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Enactment Date	10-13-16
By	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: **District Submitting Grant Proposal**

**ACTION REQUESTED:**

Approval by the Board of Education of the District the application for the ST Math Schools Grants Program in whole or in part, pursuant to the terms and conditions thereof, and to submit amendments thereto, for the grant years, if any.

**BACKGROUND:**

Grant proposal for OUSD schools for the 2016-2017 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Grant	Oakland Unified School District	Funding the ST Math Software Program	FY 16-17	Mind Research Institute	\$350,000.00

**DISCUSSION:**

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$350,000.00

**RECOMMENDATION:**

Approval by the Board of Education of the District the application grant proposal for OUSD schools for fiscal year 2016-2017, to the Mind Research Institute, and to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof, and to submit amendments thereto, for the grant years, if any.

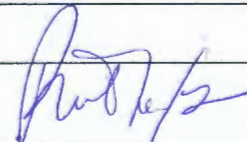
**ATTACHMENTS:** Grant Face Sheet, Abstract, Narrative, Budget Narrative

OUSD Grants Management Face sheet

<b>Title of Grant:</b> Mind Research Institute (ST Math)	<b>Funding Cycle Dates:</b> FY 16-17
<b>Grant's Fiscal Agent:</b> Victor Rudd	<b>Grant Amount for Full Funding Cycle:</b>
<b>Funding Agency:</b> Mind Research Institute	<b>Grant Focus:</b> Mathematics
<b>List all School(s) or Department(s) to be Served:</b> Various sites (See school list attached)	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Through uniquely visual, non-language-based approach to teaching math, students across the District will deepen their understanding of math, developing perseverance and problem-solving skills, and becoming life-long learners prepared for success.
How will this grant be evaluated for impact upon student achievement?	The District will access digital files of math test score data, including state standardized tests and other math assessments administered, for all students at participating schools for the term of implementation to evaluate the impact upon student achievement.
Does the grant require any resources from the school(s) or district? If so, describe.	Participating sites will contribute to a portion of their school software licensing fee
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	N/A
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	N/A
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Philip Tucher, Director of Mathematics 1000 Broadway, Suite 600 Oakland, CA 94607 (510) 879-2278

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head (e.g. for school day programs or for extended day and student support activities)	Philip Tucher		8/18/16

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		

Dear Applicant,

We are excited that you are applying for the ST Math School Grants Program to fund a portion of the cost for ST Math in your district. Through our uniquely visual, non-language-based approach to teaching math, students across the country are deeply understanding math, developing perseverance and problem-solving skills, and becoming life-long learners prepared for success.

Your application consists of a district section and a district agreement.

If awarded a scholarship, MIND Research Institute's Implementation Project Management Team will work with you to determine the best training options for your teachers and staff. Professional Development could include the use of distance learning modules, instructor-led webinars, in-person training, or a combination of the above. You may purchase additional professional development or student licenses through MIND Research Institute at any time.

ST Math will provide meaningful student daily progress reports. Teachers, an integral part of the math education process, are encouraged to monitor class progress by reviewing the reports each week, assisting students by using questioning strategies, and bringing ST Math concepts into their classroom lessons. Education consultants will be available throughout the year for support.

The ST Math School Grants Program is made possible through the generosity of MIND Research Institute's philanthropic sponsors. Many of our donors would like to receive periodic updates on student progress, achievement scores for state standardized testing, and photo opportunities for the school sites their donations are sponsoring. Please be aware that, while it is not a requirement that your district agree to provide these to MIND, agreeing to some or all of these requests may make your application more appealing to our donors. Upon approval of ST Math School Grants Program funding to your site, MIND will send you a separate release document for you to review.

Thank you again for your interest. Please submit completed applications, signed agreement and/or direct any program questions to [grants@mindresearch.org](mailto:grants@mindresearch.org). Upon receipt of the completed document, a MIND Representative will contact you to arrange for an Application Review Meeting, at which time your district's available technology and implementation plans will be discussed and reviewed.

Sincerely,

MIND Research Institute



### District Application

District Name:

Oakland Unified School District

Chief Academic Officer:

Devin Dillon

Email:

[Devin.dillon@ousd.org](mailto:Devin.dillon@ousd.org)

Phone:

[510.879.8200](tel:510.879.8200)

District ST Math Administrator:

Robin D. Lovell

Email:

[Robin.lovell@ousd.org](mailto:Robin.lovell@ousd.org)

Desired Program Start Date:

August 2016

School Year End:

June 2017

District Address:

1000 Broadway, suite #600, Oakland, CA 94607

### ST Math School Identification

Name of Schools	Grade Levels (Implementing ST Math)	Total # of Students	Average Class Size
ACORN Woodland	K-5	300	24
Alliance Academy	6-8	390	20
Bella Vista	K-5	469	24
Bridges Academy	K-5	414	24
Burkhalter	K-5	271	24
Glenview	K-5	460	24
Cleveland	K-5	398	24
Emerson	K-5	301	20
Encompass Academy	K-5	316	24
Grass Valley	K-5	285	24

Manzanita Community	K-5	331	24
Piedmont Avenue Elementary	K-5	372	24
REACH Academy	K-5	399	24
Sankofa Academy	K-8	362	24
Thornhill	K-5	394	24
United for Success	6-8	403	20
Urban Promise Academy	6-8	323	20
Brookfield	K-5	359	24
Howard	K-5	241	20
Allendale	K-5	393	24

**Program Information**

MIND Research Institute's mission is to ensure that all students are mathematically equipped to solve the world's most challenging problems. Districts awarded a scholarship through this competitive process will join us in our mission by incorporating ST Math into their instructional practices and educational goals. (25 Points)

1. (5 points) What are your district's math goals? What have you put in place to achieve these goals? How do you see ST Math assisting your schools to reach these goals?

*OUSD has a Vision for Mathematics: Through productive struggle, academic discourse and performance tasks, OUSD students become problem solvers, collaborators, communicators, and owners of mathematics, to ensure college and career readiness.*

*Our broad goal is to see evidence of this vision coming to life every day in every math classroom as evidenced by the TRU Math framework and observations gathered during regular and on-going site visits.*

*We have a core curriculum which is built around language rich performance tasks, designed to engage students in all aspects of the Vision—problem solving, academic discussion, communication and collaboration.*

*OUSD's language rich, performance task-based Core Curriculum for Mathematics partners beautifully with ST Math's technology enhanced approach, which is devoid of language and promises to boost students' visual and conceptual understanding of mathematics. Paired together, these two approaches form a Tier I and Tier II math program aligned to Common Core State Standards and the California Mathematics Framework that supports conceptual understanding, problem solving, and application in equally intensive dosages for TK-8 students. We believe this will have a significant impact on students' capacity to bring Oakland's Vision for Mathematics to life, and help them not just to meet and exceed standards, but to thrive.*

2. (5 points) How will integrating ST Math in your district improve the overall quality of your program and the educational opportunities you offer?

*See #1.*

*Many principals are looking for ways to integrate technology into the classroom to enhance the learning experience for students, and prepare them in the use of 21<sup>st</sup> century tools. ST Math does a good job of integrating technology while focusing deeply on concepts that matter in mathematics. We believe it helps students fill in gaps in their mathematical understanding, and also pushes them to make sense of grade level math content outside of the context of complex spoken language. We believe the students who use ST Math are better equipped to make mathematical sense of situations both within and outside of their math classes. Plus, it's fun!*





**Additional Considerations**

Please explain any additional considerations that may assist our staff in evaluating your application. For example, is there a plan to upgrade your technology or order more devices to enable all students to use ST Math for 60 or 90 minutes each week?

We have been running an ST Math pilot cohort for 2+ years now, and have worked out many of the kinks regarding wifi and hardware. Nevertheless, our district technology team is actively out at the school sites maintaining the service and responding to concerns related to computer and internet usage.



**Signatures**

**Please initial and provide appropriate hard signatures.**

All of the information presented in this scholarship application is true to the best of my knowledge and we agree to comply with the following ST Math School Grants Program requirements:

1. The ST Math School Grants Program is designed to fund a **portion** of the cost to implement ST Math or ST Math+ Music instructional software and training. All ST Math materials and training will be provided by the MIND Research Institute as part of the ST Math School Grants Program.
2. My district will designate an ST Math Administrator. This person will oversee implementation, accompany staff to training and professional development sessions, complete the required surveys, and serve as the primary point of contact between my district and the MIND Research Institute.  *Chief Academic Officer's Initials*
3. My district will participate in an application review meeting or conference call to discuss details of this application prior to a final funding decision.  *Chief Academic Officer's Initials*
4. Our teachers will commit to reviewing the online reports weekly in order to monitor progress and assist students in maximizing progress through the ST Math curriculum.  *Chief Academic Officer's Initials*
5. Our teachers will participate in ST Math training and professional development prior to using the program.  *Chief Academic Officer's Initials*
6. Individual school sites will be responsible for the annual license renewal fees required for continued use and support of the program. My district understands that this is a one-time Scholarship, and that school sites are responsible for funding the program in subsequent years.  *Superintendent's Initials*

Title	Printed Name	Signature	Date
Chief Academic Officer (15 points)	Dr. Devin Dillon		6/10/16
ST Math Administrator (5 points)	Robin D. Lovell		6/10/16
Technical Lead (5 points)	John Kroll		6/10/16

**MIND Research Institute**  
**SPONSORSHIP PARTICIPATION AGREEMENT**

This Participation Agreement ("Agreement") is made and entered into on (DATE) by and among MIND Research Institute, a California non-profit corporation with a place of business at 111 Academy, Suite 100, Irvine, CA 92617, (hereinafter called "MIND"), and the undersigned (NAME) District (hereinafter called "District") and (#) schools (hereinafter called "Participants").

**RECITALS**

- A. MIND has developed a uniquely visual, non-language based approach to teaching math to all students by developing a deeper understanding of math concepts, perseverance and problem-solving skills. The software program is titled ST Math
- B. As part of the MIND's mission to increase access and availability to ST Math, the ST Math School Grants Program was created to provide funds to off-set the cost of implementation of ST Math.
- C. The ST Math School Grants Program is a competitive scholarship program whereby the District applied for philanthropic funds donated to MIND for use to purchase the ST Math program for (#) of schools.
- D. The District is responsible for annual support/license renewal fees for each participating school site per year for the continued use of the program and for program updates and support.

NOW, THEREFORE, In consideration of the mutual covenants herein, and for valuable consideration received, the parties agree as follows:

**1. The Program.**

- A. MIND has approved District's Application to participate in MIND's ST Math Program ("Program"). The Program includes a license to use computer software developed and owned by MIND ("Software"). Specific Licensing of grades, Software products, students, workstations, etc. is described in the attached Exhibit A. The Program is designed to benefit elementary or secondary school teachers and their students in math achievement. The Program requires that teachers and students follow a simple but vital Education Process ("Process,") described in the Implementation Guide (distributed at time of training).

**2. Program Requirements**

- A. The District certifies that all participating school sites meet the minimum technology requirements needed to properly implement the ST Math program with fidelity. The minimum technical requirements that each school site must meet in order to successfully implement the ST Math program is attached herein as "Exhibit B"
- B. Prior to each computer session, teachers will commit to reviewing the online reports in order to monitor the progress and performance of their students, assist students that need help, and exercise best efforts to meet the minimum program completion target of 75% for the class.
- C. The District certifies that all teachers at participating school sites and grade levels will participate in training before implementation begins, as described in the customized implementation plan that will be discussed and laid out for the district as a whole.



- D. The District will agree to allow the MIND Research Institute access to digital files of math test score data, including state standardized tests and other math assessments administered, for all students at participating schools for the term of implementation, understanding that confidentiality requirements will be respected.
- E. Each participating school will be responsible for the annual mandatory support/license renewal fees per year for continued use of the program and for program updates and support. The school understands that this is a one-time Scholarship, and that the school is responsible for funding its use of the program in subsequent years.
- F. Recognition of philanthropic support will be developed in cooperation with the donors and schools, and will be consistent with MIND Research Institute's mission and purposes. Grantees are expected to work with MIND Research Institute and the donor(s) to recognize the donation to generate publicity about the grant. MIND Research Institute strives to develop publicity opportunities that are appropriate and meaningful for the supporting donors, participating schools and MIND Research. Such recognition and publicity may include (but is not limited to):
  - Donor site visits
  - Photo opportunities
  - Check presentations
  - Celebratory assemblies/events
  - Press conferences
  - Press releases/media advisories
  - Collateral
  - Blog posts
  - Social media

Grantee may be asked to undertake and actively participate in public relations, media and other related donor recognition activities as provided for in this Agreement and/or in Grantee's project application, and shall coordinate such activities with MIND Research Institute. Grantees may be asked to provide:

- Approved administrator quote, mentioning donor and MIND Research Institute/ST Math, for use in publicity materials.
- Mutually agreeable times for an event such as a donor site visit, check presentation, celebratory event, or press conference.
- Photo release forms for students.
- Publicity support including:
  - Co-branding press releases/media advisories
  - Media outreach in the forms of press release distribution, emails, calls and/or pitches to existing contacts who typically cover the school/district
  - Posting on social media channels (Facebook, Twitter, LinkedIn, Google+, YouTube)

Any questions relating to public relations or press activities should be directed to MIND Research Institute at [grants@mindresearch.org](mailto:grants@mindresearch.org). Any other press or public activities related to the ST Math School Grants Program shall be approved in advance by MIND Research Institute.

3. **Cooperation.** District agrees to use its best efforts to implement all of the policies and procedures relating to the Program.
- A. District agrees to use its best efforts to comply with the Process as provided by MIND.
  - B. MIND may modify the Program from time to time; including Software minor updates, and changes to the Process. The parties agree to cooperate in the implementation of any changes to the Process.
  - C. District understands and agrees that MIND is not obligated to provide unlimited support services. MIND will provide District with a "Published List of Services" specifying the Program customary support services that MIND provides. If District requires substantially more services than stated in the Published List of Services, MIND may charge District additional fees for the additional services.
  - D. **Payment:** The payment terms are described in the attached "Exhibit A"
  - E. Each Participant school as part of the District is responsible for a good faith effort to implement ST Math with fidelity and progressing at required levels to ensure at least 75% program progress at year's end.
  - F. **Non Compliance:**
    - The District agrees that all Schools participating in the program will comply with the requirements of the grant. the District will be considered Non-Compliant if the following is true:
    - If by the third month of implementation, any Participant school falls below the required Program Progress level, the Scholarship will be withdrawn and/or the license for that Participant may be rescinded at MIND's discretion.
    - Should it be determined by MIND staff that a Participant site does not meet these minimum technological requirements, a written report will be made to the District at which time the District will address and correct the deficiencies or will remove the school from participation in the ST Math School Grants Program.
4. **Term and Renewal.** This Agreement shall commence on the date specified in Exhibit A, and shall continue in force for a period of one year. District may renew the Agreement unless District is in material breach of the Agreement. Approximately three (3) months prior to each anniversary of the Training Date, MIND will inform District via a written proposal for the fees due for the next renewal year. Upon District's approval of the proposal, the parties will execute a revised Exhibit A, including a new Agreement termination date and the revised Exhibit A will be made part of this Agreement. If District does not execute the revised Exhibit A, and make full payment for the renewal year, this Agreement shall terminate as of the applicable anniversary date. If District wishes to add additional product, students, workshops, or grade levels, MIND will provide District with revised pricing that reflects the change. District may end its participation in the Program at any time, in District's sole discretion; however, in the event of early termination, District shall not receive a refund of fees.
- District agrees to make timely payment to MIND for any portion of the fees it has agreed to pay, if any, as stated in the attached Exhibit A. If District is sponsored in full or in part by a 3<sup>rd</sup> party payer, District's sponsor shall pay fees it has agreed to pay as stated in Exhibit A
5. **Intellectual Property.** District understands and agrees that MIND retains ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights. MIND shall



retain ownership of all intellectual property owned by MIND and shared with District in the course of this Agreement. MIND remains the exclusive owner of all intellectual property rights; District has no rights in MIND's intellectual property other than to use it as specifically provided in this Agreement, and only for the term of this Agreement. This provision shall survive the termination of the Agreement. Upon termination of the Agreement, for any reason, District shall remove all copies of the Software and return all printed materials to MIND. District shall not copy or distribute, share, lend, or otherwise transfer the Software, or other intellectual property owned by MIND to any third party. District agrees not to modify, reverse engineer, disassemble, or decompile the Software. District shall not alter or remove any copyright or proprietary notices affixed to materials supplied to District by MIND. District shall have rights to use the property only:

- A. for educational purposes and not for any commercial purpose
- B. for the product(s) specified in Exhibit A
- C. for the grade(s) specified in Exhibit A
- D. for the number of students specified in Exhibit A (unless unlimited which shall also be specified)
- E. for the number of workstations specified in Exhibit A (unless unlimited which shall also be specified)
- F. as specified in this Agreement
- G. during the term of this Agreement.

6. **Confidentiality.** Each party agrees that certain information which it may receive from the other party will be confidential information ("Confidential Information") to the disclosing party. The parties shall hold the other party's Confidential in strict confidence. Confidential Information includes: (1) information relating to the development of MIND software or other products; (2) information related to the source code of the MIND software; and (3) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is summarized in writing or other tangible form within fifteen (15) days after such oral disclosure is made). Each party agrees, both during and after the term of this Agreement, to use the Confidential Information of the other party only in furtherance of this Agreement, and not to, directly or indirectly, disclose such Confidential Information, except to persons who have a need to know such Confidential Information in the performance of this Agreement. The parties shall prevent the unauthorized copying, use and/or disclosure of the other party's Confidential Information. This paragraph shall not apply to any information that: (1) becomes known to the general public without a breach of this provision; (2) is disclosed by the owner of the Confidential Information to others without restriction on the disclosure; (3) is obtained from a third party without breach of this provision; or, (4) must be disclosed by law. Each party agrees that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable injury to the party concerned. Accordingly, both parties agree that the remedy at law for any breach of this paragraph may be inadequate and that the party suffering from the unauthorized use or disclosure shall be entitled to ex parte injunctive relief to prevent any such breach or the threat of such a breach.

7. **Use of Data.** District authorizes MIND to collect data resulting from District's participation in the Program and to use the data only for purposes of MIND's ongoing research and development. The raw data resulting from the Software shall be the property of MIND exclusively. MIND will not use the photographs or names of any participating student for

promotional purposes without first obtaining the prior written consent of the student's parents. Further, MIND agrees to maintain the confidentiality of students' personal information.

8. **Delivery and Acceptance.** MIND shall deliver all necessary program material to District. MIND shall record each delivery in a "Deliverable Receipt" that sets forth the nature and condition of the Deliverables, the medium of delivery, and the date of delivery. If acceptable, District shall sign the Delivery Receipt to indicate acceptance of the deliverables.
9. **Compliance with Laws.** The parties shall comply with all applicable laws, rules, ordinances, and regulations regarding this Agreement.
10. **IN NO EVENT SHALL MIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THE PRODUCTS OR PARTICIPATION IN THE PROGRAMS EVEN IF MIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**
11. **MIND SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS AND PROGRAMS ARE PROVIDED "AS IS". UNDER NO CIRCUMSTANCES SHALL MIND OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO MIND BY DISTRICT. FURTHER, MIND SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL.**
12. **Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable, all other provisions shall remain in force.
13. **Waiver.** The terms of this Agreement may be waived only in writing. Any delay in enforcing rights shall not be construed as a waiver.
14. **Entire Agreement.** This document contains the entire Agreement between the parties and supersedes any previous understandings or agreements, whether written or oral.
15. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of MIND and District.
16. **Third Parties.** District agrees that if the Program or Products include property licensed to MIND by a third party, such third party is a beneficiary of this Agreement and may enforce it directly against District.
17. **Relationship.** This Agreement shall not place the parties in a relationship of partners, joint ventures, or agency. Neither party shall have the power to obligate the other in any way.
18. **Equitable Relief.** In the event of material breach by either party, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction. District acknowledges that the unauthorized use, transfer, or disclosure of the MIND's intellectual property will: (1) substantially diminish the value to MIND's trade secrets, intellectual property and other proprietary interests; (2) render MIND's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If District breaches its obligations with respect to the use or confidentiality of the materials


provided by MIND under this Agreement, MIND shall be entitled to equitable relief to protect its interests, including preliminary and permanent injunctive relief.

19. **Arbitration.** All disputes relating to this Agreement shall be finally settled by arbitration of the American Arbitration Association in Orange County, California. Both parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrators shall be final and binding on both parties and enforceable in any court with jurisdiction.
20. **Governing Law.** The laws of the State of California shall govern this Agreement.
21. **Notices.** All notices shall be in writing and shall be deemed duly given upon delivery to the other party to the address set forth in this Agreement, or as changed by written notification.



The parties so agree.

**Applicant**



Signature of District Authorized Representative

Dr. Devin Dillon

Name

Deputy Superintendent

Academic Social Emotional Learning

Title

Oakland Unified School District

District

1000 Broadway, suite #600

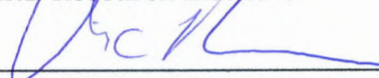
Oakland, CA 94607

Address

6/10/16

Date

**MIND Research Institute**



Signature of Authorized Representative

VICTOR RUON

Name

Education PARTNERSHIPS MANAGER

Title

6/30/16

Date

File ID Number: 16-2124

Introduction Date: 10-13-16

Enactment Number: 16-1685

Enactment Date: 10-13-16

By: 

OAKLAND UNIFIED SCHOOL DISTRICT

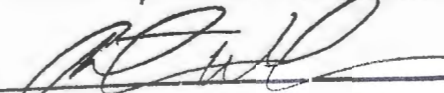
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By:   
Attorney at Law

James Harris

President, Board of Education



Antwan Wilson

Secretary, Board of Education



**Exhibit A to Participation Agreement**

MIND Research Institute and District agree to the following fee schedule, terms, and conditions:

First Year Period: \_\_\_\_\_ to \_\_\_\_\_.

Purchase Order Number: \_\_\_\_\_.

See attached Quote Number \_\_\_\_\_, dated \_\_\_\_\_.

District understands and agrees that:

1. The attached fee schedule states the fees for District's first year of participation in the Program, commencing on the date that MIND delivers initial training to the District ("Training Date").
2. The attached fee schedule also states the mandatory service/support fees for ongoing years. If District wishes to add additional grades, MIND will provide District with revised pricing that reflects the change.
3. The mandatory service/support fee shall be due and payable within 45 days after District receives MIND's invoice for the renewal year.
4. If District does not timely pay the annual services/support fee, District shall be removed from MIND's servers and will no longer have access to the Software. In any event, if District does not timely pay the annual service/support fee, the Agreement will expire one-year from the training Date.
5. All fees are non-refundable.
6. All fees are exclusive of any sales, use, or other applicable taxes.

**Exhibit B to Participation Agreement  
Technical Requirements**

## Computers

**Basic Requirements:**

- 1024 x 768 screen resolution or higher
- Flash Player version 12.0 or higher

**Recommended:**

- Flash Player version 14.0 or higher
- Flash local storage ("Flash cookies") and browser caching enabled

**Supported Web Browsers:**

- Internet Explorer 8.0 or later
- Safari 5.0 or later (Mac OS X only)
- Firefox 17.0 or later
- Google Chrome

## PC

- Intel Core 2 Duo (or equivalent) or better
- 1GB of RAM (2GB recommended)

**Recommended Operating Systems:**

- Microsoft® Windows 8
- Microsoft Windows 7 (Service Pack 1)

**Supported Operating Systems:**

- Microsoft Windows Vista (Service Pack 2)
- Microsoft Windows XP (Service Pack 3)

## Mac

- Intel Core 2 Duo or better
- 1GB of RAM (2GB recommended)
- OS X 10.6 or later

## Chromebook

- All Chromebooks 2011 and newer

**Important: A high-speed internet connection is required for each device running ST Math.**

## Tablets

Download ST Math from the iTunes® Store, the Amazon App Store, or Google Play. Touch licensing is required.

### iPad

**Recommended:**

- iPad 2 and newer with iOS 5.0 or later

**Supported:**

- iPad mini and newer

### Kindle

**Supported:**

- Kindle Fire HD 8.9"

## Android

- 10" screen or larger suggested
  - Android 3.1 (Honeycomb) or later
  - 1GHz dual core processor or better
  - 1GB of RAM
  - Two simultaneous, capacitive touch points
- Examples of supported tablets:**
- ASUS Transformer (10.1")
  - Samsung Galaxy Tab 10.1

## **MIND Research Institute Privacy Policy**

Last Updated: March 1, 2016

The MIND Research Institute (“MIND”, “we”, “us”, “our”) has created this privacy policy to demonstrate our commitment to the privacy of our partners / customers, online visitors, and users of our websites and mobile applications, and software. The following statement explains our information-gathering and dissemination practices for the websites at [mindresearch.org](http://mindresearch.org) and [stmath.com](http://stmath.com), as well as such other websites and mobile applications as may be operated by MIND (the “Site(s)”), including our ST Math® software products that may be accessed by students or teachers via such sites and applications (the “Software”). This Privacy Policy is part of and incorporated into the Terms of Use of the Site. This policy may change periodically, but any changes will be posted on the Site. Please refer to the MIND Research Institute Privacy Policy periodically when visiting, browsing, or using any portion of the Site. Your continued use of any portion of the Site after the effective date of any changes to the Privacy Policy constitutes your agreement to the changed terms. IF YOU DO NOT AGREE TO FUTURE CHANGES TO THIS PRIVACY POLICY, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES.

**Who are the Users of the Sites?** Certain of our Sites host our ST Math® instructional Software, which has been developed for use by students from pre-kindergarten through high school (“Student(s)”), for the improvement of math-related skills and achievement. Students are provided access to our Software and Sites through their schools and school districts (collectively, “Local Educational Agencies” or “LEAs”), who utilize these services to assess their Students’ progress and supplement their mathematics curriculum. “Users” of our Sites include these Students; authorized representatives of the LEAs, including the Students’ teachers; parents / legal guardians of the Students; and other visitors to our websites and mobile applications.

**What Student information does the MIND Research Institute receive via LEAs?** We are engaged by LEAs to provide the services described herein to them and to their Student Users. To utilize the Software, LEA devices are activated, and students obtain user names and passwords in order to utilize the software. We receive one or more of the following types of information regarding each Student User either directly from their LEA, or through the Student’s use of the Software via their school / LEA (“Student Records”): the Student’s legal name; name of the Student’s teacher; name of the course in which the Software is used, if applicable; the Student’s grade in school; the school and school district; the Student’s user name and password (in text or and/or pictorial form); date-of-birth; and the Student’s identifier assigned by the LEA. Student Records may also include additional Student information owned, controlled by the LEA and provided to us in connection with research studies that we conduct at the applicable LEA’s discretion, including the Student’s ethnicity; free/reduced lunch status; English-learner status; special-needs status; test scores / performance, separate from the Software. To the extent that we receive any of the foregoing as Student Records provided by or on behalf of an LEA, such Student Records shall remain owned and controlled by the LEA. We will not use or share any personal or sensitive information contained in Student Records for commercial purposes

unrelated to the operation of the Sites or the services provided to the applicable LEA, Students, parents, or teachers, or for any other purposes other than those expressly described herein or in the Terms of Use.

**What Student information does the MIND Research Institute collect itself from the Sites and Software?**

We may collect or generate certain information automatically from the Student's use of the Sites, including login and logout timestamps. We may also collect and generate additional information about students through their use of the Software ("Student Performance Data"), including measurements / assessments of Student's progress against the ST Math® curriculum (for example, Learning Objectives encountered, passes, fails) as well as applicable educational standards; ST Math® quiz scores; and information derived and reports generated from the foregoing information and the Students' use of the Software, for utilization by the Students, their parents / legal guardians, teachers, and the LEAs.

**How does the MIND Research Institute use Student Records?** We may use Student Records for the following purposes:

- To monitor and generate Student Performance Data, and provide students, parents, and/or the students' teachers or LEAs, with Student Performance Data;
- To operate our software and Sites, including personalizing / customizing content for the applicable Students, reviewing / analyzing Site performance; authenticating Students; maintaining the Sites; and protecting the security or integrity of the Sites.

We may also use aggregated or de-identified information about Students, from which we have removed personally identifying information, for educational research, analysis, and similar purposes.

For the avoidance of doubt, we will not utilize any personally identifiable information in Student Records for the purposes of targeted advertising.

We do not utilize Student Records for any purposes other than those set forth in this Privacy Policy or the Terms of Use.

**What Other Personal Information does the MIND Research Institute collect from its Users?**

Additional information gathered by the MIND Research Institute via the Sites falls into the following categories: (1) information voluntarily supplied by non-Student Users through optional online forms completed by such Users of our websites when requesting additional information about the MIND Research Institute or its products or services, or through Communications (as defined below) with the MIND Research Institute; (2) information automatically obtained from the use of User names and password to access the restricted portion(s) of the Sites (the "Restricted Pages") to do things such as view online demonstrations or presentations about the MIND Research Institute or its products or services, including, by way of example, pages visited and time stamps; and (3) tracking information gathered as Users navigate through our websites or mobile applications.



The MIND Research Institute may provide Users with opportunities to contact us via e-mail, conventional mail, or other methods, with questions or comments you may have about our Site, products and services, personnel, employment opportunities, or any other matter of interest to you ("Communications"). These Communications may also include e-mail attachments or any materials that you would like to send us. Any Communications and materials attached thereto that you provide to the MIND Research Institute will be treated as non-confidential and non-proprietary, and will become the property of the MIND Research Institute. Please see our Terms of Use Agreement for additional information on how such Communications are treated.

In visiting or using our Site and in transmitting Communications with us, you may be asked for, and we may collect, the following types of personally identifiable information from non-Student Users including: legal name; business name (if applicable); e-mail address; or user name and password). The MIND Research Institute may also ask for additional personal information from non-Student Users at various times such as when we run a promotion or contest or conduct a survey, as described in such promotion or contest, or elsewhere on the Site. The personally identifying information we collect from non-Student Users helps us offer Users more personalized features, respond to User requests, provide you with information that is of most interest to you, improve our products and services, and, to the extent that you consent to such communications, send you promotions and events offered by the MIND Research Institute.

**Does the MIND Research Institute track my IP address?** When you visit the Site, our web servers automatically collect information about your Internet address (which is a number that lets computers attached to the Internet know where to send you data). Your Internet address does not identify you personally. We log your Internet address to deliver our web pages to you upon request, help diagnose problems with our server, administer our Site in order to constantly improve its quality and the services we offer you, and identify and authenticate you and your licensed content and preferences as you navigate the Site. We may also use your Internet address to gather broad demographic information. We may also track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and users and provide such information to third parties.

**How does The MIND Research Institute use information collected from me?** The MIND Research Institute researches our customers' and visitors' demographics based upon information provided by them or their LEAs (if applicable), gathered from their Communications or password, or contained in our server log files or surveys. We do this to better understand and serve our customers and visitors. This research is compiled and analyzed on an aggregated basis.

**How does the Mind Research Institute share information?** The MIND Research Institute does not provide, sell, trade, or rent personally identifiable information. We may disclose or share personally identifying information as follows:

**To our service providers.** We may share personally identifying information collected through the Site or otherwise in our possession with companies and organizations that perform services on our behalf, for example, companies that provide data management or other support services to us (such as data storage and Web hosting services), subject to confidentiality and security obligations.

**For compliance with law.** We may disclose personally identifying information to comply with applicable law, including requests from a governmental agency, court of law, regulation, or civil service process. The MIND Research Institute also reserves the right to use or disclose any information as needed to fulfill your requests or to cooperate in any law enforcement investigation or an investigation on a matter of public safety, or the safety of our users or customers; to enforce the Terms of Use or this Privacy Policy; to protect the integrity of the Sites and our services; to protect our rights or those of our Users, customers, contractors, or licensors; to investigate, prevent, or take action regarding illegal activities, fraud; to take precautions against liability; to provide evidence in litigation or dispute; or to respond to an emergency.

**To parents / legal guardians.** We may provide Student Records or Student Performance Data to the Students' parents / legal guardians.

**To teachers / LEAs.** We may provide Student Records and corresponding Student Performance Data to the authorized LEAs and teachers for the applicable student Users.

**In a business transfer.** We may transfer personal information and other data in our possession in connection with an acquisition by or merger with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding.

### **How do I review, correct and/or update my personal information or my child's personal information?**

**Reviewing and updating Student Records.** Parents, legal guardians, and Students aged 13 and above may review the personally identifying information contained in Student Records and may have us correct any erroneous Student Records. We will also terminate use and storage of Student Records following written notice of termination from a parent or legal guardian, Student aged 13 or above, or applicable LEA. To exercise these rights, you may contact us at [info@mindresearch.org](mailto:info@mindresearch.org). To review Student Records for Students under the age of 13, you will be required to authenticate yourself as the Student's parent / legal guardian or teacher to receive information about that Student.

**Review and updating other User information.** Non-Student Users may review update and/or correct your contact or other personal information at any time by sending an e-mail to us at [info@mindresearch.org](mailto:info@mindresearch.org) and/or notifying the MIND Research Institute of the changes, as applicable. If you have been prompted to provide information to register an account, you will be provided limited access to your account information to update and/or correct the personal information you have supplied.

**How does the MIND Research Institute protect personal information?** Our Site has security measures in place to minimize the risk of loss, misuse, and alteration of the information under our control. Your access to the Restricted Pages or other accounts (if you have any) established through the MIND Research Institute or the Site is password-protected so that only you have access to that personal information, so keep your password private and secure.

We provide and require training of all of our personnel involved in the handling, usage, or storage of Student Records or other personally identifying information, which training is renewed periodically. This training includes compliance with relevant federal and state legal requirements, including, as a non-limiting example, the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g) ("FERPA"). To protect our information technology environment and the data that we store, we take commercially reasonable security measures, implemented with a multi-tier software architecture, that are consistent with standards generally recognized in the industry. Please be aware, however, that despite our efforts, no security measures are perfect or impenetrable. Due to the open nature of the Internet, we cannot guarantee that any of your information stored on our servers, or transmitted to or from a us or a user, will be 100% free from unauthorized access, and we disclaim any liability for any theft or loss of, unauthorized access or damage to, or interception of any data or communications. By using the Site, you acknowledge that you understand and agree to assume these risks.

**How does the MIND Research Institute respond to breaches?** If you correspond with us by e-mail, or using the "contact us" feature on the Site, you should be aware that your transmission might not be secure. We will have no liability for disclosure of your information due to errors or unauthorized acts of third parties during or after transmission. If we believe that the security of User information may have been compromised, we will comply with applicable laws and regulations regarding notice of such breaches. Without limiting the foregoing, we will notify any LEA whose data is affected by such a breach, and will provide any reasonable cooperation to the LEA to notify affected parents / legal guardians in the event of an unauthorized disclosure of student records. You consent to our use of your e-mail address as a means of such notification. Please notify us of any unauthorized use of your password or account or any other breach of security of which you are aware.

**What are "cookies" and how does The MIND Research Institute use them?** "Cookies" are pieces of information that a web site transfers to your computer's hard drive for record-keeping purposes. Like many sites on the Internet, we use cookies to identify you when you visit the Site. Most web browsers automatically accept cookies, but if you prefer, you can set your computer to not accept cookies. If you do this, however, you may not be able to use some of the features or services we offer on our Site.

**Will The MIND Research Institute send me unsolicited communications? How do I opt-out?** The MIND Research Institute may use the information it collects to respond to requests for information, to notify you about functionality changes to the web site, or to provide industry and company updates. You may update or modify your information or change your privacy preferences (such as whether you wish to receive promotional offers) at any time by emailing us at [info@mindresearch.org](mailto:info@mindresearch.org). If you wish to have your name removed from any of our mailing or subscription lists, please write to us at our above address or click the "remove subscription" link set forth in the relevant communication (typically provided at the end of such communication). In the event that you contact us with this request, all reasonable efforts will be taken to ensure that you will not receive any further communications from which you have opted-out in the future.



**What should I know about third party sites?** The MIND Research Institute Site may contain links to other web sites. The MIND Research Institute is not responsible for the privacy practices or the content of such third party sites. Use of information on third party sites is governed by the privacy policy of the operator of the site you are visiting. That policy may differ from ours. The MIND Research Institute has no control over such third party sites, and the existence of a link from our Site is not meant to imply any endorsement of these other third party web sites.

**How does the Mind Research Institute respond to Do-Not-Track signals?** In some cases, third parties may be able to collect information about a user's online activities over time and across different websites when he or she uses our Site or services. Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, we currently do not take action in response to these signals.

**What constitutes my acceptance of this Privacy Policy?** By using the Site provided by the MIND Research Institute, you expressly consent to the use and disclosure of information as described in this Privacy Policy. Your continued use of the Site after the effective date of any modification to the Privacy Policy will be deemed to be your agreement to the changed terms.

**How do I contact The MIND Research Institute? What are my information rights?** If you have any questions about this privacy statement, the practices of this Site, your dealings with this Site, or any disclosure of personal information to third parties for direct marketing purposes, you can contact us in the following ways:

Email: [privacy@mindresearch.org](mailto:privacy@mindresearch.org)

Mail: MIND Research Institute  
111 Academy Drive, Suite 100  
Irvine, CA 92617  
Tel: 949-345-8700 or 888-751-5443 (Toll Free)  
Fax: 949-572-2680





**MIND**  
Research Institute

## Quote

111 Academy Drive, Suite 100  
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866-569-7014  
[www.mindresearch.org](http://www.mindresearch.org)

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**Date** 07/07/2016  
**Quote #** 1421394

**Expires** 10/05/2016  
**Partnership Manager** Victor M Rudd  
**E-mail:** [vrudd@mindresearch.org](mailto:vrudd@mindresearch.org)  
**Phone:** 775-742-8474

### Bill To

OAKLAND UNIFIED SCHOOL DIST  
1025 2ND AVE  
OAKLAND CA 94606

### Ship To

OAKLAND UNIFIED SCHOOL DIST  
1025 2ND AVE  
OAKLAND CA 94606

Qty	Item	Amount
0	<b>Comment</b> Cohort III 20 schools- for 2016/17 Acorn Woodland, Alliance (MS), Bella Vista ES, Bridges, Burckhalter ES, Glenview, Cleveland, Emerson, EnCompass Academy, Grass Valley, Manzanita Community, Piedmont Avenue Elementary, REACH, Sankofa Academy, Thornhill, United for Success, UPA, Fruitvale Brookfield (renewal 2017/18)	
1	<b>B0058 New ST Math: Middle School Supplement(Up to 349 Students)</b> New ST Math: Middle School Supplement Unlimited Site License  -Start-Up Implementation Project Management (WebEx) -Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned). -Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned) -Monthly School and District Summary Reports"	\$19,000.00
6	<b>B1002 NEW ST MATH ELEMENTARY UNLIMITED SITE LICENSE (251-350)</b> New ST Math Unlimited Site License  -Start-Up Implementation Project Management (WebEx) -Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned). -Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned) -Monthly School and District Summary Reports  - Acorn Woodland, Burckhalter ES, Emerson, EnCompass Academy, Grass Valley, Manzanita Community	\$156,000.00

Please submit purchase orders:

By email: [purchaseorders@mindresearch.org](mailto:purchaseorders@mindresearch.org)

By Fax: 1-866-560-7014

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<b>E-mail:</b>	<a href="mailto:vrudd@mindresearch.org">vrudd@mindresearch.org</a>
<b>Phone:</b>	775-742-8474

Qty	Item	Amount
2	<b>B0057 New ST Math: Middle School Supplement (350+ Students)</b> New ST Math: Middle School Supplement Unlimited Site License  -Start-Up Implementation Project Management (WebEx) -Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned). -Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned) -Monthly School and District Summary Reports"  -2 schools: Alliance, United for Success	\$54,000.00
7	<b>B1003 NEW ST MATH ELEMENTARY UNLIMITED SITE LICENSE (351-450)</b> New ST Math Unlimited Site License  -Start-Up Implementation Project Management (WebEx) -Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned). -Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned) -Monthly School and District Summary Reports  -8 schools: Bridges, Glenview, Cleveland, Piedmont Avenue, REACH, Sankofa Academy, Thornhill	\$231,000.00
1	<b>B1004 NEW ST MATH ELEMENTARY UNLIMITED SITE LICENSE (451-550))</b> New ST Math Unlimited Site License  -Start-Up Implementation Project Management (WebEx) -Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned). -Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned) -Monthly School and District Summary Reports  -1 school: Bella Vista Elementary School	\$40,000.00
0	<b>ST Math School Grants Program Sponsorship</b> ST Math School Grants Program Sponsorship	(\$350,000.00)

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Victor M Rudd

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Phone:

775-742-8474

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1	<b>SRS0130 Annual Service/Renewal Fee - \$2,999</b>	\$2,999.00
	ST Math Annual Service/Renewal Fee:	
	• Renew ST Math Gen5 Software License for unlimited computers and students at the school site + ongoing minor software updates if any	
	• Startup training modules for new features, and Initial Training of new teachers and principals (included)	
	• Post-Startup Training and Professional Development modules, including video and scheduled live webinars, to improve program knowledge, use and outcomes	
	• Ongoing Best Practices Consulting and Personalized Support through phone, email, Skype or webinar	
	• Monthly summary Progress Reports at school or district level	
	• Yearly Data Meeting to review the past year and set goals for next year	
	- Renewal for Brookfield ES 2017/18	
0	<b>DP0001 Deferred Payment</b>	\$2,000.00
	Deferred payment for Allendale & Howard ES \$2,000	
1	<b>B1001 NEW ST MATH ELEMENTARY UNLIMITED SITE LICENSE (UP TO 250)</b>	\$19,000.00
	New ST Math Unlimited Site License	
	-Start-Up Implementation Project Management (WebEx)	
	-Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned).	
	-Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned)	
	-Monthly School and District Summary Reports	
	** License fro Howard ES **	
0	<b>Previous Purchase Credit Previous Purchase Credit</b>	(\$17,250.00)
	previous purchase credit from Oakland Education Fund (Hellman Grant)	
0	<b>Comment</b>	

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1	<b>B1003 NEW ST MATH ELEMENTARY UNLIMITED SITE LICENSE (351-450)</b> New ST Math Unlimited Site License  -Start-Up Implementation Project Management (WebEx) -Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned). -Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned) -Monthly School and District Summary Reports  ** Allendale ES License**	\$33,000.00
0	<b>Previous Purchase Credit Previous Purchase Credit</b> 1317312	(\$31,250.00)
0	<b>Comment</b>	
1	<b>B1003 NEW ST MATH ELEMENTARY UNLIMITED SITE LICENSE (351-450)</b> New ST Math Unlimited Site License  -Start-Up Implementation Project Management (WebEx) -Training and Professional Development (instructor-led webinars, asynchronous self-guided courses, onsite instructor-led workshops, or a combination of the aforementioned). -Ongoing Best Practice Consulting and Personalized Support (email, phone, chat, and WebEx, or a combination of the aforementioned) -Monthly School and District Summary Reports  ** Fruitvale ES **	\$33,000.00
0	<b>Previous Purchase Credit Previous Purchase Credit</b> Previous purchase credit from Fruitvale ES	(\$30,500.00)
<b>Subtotal</b>		\$160,999.00
<b>Tax Total (%)</b>		\$0.00
<b>Total</b>		\$160,999.00

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