly M. Rum (as to form)</i>		
6. Superintendent, Board of Education	Signature on the legal contract		



Renewal Notification for Oakland Unified School District

Quote Date: Jun 06, 2019

We appreciate your loyalty as a SchoolMint customer and look forward to continuing to provide SchoolMint products and services to support your enrollment practices. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

This renewal is bound by the terms and conditions set forth in the Master Software as a Service Agreement between SchoolMint, Inc. and the Oakland Unified School District approved by the Oakland Unified School District Board of Education on October 11, 2017 as File ID 17-2023. The Oakland Unified School District agrees to receive an invoice for the subscription based on the details of this notification.

If a purchase order is required, please submit a copy of the approved purchase order.

Subscription Period: July 1, 2019 - June 30, 2020

Student Enrollment Count: 36,524 certified 2018-19 CALPADS Fall 1 enrollment count

Name	QTY/Enrollment	Price	Subtotal
SchoolApply	1	\$125,000.00	\$125,000.00
SchoolEnroll Licensing Fee	1	\$195,000.00	\$195,000.00
SchoolFinder (Full Package)	1	\$13,500.00	\$13,500.00
Supported Languages - Standard Spanish, Chinese Simplified, and Arabic	3	\$0.00	\$0.00

Total \$333,500.00



Licensee Information Sheet
(Please submit a completed copy with the Contract)

Contact:

Name: Susan Beltz

Phone: 510-879-8873

Email address: susan.beltz@ousd.org

Address: 1000 Broadway, Suite 440, Oakland CA 94607

Invoicing Contact (Where the SchoolMint invoice/s should be sent):

Name: Susan Beltz

Phone: 510-879-8873

Email address: itbilling@ousd.org

Address: 1000 Broadway, Suite 440, Oakland, CA 94607

**OAKLAND UNIFIED SCHOOL DISTRICT
PUPIL RECORDS ADDENDUM FOR
DIGITAL RECORDS STORAGE AND/OR
DIGITAL EDUCATIONAL SOFTWARE AGREEMENTS**

Oakland Unified School District (“OUSD”) and _____ (“Contractor”) have entered into that certain _____ Agreement (“Agreement”) as of _____, 2019. The Agreement includes (or may include) the digital storage, management and retrieval of pupil records and/or digital educational software through which Contractor accesses, stores and uses pupil records. This Pupil Records Addendum (“Addendum”), executed by OUSD and Contractor as of the date set forth below, is intended to supplement and amend the terms of the Agreement, as set forth below. This Addendum concerns pupil records, as that term is defined by Education Code section 49073.1 (“Pupil Records”) and covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 (“Covered Information”).

1. **Pupil Records Property of OUSD.** All Pupil Records are and will continue to be the property of and under the control of OUSD. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of OUSD, and Contractor has a limited, nonexclusive license to such Pupil Records. The Agreement and Addendum do not give Contractor any rights, implied or otherwise, to Pupil Records, OUSD content, or intellectual property, except as expressly stated in the Agreement and this Addendum.
2. **Pupil-Generated Content.** Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Contractor shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Within thirty (30) days of the execution of this Addendum, Contractor shall provide OUSD with a written description of the process it will provide to pupils in compliance with this section 2.
3. **Use of Information in Pupil Records.** Contractor may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement and this Addendum.
4. **Personally Identifiable Information.** Contractor shall provide a process by which a pupil’s parent, legal guardian, or the eligible pupil can review the personally identifiable information in an account created for the pupil’s academic-related records and correct erroneous information. Within thirty (30) days of the execution of this Addendum, Contractor shall provide OUSD with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.
5. **Security and Confidentiality of Pupil Records.** Contractor will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to

secure Contractor's own data of a similar type. Without limiting the foregoing, Contractor warrants that all Pupil Records will be encrypted in transmission via web interface using SSL (Secure Socket Layer) or for file transfers, a Secure FTP site.

In addition, Contractor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Agreement and/or this Addendum.

Contractor will designate employees or agents it holds and will hold primarily responsible for meeting the Contractor's duties to securely maintain and protect Pupil Records. Contractor will ensure that the designated persons have or will receive all training and information necessary to meet the Contractor's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Contractor of any of its duties under the law or the Agreement and/or this Addendum, nor relieve the Contractor of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Contractor will notify OUSD, fully investigate the incident, and cooperate fully with OUSD's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from OUSD.

7. Retention of Pupil Records. The Contractor hereby certifies that Pupil Records shall not be retained or available to the Contractor, including any subcontractors, partners, or associated entities of the Contractor, upon completion of the terms of the Contractor and this Addendum. Notwithstanding the foregoing, Contractor may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Agreement and this Addendum if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Contractor for the purpose of storing the pupil-generated content and the Contractor receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the Agreement and this Addendum, Contractor will ensure that all Pupil Records are securely returned or destroyed as directed by OUSD. Transfer to OUSD or a third party designated by OUSD shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of OUSD or its transferee, and to the extent technologically feasible, that OUSD will have reasonable access to Pupil Records during the transition. In the event that OUSD requests destruction of any Pupil Records, Contractor agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred Pupil Records. The Contractor agrees to provide documentation of data destruction to OUSD.

8. Federal Educational Rights and Privacy Act. Contractor agrees to assist OUSD in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

Contractor will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under the Agreement and/or this Addendum. Contractor will ensure that employees and subcontractors who perform work under the Agreement and/or this Addendum have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum. Contractor will use the education records only for the purpose of fulfilling its duties under the Agreement and/or this Addendum for OUSD's and its pupil's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by OUSD.

9. No Targeted Advertising. Contractor will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Agreement or otherwise authorized in writing by OUSD. Contractor will not use Pupil Records to engage in targeted advertising. Contractor is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

10. Covered Information. To the extent Contractor is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Contractor agrees to comply with all of the requirements of Business and Professions Code section 22584. Contractor agrees not to engage in targeted advertising as described in section 22584. Contractor agrees not to use information, including persistent unique identifiers, created or gathered by the Contractor's site, service, or application, to amass a profile about a student except in furtherance of OUSD's purposes. Contractor further agrees to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of OUSD. Contractor will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.

11. Compliance with Law. In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall govern. This Addendum is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Agreement and this Addendum, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Agreement shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Agreement. All parties subject to an Agreement voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered

Information in their possession to OUSD. The term of this Addendum is coextensive with the term of the Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Addendum, in duplicate, as of the day and year first above written.

Oakland Unified School District

[Contractor Name]

By: _____

By:  _____

Name: _____

Name: Bryan MacDonald

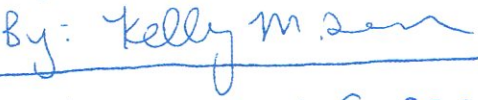
Title: _____

Title: CEO

Date: _____

Date: 6/20/2019

Approved as to form:

By:  _____

OUSD Legal Counsel



Memo

Board Office Use: Legislative File Info.	
File ID Number	17- 2023
Introduction Date	October 11, 2017
Enactment Number	17-1444
Enactment Date	10-11-17

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Vernon Hal, Senior Business Officer *VEH*
 Susan Beltz, Chief Technology Officer *SB*
 Charles Wilson, Executive Director School Portfolio and Enrollment

Board Meeting Date October 11, 2017

Subject Approval of Master Software Agreement As A Service Agreement and Exhibits A, B, C, D and E between Oakland Unified School District and SchoolMint

Action Requested Approval of Master Software Agreement As A Service Agreement and Exhibits A, B, C, D and E between Oakland Unified School District and SchoolMint, San Francisco, CA beginning October 12, 2017, upon Board execution through June 30, 2019 in an amount not to exceed the payment terms defined in Exhibit C. The cost for 2017-2018 is \$274,375. The cost for 2018-2019 is \$333,500. This Master agreement will replace the existing agreement

Background And Discussion This new Master Agreement with SchoolMint is needed to support the completion of the Enrollment Improvements Program Year 2. This new Master Agreement is **replacing** an existing contract with SchoolMint (File ID 17-0834, approved by BOE on May 10, 2017.) This new Master Agreement contains the annual renewal licensing fees that are due for the products we are already using: School Finder & School Apply (as listed in File ID 17-0834.) This new Master Agreement also contains the licensing fee for School Enroll for 2017-2018 & for 2018-2019; the first invoice for the School Enroll Fee is expected on Nov. 1, 2017. This new Master Agreement also contains the fees to further customize School Apply, and customize School Enroll (algorithms, technical integration, reports and back end system



workflow.) All of the pricing details are listed further below and also listed in Exhibit C.

Background About The Enrollment Improvements Program

Year 0 (2015-2016)	
Better Enrollment Oakland	
Projects	<ul style="list-style-type: none"> • Better Enrollment Oakland Initiative • Community Engagements About Enrollment Services & Policies Project • School finder Project • Feeder Pattern Study & Transportation Study Discussions
Technology Costs	Budgeted: \$0.00 Actual: \$0.00
Outcomes	Better Enrollment Oakland Initiative: <ul style="list-style-type: none"> • Blueprint for Better Enrollment Oakland created by OUSD & Community Partners • Pro's & cons of common enrollment discussed by staff, community and board members. • Internal and external voices recommended moving more broadly and deeply into improving OUSD's enrollment services, policies & technology system
	Community Engagements About Enrollment Services & Policies Project: <ul style="list-style-type: none"> • OUSD & community partners completed Community engagements about potential OUSD policy changes as well as enrollment service experiences • OUSD & Community Partners launched a survey to get feedback about OUSD & Charter enrollment services, and policies • OUSD existing staff member assigned to lead the Enrollment Department, as the Executive Director of Enrollment Services • OUSD staff designated to support enrollment process and technology improvements • Partially grant funded staff member hired to support enrollment policy improvements • Planning work began for OUSD Enrollment Process, Policy & Technology Improvements
	Feeder Pattern Study & Transportation Study Discussions



	<ul style="list-style-type: none"> • OUSD launched discussions and initial analysis to support planning for a Feeder Pattern Study and Transportation Study • This work was migrated under School Portfolio Mgmt.
	<p>Oakland School Finder Project:</p> <ul style="list-style-type: none"> • School Finder gifted to OUSD by a community partner • BETA version of School Finder launched for feedback from parents and staff • OUSD staff designated to support School Finder launch
Past Board Meetings 2015-2016	<ul style="list-style-type: none"> • December 2, 2016 (Better Enrollment Oakland Study Session) • January 25, 2016 (Enrollment Improvements Projects) • June 8, 2016 (Enrollment Improvements Program Year 1)

Year 1 (2016-2017)

Enrollment Improvements Program Year 1

Projects	<ul style="list-style-type: none"> • School Finder Project • Tech System Upgrade Phase 1 (School Apply) Project • OUSD Process & Policy Improvements Phase 1 Project • Citywide Enrollment Project
Technology Costs	<p>Budgeted: \$208,250 Actual: \$208,250</p>
Outcomes	<p>School Finder Project:</p> <ul style="list-style-type: none"> • Launched Oakland School Finder successfully <p>Tech System Upgrade Phase 1 (School Apply) Project:</p> <ul style="list-style-type: none"> • Soft Launched OUSD School Apply (online options enrollment application) successfully • 1300 Online applications received and processed on time • Planning work began in January 2017 for Phase 2 • Completed a comprehensive RFI process to select a solution/vendor to replace our current enrollment system which is made up of some technology tools and many manual processes. Grant funding was secured to support



	<p>the one time costs</p> <ul style="list-style-type: none">• OUSD Enrollment Dept & Technology Services Licensing budgets have been aligned to pay for the annually renewed licensing costs. <p>OUSD Process & Policy Improvements Phase 1 Project:</p> <ul style="list-style-type: none">• Improved the Lakeview Enrollment Welcome Center to provide families with more comfortable waiting areas and more privacy when speaking with our Enrollment Specialist.• Enrollment customer services improved by shifting the customer service mindset from processing applications to serving families.• East Oakland Enrollment Welcome Center opened• Launched 7 Options Fairs throughout Oakland. Over 900 families attended citywide options fairs and gave an average of 4.5 rating.• 90% confirmation rate by May 2017 for new and current students that plan to attend OUSD next year.• Access Study was launched starting with a survey of current, and former OUSD families.• OUSD completed a grant application to support the access study with a focus on school integration• Analysis and planning work began of current and proposed enrollment policies. <p>Citywide Enrollment Project</p> <ul style="list-style-type: none">• In early Spring of 2016 the District transitioned away from implementing a Common Enrollment System in favor of participating in the Equity Pledge, a city wide effort to ensure that all children in Oakland have equitable access to a high a quality public school.
<p>Past Board Meetings 2016-2017</p>	<ul style="list-style-type: none">• February 8, 2017 (Superintendent's Report, Enrollment Projections Overview)• February 27, 2017 (Feeder Pattern)• March 22 2017 (Feeder Pattern)• May 10, 2017 (SchoolMint Contract for Tech Upgrade Phase 1-School Apply & School Finder Annual Maintenance)• May 24, 2017 (Enrollment Improvements Program Plan Year 2, including Phase 2 technology costs)



Year 2 (2017-2018) Enrollment Improvements Program Year 2 - Increasing & Stabilizing Enrollment					
Projects	<ul style="list-style-type: none"> • Tech System Upgrade Phase 2 & Enrollment Process Improvements (School Enroll) Project • Enrollment Data & Analytics Project • Policy Development Project • Aligning Enrollment Planning & School Portfolio Mgmt. Project 				
Technology Costs		2017-2018		2018-2019	
	Item	OUSD Funds	Grant Funds	OUSD Funds	Grant Funds
	School Finder Annual Maintenance Fee ¹	\$13,500	\$0	\$13,500	\$0
	School Apply Annual Licensing Fee ²	\$110,000	\$0	\$125,000	\$0
	School Enroll Annual Renewal ³	\$48,750	\$0	\$195,000	\$0
	Planned School Apply & Enroll Customization Fees ⁴	\$0	\$87,125	\$0	\$0
	OUSD SchoolMint Contract Total	\$172,250	\$87,125	\$284,500	\$0
		\$274,375	\$333,500		
<p>Technology Costs Narrative Please see Exhibit C for Payment Terms & Schedule. The technology costs are being paid by grant funding and OUSD funding, as identified above.</p> <p>¹The School Finder annual maintenance fee is 50% less than it was in 2016-2017 because Enroll Oakland Charters has agreed to agreed to pay the other 50% of the total fee.</p>					



²The School Apply annual licensing fee is \$15,000 less than it was in 2016-2017 and less than what it will be in 2018-2019. This is because the current agreement (File ID 17-0834 , approved by BOE on May 10, 2017) with SchoolMint for School Apply and Finder obligate SchoolMint to provide services until 8/1/18. Under this new agreement, the 2018-2019 annual licensing fees will begin on 7/1/18 at the new annual rate of \$333,350. Therefore the value of moving the School Finder and School Apply 2018-2019 Licensing Fees to an annual renewal start date of July 2018 (instead of August 2018) is \$15,000. Accordingly, the proposed payment schedule reflects this in the 2017-2018 payment schedule for School Apply.

³The School Enroll annual licensing fee is \$8,750 more than was estimated and presented at the May 24, 2017 & Sept. 13, 2017 Board Meetings. The total cost for the School Enroll licensing fee for 2017-2018 is \$48,7500, and is still well within the planned budget.

⁴ **School Apply & Enroll Customization Fees**

A second grant payment from the Bloomberg Foundation will be given to OUSD in the amount of \$100,000. This will be used by OUSD to pay for the customization costs. Customizations are needed to:

- Refine backend workflow specific to OUSD (how we process applications)
- Build technical integrations in order to automate passing data from the new enrollment system into our Student Information System (Aeries.) Currently this all done manually.
- Build custom reports
- Build new policy algorithms for testing scenarios to support potential policy changes.

The current total for the customization work is \$87,125, listed in Exhibit C (Payment Terms & Schedule.) Also noted in Exhibit Ct these costs are not to exceed \$100,000 without a change request approved by OUSD. We currently do not foresee the customization costs increasing beyond \$87,125 at this time. Customization costs could increase up to no more than \$100,000 if OUSD determines that additional technical integration or reporting customizations are needed for functionality that will be launched at the start of the 2018-2019 school year, such as online registration or online current year seat assignment.

Past Board Meetings 2017-2018	<ul style="list-style-type: none"> • September 13, 2017 (Enrollment Improvements Program Plan-Fall Update, including Phase 2 technology costs) • September 27, 2017 (20 Day Counts)
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Related Goals & Milestones From September 13, 2017 Board Presentation

Goals & Actions	
Goals Year 2	Actions Year 2
1 Improve family experiences, communication & change narratives (Tech & Process Upgrade Project)	New software system, clearer information, targeted outreach, & family centered processes
2 Improve assessment and data use (Enrollment Data Analytics Project)	Develop new assessment, data analysis and enrollment projections practices
3 More Equitable Access to Quality Community Schools (Policy Development Project)	Assess, Develop & implement enrollment policies; increase number of high quality schools
4 Align enrollment planning & school portfolio mgmt. (Align SPM & Enrollment Project)	One leader over both depts., continue redesign of both depts.; enact Impact Analysis Policy



1 Improve Family Experiences, Communication & Change Narratives



New software system, clearer information, targeted outreach, & family centered processes (paper forms will still be made available)

Outcomes	Milestones	
<ul style="list-style-type: none"> Families can apply and register online. Less data entry/more engagement Increase on-time applications Decrease school student roster changes in August Move families through school waitlists faster and earlier. Increase the number of first choice schools & reduce number of families on waitlists Faster response time to phone calls & emails More transparency, and clear information 	Fall	School Options window Opens
	Winter	Options Fairs Year 3 planning begins Options Closes Jan 26 Launch policy testing software
	Spring	Launch online notification & confirmation Launch Pre-Registration
	Summer	Launch Online Registration Launch Online Application (Current Year)

3 More Equitable Access To Quality Schools

Develop & update enrollment policies

Outcomes	Milestones	
<ul style="list-style-type: none"> New / Updated enrollment policies to increase equitable access Provide data-based Feeder Pattern & School Portfolio recommendations 	Fall	Benchmarking, research, assessment, & scenario analysis using new enrollment software system
	Winter	
	Spring	Scenario analysis using new enrollment software Final Policy recommendation
	Summer	Implement & communicate policy changes



Path To Changing OUSD Enrollment Policies

Task	Month	Status
Community engagement to gather feedback on policy changes	June 2017	Completed
Research & Benchmarking	June 2017	Completed
Revisiting of transportation policy (for equity related policies)	January 2018	In progress
OUSD Legal assessment of enrollment policy changes	January 2018	In process
Implementation of policy software testing environment	Feb-March 2018	In progress
Impact analysis conducted through vendor testing environment to assess impact of policy changes)	March -June 2018	To Be Started
Implementation plan to operationalize all changes: software, process, communication and others.	April-June 2018	To Be Started
Internal review with staff and Superintendent	March-April 2018	To Be Started
Review and approval by OUSD Board of Directors	April-June 2018	To Be Started

Recommendations Approve Master Software Agreement As A Service Agreement and Exhibits A, B, C, D and E between Oakland Unified School District and SchoolMint, Inc.

Fiscal Impact The annual costs will be paid by the Technology Services Departments from 9999994701- Licensing fund. Reductions were made in the Enrollment Department to support the annual licensing costs.
2017-18: \$274,375
2018-19: \$333,500

- Attachments**
- Contract Justification form
 - Board Memo
 - Contract
 - Exhibit A
 - Exhibit B
 - Exhibit C
 - Exhibit D



- Exhibit E



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 17-2023

Department: Technology Services Dept. & Enrollment Dept.

Vendor Name: SchoolMint

Contract Term: Start Date: 10/12/17 (on Board Authorization) End Date: June 30, 2019

Annual Cost: \$ 274,375; \$333,500(18-19)

Approved by: Vernon Hal

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

OUSD plans to make the Options Enrollment process easier for families. This vendor was selected because we are already using their School Finder & School Apply products and costs associated with transitioning to a different platform would lose the efficiencies and customizations previously gained.

Summarize the services this Vendor will be providing.

Vendor will provide software licenses, support, maintenance services for School Finder, School Apply, School Enroll and customization work for the School Enroll functions which will support online applications

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The District conducted a formal Request for Information to obtain proposals from competitors to compare features and pricing. School Finder is inter-related to School Apply and School Enroll and was initially donated to the District. There are numerous efficiencies to be gained from continuing on the same platform.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**AGREEMENT BETWEEN SCHOOLMINT, INC. AND THE OAKLAND
UNIFIED SCHOOL DISTRICT
FOR
SOFTWARE AS A SERVICE**

THIS AGREEMENT is by and between **SchoolMint, Inc.**, with its primary place of business at 171 2nd St., Suite 400, San Francisco, CA 94105 (“**SchoolMint**”) and the **Oakland Unified School District** (“**OUSD**” or “**District**” or “**Licensee**”) (collectively referred to herein at times as “**Parties**” and singularly as “**Party**”). It is effective upon execution by both parties (“**Effective Date**”) and is entered into in the state of California, County of Alameda. This Agreement supercedes and replaces all unexpired prior Agreements between the parties, including the Agreement entered into by the Board on May 10, 2017, OUSD Legislative File Number 17-0834.

WHEREAS, OUSD wishes to obtain, and SchoolMint wishes to provide to OUSD, certain Software as a Service (SaaS) and related support and customization understood by all Parties to be necessary for the administration of OUSD’s Student Enrollment systems and other related functions.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

I. DEFINITIONS

- A. “Additional Licenses” means licenses that may be procured during the Term, in addition to the initial licenses as set forth in an Agreement and/or Amendment to an Agreement that has been previously approved or ratified by OUSD’s governing body.
- B. “Tier One” or “Enterprise Support”. Enterprise Support includes Standard Support plus telephone support and a dedicated account manager or support liaison as outlined further in the Service Level Agreement attached as Exhibit A.
- C. “Licensee Content” means any original content submitted by OUSD through use of the Services, or content that has been collected from other sources and provided by OUSD. “Licensee Content” may include but is not limited to electronic data or information in any format including text, images, video, audio, or other media file.
- D. “Malicious Code” means any computer code, file or program that is designed or intended to scrape the website, disrupt, damage, limit, do harm to or otherwise interfere with the computer system of another or compromise the Services. Malicious Code may include but is not limited to: viruses, Trojan horses or worms.
- E. “Named User(s)” means an employee, contractor or agent of OUSD, as well as School Administrators, working at or for OUSD authorized to use the Services on behalf of OUSD by submitting a username and password.
- F. “Services” shall mean the software as a service, including any underlying technology offered by SchoolMint to OUSD as a hosted solution in accordance with this Agreement. “Services” includes any modifications or corrections provided as part of Standard Support or Enterprise Support, Additional Licenses and Additional Features (as applicable).
- G. “Enrollment System” means internet-based accounts, system, and SaaS created and hosted by SchoolMint to manage admissions and parent-school communication.

- H. "Standard Support" means the standard maintenance and technical support provided by SchoolMint in connection with the Services, which is expressly limited to online chat and email support.
- I. "Term" means the term set forth in Section II, A (below)..
- J. "OEF-SchoolMint Agreement" means an Agreement dated July 1, 2017 by and between the Oakland Education Fund and SchoolMint, Inc. providing for the Implementation and Customization of the Enrollment System to which the District is a third-party beneficiary of such contract.

II. TERM, FEES, PAYMENT & SCOPE OF WORK

A. Term

The term of this Agreement shall commence upon the Effective Date and shall continue through June 30, 2019. This Agreement may be extended by mutual written agreement for up to two (2) additional one-year periods, subject to the same terms and conditions set forth in this Agreement. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 of each year during the term of this Agreement.

B. Scope of Work

SchoolMint shall perform the entirety of the scope of work as set forth in Exhibit B, which is attached and incorporated as if fully set forth herein.

C.

1. OUSD's Payments to SchoolMint

In exchange for the services set forth in Exhibit B, OUSD will pay SchoolMint the sums set forth in Exhibit C, within the dates set forth in the payment schedule. OUSD and SchoolMint hereby agree that OUSD is not obligated to make any of the payments for the costs outlined in Attachment A unless and until SchoolMint has provided to OUSD all of the goods and services to OUSD pursuant to the OEF-SchoolMint Agreement..

2. Payment Terms

SchoolMint shall invoice OUSD in accordance with the payment schedule set forth in Exhibit C. OUSD shall pay SchoolMint within net 30 days from date of invoice. OUSD is responsible for paying any sales, use, GST, value-added withholding, or similar taxes imposed by a government entity with respect to the Services. All fees are non-cancellable and non-refundable, except upon termination, as set forth below in this Agreement. SchoolMint has full right to increase the fees on a Contract Year basis, however there shall be no increase of any fees prior to July 1, 2019. The increment in fees per Contract Year will not exceed 20% of the original yearly subscription fees.

III. USE OF SERVICES

- A. License. SchoolMint hereby grants to OUSD, a non-exclusive, worldwide, and non-transferable license to access and use the Services on a subscription basis during the Term, for School Finder, School Apply and School Enroll Products and all related customizations, , in accordance with any limitations herein.
- B. License Restrictions. OUSD shall not, nor shall it permit others to: (i) reverse engineer, decompile or otherwise seek to obtain the source code to the Services; (ii) copy or modify the Services, or create derivative works; (iii) use the Services other than for legitimate District business including without limitation supporting the District's student enrollment and related processes; (iv) rent, sell, provide access to, distribute, license or sublicense the Services to a third party as a service bureau; or (v) violate the terms of any third party agreement in using or submitting Licensee Content.
- C. Usage Limitations. Services are subject to the usage limits set forth in the Service Level Agreement (Exhibit A) and Statement of Work (Exhibit B). OUSD is responsible for any and all actions taken using OUSD's accounts and passwords, and for Named Users' compliance with this Agreement. Enrollment System is configured by OUSD and may be changed at any time during the Term, up to the specified limits. OUSD grants SchoolMint the right to access designated Enrollment System on its behalf and, where required, it shall provide SchoolMint the appropriate credentials to do so. If a provider of the Enrollment System Account terminates OUSD's account or makes SchoolMint's access to such Student Enrollment System inoperable, SchoolMint reserves the right to cease providing access to that Enrollment Account and OUSD may re-configure the Services accordingly.
- D. Licensee Conduct. In using the Services, OUSD agrees to the following: (i) OUSD shall not incorporate into or otherwise transmit through the Services any Licensee Content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents OUSD's affiliation with a person or entity; (D) contains Malicious Code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which OUSD has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in SchoolMint's sole opinion. (ii) OUSD shall ensure that OUSD's use of the Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere. (iii) OUSD shall not hack nor shall it permit others to hack the Services.

IV. LICENSEE CONTENT

- A. Licensee Content. OUSD is solely responsible for the quality, accuracy and legality of all Licensee Content, and the means by which Licensee Content was acquired. OUSD represents and warrants that it has sufficient rights in the Licensee Content to authorize SchoolMint to process, distribute

and display the Licensee Content as contemplated by this Agreement, and that the Licensee Content does not infringe the rights of any third-party.

- B. Rights to Licensee Content. OUSD or any third party site from which OUSD has obtained the Licensee Content shall retain all right, title and interest including any and all intellectual property rights, in and to Licensee Content. To the extent applicable, OUSD hereby grants to SchoolMint a non-exclusive, worldwide, royalty-free right to host, use, copy, store, transmit, and display the Licensee Content during the Term, solely to the extent necessary to provide the Services.
- C. Retention of Licensee Content. Licensee Content that is collected from public sources may be stored indefinitely. Licensee Content that is created by OUSD or the users of the Student Enrollment System shall be retained by SchoolMint through expiration of the Term only, and if needed will be transferred to OUSD in the form of CSV exports.

V. OWNERSHIP

- A. SchoolMint IP. SchoolMint and its suppliers retain all right, title and interest including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights in and to the Services and Additional Features (defined below), including the underlying technology, tools, algorithms, improvements, modifications, including all modifications and derivative works thereof (together "SchoolMint IP").
- B. Feedback. OUSD may provide input, suggestions, recommendations, comments and other feedback about the Services ("Feedback"). OUSD grants SchoolMint a perpetual, worldwide, irrevocable, royalty-free license to use, copy, distribute, modify and create derivative works of the Feedback without restriction.
- C. Additional Features. In certain circumstances, SchoolMint may work with OUSD to develop new features, add-ons, tools, inventions and/or other intellectual property to improve or enhance the Services, or to create new SchoolMint products or services ("Additional Features"). The creation or improvement of any Additional Features shall not be considered a work made for hire and SchoolMint shall own without limitation all rights, title and interest thereto. As applicable, SchoolMint grants to OUSD a non-exclusive, worldwide, royalty-free, license to access and use any Additional Features during the Term, for the purposes contemplated hereunder.

VI. SUPPORT

As specified in the Service Level Agreement (Exhibit A), SchoolMint will provide Enterprise Support at no additional charge.

VII. INDEMNIFICATION, INSURANCE, NO WARRANTY & LIMITATION OF LIABILITY

A. Indemnification by OUSD

OUSD shall indemnify, defend and hold harmless SchoolMint, its officers, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by OUSD in good faith with due care and without negligence in reliance upon instructions or orders received from SchoolMint as to anything arising in connection with its performance under this Agreement. SchoolMint shall be without liability to OUSD with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

B. Indemnification by SchoolMint

SchoolMint shall indemnify, defend and hold harmless OUSD, its officers, elected Board, employees, and agents harmless against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by OUSD in good faith with due care and without negligence in reliance upon instructions or orders received from SchoolMint as to anything arising in connection with its performance under this Agreement. OUSD shall be without liability to SchoolMint with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

C. Insurance Requirements

1. SchoolMint shall procure and maintain at all times during the performance of work under this Agreement, as well as any Work Order and/or amendment to this Agreement, Workers' Compensation Insurance in conformance with the laws of the State of California (and Federal laws, when applicable). Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. SchoolMint hereby certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of work under this Agreement, as well as any Work Order and/or amendment to this Agreement.
2. SchoolMint shall maintain Commercial General Liability insurance, including automobile coverage, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name and endorse OUSD as an additional insured. Evidence of insurance must be provided to OUSD on or before the effective date of this Agreement. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against SchoolMint. The policy shall protect SchoolMint and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

D. No Warranty

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SCHOOLMINT'S SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SCHOOLMINT SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SCHOOLMINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SCHOOLMINT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR RESULTS OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY OR OTHERWISE.

E. Limitation of Liability

1. SCHOOLMINT SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOST PROFITS OR REVENUES, LOST DATA, OR FAILURE OF SECURITY MECHANISMS, WHETHER IN CONTRACT OR TORT AND REGARDLESS OF THE FORM OF ACTION. SCHOOLMINT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOLMINT, OR FOR DAMAGE RESULTING FROM MALICIOUS CODE THAT HAS BEEN INTRODUCED INTO THE SERVICES BY A THIRD PARTY THROUGH NO FAULT OF SCHOOLMINT.
2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOLMINT'S ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO SCHOOLMINT DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT.
3. The above limitations shall survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose.

VIII. CONFIDENTIAL INFORMATION & DATA SHARING

A. Confidential Information

"Confidential Information" means all confidential or proprietary information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. The phrase "Confidential Information" shall also mean OUSD's trade secrets, confidential knowledge, know-how, Student Personal Identity Data, student records, personnel records, or other proprietary information or materials of OUSD or in OUSD's possession and all information that a reasonable person would consider sensitive or confidential in nature. The SchoolMint IP and passwords shall be deemed Confidential Information of SchoolMint. Each party shall protect the other's Confidential Information with the same degree of care as it uses to protect its own such information, and Confidential Information shall only be used for the purposes contemplated herein. The Receiving Party's nondisclosure obligations shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without access to such information; or (e) disclosure is required pursuant to a regulation, law or court order (with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which monetary damages would be insufficient and therefore upon any such disclosure the Disclosing Party shall be entitled to equitable relief in addition to any other remedies it might have at law.

B. Sharing of OUSD Data and Confidential Information

1. SchoolMint certifies that it obtains permission from front-end users of the Enrollment System to receive and maintain confidential information relating to enrollment and

- application to District and that pursuant to such permission, the District and SchoolMint can share the confidential information between them.
2. SchoolMint and all of its agents, personnel and employees shall maintain the confidentiality of all OUSD information received. SchoolMint understands that student and employee records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA); Article 1, Section 1 of the California Constitution; and California Education Code Section 49062, et seq., concerning the maintenance and disclosure of pupil and employee records and the Children's Online Privacy and Protection Act (COPPA).
 3. SchoolMint agrees to take strict precautions to safeguard OUSD student and personnel Confidential Information and to limit access to such Confidential Information to SchoolMint's authorized personnel or agents who require such access and have agreed to abide by the terms of this Agreement.
 4. SchoolMint shall maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from SchoolMint to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing will require the express written consent of DISTRICT. Data from DISTRICT shall not be taken outside the United States.
 5. SchoolMint shall not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. SchoolMint may publish results of general information (e.g., scope of participation), but specifically agrees to delete any data items that include identifiable student information, and to require all employees, contractors and agents of any kind to also abide by this paragraph.
 6. Data Transfer. Data provided under this Agreement shall be transferred via a secure and private channel.
 7. Prohibited Disclosure. RECIPIENT shall not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
 8. SchoolMint agrees to promptly return all such Confidential Information and related materials to OUSD upon termination of this Agreement or at such time as may be requested by OUSD.
 9. SchoolMint shall not, other than for the purposes permitted under this Agreement (i) use any Confidential Information; (ii) disclose Confidential Information to any third parties; (iii) reverse engineer, disassemble, or decompile any Confidential Information, or make any derivatives or translations of the Confidential Information, without the District's prior written consent.
 10. The foregoing requirements to maintain confidentiality shall extend beyond the termination of this Agreement.

IX. PUBLICITY (ANNOUNCEMENTS AND PRESS RELEASES)

OUSD agrees to participate in the following activities with SchoolMint. All content developed by SchoolMint is subject to OUSD's final approval.

- A. SchoolMint and OUSD can each use the other's Marks for marketing and public relations. OUSD agrees that SchoolMint can use OUSD's name and Marks on the SchoolMint website to identify OUSD in general marketing materials and in demonstration versions of the product.
- B. SchoolMint and OUSD consent to press releases by the other regarding this Agreement, as long as the other party approves the release prior to publication. This may include an announcement of those parties' business relationship, successful implementation, and/or another newsworthy topic pertaining to OUSD.
- C. Participate in a (written or video) case study detailing business benefits the OUSD has derived from using the SchoolMint product that would be promoted in the marketing materials.

X. GENERAL TERMS

A. Dispute Resolution & Termination:

1. Dispute Resolution & Termination for Cause

Notwithstanding anything in this Agreement to the contrary, prior to a party's termination of this Agreement and/or any applicable Order Form for cause and/or the initiation of any litigation, disputes between OUSD and SchoolMint regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of this Agreement, shall first be addressed using the below dispute resolution process set forth in subsections (a) and (b).

(a) Escalation to OUSD & SchoolMint's Senior Technology Administrators: In the event of a dispute, the party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (2) the specific sections/provisions of the Agreement that are in dispute; and (3) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute, OUSD's most senior technology administrator (presently, OUSD's Chief Technology Officer) and SchoolMint's most senior technology administrator, along with any other necessary personnel of OUSD and SchoolMint, shall meet in an informal setting to try to resolve the dispute. If an agreement is reached, within thirty (30) days of the informal meeting, the agreement shall be reduced to writing and shall be signed by both of OUSD and SchoolMint's most senior technology administrators, with the agreement to the dispute considered, and ratified or approved, if necessary, by OUSD's governing body.

(b) Escalation to OUSD Superintendent & SchoolMint's Senior Business Officer: Should the informal meeting required in subsection (a), above, fail to resolve the dispute, within ten (10) business days of the meeting required by subsection (a), OUSD's Superintendent and SchoolMint's most senior business officer (currently, SchoolMint's Chief Executive Officer), along with any other necessary personnel of OUSD and SchoolMint, shall meet in an informal setting to try to resolve the dispute. If an agreement is reached, within thirty (30) days of the informal meeting, the agreement shall be reduced to writing and shall be signed by OUSD's Superintendent and SchoolMint's most senior business officer (currently, SchoolMint's Chief Executive Officer), with the agreement to the dispute considered, and ratified or approved, as required, by OUSD's governing body.

Neither party may terminate this Agreement for cause, nor may either party commence a civil action related to the matters subject to the foregoing dispute resolution process, until the dispute resolution process is completed or until the party initiating the dispute makes

reasonable efforts to comply with the dispute resolution process and subsequently reasonably concludes that the other party is not engaging in the dispute resolution process in a timely and good faith manner. Either party may file a request for relief for equitable remedies, such as injunctive relief, while proceeding through the dispute resolution process in order to preserve the status quo.

2. Termination for Non-Payment, Etc. (NOT Subject to Dispute Resolution)

SchoolMint and OUSD agree that this specific provision (X.A.2. Termination for Non-Payment, Etc.) is NOT subject to the dispute resolution process set forth above.

In the event that payment is more than 30 days past due, SchoolMint reserves the right to suspend and/or terminate the Services and this Agreement, including any Order Form. SchoolMint will notify OUSD of such delinquency at least seven (7) days prior to suspending or terminating service. This shall be in addition to any other remedy available to SchoolMint at law or in equity.

Either party may terminate this Agreement, including an applicable Order Form, immediately upon notice if the other party: (i) ceases operation without a successor or (ii) becomes the subject of any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding.

In the event of OUSD's breach of Section III.D. (Licensee Conduct), SchoolMint may immediately terminate the Agreement, including any Order Form.

3. Termination for Convenience

Either may terminate this Agreement for convenience and without cause by giving the other party no less than one (1) full calendar year written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in less than one (1) full calendar year from the date that the notice is provided. In event of termination for convenience, SchoolMint will be paid for those services performed pursuant to the Agreement and to the satisfaction of OUSD up to the specified effective date of termination. In addition, to the extent that the effective date of termination is on a date prior to any scheduled payment date, SchoolMint shall refund to OUSD any monies that were paid to SchoolMint, on a pro rata basis, that OUSD paid in advance of the effective termination date for that period of days falling between the effective termination date and the next scheduled payment date.

4. Assistance Following Notice of Termination/Notice/Effect of Termination:

In the event that this Agreement is terminated, regardless of the reason for such termination, SchoolMint shall cooperate with OUSD to maintain an orderly transfer of record keeping functions and provide all necessary staff, services and assistance required for an orderly transfer. All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day of deposit in the U.S. Mail, postage pre-paid, certified or registered, return receipt requested, and addressed as follows:

<p>SchoolMint Attn: Jinal Jhaveri/CEO 171 2nd Street, Ste. 400 San Francisco, CA 94015</p>	<p>Oakland Unified School District Attn: Chief Technology Officer 1000 Broadway, Suite 300 Oakland, CA 94607</p>
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Upon expiration or termination of this Agreement for any reason (i) OUSD shall immediately cease all use of and access to the Services, including any SchoolMint IP and (ii) SchoolMint and OUSD shall return any and all Confidential Information of the other in its possession, or, upon request, destroy such Confidential Information and certify destruction thereof.

- B. Applicable Law:** This Agreement and performance hereunder shall be governed by and constructed in accordance with the laws of the State of California.
- C. Venue:** In the event that either party brings any action against the other under this Agreement, the Parties agree that such action shall be vested exclusively in Alameda County Superior Court or in the United States District Court for the Northern District of California.
- D. Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- E. No Assignment:** This Agreement and the rights and duties hereunder shall not be assignable by the Parties hereto except upon written consent of the others.
- F. Interpretation/Construction:** The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by all Parties hereto. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this Agreement.
- G. Survival:** The following Sections shall survive expiration or termination of this Agreement: III.B. (License Restrictions), V. (Ownership), VII.A., B., and E. (Indemnification, Insurance, No Warranty & Limitation of Liability), VIII. (Confidential Information), X.A.4. (Assistance Following Notice of Termination, /Notice/Effect of Termination), and X.B.- O. (General Terms [from Applicable Law through Certification Regarding Debarment, etc.]).
- H. Waivers:** Failure by any Party to enforce a provision of this Agreement shall not be deemed a waiver of any other provision. A waiver will not be effective unless in writing signed by the waiving Party.
- I. Security:** SchoolMint certifies that it is FERPA and COPPA compliant and agrees to notsell or distribute any OUSD student or parent information. All communications from Web and mobile client to the server happens over a secure https channel. SchoolMint further certifies that all of its servers are in a private cloud and a secure database, avoiding any direct access from outsiders, and SchoolMint agrees that it shall encrypt any critical student information and shall

also implement a secure Role-based access control with solid authentication/authorization to avoid any data and information leaks.

- J. Force Majeure:** No party shall be liable to the other for any delay or failure to perform any obligation hereunder if the delay or failure is due to unforeseen events which occur and which are beyond the reasonable control of such party, including but not limited to natural disasters, Internet service provider failures or delays, strikes, war, acts of terrorism, riot, labor conditions, failure or diminishment of power or telecommunications or data networks or services, refusal of a license by a government agency, or inadequate State funding of OUSD.
- K. Piggyback/Rider Clause:** SchoolMint agrees to allow OUSD and other public agencies and school districts in the United States to purchase additional items, at the same terms and conditions that apply to this Agreement. Said agencies and school districts may order additional items/features in quantities and amounts as they deem necessary. Any liability created by Purchase Orders/Order Forms issued against or under this Agreement shall be the sole responsibility of the school district or agency placing the order, without OUSD having any responsibility to any third party therefor.
- L. U.S. Government:** The Services under this Agreement are considered to be commercial in nature, as defined in FAR Section 12.211 (Technical Data) and FAR Section 12.212 (Software). The rights afforded to any U.S. Government end users include only those rights as are made available to the public. Any use of the Services by the U.S. Government shall be solely in accordance with this Agreement.
- M. Entire Agreement:** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including but not limited to all pre-existing agreements, contracts, amendments, and work orders between OUSD and SchoolMint, but not including the OUSD's rights in the OEF-SchoolMint Agreement. Accordingly, OUSD and SchoolMint hereby expressly agree that the following agreements, contracts, amendments, and work orders between them are hereby terminated and replaced in full by this Agreement, which list OUSD and SchoolMint agree may not be exhaustive and is for example only: the Agreement entered into by the Board on May 10, 2017, OUSD Legislative File Number 17-0834. . This Agreement may not be modified or altered except by written instrument duly executed by all parties, subject to the qualification set forth in below Section X.M.1.
- N. Execution in Counterparts:** This Agreement may be executed in multiple counterparts by way of facsimile or Adobe pdf format, each of which shall be deemed an original and all of which together shall constitute one Agreement.
- O. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** SchoolMint certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement certifies that SchoolMint does not appear on the Excluded Parties List (<https://www.sam.gov/>).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the effective date and year first written above.

SCHOOLMINT, INC.

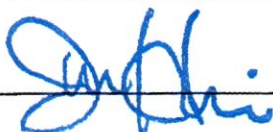
Jinal Jhaveri, Chief Executive Officer



Date 10/04/2017

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education



Date 10/11/17

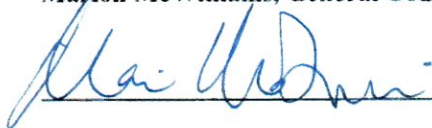
Kyla Johnson-Trammell, Superintendent & Board Secretary



Date 10/11/17

APPROVED AS TO FORM

Marion McWilliams, General Counsel (Oakland Unified School District)



Date 10/5/17

File ID Number: 17-2023
Introduction Date: 10-11-17
Enactment Number: 17-1444
Enactment Date: 10-11-17
By:

Exhibit A to the Software as a Service Agreement

SERVICE LEVEL AGREEMENT

- **Telephone Support.** SchoolMint will provide telephone support for the Services from 8 a.m. to 5 p.m. CST. SchoolMint can be contacted at the following toll-free telephone number: 1-844-287-2466
- **E-mail Support.** SchoolMint will also provide e-mail support 24 hours x 7 days to the following e-mail: support@schoolmint.com
- **Service Availability.** Licensor will use commercially reasonable efforts to maintain the availability of the Licensor System to the Company and Users as follows:

Service Category	Availability/Response Time
Monthly Availability <i>The availability percentage does not include interruptions due to Scheduled Downtime or Force Majeure</i>	99.9% monthly
Scheduled Downtime	12:00 am – 4:00 am Eastern Time once a month, or as SchoolMint otherwise notifies, no less than twenty-four (24) hours in advance.
Unplanned Outages (other than for system emergency)	Maximum 16 hours over a reference period of 1 year, excluding any Force Majeure events.
Unplanned Outages for system emergency	Maximum 36 hours over a reference period of 1 year, excluding Force Majeure events. SchoolMint will promptly notify OUSD's Chief Technology Officer and any other designated staff members of Oakland Unified School District of any Unplanned Outage (whether or not for system emergency), including a description of the Unplanned Outage and the expected or estimated time until normal operations will resume.
Frequency of back-ups <i>Customer review of back-ups is subject to additional fees</i>	One incremental back-up per day 7 days a week and one integral back-up once a week
Average time for remedy of incidents <i>Calculated as from opening until closing of a case</i>	< 4 hours

- **Error Correction and Response Times.** In the event OUSD's Chief Technology Officer or other designated staff members of Oakland Unified School report to SchoolMint any alleged bug, defect or error ("Problem") in the Services (the Severity Level to be mutually agreed upon), SchoolMint will respond to such reports as follows:
- **Severity 1 -** Any reported Problem where the majority of the end users for a particular part of the Services are affected, the Problem has high visibility, there is no workaround, and it affects Oakland Unified School District's ability to perform its business. SchoolMint will respond within one (1) hour of receipt of case and will provide resolution or workaround within four (4) hours.

- **Severity 2** - Any reported Problem where the majority of the end users for a particular part of the Services are affected, the Problem has high visibility, a workaround is available; however, performance may be degraded or functions limited and it is affecting revenue. SchoolMint will respond within one (1) hour of receipt of case and will provide resolution or workaround within 24 hours
- **Severity 3** - Any reported Problem where the majority of the end users for a particular part of the System are affected, the Problem has high visibility, a workaround is available; however, performance may be degraded or functions limited and it is NOT affecting revenue. SchoolMint will respond within four (4) hours of receipt of case and will provide resolution or workaround within three (3) business days.
- **Severity 4** - A single end user is severely affected or completely inoperable or a small percentage of end users are moderately affected or partially inoperable. The Problem has limited business impact. Provider will respond within twenty-four (24) hours of receipt of case and will provide resolution or workaround within six (6) business days.

In all cases, if resolution requires a SchoolMint bug fix, SchoolMint will add the bug fix to its development queue for future updates.

O Service Level Credits.

- OUSD shall be entitled to receive Service Level Credits as set forth in the table below in the event that SchoolMint fails to meet any Service Level in any Service Level Category in the table during the month.
- Failure to meet performance levels in System Availability category and/or Problem Response categories, arising out of or related to a single event or a related series of events shall be treated only as a failure in the Availability of System category for the purposes of payment of Service Credits pursuant to this Exhibit. In the event that unrelated events give rise to multiple failures, such failures will trigger applicable service levels in the affected measurement categories. In the event that SchoolMint fails to comply with Service Levels for three (3) consecutive months or for five (5) months in any twelve (12) month period, OUSD shall have the right to terminate this Agreement by providing written notice to SchoolMint.
- Service Level Credits in the table below are expressed as a percentage of the corresponding Monthly Service Charge for the Service in question, during the month in which the Service Level Credit applies.

CATEGORY		SERVICE LEVEL CREDIT (Weight)*
System Availability	< 97.5.00% per month	5%
System Availability	>97.5% but <98.5% per month	3.5%
System Availability	>98.5% but <99.5% per month	2%
Problem Response	Severity 1 - < 88% per month	5%
Problem Response	Severity 1 - >88% but < 98% per month	3%
Problem Response	Severity 2 - < 88% per month	3%
Problem Response	Severity 3 - <88% per month	1.5%

*The Service Level Credits are non-cumulative.

- O Exclusions** In addition to any Force Majeure events, SchoolMint shall have no liability for lack of availability due to: (a) outages caused by the failure of public network or communications components, (b) unauthorized use or misuse by OUSD users or anyone using any of OUSD users' passwords provided that SchoolMint has taken commercially reasonable steps to protect the Enrollment System and Services from unauthorized access, intrusion, and disruption, (c) failures or Problems caused by the actions or inactions of OUSD, its agents and any of its authorized users; provided however, that SchoolMint provides reasonable notice to OUSD if SchoolMint becomes aware of such action or inaction and SchoolMint is unable to perform under such circumstances, (d) As a result of SchoolMint's compliance with OUSD's written directions to perform the Services in a manner inconsistent with SchoolMint's obligations under this Agreement, and (e) failures resulting from equipment, software, network components or other resources provided by OUSD.

EXHIBIT B

Scope of Work Services Details

SchoolMint agrees to provide licenses and access to its SchoolFinder, SchoolApply, and SchoolEnroll cloud-based fully-hosted software applications as those tools are further described in Exhibit D (SchoolMint's response to RFI). SchoolMint's licensing and pricing is based on the assumption of 85 OUSD schools and approximately 36,000 students. SchoolMint will provide the following modules/ services as a part of this Agreement:

- * Implementation and hosting of SchoolMint's application, enrollment, and school finder software systems and all related customizations ("SchoolApply" "SchoolEnroll" and "SchoolFinder") for all OUSD schools
- * Customized themes and messaging
- * 10 custom reports
- * Data imports and data scripts
- * Training for all administrators at student welcome center and for everyone in the OUSD team
- * AERIES integration component with custom built service
- * Integration with OUSD School Chooser
- * Support services as outlined in the Service Level Agreement (Exhibit A) and Agreement

SchoolMint will also perform the additional functional customization services, generate the identified customized reports, and conduct the new policy testing algorithm identified on the following pages as described in tasks 1.0-8.1:

EXHIBIT B - Scope of Work			
Functional Customization Requirements			
Item #	Requirement	Customization Hours	Requirement To Be Implemented For Go Live?
1.0	Current Year Enrollment		
1.1	LCFF - Ability to see # of kids assigned at each grade level at each school	40	No
1.2	LCFF - Calculate LCFF averages by school	20	No
1.3	Ability to see class roster count by teacher for elementary schools	80	No
1.4	Ability to see real time seat availability for use by multiple welcome centers	40	No
1.5	LCFF Report School/Grade LCFF capacity	80	No
2.0	Student Lookup		
2.1	Display current STU LOG and schoolmint log that shows student application trail/info including our interaction with family etc.. This is called the change log in Schoolmint. This allows OUSD not have to hunt for student info in multiple systems, and screens. It's an audit trail of transactions - Combination of SM and Aeries for tracking transactions	120	Partially, but not a must for OUSD
3.0	Online Registration		
	4/17 MF Serc LCFF Meal Form info and the link to the LCFF meal form database	TBD	No
Technical Integration/Customization Requirements			
4.0	Technical Integration - Aeries		
4.1	Master Schedule Information appears on current year enrollment screen	TBD	No
4.2	Student application lookup includes all information currently brought from Aeries to SM for that student on one screen (Student Profile Page) including a Notes/Comments field	20	Yes
4.3	Ability to make real time sync between Aeries and SM. When a specialist approves info in SM, we want any applicable changes to appear in realtime in Aeries	20	Yes
4.4	When parent submits application, in real time pass data to aeries to create new students in Aeries for new SchoolMint users who are not already OUSD students	60	Yes
4.5	When currently enrolled or returning parent submits application, in real time pass data to aeries to update student record in Aeries for new SchoolMint users who are already OUSD students	40	Yes
4.6	Late App & Appealed Placements: After parent confirms provide batch files or write into aeries to assign student to confirmed school assignment.	40	Yes
4.7	On-time Applications: Post confirmation provide file or write into Aeries to assign student to confirmed school assignment	20	Yes
4.8	New year Aeries Rollover	TBD	No

Exhibit B - Scope of Work			
Functional Customization Requirements			
Item #	Requirement	Customization Hours	Requirement To Be Implemented For Go Live?
4.9	The API write over should update the log table in aeries before the update is made in aeries, if Eagle Software confirms that this is possible through an API.	20	Yes
4.10	Update API to match our Aeries update cycle.	20	Yes
4.11	For read API check all students and rank them based on status tag (TG) take that student, if there are multiple active students select RDT (record date.) If there are are no active students, select the most recent student in sites 100-399. If there are no students in that range, select from any student with any site number. including 800 This will be active and inactive.	40	Yes
4.12	Schoolmint needs to decide what SC # to provide to the eagle API, they will need to do this based on current grade - 1 through 5, use 199. 6-8 use 299, 8-11 use 399	40	Yes
4.13	We need to have HL be derived from: Answers to the Home Language Survey Logic is that the HL is English, only if all languages are English, otherwise language is majority of non-english languages	40	Yes
		740	

Exhibit B - Scope of Work
CUSTOMIZED REPORTS

	ALSO Report/File Name	Customization Hours	Requirement To Be Implemented For Go-Live?
5.1	Lottery Reporting - Rpt_17_Lottery_Persistence_as of 2015_1006_1240	40	Yes
5.2	Lottery Reporting- Rpt_02_Options_Getting_ChNo asof 2016_0405_1500	20	Yes
5.3	Lottery Reporting- Rpt_04_OptionsChoosers_wo Defaults_asof_2016_1003_141 0	20	Yes
5.4	Lottery Reporting- Rpt_12_LotteryApplicants_Admi ttedToFirstChoice_asof_2015_0 904_1720	20	Yes
5.5	Lottery Reporting- Rpt-05 Applicant's Choosing wi GEO_0405_1500.xls	5	Yes
5.6	Pre Scheduling(CET to AERIES) - Rpt_00_NS_File_for_Aenes_Pr eSched asof 2017_0309_1450	10	Yes
5.7	Pre Scheduling(CET to AERIES) - PreSched1234_0531_0830.xls	10	Yes
5.8	SPACE MANAGEMENT -(RED_YELLOW) PlanActual_asof_0606_1350pg. xls	10	Yes
5.9	SPACE MANAGEMENT -(RED_YELLOW) PlanActual_asof_0606_1350pg. xls	10	Yes build/test no later than Nov/Dec
5.10	SPACE MANAGEMENT -LCFF_asof_0104_0800.xlsx	10	Yes build/test no later than Nov/Dec
5.11	SPACE MANAGEMENT -LCFF_asof_0104_0800.xlsx	10	Yes
5.12	CETWeb_CONFIRM_RECAP. xls	40	Yes

Exhibit B - Scope of Work re CUSTOMIZED REPORTS

	CUSD Report/File Name	Customization Hours	Requirement To Be Implemented For Go Live?
5.13	CUM_Lottery Output report	N/A	Yes
	Total	205	

Item #	Library Capital Item	Funding Source	Are we implementing this strategy?
6.1	Prioritize higher performing feeder for low performing schools	80	No
	Total Hours	80	

**EXHIBIT C: PAYMENT TERMS
 AGREEMENT BETWEEN SCHOOLMINT, INC., AND THE OAKLAND UNIFIED
 SCHOOL DISTRICT FOR SOFTWARE AS A SERVICE**

Licensing Fees for 2017-2018 School Year				
School Finder Annual Renewal	July 1, 2017 - June 30, 2018	\$13,500	Nov. 1, 2017 Feb. 1, 2018 May 1, 2018	Dec 1, 2017 March 1, 2018 June 1, 2018
School Apply Annual Renewal	July 1, 2017 - June 30, 2018	\$110,000	Nov 1, 2017 Feb. 1, 2018 May 1, 2018	Dec 1, 2017 March 1, 2018 June 1, 2018
School Enroll Annual Licensing Fee	July 1, 2017 - June 30, 2018	\$48,750	Nov 1, 2017 Feb. 1, 2018 May 1, 2018	Dec 1, 2017 March 1, 2018 June 1, 2018
Licensing Fees for 2017-2018:		\$172,250		
Customization Fees 2017-2018 School Year				
School Apply/Enroll/ Technical Integration & Functional Features	740	\$62,900	Monthly	January 1, 2018
School Apply/Enroll Reports	205	\$17,425	Monthly	January 1, 2018
School Apply/Enroll Policy (Algorithm)	80	\$6,800	Monthly	January 1, 2018
Customization Total Fees for 2017-2018:		\$87,125		
<p>Per contract terms customization costs should not exceed \$100,000 without a change request order approved and signed by Oakland Unified School District. The hourly rate should not exceed \$85.00 per hour. Detailed specifications for the customizations and costs are listed in Scope of Work Exhibit B of the Master Agreement Between SchoolMint, Inc. And Oakland Unified School District For Software As A Service.</p>				
Total Fees for 2017-2018:		\$274,375		

**EXHIBIT C: PAYMENT TERMS
 AGREEMENT BETWEEN SCHOOLMINT, INC., AND THE OAKLAND UNIFIED
 SCHOOL DISTRICT FOR SOFTWARE AS A SERVICE**

Licensing Fees for 2018-2019 School Year				
School Finder Annual Renewal	July 1, 2018 - June 30, 2019	\$13,500	July 1, 2018 Nov. 1, 2018 Feb. 1, 2018 May 1, 2018	Aug 1, 2018 Dec 1, 2018 March 1, 2018 June 1, 2018
School Apply Annual Renewal	July 1, 2018 - June 30, 2019	\$125,000		
School Enroll Licensing Fee	July 1, 2018 - June 30, 2019	\$195,000		
Total Costs for Licensing Fees for 2018-2019:		\$333,500		

Exhibit D to the Software as a Service Agreement

DATA SECURITY

1. Introduction.
 - 1.1 **Order of Precedence.** This Exhibit is part of the Agreement. The terms of the Agreement will prevail over any conflicting terms in this Exhibit.
2. Definitions.
 - 2.1 In this Exhibit:
 - (a) "Applicable Laws" means all privacy, data security, and data protection laws, directives, regulations, and rules in any jurisdiction applicable to SchoolMint.
 - (b) "Applicable Standards" means government standards, industry standards, and industry practices applicable to SchoolMint and the Services under the Agreement.
 - (c) "Personal Information" means (i) any information about an identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Information includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, IP addresses, network and hardware identifiers, and geolocation information.
 - (d) "Protected Information" means Personal Information that SchoolMint may access in performing Services. Protected Information does not include the parties' business contact information (specifically, business addresses, phone numbers, and email addresses) including the party's contact persons' names used solely to facilitate the parties' communications for administration of the Agreement or any publically available information.
 - (e) "Security Incident" means an actual or reasonably likely loss of or unauthorized disclosure, access, or use of Protected Information.
 - 2.2 All capitalized terms that are not expressly defined in the Exhibit will have the meanings given to them in the Agreement.
3. **3. Compliance with Laws; Use Limitation; Privacy Notice.**
 - 3.1 **Use Limitation.** SchoolMint will access Protected Information solely to fulfill its obligations under the Agreement.
 - 3.2 **Privacy Notice.** SchoolMint will provide a clear and conspicuous privacy notice to such individuals that accurately describes how it collects, uses, and protects that information.
4. **Safeguards.** SchoolMint will maintain the following administrative, technical and physical controls designed to ensure the privacy, security, and confidentiality of that information ("Safeguards"):
 - physical access controls designed to secure relevant facilities, infrastructure, data centers, hard copy files, servers, backup systems, and equipment (including mobile devices) used to access Protected Information, including controls to prevent, detect, and respond to attacks, intrusions, or other system failures;
 - user authentication and access controls within operating systems, applications, equipment, and media;
 - personnel security policies and practices restricting access to Protected Information, including background checks consistent with Applicable Law on all personnel who maintain, implement, or administer its information security program and Safeguards; and
 - continuous monitoring of networks, systems, and devices (including services) to ensure the privacy, confidentiality, security, integrity, and availability of the Protected Information.
5. **Encryption Requirements.** SchoolMint will encrypt all Personal Information that is (a) stored on portable devices or portable electronic media; (b) stored or maintained outside of its or a customer's physically-secured facilities, excluding hard copy documents; or (c) transferred across any network other than an internal company network owned and managed by SchoolMint.
6. **Access Controls.** SchoolMint will:
 - (a) maintain reasonable controls to ensure that only individuals who have a legitimate need to access Protected Information under the Agreement will have such access,

- (b) promptly terminate an individual's access to Protected Information when such access is no longer required for performance under the Agreement;
 - (c) log the appropriate details of access to Protected Information on its systems and equipment, and retain such records for a reasonable length of time in accordance with Applicable Law; and
7. **Training and Supervision.** SchoolMint will provide reasonable ongoing privacy and information protection training and supervision for all its personnel who access Protected Information.
8. **Security Incident Response.**
- 8.1 **Security Incident Response Program.** SchoolMint will maintain a reasonable incident response program to respond to Security Incidents, a current copy of which is attached hereto as Addendum 6. Updated copies will be provided to Licensee within thirty (30) days of release.
 - 8.2 **Notice.** If SchoolMint has reason to believe that a Security Incident has occurred, it will notify its customer and provide a description of the details known about the Security Incident.
 - 8.3 **Investigation, Remediation.** SchoolMint will (a) investigate and remedy the Security Incident; (b) remediate the root cause of the Security Incident; and (c) identify relevant contact people who will be reasonably available until the parties mutually agree that the Security Incident has been resolved.
 - 8.4 **No Unauthorized Statements.** Except as required by law, SchoolMint will not make any statement concerning the Security Incident that references any customer, unless explicit written authorization is provided to SchoolMint by such customer.
9. **Legal Process.** If SchoolMint becomes legally compelled by a court or other government authority to disclose Protected Information, then to the extent permitted by law, SchoolMint will provide any applicable customer with sufficient notice of all available details of the legal requirement and reasonably cooperate with such customer's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, at such customer's sole cost and expense.
10. **Additional Security Specifications**
- 10.1 **Network Access Controls**
 - (a) **Logging and Monitoring.** SchoolMint will log and monitor the details of access to Protected Information on networks, systems, and devices operated by SchoolMint. SchoolMint's logging and monitoring systems will meet Applicable Standards.
 - (b) **Malware Controls.** SchoolMint will maintain reasonable and up-to-date controls to protect all networks, systems, and devices that access Protected Information from malware and unauthorized software.
 - (c) **Security Patches.** SchoolMint will maintain controls and processes designed to ensure that networks, systems, and devices (including operating systems and applications) that access Protected Information are up-to-date, including prompt implementation of all security patches when issued.
 - (d) **User Account Management.** SchoolMint will implement reasonable user account management procedures to securely create, amend, and delete user accounts on its networks, systems, and devices.
 - 10.2 **Vulnerability Testing, Security Audits, Reports.**
 - (a) **Vulnerability Testing.** Periodically, SchoolMint will have an accredited third party perform manual and automated vulnerability testing, as appropriate, on all its networks, systems, software and devices used to access Protected Information, including penetration testing based on recognized industry best practices and will address the security issues identified in such test or report.
 - (b) **Security Audits.**
 - (i) SchoolMint will conduct an annual security audit of its Safeguards covering all relevant networks, systems, devices, and media used to access Protected Information.
11. **Retention and Destruction of Protected Information.**
- 11.1 **Retention.** SchoolMint will not store or retain any Protected Information except as necessary to perform Services under the Agreement. If requested, SchoolMint will return a copy of Protected Information.
 - 11.2 **Destruction.** Within a reasonable amount of time after of the Agreement's expiration or termination, SchoolMint will destroy all copies of Protected Information; provided that SchoolMint may retain a copy of the Protected Information for so long as required by Applicable Law.

SchoolMint

EXHIBIT E
to the
Software as a Service Agreement

Common Application and Enrollment Management Tool

1. Business Description

a: Company Name: SchoolMint Inc.

b: Address: 171 2nd Street 4th floor, San Francisco, CA 94015

c: Website: www.schoolmint.com

d: Company Description and History:

SchoolMint helps schools and families manage admissions and communication, simply and securely. The SchoolMint recruitment, application and enrollment platform, available on web, iOS (phone and tablet) and Android (phone and tablet) is trusted by thousands of schools in 75 cities and 3 countries and is used by hundreds of thousands of families—making the process of application and enrollment streamlined, simple, and accessible. It is also used by cities like Camden, Cleveland, NYC and St. Louis to manage a common application and enrollment process for their public district and charter schools.

SchoolMint is venture funded by Imagine K12, NewSchools Venture Fund, Runa Capital, Kapor Capital, Crosslink Capital, Romulus Capital, Fresco Capital, Ed Mentor, Inspire Investment Group, Innovate Foundation, and several prominent angel investors.

Our History

In 2011, Forum and Jinal (founders of SchoolMint) set out to enroll their daughter to a school in Oakland. It was a frustrating process that involved filling out multiple applications for each school, tons of paper forms for enrollment, the occasional need for whiteout, and lots of standing in line, being on the phone, and waiting. Communicating with schools was an even bigger hassle. As co-founders of Log(n) (www.logn.co), a design and engineering firm that specializes in education technology, they had built several custom systems for schools throughout the country, but it was not until this moment that they realized all schools and families could benefit from a streamlined and modernized admissions and communications tool. Shortly afterwards, SchoolMint was founded.

e: SchoolMint Product Modules and Services

SchoolMint School Finder

A tool available on web and mobile phones and tablets (native, customizable applications) that helps families locate and learn about great public, private, and charter schools in their community. Searches can be filtered by school type, grades offered, ranking, and other valuable criteria. SchoolMint School Finder can be customized for districts/cities and can be extended with more functionality and filters unique to user demographics. Additionally, the user interface can be

modified, and the algorithm adjusted to provide custom search and matching based on the unique needs of a district/city.

Application and Enrollment System—Recruitment, Admissions, Enrollment and Year-Round Forms

An end to end student recruitment, application and enrollment solution for families and schools. With a single account, families can submit applications for multiple children to multiple schools, rank their preference, track application status, respond to offers, and fill out additional enrollment forms. Through a robust portal, schools can view all submitted applications, configure rules around admission priorities, import school assignments from external systems and assign schools to students, manage applicant data, view insights into applicant demographics, and much more. Schools can also use this system to collect other year-round forms from parents, as well as create events that parents can RSVP to attend.

Waitlist and Lottery Management System

Our lottery tool makes it easy for districts to design and configure multiple lotteries that can take into various lottery preferences, timelines, and applicant types. Lotteries are run through a SchoolMint algorithm customized for each city's common enrollment, school district or charter organization based on their preferences, and waitlists are dynamically updated and managed using these preferences. Our Lottery and Waitlist Management System also supports importing of lottery and assignment results from a third-party system.

Communications and Payments

Schools can keep families informed with text messages, phone calls, and email. Messages can be saved as templates for quick re-use, and all messages are stored in a communications log, so schools can easily see the status and results of their outreach efforts. Through our payments module, schools can easily accept payments from families during the enrollment process.

SIS and Other Third-Party Integrations

SchoolMint integrates with several Student Information Systems and other third-party systems providing a seamless way to transfer the data bi-directionally between the systems. We have direct / indirect integrations with companies like PowerSchool, eSchoolPlus, Chalkable, Alma, Skyward, Illuminate and Aeries.

SchoolMint Services—Custom Web and Mobile Design and Development

SchoolMint operates an in-house consulting firm, Log(n), that provides product design and engineering of custom experiences and products for schools and edtech companies seeking intuitive and demographic appropriate user interfaces for both web and mobile. Some examples include a guided search tool for New York City public high schools, a School Finder for New York City high school students, a School Finder for Camden, a School Finder for Oakland, a platform for building custom e-textbooks, learning games and applications for K-12, a blended learning platform for K-12 schools, and many others.

f: SchoolMint Market and Customers:

SchoolMint is an education technology product and services company. Our customizable application and enrollment management system is used by more than 1,800 public schools, independent schools, and charter schools throughout the United States and Latin America. This includes more than 22 charter schools in Oakland which are part of organizations like Aspire Public Schools, Education For Change, Lighthouse Academies, Envision Education, North Oakland Community Charter Schools, Oakland School for the Arts, East Bay Innovation Academy, KIPP Bay Area,

Castlemont, and others. Our services provided by our in-house consulting firm Log(n) are used by more than 200 clients across the US including various districts and educational organizations like Google, Pearson, Rocketship Education, Great Hearts Academies, The Philadelphia School Partnership, The Heckscher Foundation for Children (for NYC schools), Edmodo and many others who are committed to making a positive and lasting impact on education for millions of students.

g: SchoolMint Locations:

SchoolMint is headquartered in San Francisco, CA and have additional teams in New York and Costa Rica.

h: Number of Employees:

SchoolMint and its consulting division Log(n) have a combined total of 60 employees, 25 of whom are devoted to custom development projects such as this one with Oakland.

i: Contact Information:

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2. Functionality and Fulfillment of Needs for OUSD Common Application

Accessibility via web, Smartphone and Tablets

SchoolMint is a "responsive" web application (that works on Web, Android / iOS Mobile Phones and Tablets) and also has native applications that are optimized for mobile usage.

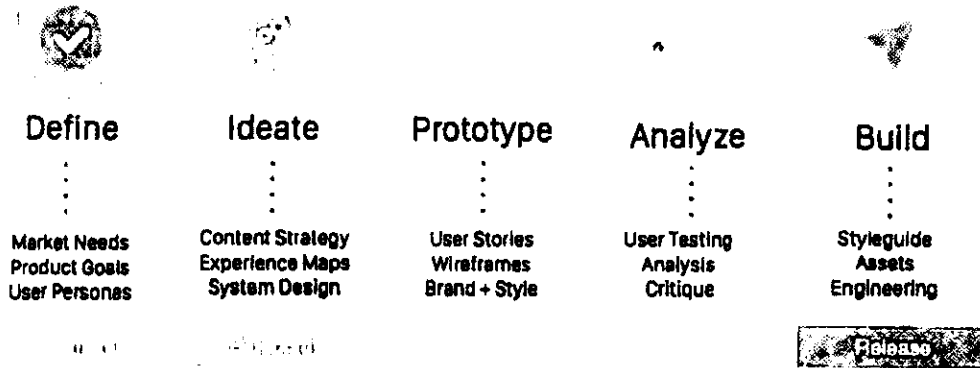
Intuitive, clean design.

Our design team relies heavily on standards and best practices in UX. We believe good design is simple and intuitive—especially for common enrollment solution where the system caters to a wide range of families with various levels of technical proficiency and access to technology. With our experience working with more than 2000 schools, we have adopted several UI patterns that are optimized to serve a wide range of users.

Easy-to-navigate flow with simple features.

Our process puts an emphasis on rapid prototyping and testing with real users, which means that we are constantly getting feedback on both the usability and the usefulness of features. We look to familiar flows where we can, and we test new ideas with users frequently. This results in features that cut to the point, and flows that make sense to users because they are designed in collaboration with users.

Our Process



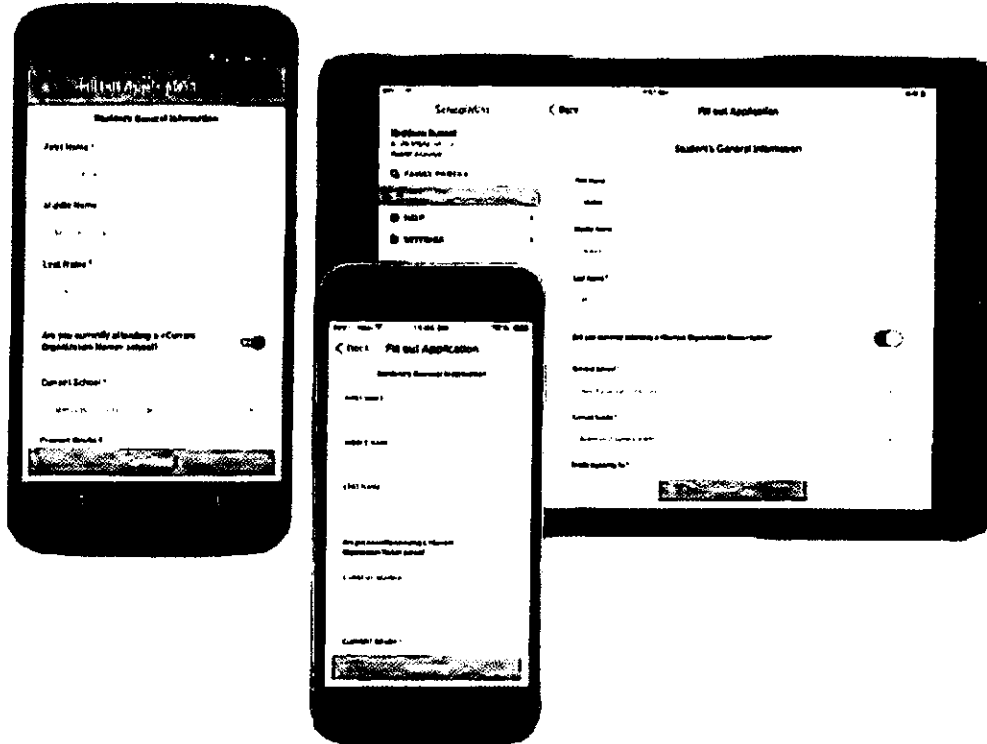
Consistency of design across all pages/sections in a design theme that fits targeted market segments.

Through user interviews and market analysis, we generate personas of key users at the start of the project, and these are used to develop different design themes that will resonate. Once we've picked a direction, we create a style guide that details all of the main elements within a product, and all pages and layouts utilize those elements. This ensures consistency in design, and also reinforces trust in the user.

Parent Functionality (Web and Mobile)

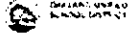
To serve a wide range of parent communities (including low and high income families), our system makes the parent flow extremely intuitive, mobile friendly and simple. The parent user-interface on web and mobile allows parents to have one single family account (to avoid confusion when they are applying for multiple students) and allows them to sign up using their email or phone numbers. This is extremely important as a lot of parents do not have broadband at home, though

most low-income families do have smart phones with SMS/text functionality enabled.



A few sample screenshots of what parents see inside SchoolMint for Mobile.

Languages: The SchoolMint platform supports many languages, including Spanish, Vietnamese, Chinese, and Arabic. Additional languages can be added upon request.



Student Information

Parental Settings

Child Application

Parent Application

- English
- Spanish
- Portuguese
- French
- Chinese
- Arabic

Please select the school year you would like to apply to

2018-2019

Please click on your student's name

Child Test

March 2018

Student Dashboard: The Student Dashboard gives parents a high-level overview of the applications they've submitted for all of the children in their family. This makes it easy to see what actions are needed and understand the full admissions picture.

Student Dashboard

Roberto Test | Log New Student Application

Current Term	Current Grade	Next Grade
2018-2019 Elementary	1st Kindergarten	2nd Grade
East Oakland PRIDE Elementary (Undergertent)	1st Kindergarten	2nd Grade
<input type="checkbox"/> New Student <input checked="" type="checkbox"/> School Year 2018-2019 <input type="checkbox"/> Update 2018-2019		
Future Elementary (Undergertent)	1st Kindergarten	2nd Grade
<input type="checkbox"/> New Student <input checked="" type="checkbox"/> School Year 2018-2019 <input type="checkbox"/> Update 2018-2019		
Deborah Elementary (Undergertent)	1st Kindergarten	2nd Grade
<input type="checkbox"/> New Student <input checked="" type="checkbox"/> School Year 2018-2019 <input type="checkbox"/> Update 2018-2019		

Selecting Schools: Parents can view in real time the distance a school is from their home using the interactive map. They can easily sort schools based on such factors as school name or distance from

home, and choose schools based on their selection criterion. The number of schools a parent is allowed to select can also be limited to 6 schools per student.

Enrollment System

Map

Search up to 6 schools to apply to

Name	Address	Grade	Distance	Capacity	Status
Alameda Elementary	1234 5th St	1-5	1.2	150	Open
Franklin Elementary	5678 9th St	1-5	2.5	100	Open
Washington Elementary	9012 3rd St	1-5	3.8	200	Open
Lincoln Elementary	3456 7th St	1-5	1.8	120	Open

Integration with School Finder

The Oakland School Finder directly integrates with the SchoolMint Enrollment tool. Families can seamlessly transition from learning about school options to submitting their application to these schools. Parents can also favorite schools and RSVP to school or district events, which can be then be viewed in the Enrollment tool.

Have questions or need help? Call Us at (510) 273-1600

Student Dashboard

Roberto Test | Add Application | View Application

Merritt Elementary School

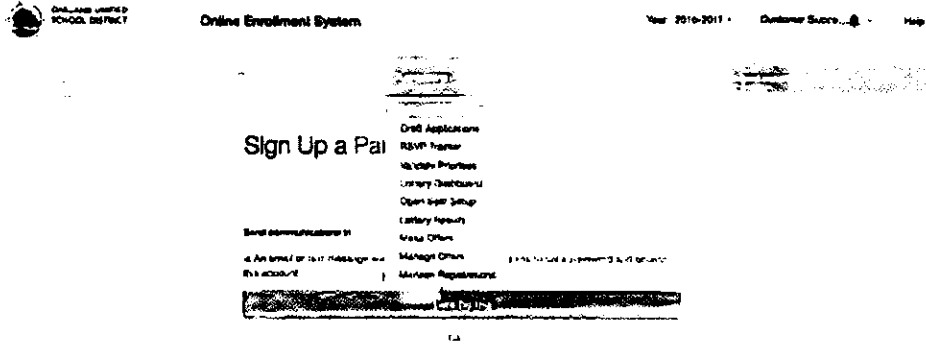
1234 5th St | 1-5 | 1.2 | 150 | Open

Admin Functionality

Our customizable admin portal emphasizes easy to use UI patterns that allow admins (both central admins and school specific admins) to make their day-to-day interactions with the system very efficient and intuitive.

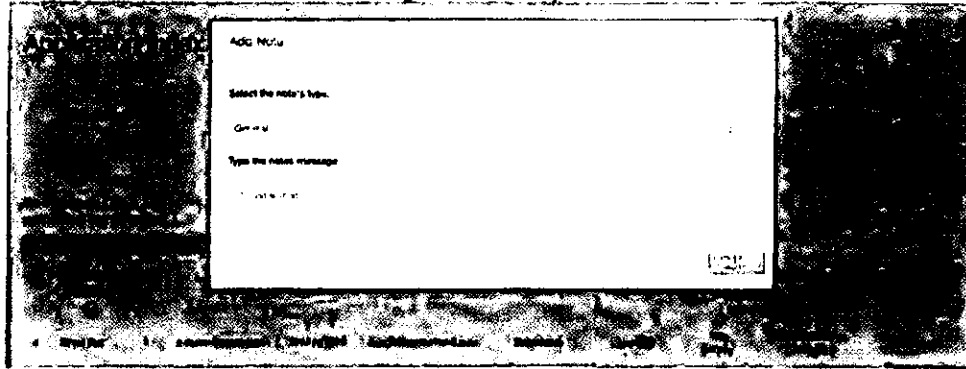
Admins can easily enter all information and submit an application on behalf of parents. They can add notes to student accounts to record information such as a conversation with a parent or capture the reason a student declined a school assignment. Admins can also view, apply and validate priorities, such as sibling preference and neighborhood preference.

Applications: Admins can create family accounts and submit applications on behalf of parents.

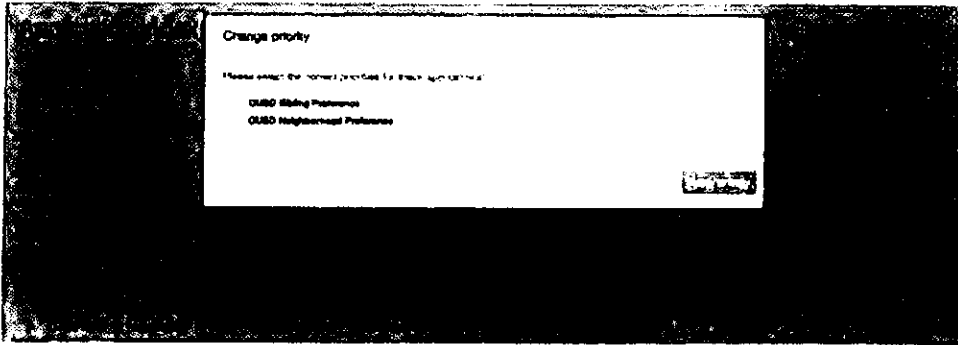


Existing Accounts without an Application

Notes: Admins can add notes to student accounts. Admins can then quickly access a comprehensive list of these notes through a custom report.



Priorities: SchoolMint can automatically assign priorities to applications based on student address and if the student has a sibling enrolled at an OUSD school. Admins can then validate the priorities, and if appropriate, can manually add or remove priorities to ensure an equitable lottery process.



The admin interface can be customized based on the role of the admin. Our system is flexible in allowing creation of different types of roles with Role Based Access Control, including a super-administrator (full access to the system), district / CMO administrator, school administrator and even a volunteer.

Reports

Admins have access to a wide variety of reports to help them quickly analyze and understand their data, and take immediate next steps. Super-administrators can see data across all schools, while school specific admins can see data related specifically to their school. All reports can be exported to a .csv file for further exploration.

Total Number of Applications: See how students submitted an application, and how many school selections were made.

Application Dashboard

Use this dashboard to see applicant numbers per school and per grade.

Total Schools: 43

Display Of All Applications: 7424

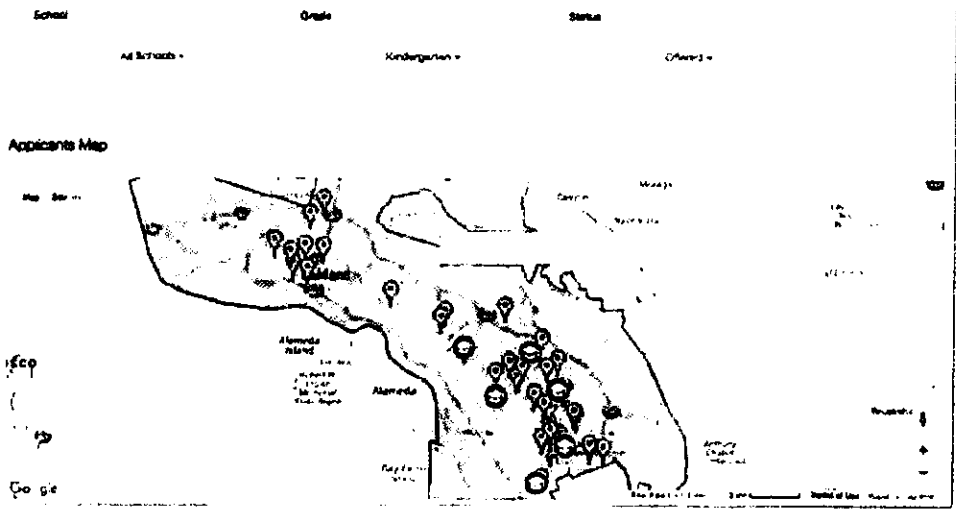
your results by school, then click on

none selected

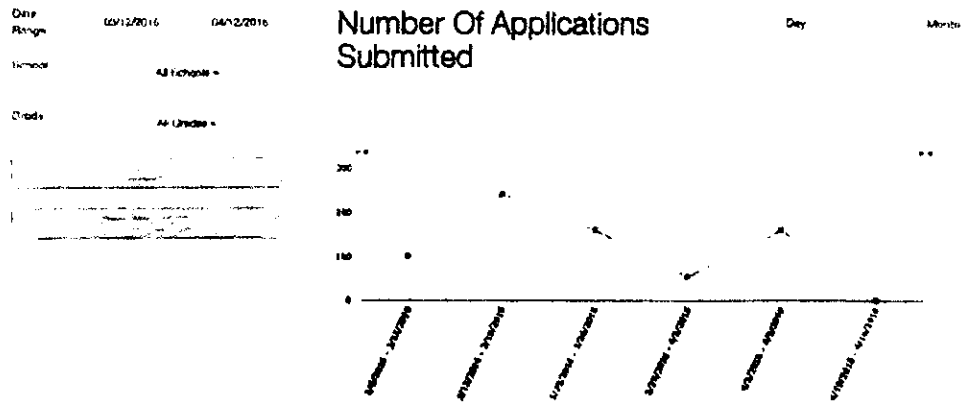
View numbers for students who submitted to only one school / grade

	1	2	3	4	5	6	7	8	9	10	11	12	Total	
Unsub Applications	970	350	205	185	285	277	197	171	143	328	180	64	39	3288
Total Applications	2285	851	487	416	800	827	624	388	392	1167	180	108	48	7424
Grand Total	1	16	34	34	34	34	34	34	34	34	34	34	34	34
Orleans Elementary	24	0	4	0	3	0	4	0	0	0	0	0	0	35
Oakland High School	0	0	0	0	0	0	0	0	0	200	64	48	16	328
Trask College Now	207	48	17	25	62	44	0	0	0	0	0	0	0	397

Applicants Map: Identify geographic patterns for how schools are receiving applications.



Number of Applications Submitted: Schools and the district can use this report to see if certain events or campaigns influenced application submissions, and can proactively plan to have additional support at peak submission times.



Demand Report: Each school can see how parents ranked their school during the selection process, and the district can see which schools have the greatest demand.

Demand Report

Number of applicants by school and by current grade level

Current School	App 1	App 2	App 3	App 4	App 5	App 6	App 7	App 8	App 9	App 10	App 11	Total Number of Applicants	Total
Chesland Elementary	281	118	39	17	4	1	1	0	0	0	0	30	453
9	183	83	24	11	4	1	1	0	0	0	0	18	326
10	33	20	4	0	0	0	0	0	0	0	0	7	64
11	24	10	1	0	0	0	0	0	0	0	0	3	46
12	11	2	0	1	0	0	0	0	0	0	0	2	16
Fremont High School	0	0	2	0	1	1	0	0	0	0	0	0	18
Oakland High School	0	0	5	2	0	0	0	1	0	0	0	2	27

Applicants By Current School and Grade: Allows admins to view how many students in their school have submitted an application to another school within the district. It also ensures that students in transition grades are actively submitting applications for their next grade.

Applicants By Current School And Grade

Number of applicants by current school and current grade that have submitted an application by the current year

Current School	App 1	App 2	App 3	App 4	App 5	App 6	App 7	App 8	App 9	App 10	App 11	App 12	Total
Alameda Elementary	0	24	12	0	0	0	0	1	0	0	0	0	160
Hickory Elementary	0	2	4	1	0	10	7	4	10	21	21	0	123
La Escuelita Elementary	0	11	10	13	15	17	20	6	14	1	0	0	134

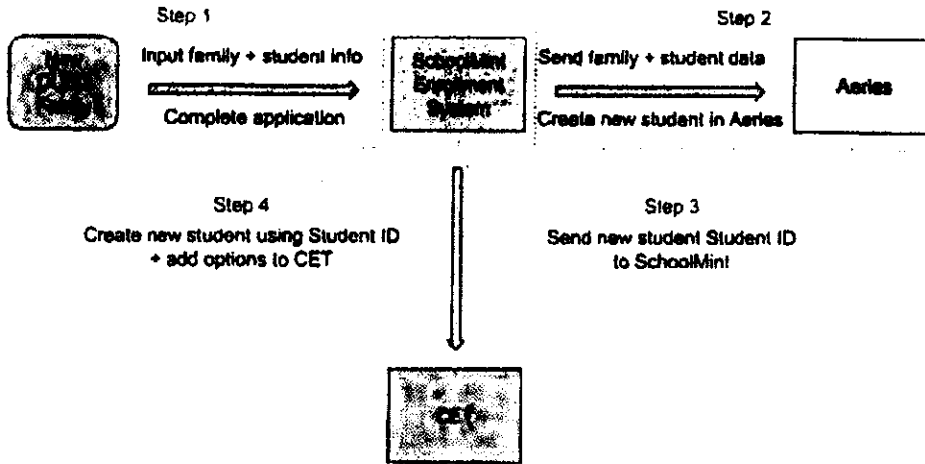
Integrating SchoolMint with OUSD systems to ensure OUSD has a single point of data entry.

SchoolMint is built as a platform with a flexibility to integrate with other third party systems. We have integrations that we can leverage to import information from OUSD systems like Aeries as well as other SISes used by charter schools in Oakland. We have integrations built to write a part of the enrollment information back to these SISes. We also have import functionality to import the Assignment results via API / File imports. These integrations will ensure that there is only one point of data entry avoiding redundant input of data in multiple locations. Considering OUSD's Aeries is installed on a hosted serve, SchoolMint will be developing a custom component that will be installed to facilitate two way datasync for OUSD.

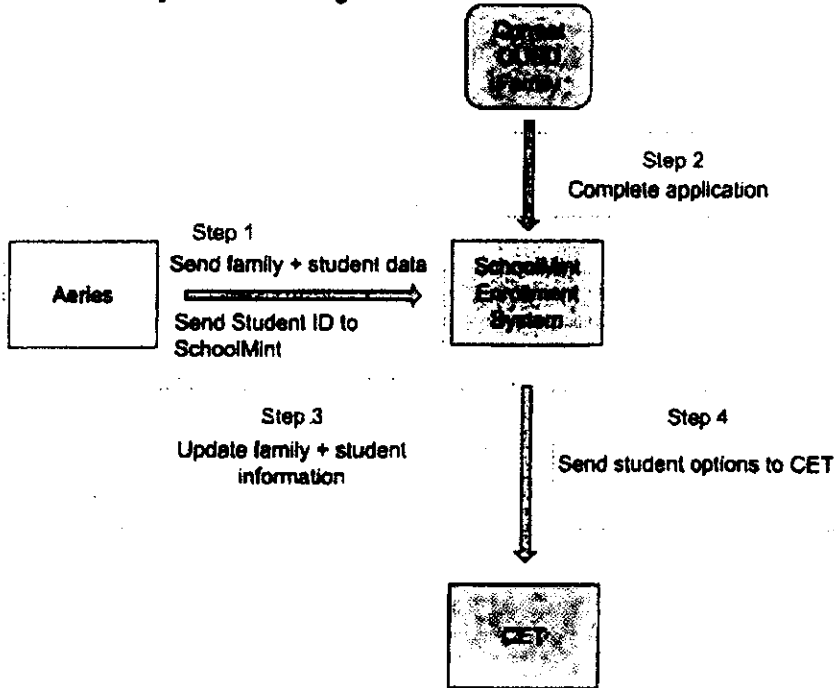
Our system offers REST-based APIs. All of admin facing, parent facing, integration features and reporting features are available via these APIs. Our user interfaces (for Web and Mobile) are also the consumers of these APIs. We also have APIs to export the applications, import assignments and waitlists.

The below diagrams highlight how data will be shared between Aeries, SchoolMint, and the Central Enrollment Tool (CET).

New OUSD Family - Data Sharing Process

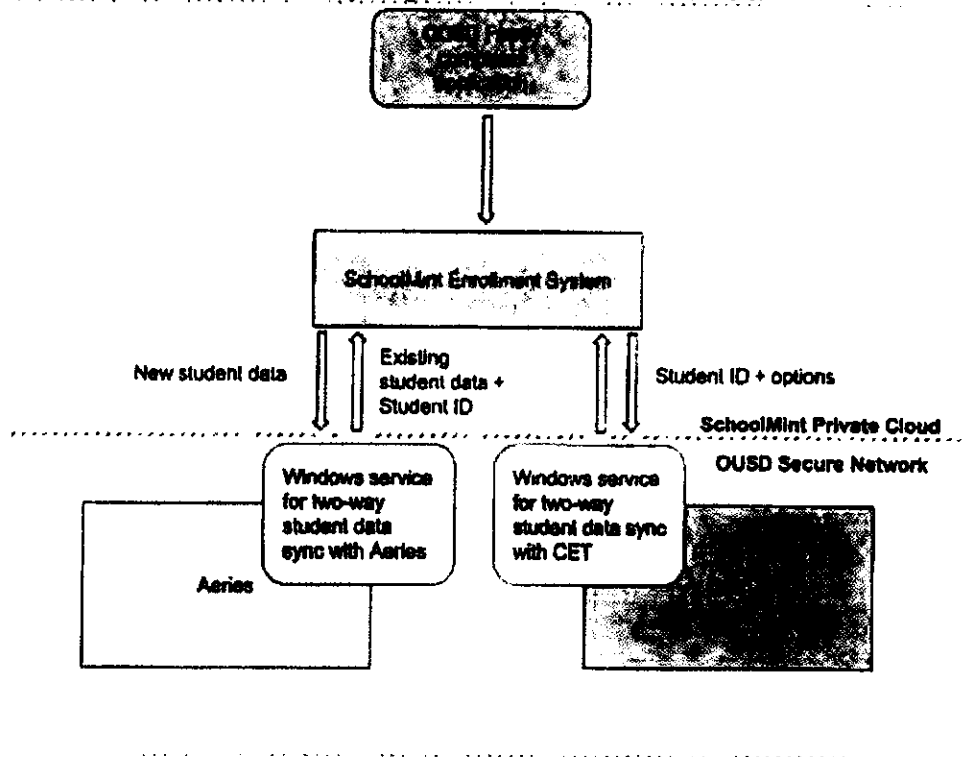


Current OUSD Family - Data Sharing Process



Data Sharing Process Details

SchoolMint has partnerships with various SIS providers, including Aeries, allowing us to work closely with their teams to make the two way integration seamless for our customers.



Platforms and applications SchoolMint has successfully integrated with

We have successfully integrated with platforms like PowerSchool (direct integration via API), eSchoolPlus (Direct Integration via API), Illuminate (integration via file exports), Infinite Campus (integration via data exports and ETL), School Master (integration via exports), Aeries (Integration via custom two-way sync that sits on districts servers), Clever (integration via API) and Skyward (integration via ODBC). Some of the integrations are through direct APIs and others are through import / export depending on whether these SISes do provide APIs or not. SchoolMint is also a preferred partner for a number of these companies.

Engaging and supporting clients before, during, and after implementation

We place a strong emphasis on collaboration and communication. At the start of every project, we'll hold a project kickoff meeting with key stakeholders. At this meeting, we'll introduce team members, discuss goals, detail features, and establish a desired cadence for our work based on the timeline and team availabilities.

Our work is broken down into two-week-long sprints, wherein we complete a set of features and tasks established at a "sprint planning meeting." Several mini-releases to a test environment are done throughout the week so clients can test and review progress and provide feedback. At the end of each sprint, we have a full-team review and plan work for our next sprint. We do provide a test environment for our clients to review the progress and demo the work to a wider group of stakeholders.

We use Google Docs to keep documentation in a centralized place that is easily accessible and collaborative, and we schedule weekly or bi-weekly check-ins with clients to review.

As we get closer to launch, we provide support in the preparation of marketing and training materials and demonstrations to school administrators, parents, and others. We can lead these in-person or over conference calls, with recordings to distribute.

Pricing

Our pricing for "common app" is based on the following assumptions

Number of OUSD Schools: 85
Total number of students: 36,000

SchoolMint will provide the following modules / services as a part of the implementation

- Implementation of SchoolMint common app for all OUSD schools
- Customized themes and messaging
- 10 custom reports
- Data Imports and data scripts
- Training for all admins at student assignment center and for everyone in the OUSD team
- Aeries Integration with custom built service
- Integration with OUSD School Chooser

One time implementation fee (one time only): **\$55,000**
Yearly subscription Fees (year 1 onwards): **\$106,250**

Optional features and services:

- Language Support: \$500 per new standard language (one time fee). \$2500 per new non-standard languages (e.g Khmer)
- Custom Mobile App Support : \$25,000 per year (the existing schoolmint app is available at no additional cost)
- Paper Design: \$900 (~15-20 hrs of design work)
- Additional charter school: \$1250 per campus
- CET Integration with custom built service (\$15,000)

3. Relevant Client Work

We've worked with a number of clients in the education technology space, and have built common application and enrollment system very similar to the one requested. Here are some examples:

Camden City School District

Platforms: Web, Mobile

Location: Camden, NJ

Size: 47+ schools

Project Duration: 6 months

Contact: Citywide Common Enrollment Manager, Abby McCartney AMcCartney@camden.k12.nj.us

Client Team Members (number of people at client location): 3

Client Cost of Ownership: \$150,000+ per year

Description:

We worked with the Camden City School District to implement a city-wide school chooser and a common enrollment solution for all their public, charter, renaissance, and magnet schools.

Cleveland Metropolitan School District

Platforms: Web, Mobile

Location: Cleveland, OH

Size: 101+ schools

Project Duration: 6 months

Contact: Executive Director, School Choice and Enrollment Kevin Alin
(Kevin.Alin@clevelandmetroschools.org)

Client Team Members (number of people at client location): 3

Client Cost of Ownership: \$450,000+ per year

Description:

We worked with the Cleveland Metropolitan School district to implement citywide common enrollment solution for all their public schools.

Uncommon Schools (NY, Upstate, Boston, Camden)

Platforms: Web, Mobile

Location: New York, Troy and Rochester, NY

Size: > 30,000 student applications

Project Duration: 4 months (ongoing subscription / support for ~1 year)

Contact: Jesika Anthony, Director of Enrollment (janthony@uncommonschoools.org)

Client Team Members: 2

Client Cost of Ownership: \$80,000+

Description: Uncommon Schools is a network with locations throughout New York (state and city), as well as schools in New Jersey. They all use SchoolMint to manage all their common application, lottery and registration needs.

NYC Charter Center

Platforms: Web, Mobile

Location: New York, NY

Size: 200+ schools

Project Duration: 4 months (ongoing subscription support for ~1.5 years)

Contact: Christina Brown (CBrown@nyccharterschools.org)

Client Team Members: 2

Client Cost of Ownership: \$100,000+

Description: All charter schools within NYC that are part of the NYC Charter center.

How many total clients do you have?

At SchoolMint we work with more than 2,500 schools and more than 250 individual clients throughout the United States to bring their applications, lottery/waitlist, enrollment and communications processes online. Outside of education, Log(h) our consulting division has a client roster more than 200 strong, and as of June 2015 we are currently working with five clients across a variety of industries to build apps for web, iOS, Android, and wearable technology.