MAGNOLIA
PUBLIC SCHOOLS

Board Agenda Item #	II B - Consent Agenda
Date:	April 12, 2018
To:	Magnolia Public Schools - Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Ismael Soto, Interim Chief External Officer
RE:	Approval of RFP winning bid for MPS Online Enrollment vendor SchoolMint Inc.

PROPOSED BOARD MOTION

I move that the board approve the RFP winning bid for MPS Online Enrollment vendor SchoolMint Inc. and authorize the CEO & Superintendent to enter into the legal reviewed five-year contract for $37,000 in year one and approximately $32,000 annually thereafter.

BACKGROUND

Magnolia Public Schools (MPS) is transitioning away from our current Student Information System (SIS) and Data & Assessment platform Coolsis to Illuminate that is hosted and supported through the MPS home office. The current Coolsis enrollment platform is outdated, inefficient, and puts MPS at a disadvantage to our competition including other Charter Management Organizations (CMO), and traditional districts such the Los Angeles Unified School District (LAUSD).

It is our goal to provide an internet based <u>Online Student Enrollment Platform</u> that will <u>OPTIMIZE</u> our student enrollment process for all Magnolia Public Schools. We need the process to be as user friendly as possible for parents. To reach this goal, Magnolia Public Schools released a Request for Proposals (RFP) for a platform that can work alongside our new SIS platform Illuminate and is designed to help all families easily access the necessary forms and documents to enroll their children.

Magnolia Public Schools received a total of two (2) proposals, SchoolMint Inc. and Smart Choice Technologies. The winning bid was submitted by SchoolMint Inc.

Implementation

Services by SchoolMint are to commence during the 2018-19 school year. Implementation of the new platform will start during the summer of 2018 to use for registration/re-registration for 2018-19 academic school year.

RFP Review Process

The Outreach & Communications Department (OCD) utilized a two-tier system to review the RFP proposals. Additionally, a rubric was created and given to all the members of the review committee (*see attached*).

Tier 1

The review committee consisted of:

1. MSA School Leadership:
    a. Mustafa Sahin – MSA-1 Principal
    b. Meagan Wittek – MSA-7 Assistant Principal
2. MPS Home Office – Accountability Team:
    a. David Yilmaz – Chief Accountability Officer
    b. Ismail Oskay – Manager of Assessments and Academic Information
    c. Lydiett Vega – Executive Office Manager

Tier 2

During the March 9, 2018 MPS Symposium, SchoolMint and Smart Choice Technologies presented virtually to all MSA Office Managers. An Office Manager survey was created via Survey Monkey and was completed the all office managers immediately after the two presentations.

About SchoolMint Inc.

SchoolMint is a cloud-based school choice and student enrollment platform for PreK-12 charter and district schools. They partner with school systems to transform the enrollment experience for the diverse families they serve, as well as for the school administrators who manage this process. Over 6,000 schools have selected SchoolMint to streamline all aspects of school choice and enrollment, including outreach/marketing, applications, lotteries, waitlist management, registration, and year-round communications and forms.

Charter school administrators are well aware of the difficulties associated with a paper-based or outdated lottery and application processes. SchoolMint was founded to address these pain points while helping charter organizations to maintain healthy enrollments and grow. In addition, SchoolMint integrates with leading student information system providers (such as Illuminate) to ensure a smooth data transfer experience for their customers.

SchoolMint Benefits to MPS

1. **Achieve Enrollment Goals through More Effective Marketing and Outreach Open Enrollment/Choice**
    - Engage with prospective families and track their interest before they even walk in the door
    - Easily manage parent outreach and events with automated or <u>scheduled messages and RSVPS</u>
    - <u>Access reports to see which outreach and marketing efforts are working to achieve enrollment goals</u>
    - Increase public awareness of the strengths of your network and schools
2. **Deliver a Smoother, More Equitable and Transparent School Choice Experience for Families**
    - Support an accessible application process (in up to 20 languages, available on mobile and web)

- Communicate with parents easily through voice, text, & email messaging across multiple devices
- Give parents real-time access to their student's application/waitlist status right from their phones
- Provide a friendly user interface to save parents time and minimize redundant inquiries

3. **Transform Our Lottery, Waitlist, and Offer Assignment Processes**
   - Design customized lotteries including complex priorities/preferences & weights by school or grade
   - Manage every aspect of your lottery process with transparency, including a complete audit trail
   - View dynamically-updated waitlists and send offers to eligible students with the click of a button
   - Optimize offer assignments for families applying to and ranking preferences for multiple schools

4. **Streamline Application and Registration Management for School Administrators**
   - Create and collect application forms including document uploads, signatures & recommendations
   - Improve data integrity and avoid duplicative and incorrect data entry from manual processes
   - Reduce costs associated with print, postage, and storage of excess documentation
   - Maintain data accuracy with SchoolMint-SIS data integrations

5. **Access Reliable Data in Real-time to Improve Enrollment Forecasting and Planning**
   - Track how many families are progressing through each step of the application process in real time
   - Generate reliable, real-time data, analytics, and reports to inform key operational/budget decisions

- o Gain insight into recruiting/retaining students at key grade-level transitions (e.g. 8th to 9th grade)
- o Improve enrollment outreach & capture shifting population and choice trends earlier in the year

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ANALYSIS (IF APPLICABLE)

Key:

- (SM) = SchoolMint Inc.
- (SMT) = Smart Choice Technologies

Review Committee Results:

Total scores were determined by calculating the review committee responses using the provided rubric.

1. MSA 7 Leadership – Total Score **SM=163**, SMT=145
2. MSA 1 Leadership – Total Score **SM=160**, SMT=146
3. MPS Home Office – Accountability Team – Total Score **SM=155**, SMT=151

Office Manager Survey Results:

Total Responses: 18

Survey response options included:

- Strongly Agree
- Mostly Agree
- Somewhat Agree
- Do Not Agree

Categories and Survey Scores:

1. Will increase efficiency – Score: **SM= 3/5**, SMT=2/5
2. User friendly – **SM=47.1% Strongly Agree**, SMT=16.7% Strongly Agree
3. Will reduce office workload – **SM=29.4% Strongly Agree,** SMT=23.5% Strongly Agree
4. Strong accessibility – **SM=23.5% Strongly Agree,** SMT=11.1% Strongly Agree

5. Customer support – **SM=41.2% Strongly Agree,** SMT=less than 1% Strongly Agree
6. Would you recommend it? – **SM=41% Strongly Agree, 35.3% Mostly agree,** SMT= less than 1% Strongly Agree, 55.6% Mostly Agree

Survey Result Totals from the Six Categories:
- **SchoolMint Inc. = 6/6**
- Smart Choice Technologies = 0/6

Budget Implications

The cost will be prorated for each MSA school based on their total enrollment figures yearly in the month of April through the duration of the five-year agreement. Payment is due to SchoolMint Inc. yearly on May 1st.

- Year 1 = $37,000 – Includes: Annual site cost, annual license cost, setup, implementation, and training cost
- Years 2-5 = $32,500 – Includes: Annual site cost and annual license cost (will escalate proportionally to enrollment)

As long as enrollment stays within plus or minus 500 students of our current 4000 students at the ten schools we operate, the price will remain the same. The contract will increase or decrease by $5.00 per student if we exceed that threshold. For every new MPS school we add to the ten in the current agreement, the cost will increase by $1250.00 annually.

Exhibits (attachments):

Attachments:
1. Evaluation Rubric
2. MPS Office Manager survey feedback
3. SchoolMint Inc. contract
4. SchoolMint Inc. service agreement

Magnolia Public Schools

Score Sheet - Online Electronic Enrollment RFP

Rater:	Applicant:
	TOTAL SCORE:

Background

Magnolia Public Schools is made up of 10 school sites located throughout Southern California, which is transitioning to Illuminate Student Information and Data & Assessment that is hosted and supported through Magnolia Public Schools.

The 10 schools are comprised of 3,900-4,000 student's grades TK-12.

The product would be purchased as a consortium to include all schools. Billing would be managed through Magnolia Public Schools. Implementation and support would be as each individual school. Enrollment forms and processes would be unique to each school site. Please breakdown costs per site in order to calculate for budgeting.

Purpose

The purpose of this Request for Proposal is to solicit proposals to establish a contract through competitive negotiations for the purpose of providing an internet based Online Student Enrollment Platform to be used by Magnolia Public Schools SIS Consortium families.

Services are to commence during the 2018-19 school year, with implementation in a timely basis to use for registration/re-registration for 2018-19 and 2019-20 academic school year (use during summer 2018).

It is our goal to optimize our student enrollment process. In an effort to obtain this goal, Magnolia Public Schools SIS Consortium is looking for a viable platform that is designed to help all families easily access the necessary forms and documents to enroll their children.

Any award / contract will be pending the Magnolia Public Schools Board approval and availability of funds.

The period of the initial contract term shall hold pricing constant for at least a period of five (5) years from contract execution.

Scope of Work

At a minimum, the platform should provide solutions in the following areas:

- Student Recruitment – Ability to capture interested families' details to start communicating with them as well as allow them to register for other enrollment events.
- Open Enrollment/Choice – Ability to provide an online application process for choice schools/programs as well as transfers. Including the ability to handle lotteries and waitlists.
- Registration (New/Returning Students) – Ability to provide an online application to register new students and re-register returning students. Application should populate specified data for re-registration of returning students.
- Year Round Forms – Ability for online forms for other purposes than registration (i.e. field trip forms). Ability for online forms that pre-populate with specified data for updating of student information for registered students.
- Communication – Ability to communicate with parent contacts to send notifications of re-registration or reminders of items needed.
- Reporting – Comprehensive reports of the process and where families are in the process.
- SIS Integration – Provide direct connection with Illuminate via API for data transfers between systems, based on custom field mappings and admin user data verifications.

Requirements

Requirements are broken down into sections. Answer every question in each section completely as these areas are the focus of our review.

Functional Requirements

<u>Compliance Legend and Score Key:</u>

3 = Compliant

2 = Partially Compliant

1 = Future Compliant

0 = Not Compliant

	Requirement	Compliance	Comments
General Requirements			
1.	Easy to use and implement district wide.		
2.	Provides customizable approach to enrollment management that spans pre-k, elementary, middle and high school.		
3.	System should offer multiple levels of access, so users are only presented with information that is directly relevant to them and should have access to. (e.g Central Administrator, School Level Administrator, Other staff, Parents, etc).		
4.	All web pages and links, accessed by parents, must be ADA compliant.		
Student Recruitment			
1.	Allow forms to be placed on school/district website to collect initial interest from parents.		
2.	Interest forms should pipe directly to tools that will allow administrators to communicate with families.		
3.	Ability for schools to publish recruitment events such as open houses on website or social media.		
4.	Customizable and configurable "School Finder" functionality that incorporates pictures, videos and other information.		
5.	"School Finder" functionality should allow for the families to directly take from a school profile. eg. "Express Interest", "Register/RSVP for Events", "Apply", "Register."		
6.	Families can access a profile for each school which may include but is not limited to demographics, test scores and school performance, school rating, maps, transportation routes, college readiness and career programs, before and after school programs, meals offered, sports, and historical choice information.		
Open Enrollment/Choice			
1.	Allow and accept multiple applications.		

2.	Allow multiple lotteries and sub-lotteries.		
3.	Allow parents to rank schools by preference.		
4.	Ability to deploy conditional forms.		
5.	Ability to track status of application.		
6.	Ability to manage inter/intra district transfers.		
7.	System should support the ability to import of lottery and assignment results from a third-party system via API, CSV, or XLS.		
8.	Schools need to see which applicants are eligible for an offer and easily send them a notification.		
9.	Ability to create an unlimited number of customized application forms.		
10.	Annually, all students should be automatically calculated and assigned an assumed baseline school for the upcoming school year based on any combination of the following data points: student address, current enrollment, geography, grade, and district policies.		
Registration (New and Returning Students)			
1.	Ability for parents to access registration documents via mobile (via App or Browser) and desktop devices.		
2.	Ability for parents to upload required documents.		
3.	Ability for forms to carry over fields to reduce redundancy.		
4.	Ability to make certain fields or sections required for parents.		
5.	Ability to indicate boundary or catchment zones so that parents can quickly understand.		
6.	Allow for registration forms to be conditional.		
7.	Ability to verify student records from admin perspective.		
8.	Ability for an admin to register on behalf of a student.		
9.	Ability for an admin to easily add a paper registration into the system.		
10.	System needs to allow for parents to electronically sign off or initial on sections or forms.		
11.	Ability for parents to track status of registration or verification.		

12.	Ability to create an unlimited number of customized registration/re-registration forms.		
13.	System should be capable of verifying addresses.		
14.	System should have enabled workflows to allow for required documents to be verified before completing the registration process. If documents are incomplete system should allow for automated notifications to families.		
15.	Depending on specific enters by the family, the system should allow for departments to be notified so that additional follow up can take place. e.g when a family enters that a student is ESL the language testing department should be notified.		
16.	Ability to allow parents to enter registration/re-registration forms without requiring access to Illuminate Parent Portal. Therefore not requiring pre-entry of data into Illuminate by admin user before parents able to access forms.		
Year-Round Forms			
1.	Ability to create an unlimited number of customized forms.		
2.	Verification process for packets launched throughout the year.		
3.	Allow for conditional questions on year round forms.		
4.	Allow for parents to update information as needed throughout the year.		
5.	Ability for admin users to set required fields and formatting for the purpose of collecting data.		
6.	Ability to restrict to a specific parent account the ability to update data. i.e. divorced parents ability for restricting parents from altering other parent's information.		
Reporting/Analytics			
1.	Provide graphical reports that encapsulate the entire the student enrollment journey from student recruitment, applicant, new student registration to returning students.		
2.	Status tracking that allows a parent to see their real time status throughout enrollment process.		
3.	Provide various standard and customizable real-time reports.		

		Compliance	Comments
4.	Provide notifications to administrative staff when specific fields or information have been updated by parents.		
5.	Provide admin users notification of possible duplicate student, ability to merge/update student records.		
Communications			
1.	Supports e-mail, text, and phone communications to parents with triggered based on multi-criteria search.		

Technical Requirements

|	Requirement	Compliance	Comments
1.	Completely Web based and browser driven requiring no remote clients.		
3.	Vendor hosted and web delivered via the internet as an ASP.		
4.	Compatible commonly used browsers using only default installation settings.		
5.	Supports automated data exchange between platform and Magnolia Public Schools student information system, Illuminate SIS.		
6.	System should allow for automated username and password retrieval from both the family and admin interfaces.		
7.	All web pages or links must be ADA compliant.		

18 responses

SUMMARY   INDIVIDUAL

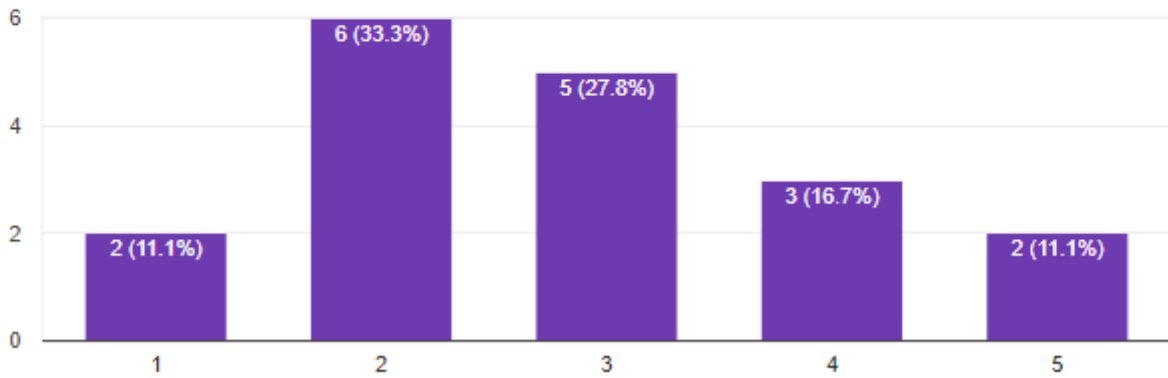Accepting responses

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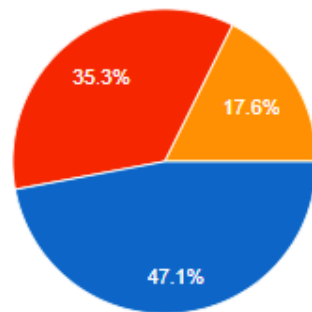### Will increase efficiency- - SchoolMint
17 responses
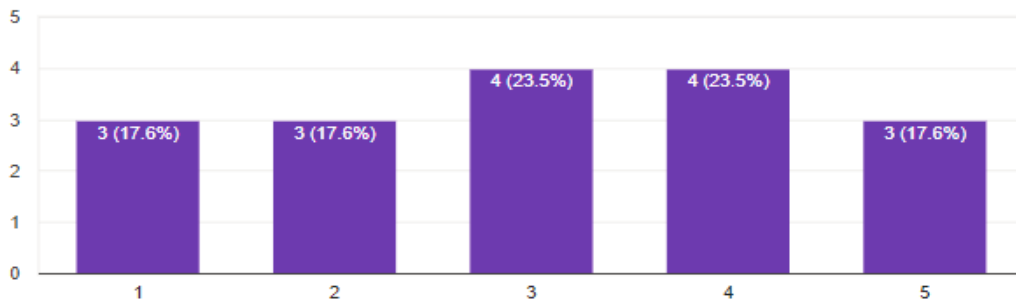
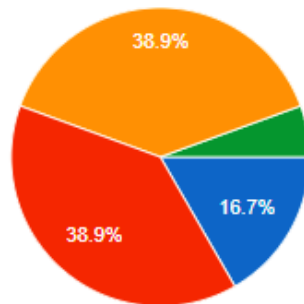### Will increase efficiency - Smart Choice
18 responses

User Friendly - School Mint

17 responses

- ● Strongly Agree
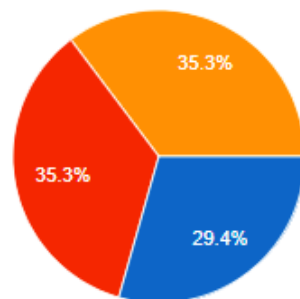- ● Mostly Agree
- ● Somewhat Agree
- ● Do not Agree

35.3% 17.6% 47.1%

User Friendly - Smart Choice

18 responses

- ● Strongly Agree
- ● Mostly Agree
- ● Somewhat Agree
- ● Do not Agree

38.9% 38.9% 16.7%

Will Reduce Office Workload - School Mint

17 responses

- ● Strongly Agree
- ● Mostly Agree
- ● Somewhat Agree
- ● Do not Agree

35.3% 35.3% 29.4%

Will Reduce Office Workload - Smart Choice

17 responses

Legend:
- Strongly Agree
- Mostly Agree
- Somewhat Agree
- Do not Agree

Pie chart values:
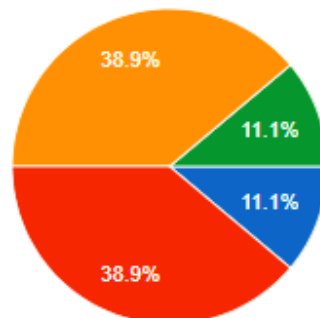- 35.3% (Somewhat Agree - orange)
- 35.3% (Mostly Agree - red)
- 23.5% (Strongly Agree - blue)
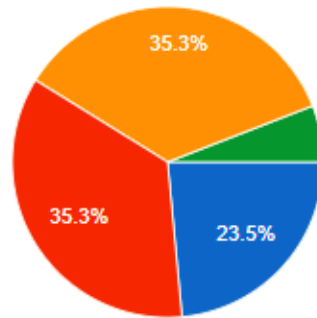
Strong Accessibility - School Mint

17 responses

Legend:
- Strongly Agree
- Mostly Agree
- Somewhat Agree
- Do not Agree

Pie chart values:
- 52.9% (Mostly Agree - red)
- 17.6% (Somewhat Agree - orange)
- 23.5% (Strongly Agree - blue)
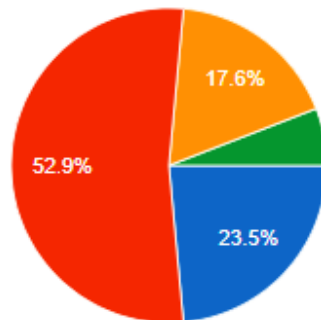
Strong Accessibility - Smart Choice

18 responses

Legend:
- Strongly Agree
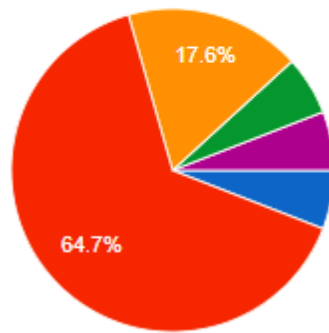- Mostly Agree
- Somewhat Agree
- Do not Agree

Pie chart values:
- 38.9% (Somewhat Agree - orange)
- 38.9% (Mostly Agree - red)
- 11.1% (Do not Agree - green)
- 11.1% (Strongly Agree - blue)

Customer Support - School Mint

17 responses
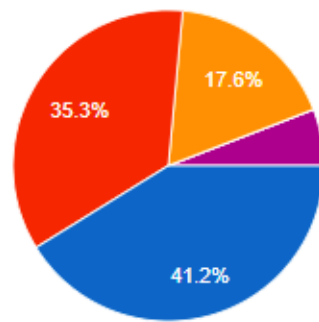
- ● Strongly Agree
- ● Mostly Agree
- ● Somewhat Agree
- ● Do not Agree
- ● did not discussed

41.2%
35.3%
17.6%
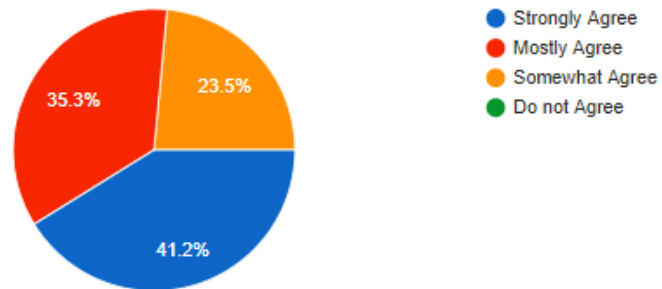
Customer Support - Smart Choice

17 responses

- ● Strongly Agree
- ● Mostly Agree
- ● Somewhat Agree
- ● Do not Agree
- ● did not discussed

64.7%
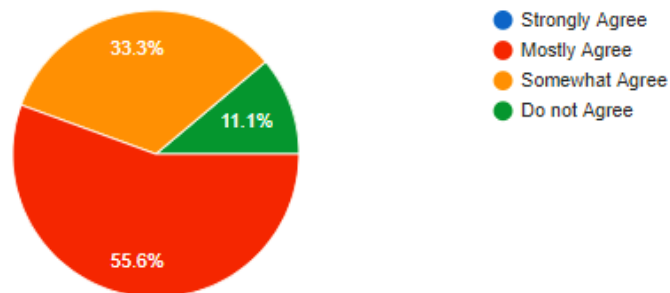17.6%

Would you Recommend it? - School Mint

17 responses

- Strongly Agree
- Mostly Agree
- Somewhat Agree
- Do not Agree

35.3%
23.5%
41.2%

Would you Recommend it? - Smart Choice

18 responses

- Strongly Agree
- Mostly Agree
- Somewhat Agree
- Do not Agree

33.3%
11.1%
55.6%

Additional Feedback/Concerns

4 responses

School Mint - I like the different reports and mass messaging. Smart Choice doesn't look as user friendly, I am not as such enthusiastic.

Like the notification options and language options

School Mint seems like the more simple option for parents to use. It will be beneficial to have various options to send out notifications.

I need a hands on experience on both systems.

SchoolMint

Proposal for Magnolia Public Schools

Prepared for:
Ismael Soto
Chief External Officer
Magnolia Public Schools

Prepared by:
Jeremy Kharrazi
Account Executive
SchoolMint

Table of Contents

A Customized Solution For Magnolia Public Schools

Thank you for your time and your consideration of SchoolMint! I have enjoyed learning about Magnolia Public Schools and your requirements for the project.

I am confident we have the best solution for your needs. Before diving into pricing, here is a summary of the strategic benefits that we offer to our charter school and network customers.

Achieve Enrollment Goals through More Effective Marketing and Outreach:

- Engage with prospective families and track their interest before they even walk in the door
- Easily manage parent outreach and events with automated or scheduled messages and RSVPS
- Access reports to see which outreach and marketing efforts are working to achieve enrollment goals
- Increase public awareness of the strengths of your network and schools

Deliver a Smoother, More Equitable and Transparent School Choice Experience for Families:

- Support an accessible application process (in up to 20 languages, available on mobile and web)
- Communicate with parents easily through voice, text, & email messaging across multiple devices
- Give parents real-time access to their student's application/waitlist status right from their phones
- Provide a friendly user interface to save parents time and minimize redundant inquiries

Transform Your Lottery, Waitlist, and Offer Assignment Processes:

- Design customized lotteries including complex priorities/preferences & weights by school or grade
- Manage every aspect of your lottery process with transparency, including a complete audit trail
- View dynamically-updated waitlists and send offers to eligible students with the click of a button
- Optimize offer assignments for families applying to and ranking preferences for multiple schools

Streamline Application and Registration Management for School Administrators:

- Create and collect application forms including document uploads, signatures & recommendations
- Improve data integrity and avoid duplicative and incorrect data entry from manual processes
- Reduce costs associated with print, postage, and storage of excess documentation
- Maintain data accuracy with SchoolMint-SIS data integrations

Access Reliable Data in Real-time to Improve Enrollment Forecasting and Planning:

- Track how many families are progressing through each step of the application process in real time
- Generate reliable, real-time data, analytics, and reports to inform key operational/budget decisions
- Gain insight into recruiting/retaining students at key grade-level transitions (e.g. 8th to 9th grade)
- Improve enrollment outreach & capture shifting population and choice trends earlier in the year

Solution Overview

SchoolMint is a cloud-based school choice and student enrollment platform for PreK-12 charter and district schools. We partner with school systems to transform the enrollment experience for the diverse families they serve, as well as for the school administrators who manage this process. Over 6,000 schools have selected SchoolMint to streamline all aspects of school choice and enrollment, including outreach/marketing, applications, lotteries, waitlist management, registration, and year-round communications and forms.

Charter school administrators are well aware of the difficulties associated with a paper-based or outdated lottery and application processes. SchoolMint was founded to address these pain points while helping charter organizations to maintain healthy enrollments and grow. In addition, SchoolMint integrates with leading student information system providers to ensure a smooth data transfer experience for our customers.

Join The SchoolMint Party

SchoolMint's Online Enrollment Simplifies KIPP's Registration Process with Increased Efficiency and Data Insights

Challenge

KIPP Bay Area Schools is committed to helping its students achieve academic excellence. With KIPP's rapid expansion, the system was increasingly overwhelmed by the time-consuming and resource-intensive process of paper-based application and enrollment. Each year, they were deluged by more than 150,000 sheets of paper from over 5,000 applicants and needed a more seamless and efficient solution. KIPP turned to SchoolMint for a streamlined online enrollment platform that not only saves time, but also makes the school staff's jobs easier.

Solution

"We spent a lot of time looking at several online enrollment products, and SchoolMint really stood out for us," says Cindy Tsai, Director of Regional Operations at KIPP Bay Area. "We liked the fact that they understood our specific needs and were really willing to work with us to optimize the system. Also, the user interface is much easier to use and is more intuitive than the other platforms we looked at. The great design and commitment to service are truly outstanding."

Benefits

SchoolMint's Administrative Portal lets authorized personnel quickly access critical real-time enrollment and demographic data. Staff can easily track the number of applicants, know their status at all times, manage waitlists, and view the total number of acceptances throughout the process. The Communications Portal facilitates parent-school interactions with texts, emails, and phone calls; it also automatically sends personalized messages, reminders, and updates to parents during the school year.

The SchoolMint team worked closely with KIPP Bay Area Schools to provide a solution that is not only paperless but automatically manages admissions and student data across the board. "The immediacy of the access to data has been a real game-changer for us," observes Liz Coffin- Karlin, KIPP High School Matriculation Coordinator. "SchoolMint makes it easy to stay in direct and immediate contact with parents. I can see when an application is incomplete and then request the required information promptly from the parents. Getting into schools is very competitive; if the application isn't completed in time, the student doesn't get in."

Tsai also found SchoolMint's dedicated support team to be a key factor in the success of the implementation. "A big part of our mission is to make sure kids go on to higher education," adds Coffin-Karlin. "Eighty-six percent of our students continue to college and we're always searching for ways to make those numbers even higher. SchoolMint automates the time-consuming enrollment process so that we can focus on what really matters to us: helping students succeed."

View this blog, Make Smarter Decisions with More Timely Enrollment Data for more information on how an online enrollment system can help your school quickly understand enrollment trends to inform recruitment and decision-making.

Bay Area
California

11 Schools

3,800+ Students

Who We're Working With

Uncommon Schools | ASPIRE PUBLIC SCHOOLS | Achievement First PUBLIC CHARTER SCHOOLS | Falls Lake Academy | KIPP:

IDEA Public Schools | ACCEL Day and Evening Academy | LEARN CHARTER SCHOOL NETWORK | JAC | summit public schools | CEIBA COLLEGE PREP

"Our schools are able to better manage the application process from start to finish (because of SchoolMint). Plus, it makes the process significantly easier and more intuitive for our families. I would recommend SchoolMint to any charter management organization."

— **Charlie Wolfson** | *Director of Project Management,*
Alliance College-Ready Public Schools

Proudly serving over 2+ million students across 6,000 nationwide.

Pricing Overview

ORDER FORM NO. 1 TO THE MASTER SOFTWARE AS A SERVICE AGREEMENT

1. TERM

This Order Form 1 ("Order Form") is entered into by **SchoolMint, Inc.** ("SchoolMint") and Magnolia Public Schools ("Customer") as of _____ ("Order Form Effective Date") pursuant to the terms of the Master Service Agreement (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Order Form. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

This Order Form shall remain in effect for a period of 36 MONTHS ("Order Form Term"), unless earlier terminated in accordance with the Agreement.

2. PRODUCT:

Feature Menu
Priced Modules in Bold Below - Optional Modules/Features Listed for Reference
New Student Registration/Re-enrollment • **Ability to build and launch all new student registration & re-enrollment forms to families.**
Application Management • **With a single account, families can submit inquiry forms, applications for multiple children to multiple schools, rank their preference, track application status, respond to offers. Status tracking reporting updated in real time.** • **Lottery / Offer / Waitlist Management: Ability to build lotteries and manage waitlists for any and all school sites/grade levels. Includes Open Seat Tracking and Priorities**.
Part of Purchased Package (no additional charge): • **Communications (email and text messages out of the box)** • **Data Analytics and Reporting** • **SIS Integration via export/import**
Student Recruitment: Interest Tracker/Event Management CRM • **Tool to capture interest from different marketing outreach methods and report on the outcome of these efforts.**
General Packets/Year Round Forms • Ability to launch forms throughout the year to families (ex. Athletic registration forms, field trip forms,

summer program enrollment packets, etc.)

Language Translation
- Hard-coded parts of SchoolMint are provided in English and Spanish for no extra charge. Translations of hard-coded SchoolMint fields and Custom Forms (application, registration or other forms) offered at additional charge. SchoolMint has translated system up to 20 different languages so far.

Fee Collections*
- Ability to collect a one-time fee per packet (ex. Application fee for international schools, field trip fee, athletic fee, etc.)

* (4% + $0.30 per transaction fee)

Voice Calls
- Ability to send robo calls or recorded messages via phone call right from the system

Custom Branding
- Landing page and Custom CSS

Teacher Recommendations
- Ability to attach teacher recommendation as part of applications, registration , or general year round forms.

Data Import
- Import of new student data

3. IMPLEMENTATION AND SUPPORT

Items	Description
Phone Support	8 AM to 5PM CST
Email Support	24/7 (< 24 response time for critical issues)
Dedicated Acct Manager	Your account manager will be your main point of contact for initial implementation, training and on-going support
Configuration	Your Implementation fee includes working with your account manager to complete the initial implementation for forms, priorities and lottery rules into SchoolMint. (After the initial implementation is complete and approved, subsequent changes to forms, priorities, etc. will be charged on an hourly consulting basis)
Forms	Your implementation fee includes building up to 15 custom forms based on editable PDFs or Word forms. Your administrators have the ability to build any number of additional forms on their own.
Imports	Your implementation fee includes a yearly import for re-enrolling students. Additional imports can be accommodated at an hourly consulting basis

Languages	SchoolMint supports English and Spanish by default. SchoolMint questions and account creation instructions are available in English and Spanish by default, and SchoolMint will be able to accommodate any Spanish translations provided by the customer for custom questions in the customer's application or registration forms. There will be a separate and additional fee for the addition of commonly supported languages and the addition of other languages . Please check the current pricing with the Customer Success Team if it's not included in your current package.
Custom Exports	SchoolMint can build custom exports based on your specifications. Throughout the year, you can request quotes. Total cost is based on your requirements.
Training	Your implementation fee includes up to 5 hours of training in your first year conducted by SchoolMint Customer Success team – SchoolMint 101, Communications, Lottery, Registrations and Re-enrollment. Any additional trainings in the first year, or subsequent years is charged at our hourly consulting rate. Access to video and written training materials and webinars will always be available to you.
Hourly Consulting Rate	$100 / hr.

4. LICENSE LIMITATIONS AND FEES

a. Usage Limitations and License Fees are as follows

Type of License	Year 1	Year 2	Year 3	Year 4	Year 5
# of Students	4,000	4,000	4,000	4,000	4,000
# of Sites	10	10	10	10	10

Costs Summary	Year 1	Year 2	Year 3	Year 4:	Year 5:
Annual Site Costs	$12,500	$12,500	$12,500	$12,500	$12,500
Annual License Costs	$20,000	$20,000	$20,000	$20,000	$20,000
Setup, Implementation, Training Costs	$4,500	—	—	—	—
Total	$37,000	$32,500	$32,500	$32,500	$32,500

Invoice Schedule	$ Per Year
Year 1: May 1. 2018	$37,000
Year 2: May 1, 2019	$32,500
Year 3: May 1, 2020	$32,500
Year 4: May 1, 2021	$32,500
Year 5: May 1, 2022	$32,500

By signing here, both parties agree to SchoolMint's "Master Service Agreement".

Payment Terms:

Please make all checks payable to:

SchoolMint Inc.
564 Market Street, Suite 500,
San Francisco, CA, 94104

You can also make payments by Bank Transfer.

Bank Name: Silicon Valley Bank:
Address: 3003 Tasman Drive, Santa Clara, CA 9054, USA
Account No: 3302132232
Routing #: 121140399 **Swift Code:** SVBKUS6S
Terms: Payment term is due net 30 days

Magnolia Public Schools
Name:
Signature:

Title:
Date:

SchoolMint Inc.
Name: Jinal Jhaveri
Signature:

Title: CEO
Date:

Annual license costs automatically renew every year unless Customer provides SchoolMint with advance notice (60 days) prior to license original expiration date. If you cancel sixty (60) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth. For additional details, view our Payment Policy.

SchoolMint

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

Main Contact:

Name: _____

Phone: _____

Email address: _____

Address: _____

Licensee Onboarding/Implementation Contact:

Name: _____

Phone: _____

Email address: _____

Address: _____

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

Name: _____

Phone: _____

Email address: _____

Address: _____

Accounts Payable/Finance Contact:

Name: _____

Phone: _____

Email address: _____

Address: _____

Master Service Agreement

SchoolMint is committed to the highest standards.

This Master Service Agreement("Agreement") is entered into by SchoolMint, Inc. with a primary place of business at 564 Market St. Suite 500 San Francisco, CA 94104 ("SchoolMint") and contracting entity ("Licensee"). The parties hereby agree as follows:

1. DEFINITIONS

a.   "Additional Licenses" means licenses that may be procured during the Term in addition to the initial licenses as set forth in an Order Form.

b.   "Enterprise Support. If set forth in an Order Form, Enterprise Support includes Standard Support plus telephone support and a dedicated support liaison.

c.   "Licensee Content" means any original content submitted by Licensee through use of the Services, or content that has been collected from other sources and provided by Licensee. "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 Licensee as well as School Administrators residing working at the contracting entity ("Licensee") authorized to use the Services on behalf of Licensee by submitting a username and password.

f.   "Order Form" means a document referencing this Agreement in which the business terms of an arrangement are sufficiently detailed such that SchoolMint can fulfill the order.

g.   "Services" shall mean the software as a service, including any underlying technology offered by SchoolMint to Licensee 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).

h.   "Enrollment System" mean internet-based accounts and system created by Schoolmint to manage admissions and parent-school communication.

i.   "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.

j.   "Term" means the subscription term as set forth in an Order Form.

2. USE OF SERVICE

a.   License. SchoolMint hereby grants to contracting entity, non-exclusive, worldwide, and non-transferable license to access and use the Services on a subscription basis during the Term, for accepting applications for contracting entity, in accordance with any limitations herein and as set forth in an Order Form.

b.   License Restrictions. Licensee 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 the contracting entity ("Licensee"); (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 an Order Form. Licensee is responsible for any and all actions taken using Licensee's accounts and passwords, and for Named Users' compliance with this Agreement. Enrollment System is configured by Licensee and may be changed at any time during the Term, up to the specified limits. Licensee 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 Licensee'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 Licensee may re-configure the Services accordingly.

d.   Licensee Conduct. In using the Services, Licensee agrees to the following: (i) Licensee 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 Licensee'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 Licensee 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 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) Licensee shall ensure that Licensee'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) Licensee shall not hack nor shall it permit others to hack the Services.

4. SUPPORT

As specified in an Order Form, SchoolMint will provide Standard Support or Enterprise Support at no additional charge.

5. 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. Licensee may provide input, suggestions, recommendations, comments and other feedback about the Services ("Feedback"). Licensee 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 Licensee 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 Licensee a non-exclusive, worldwide, royalty-free, license to access and use any Additional Features during the Term, for the purposes contemplated hereunder.

6. FEES & PAYMENTS

a.   Fees and Payment. All fees are as set forth in an applicable Order Form and shall be invoiced and paid by Licensee net 30 from date of invoice. Subscription fees are payable annually, in advance, and

SchoolMint may invoice as of the Effective Date of an Order Form. Licensee 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. SchoolMint has full right to increase the fees on a year-to-year basis. The increment in fees per year will not exceed 20% of the original yearly subscription fees.

b.   Suspension of Service. In the event that payment is more than 30 days past due, SchoolMint reserves the right to suspend and/or terminate the Services and the Agreement, including any Order Form. SchoolMint will notify Licensee of such delinquency at least 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.

7. TERM AND TERMINATION

a.   Term. This Agreement shall remain in effect from the Effective Date through expiration of the Term set forth in an Order Form, subject to termination in accordance with this Agreement.

b.   Termination for Cause. Either party may terminate this Agreement, including an applicable Order Form, immediately upon notice if the other party: (i) fails to cure a material breach of this Agreement within 30 days of receiving written notice of such breach if such breach is capable of a cure, or immediately upon notice in the event of a material breach which is not by its nature capable of cure; (ii) ceases operation without a successor; or (iii) becomes the subject of any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding. In the event of a breach of Section 2.4 (Licensee Conduct), SchoolMint may immediately terminate the Agreement, including any Order Form.

c.   Effect of Termination. Upon expiration or termination of this Agreement for any reason (i) Licensee shall immediately cease all use of and access to the Services, including any SchoolMint IP; (ii) each party shall return any and all Confidential Information of the other in its possession, or, upon request, destroy such Confidential Information and certify destruction thereof; and (iii) Licensee shall immediately pay to SchoolMint all fees due through the date of termination.

d.   Survival. The following Sections shall survive expiration or termination of this Agreement: 2(b) (License Restrictions), 3(c) (Indemnification by Licensee), 5 (Ownership), 6 (Fees and Payment), 7 (Term and Termination), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidential Information), and 13 (General Terms).

8. NO WARRANTY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE 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.

9. LIMITATIONS OF LIABILITY

a.   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, EVEN IF SCHOOLMINT HAS BEEN ADVISED OF the POSSIBILITY OF SUCH DAMAGES IN ADVANCE. 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.

b.   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.

c.   The above limitations shall survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose.

10. INDEMNIFICATION

SchoolMint shall indemnify, defend and hold Licensee harmless from and against any claim brought by a third party claiming infringement of any U.S. intellectual property right based upon Licensee's authorized use of the Services; provided that: (a) Licensee provides SchoolMint with prompt written notice of the claim; (b) SchoolMint retains the sole and exclusive right to direct the defense or settlement of such claim; and (c) Licensee provides reasonable cooperation at SchoolMint's expense. If Licensee's use of the Services is found to infringe, or if in SchoolMint's opinion it may be found to infringe, SchoolMint may, in its sole discretion, terminate the Agreement and refund to Licensee any pre-paid fees for the portion of the Term not rendered. The foregoing obligation shall not apply if: (i) the Services are modified by any party other than SchoolMint or (ii) the alleged infringement is due to unauthorized use of the Services. THIS SECTION SETS FORTH SchoolMint's SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

11. 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 SchoolMint IP, passwords, pricing and the terms of this Agreement, including any Order Form, 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.

12. Publicity (Announcements and Press Releases

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

a.   SchoolMint and Licensee can each use the other's Marks for marketing and public relations. Licensee agrees that SchoolMint can use licensee's name and Marks on the SchoolMint website to identify Licensee in general marketing materials and in demonstration versions of the product.

b.   Press Releases. Both parties 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 the parties' business relationship, successful implementation, and/or another newsworthy topic pertaining to the licensee.

c.   Participate in a (written or video) case study detailing business benefits the licensee has derived from using the SchoolMint product that would be promoted in the marketing materials.

13. Piggyback/Rider Clause

The licensor agrees to allow the licensee and other public agencies and school districts in the U.S. to purchase additional items, at the same terms and conditions that apply to this contract. Districts and agencies may order additional items/features in quantities and amounts. Any Liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.

14. U.S. GOVERNMENT.

The Services 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.

15. GENERAL TERMS

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

a.   Assignment. Neither party may assign this Agreement in whole or in part without the other party's prior written consent; however SchoolMint may assign this Agreement to a successor-in-interest of all or substantially all of its stock, assets, or voting securities, provided that such successor agrees to be bound by the terms of this Agreement. Any attempted assignment in violation of this provision will be void.

b.   Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be construed to the maximum extent possible and the Agreement shall otherwise remain in effect.

c.   Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any claim arising from this Agreement shall be brought in the state and federal courts having jurisdiction in San Mateo County, California.

d.   Notice. Any notices hereunder shall be in writing and sent to the parties at the addresses identified in the first paragraph of this Agreement unless otherwise designated in writing and shall be deemed effective: (i) if given by hand, immediately upon receipt or (ii) if given by overnight courier service, the first business day following dispatch.

e.   Waivers. Failure by either 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.

f.   Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter hereof, including the terms of any unsigned click-wrap license that may be required prior to Licensee's use of the Services. No terms contained in a purchase order shall have any force and effect, even if signed and returned by SchoolMint. Any modification of this Agreement shall be in writing and signed by each party.

g.   Security. SchoolMint is FERPA and COPPA compliant. We don't sell or distribute any student or parent information. All the communication from web and mobile client to the server happens over a secure channel https channel. Also all our servers are in private cloud and a secure database avoiding any direct access from outside. We encrypt any critical student information and we also implement a secure Role based access control with solid authentication/authorization to avoid any data and information leaks.

h.   Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation hereunder (except for the payment of money) 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, or refusal of a license by a government agency.

i.   Authorized Signatory. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of his or her respective company.