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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** June 30, 2021

**Subject** Memorandum of Understanding for Hosting California Climate Action Corps Fellows – Strategic Energy Innovations – Health & Wellness Unit - Community Schools and Student Services Department

**Ask of the Board** Ratification by the Board of Education of Memorandum of Understanding for Hosting California Climate Action Corps Fellows between the District and Strategic Energy Innovations, San Rafael, CA, for the District to host two California Climate Corps Summer Fellows from June 14, 2021 through August 31, 2021 at no cost to the District.

**Background** The California Climate Action Corps Fellowship program leverages the power of AmeriCorps to advance climate actions that engage community members, cultivate change, and leave a lasting impact. The program connects organizations and agencies with talented, motivated emerging leaders to move the needle on climate change in the community.

**Discussion** The District’s development of the new Central Kitchen, Education Complex and Farm provides a perfect opportunity to partner with California Climate Action Corps Fellows as the District tries to reimagine fresh food production and nutrition education. These fellows will partner on researching and setting up compost systems, researching the soil and supporting the greenhouse and garden.

On May 25, 2021, District staff executed a Memorandum of Understanding to host two California Climate Action Corps Summer Fellows for the period June 14, 2021 through August 31, 2021, at no cost to the District. You are now asked to ratify that agreement.

**Fiscal Impact** No fiscal impact

**Attachment(s)**

- Memorandum of Understanding for Hosting California Climate Action Corps Fellows

**MEMORANDUM OF UNDERSTANDING FOR HOSTING  
CALIFORNIA CLIMATE ACTION CORPS FELLOWS**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of \_\_\_\_\_ by and between the Oakland Unified School District ("Partner") and Strategic Energy Innovations (SEI), a non-profit organization.

**RECITALS**

- SEI is acting as an Intermediary Partner for the California Climate Action Corps Summer program, as part of the federal AmeriCorps program that is being implemented by Bay Area Community Resources (BACR) in partnership with California Volunteers.
- The California Climate Action Corps provides climate action support to organizations in California through service provided by AmeriCorps Fellows (Fellows). Fellows can only work on contracted and allowable service activities (implementing climate action or climate education projects, engaging volunteers).
- The Partner desires to host 2 California Climate Action Corps Fellows who will provide certain services, and SEI desires to provide those services.
- Compensation for services is being provided through third party funding.
- The Partner and SEI enter into this Agreement in order to memorialize the terms of SEI's performance of the services and the Partner's obligations with respect thereto.

**AGREEMENT**

**I. Allowable Service Activities and Prohibited Activities**

Bay Area Community Resources has contracted with AmeriCorps (formerly Corporation for National and Community Service – CNCS) through California Volunteers to implement the California Climate Action Corps. **Fellows can only work on service activities approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.**

Partner agrees that any Fellows assigned to the Partner will only participate in the activities described below:

- 1) Climate Action and/or Education: Assisting one or more organization to implement specific climate action projects and/or climate education projects that they would otherwise not be able to complete.
- 2) Volunteer Engagement: Supporting community climate action by engaging, recruiting, and supporting volunteers.
- 3) Training and Professional Development: Up to 20% of Fellow service time (60 of 300 total hours) can be spent on virtual training including an orientation at the start of the service term, regularly scheduled synchronous trainings, and professional development and networking opportunities. SEI will provide a calendar of program training activities to Partner and will notify Partner of any schedule changes in advance. Partner will allow Fellow to attend all Program events, including, without limitation, Program orientation and webinar trainings so that Fellow can fulfill his or her Program training requirements and enhance his or her professional development. Time spent by the Fellow at these events will count as training hours under the Program Plan.

Federal guidelines further restrict certain activities, which cannot be engaged in by California Climate Action Corps Fellows or Supervisors while charging time to the AmeriCorps program, accumulating

service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps (the agency). This includes direct fundraising or grant writing, which are not allowable activities in California Climate Action Corps. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

- 1) Attempting to influence legislation;
- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;
- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8) Providing a direct benefit to—
  - a) A business organized for profit;
  - b) A labor union;
  - c) A partisan political organization;
  - d) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e) An organization engaged in the religious activities described above, unless CNCS assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as CNCS may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Per Federal Guidelines and Bay Area Community Resources policies, Climate Action Corps Programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

- 1) SEI and Partner will comply with Equal Opportunity Employment guidelines.
- 2) SEI and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
- 3) SEI and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
- 4) SEI and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

## II. SEI Responsibilities

- 1) General Program Responsibilities
  - a) SEI will pre-screen Fellows to serve at Partner site. Partner will assist in the interviewing and selection of Fellows.
  - b) Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
  - c) Work to provide support and guidance for Fellows and Partner, addressing any concerns that might develop during the service term.

### III. Fellow Responsibilities

- d) Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service term.
- e) Participate in an orientation and complete up to 60 hours of training through dedicated Fellow training, development, and service days.
- f) Serve a minimum of 300 hours, with at least 240 hours dedicated to Partner's climate action, volunteer, and/or climate education activities.
- g) Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Section I above.
- h) Complete accurate project reporting in a timely manner as required by the Corporation for National Community Service (CNCS), including: hours served, climate action and/or climate education outcomes, volunteers recruited and supported.
- i) Avoid participation in prohibited activities.
- j) Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.

### IV. Partner Responsibilities

- 1) Identify one staff member to act as the "Site Supervisor" for the project and point person for both the Fellow and program staff who shall support project implementation and professional development by:
  - a) Setting aside at least 1 hour/week to check in with each assigned Fellow and provide assistance for each approved project.
  - b) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
  - c) Completing an initial performance assessment of each Fellow (survey and goal setting) and completing a final performance review survey prior to the end of the service term.
  - d) Seeking opportunities to integrate Fellows' professional goals into project activities.
  - e) As appropriate, facilitating Fellows' transition at the end of their service term by introducing Fellows to relevant colleagues and networks.
  - f) Provide adequate professional workspace for Fellows (e.g., desk, computer, phone), and ensure that site and workplace are accessible to individuals with disabilities if needed.
  - g) If needed due to shelter-in-place requirements, be able to support remote service for Fellows (e.g. remote access to files, plans for remote check-in and support, technology support for remote work)
  - h) As applicable to project activities of the Fellow role, Partner is required to follow state and local public health guidelines to ensure appropriate COVID related training, support, and protection for Fellows, and to avoid placing them in unsafe conditions or asking them to conduct activities without appropriate safety management protocols in place.
- 2) Develop defined project scope(s) to be completed during the service term. Defined scopes shall:
  - a) Identify climate action and/or climate education targets, tracking, and reporting methods.
  - b) If the project does not include specific volunteer components, include at least 1 volunteer event that Fellows can support during the service term.

- c) Post volunteer opportunities Fellows are involved with on VolunteerMatch and connect to the Climate Action Corps.
- 3) Keep program staff apprised of project developments and/or challenges.
- 4) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with program staff in a timely manner so program staff can assess the challenges and intervene as needed.
- 5) Not displace Partner staff or volunteers through the use of Fellows, nor have Fellows perform any services or duties that would supplant the hiring of employed workers.
- 6) Not offer the Fellow part time work that is substantially similar to their California Climate Action Corps scope of work, nor offer them full time employment with a start date prior to the Service term.
- 7) Support any additional project reporting defined as requested by program staff.
- 8) SEI may visit Partner sites, with advanced notice and permission, and film, photograph, and otherwise document Program and Fellow activities, for those with a signed SEI Media Release Form, during normal business hours and with reasonable advance notice.
- 9) Allow SEI to share results of all reporting with Bay Area Community Resources, California Volunteers, and AmeriCorps, for required grant reporting, marketing, and promotions.

SEI and Partner acknowledge that Fellows are employees of BACR. SEI will notify each Fellow that Fellow is not an employee of SEI nor of the Partner.

## **V. Reimbursable Expenses**

SEI and Bay Area Community Resources do not cover project related expenses related to the service project. All project related expenses are the responsibility of Partner.

Should Partner wish to have a Fellow incur project related expenses, those expenses shall be submitted to Partner in writing for approval prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Fellow Responsibilities (Section III).

## **VI. Timeline**

All tasks enumerated in Section III are to start on June 14th, 2021 and should be completed by August 31<sup>st</sup>, 2021.

### **V11. Confidentiality**

In working together on the Program, SEI and Partner may share non-public information (“confidential information”) with one another including information about financial, funding, and other matters. SEI and Partner will each use the other party’s confidential information only in connection with activities under this MOU and will keep this information confidential. Confidential information does not include information generally available to the public, information already known by the receiving party before entering into this MOU, and information independently developed. All confidential information furnished under this MOU is and will remain the property of the furnishing party.

#### **V111. Publicity**

##### **Publicity by SEI**

SEI may identify Partner as a host site or “program partner” in the Program, and describe its work with Partner and Fellow in internal and external communications, including, without limitation, on SEI’s

website, the Climate Corps website, and in its marketing or outreach materials. SEI may use Partner's name and logos, as well as photos, videos, and other materials created during site visits in connection with these efforts.

### **Publicity by Partner**

Partner may identify itself as a host site or "program partner" in the Program, and describe its work with SEI and Fellow in internal and external communications, including, without limitation, on its website and in its marketing or outreach materials. Partner may use SEI's name and logos in connection with these efforts in accordance with guidelines that SEI may provide.

## **IX. Liability**

### **Insurance**

Both parties shall take out and maintain during the life of this MOU such liability insurance as shall protect each entity while performing work covered by this MOU from any and all claims for damages and all operations under this MOU, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

Required Coverage. Both parties shall procure and maintain liability coverage which shall not be less than the following amounts:

- Commercial General Liability and Property Damage insurance including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
- Umbrella liability in an amount not less than \$2,000,000 per occurrence and annual aggregate.

Required Rating. Insurance carriers must have a Best rating of A(-)X or better.

Endorsements and Certificates of Insurance. Both entities, its Officers, Agents and Employees must be named by endorsement on Partner's Commercial General Liability and Property Damage Policies as co-insured or additional insured.

Certificates of Insurance and endorsements for coverages required herein shall be filed with SEI prior to the commencement of work. The certificates shall provide that if the policy or policies be canceled by the insurance company or Partner during the term of this MOU, thirty (30) days written notice prior to the effective date of such cancellation will be given to each entity. The certificates shall also show the information that Strategic Energy Innovations is named on Partner's Commercial General Liability and Property Damage policies as co insured or additional insured. Certificates shall clearly state that "Strategic Energy Innovations, its Officers, Agents and Employees are named as additional insured per attached endorsement".

### **Indemnification**

Partner and SEI will each defend, indemnify and hold the other and its directors, officers, employees, agents, and assigns (collectively, "Parties") harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from: (a) claims by Fellow against Parties which arise from performance of activities under or breach of this MOU, including, without limitation, interactions between Fellow and Partner's employees, contractors, or

volunteers; or (b) actions of Fellow in accordance with directions provided by Partner. Partner and SEI will have no obligation to indemnify the other Party to the extent liability is caused by a Party's own gross negligence or willful misconduct.

**Limitation of Liability**

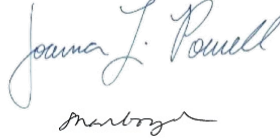
Neither SEI nor Partner, nor any of their respective directors, officers, employees, agents, or assigns, will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this MOU. For clarity, Partner assumes full risk and responsibility for any accidents related to operation of Partner-owned vehicles by Fellow during the Service Term. SEI and Partner and all of their respective directors, officers, employees, agents and/or assigns will maintain insurance for both General Liability and Auto for the activities agreed upon in the MOU.



Andrea Bustamante, Executive Director

DATED: May 25, 2021

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 5/24/21.



Shanthy Gonzales, President, Board of Education 7/1/2021



Kyla Johnson Trammell, Secretary, Board of Education 7/1/2021



Stephen Miller, Deputy Director  
SEI

DATED: 5/14/2021