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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lucia Moritz, Executive Director, High School Linked Learning Office
Rebecca Lacocque, Director, High School Linked Learning Office

Meeting Date March 10, 2021

Subject Grant Award and Memorandum of Understanding - Synopsys Silicon Valley Science & Technology Outreach Foundation - High School Linked Learning Office

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding between the District and the Synopsys Silicon Valley Science & Technology Outreach Foundation, Palo Alto, CA, accepting a Grant Award from the latter, in the amount of \$5,000.00, to sponsor the Oakland Unified Science & Engineering Fair via the High School Linked Learning Office, pursuant to the terms and conditions thereof, for the period January 5, 2020 through June 30, 2021.

Background The 2021 Oakland Science & Engineering Fair (OSEF), the 63rd Annual District Science & Engineering Fair, will be held virtually on May 3-7, 2021. Last year, there were 166 students and 55 local STEM professionals that participated and 107 projects submitted. In the midst of a pandemic, students showcased their scientific creativity and engineering ingenuity.

Discussion Approval by the Board of Education of a Memorandum of Understanding and Grant Award from the Synopsys Silicon Valley Science & Technology Outreach Foundation, Palo Alto, CA, accepting a Grant Award from the latter, in the amount of \$5,000.00, to sponsor the Oakland Unified School District Science & Engineering Fair via the High School Linked Learning Office.

Fiscal Impact Synopsys Silicon Valley Science & Technology Outreach Foundation Grant in an amount not to exceed \$5,000.00.

Attachment(s)

- Memorandum of Understanding
- Grant Face Sheet


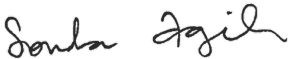
OUSD Grants Management Face Sheet

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| Title of Grant: Oakland Unified Science & Engineering Fair Sponsorship | Funding Cycle Dates: January 5, 2020 – June 30, 2021 |
| Grant's Fiscal Agent: (contact's name, address, phone number, email address) Synopsys Silicon Valley Science & Technology Outreach Foundation Katherine Naszardi, President 690 East Middlefield Road Mountain View, CA 94043 650-584-5000 naszradi@synopsys.com | Grant Amount for Full Funding Cycle: \$5,000.00 |
| Funding Agency: Synopsys Silicon Valley Science & Technology Outreach Foundation | Grant Focus: To fund the 2021 district-wide Oakland Science and Engineering Fair (OSEF). |
| List all School(s) or Department(s) to be Served: All OUSD schools | |

| Information Needed | School or Department Response |
|---|---|
| How will this grant contribute to sustained student achievement or academic standards? | This grant will provide funding for the district-wide Oakland Science & Engineering Fair (OSEF), an exhibition of science and engineering projects from our K-12 schools. These projects showcase and celebrate student progress towards the Next Generation Science Standards (NGSS) through an authentic, project-based approach. Participating students will receive feedback from local STEM professionals, including an opportunity to "Zoom" with a local scientist or engineer, which is intended to inspire students to continue to achieve in the STEM fields. |
| How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | A preliminary report will be provided to the Foundation by May 1, 2021 with a summary of event expenditures and statistics on student participation, and a final report will be provided by June 1 with update information. This will not include personally identifiable information on the students. |
| Does the grant require any resources from the school(s) or district? If so, describe. | No |
| 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 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.) | No |
| Will the proposed program take students out of the classroom for any portion of the school day? | No |

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| (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.) | |
| Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.) | Brenda Tuohy CTE Coach, Engineering & Computer Science High School/ Linked Learning Oakland Unified School District 1000 Broadway, Suite 440, Oakland, CA 94607 (510) 879-1129 Brenda.Tuohy@ousd.org |

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|-------------------------|------------------|---|---------|
| Principal/Administrator | Rebecca Lacocque |  | 2/1/21 |
| Chief Academic Officer | Sondra Aguilera |  | 2/11/21 |

Grant Office Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|----------------|-----------------------|-------------|------|
| Fiscal Officer | | | |
| Superintendent | Kyla Johnson-Trammell | | |

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of January 5, 2020 by and between the Synopsys Silicon Valley Science & Technology Outreach Foundation (the "Foundation") and the Oakland Unified School District Science & Engineering Fair (EIN: 946000385) (the "OUSD") to set forth a framework regarding the sponsorship of the 2021 Oakland Unified School District Science & Engineering Fair (the "Fair"), to take place on May 3-14, 2021. The Foundation will make a sponsorship grant to OUSD totaling \$5,000 for the Fair (the "Grant"). OUSD acknowledges that the Grant is conditioned on the terms and conditions of this MOU. In consideration of the mutual promises and covenants contain herein, the parties agree as follows:

1. OUSD agrees that it will use the Grant for the purposes described above. OUSD shall immediately repay to Foundation any portion of the Grant funds which is spent or committed for any purpose other than the purpose for which the Grant was made.
2. The parties further agree that the Foundation will be named and listed in all printed materials as sponsoring the Fair. All publicity and collateral materials for the Fair will include the Foundation logo, preceded by the phrase "sponsored by."
3. OUSD agrees to hold the Foundation, its officers, agents, employees, volunteers, subsidiaries and affiliates (including Synopsys, Inc.) harmless against any claims (including negligence or any other causes of action) arising from or in connection with any act of omission of OUSD, its employees, volunteers, or agents, in connection with (a) the use of the virtual fair platform(s), technology, or tools or (b) OUSD's performance of any part of this MOU.
4. Due to the virtual nature of their 2021 Fair, OUSD affirms that it has in place student policies applicable to their online participation in the Fair. OUSD agrees to develop OUSD further agrees to develop a description of rules and procedures for student online participation.
5. The Grant will be paid as follows:

Beginning on or around January 11, 2021: one (1) payment of \$5,000 for the Fair.
6. The OUSD further agrees that it will retain full responsibility and control of the Fair and will consider input (if any) from the Foundation.
7. The OUSD further agrees that any and all public communication(s) or statement(s) that mention or implicate the Foundation or Affiliates must first be reviewed and approved by the Foundation prior to its publication.
8. The OUSD further agrees to provide a preliminary report on the Fair to the Outreach Foundation no later than May 1, 2021. Such report will contain a summary of event expenditures and statistics on student participation at the Fair.
9. The OUSD further agrees to provide a final report on the Fair no later than June 1, 2021. Such report will contain: (1) updates on all event expenditures; (2) updated statistics on student participation at the Fair; and (3) quantitative and qualitative information regarding the participation and performance of any student from the Fair who also participated at the California State Science Fair (CSSF) and International Science & Engineering Fair. This will not

include personally identifiable information from the students' educational records.

10. The OUSD further agrees that, during the term of this agreement, it will continue to fundraise to support the Fair at levels similar to, or exceeding, the amounts raised to support the Fair in recent years.
11. OUSD agrees to maintain commercial general liability (or public liability) insurance with limits of liability of at least:
 - \$1,000,000 - Per Occurrence
 - \$1,000,000 - Personal & Advertising Injury
 - \$2,000,000 - General Aggregate
 - \$2,000,000 – Products (Completed Operations Aggregate).
12. The OUSD further agrees to name the Foundation and all of its officers, directors, members, employees as additional insureds under the applicable insurance policies mentioned herein.
13. This MOU shall terminate on June 30, 2021.
14. The parties agree that this MOU does not create an agency, partnership, employment or joint venture relationship between the parties.
15. The Foundation may terminate this MOU, with or without cause, at any time with thirty (30) days' written notice to OUSD. If OUSD has already received and expended the granted amount at the time of termination, OUSD will not be required to repay the amount.
16. This MOU shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.
17. Each individual signing this MOU, whether signed individually or on behalf of any person or entity, warrants and represents that the individual has full authority to so execute this MOU on behalf of the party on whose behalf he or she signs. Each of the parties separately acknowledges and represents that this representation and warranty is accurate and is an essential and material provision of this MOU and will survive the execution of this MOU.
18. All notices required under this MOU shall be in writing and shall be delivered to the following addresses, which may be modified in writing from time-to-time by a party:

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| If to Foundation, at: | Synopsys Silicon Valley Science & Technology Outreach Foundation c/o Katherine Naszradi, President PO Box 61018 Palo Alto, CA 94306 |
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| If to OUSD, at: | Oakland Unified School District c/o Josh Daniels 1000 Broadway Avenue, Ste 300 Oakland, CA 94607 |
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19. This MOU shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties hereto. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties may execute this MOU by facsimile signature, which will be deemed an original signature.
20. OUSD agrees not to use any portion of this grant to compensate any person who serves on both the OUSD and Foundation boards of directors during the term of this agreement.

IN WITNESS WHEREOF, this MOU is made and intended to be effective as of the Effective Date.

Synopsys Silicon Valley Science & Technology
Outreach Foundation:

Oakland Unified School District

by: _____

by: Sondra Aguilera

Katherine Naszradi
President, Synopsys Silicon Valley Science & Technology
Outreach Foundation

Sondra Aguilera
Chief Academic Officer
Oakland Unified School District

Approved as to form by OUSD Staff Attorney Joanna Powell on 1/5/2021.

Joanna L. Powell

K. Johnson-Trammell

3/11/2021

Kyla Johnson-Trammell, Secretary, Board of Education

Shanthi Gonzales

3/11/2021

Shanthi Gonzales, President, Board of Education