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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** September 8, 2021

**Subject** Climate Corps Education Outside Agreement with Strategic Energy Innovations

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**Ask of the Board**  Approve Climate Corps Education Outside Agreement  
 Ratify Climate Corps Education Outside Agreement

**Services** Strategic Energy Innovations (SEI) will provide District with one Climate Corps Education Outside Fellow. In accordance with a schedule of up to 16 program lessons per week, Fellow will deliver a minimum of 7.5 hours of instruction to a minimum of 200 students as well administering pre- and post-Program assessments to at least 200 students who have received at least 7.5 hours of instruction.

**Term** Start Date: 8/23/21 End Date: 8/3/22

**Not-To-Exceed Amount** \$24,000.00

**Competitively Bid** No. Agreement under bidding threshold.

**In-Kind Contributions** District must provide a paid mentor teacher to supervise Fellow's day-to-day activities and performance

**Funding Source(s)** Resource 0005 – Central Office Supplemental

**Background** As part of its green workforce program, SEI maintains a Climate Corps Education Outside fellowship program that provides professional

development and experiential learning opportunities for emerging science and ecoliteracy educators. SEI recruits, trains, and places Climate Corps Education Outside Fellows with schools and districts, where they lead hands-on outdoor science and ecoliteracy instruction, maintenance of the school garden, and school sustainability projects.

On July 16, 2021, District staff executed a Memorandum of Understanding with SEI to provide a Fellow to augment programming in support of The Center and school gardens.

**Attachment(s)**

- Climate Corps Education Outside Agreement
- Insurance Documentation

# Climate Corps Education Outside Agreement

This is a Memorandum of Understanding (“MOU”), dated as of July 16, 2021, between Strategic Energy Innovations (“SEI”), a California nonprofit corporation and **Oakland Unified School District** (“Partner”), a school district.

## Background

A. SEI is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Its mission is to build leaders to drive climate solutions.

B. As part of its green workforce program, SEI maintains a Climate Corps Education Outside fellowship program (“Program”) that provides professional development and experiential learning opportunities for emerging science and ecoliteracy educators. SEI recruits, trains, and places Climate Corps Education Outside fellows (each, a “Fellow” or a “member”) with schools and districts, where they lead hands-on outdoor science and ecoliteracy instruction, maintenance of the school garden, and school sustainability projects.

C. Partner desires to participate in the Program by hosting a Fellow on the basis set out in this MOU in order to provide its students with additional science and ecoliteracy instruction outdoors, formative experiences in the natural world, and a thriving school garden.

D. This MOU has two parts. The first part sets out framework understandings regarding the arrangement, including Fellow training and supervision, reporting, communication, and termination. The second part, a document attached as **Exhibit A** and referred to as the “Program Plan,” sets out the specifics of the arrangement, including the Fellow service term, payment schedule, and contact persons.

## SEI and Partner agree as follows:

### 1. Program Initiation

#### 1.1 Recruitment and Selection

SEI will recruit, screen, and select a Fellow to serve the Partner during the service term set out in the Program Plan (“Service Term”).

#### 1.2 Employment Relationship

SEI and Partner acknowledge that Fellow is an employee of SEI. SEI will notify each Fellow that Fellow is not an employee of Partner.

#### 1.3 Fellow Orientation

At the start of the Service Term, SEI will provide Fellow with an orientation to the Program. Partner will provide Fellow with an orientation to Partner’s mission, staff, programs, operations, systems, and facilities.

#### 1.4 Fellowship Scope

Fellow will be available to provide Program lessons to all K-5 students, in accordance with a schedule of up to 16 Program lessons per week. Fellow will deliver a minimum of 7.5 hours of instruction (equivalent to ten 45-minute lessons) to a minimum of 200 students (equivalent to eight classes) throughout the school year. The number of lessons for other students will be mutually agreed upon by both parties. Fellow will administer pre- and post- Program assessments to at least 200 students who have received 7.5 hours of instruction, and to up to all K-5 students at the school. All lessons shall be provided in the presence of a certificated teacher. Variations to this schedule must be agreed to by the Fellow and the Partner. Fellow will also provide garden maintenance and coordinate volunteer engagement opportunities in the garden space.

In the case of Partner operating in distance learning due to COVID-19, Fellow will provide remote instruction to students using the Program’s existing library of virtual curriculum and model for virtual

Program delivery. Other Program activities will be converted to remote as much as possible, in accordance with health and safety regulations.

### **1.5 SEI Fee**

In consideration for the services provided by SEI, Partner will pay to SEI the fees specified in the Program Plan.

SEI will assume all Program expenses for site-based personnel, training, and curriculum. Any additional site supplies or expenses shall be paid for directly by the Partner.

### **1.6 Late Fees**

[removed]

### **1.7 Prohibited Activities**

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, SEI staff and members may not engage in the following activities

- a) Attempting to influence legislation;
- b) Organizing or engaging in protests, petitions, boycotts, or strikes;
- c) Assisting, promoting, or deterring union organizing;
- d) Impairing existing contracts for services or collective bargaining agreements;
- e) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f) 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;
- g) 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;
- h) Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. A partisan political organization;
  - iv. 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
  - v. An organization engaged in the religious activities described in paragraph g) above, unless CNCS assistance is not used to support those religious activities;
- i) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j) Providing abortion services or referrals for receipt of such services; and
- k) Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

### **1.8 Tuberculosis and Fingerprinting.**

By signing this Agreement, SEI certifies compliance with the following requirements, and will provide Partner with evidence of Fellows' qualifications, which include:

Tuberculosis Screening: Fellows must submit to a tuberculosis risk assessment as required by Education Code 49406. If tuberculosis risk factors are identified, Fellows must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, Fellows shall obtain an x-ray of the lungs. At his/her discretion, Fellows may choose to submit to the examination instead of the risk assessment.

Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to services under this Agreement and SEI certifies its compliance with these provisions as follows: "SEI certifies that SEI has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to Fellow, and the California Department of Justice has determined that Fellows has not been convicted of a felony, as that term is defined in Education Code section 45122.1. SEI further certifies that it has received and reviewed fingerprint results for Fellows and has requested and reviewed subsequent arrest records for Fellow.

## **2. Training and Support**

### **2.1 Fellow Training**

SEI will train and support the Fellow with a training program that includes a combination of: a two week-long Program orientation, regular Friday trainings that comprise a mix of in-person and virtual training events, a mid-year two-day retreat, an end of program symposium, and two performance reviews. Time spent by the Fellow in this training program will count as training hours under the Program Plan.

### **2.2 Mentor Teacher and Site Support**

Partner will designate a paid mentor teacher ("Mentor Teacher") to supervise Fellow's day-to-day activities and performance. The responsibilities of the Mentor Teacher include, without limitation: (a) guiding Fellow towards achieving the goals set out in the Fellowship Scope, (b) meeting with Fellow one-on-one at least weekly to discuss instructional practice, and (c) providing feedback on Fellow performance twice per year in a survey. If Partner changes the Mentor Teacher, Partner will provide SEI with written notice setting out the name and title of the new Mentor Teacher

Partner shall ensure that a certificated teacher shall accompany each class of students to the outdoor lesson garden space for the duration of Program lesson time. Such certificated teachers are expected to provide support with classroom management of students while attending Program lessons, including taking attendance at the start of each lesson. (Note: Climate Corps Fellows are not credentialed teachers, therefore it is legally required that a credentialed teacher attend the full duration of Program garden lessons.)

Partner or their designee (a certificated teacher) shall collaborate with the Fellow to design lesson schedules that serve K-5 classes, with a maximum of 16 Program lessons per week and a minimum of 7.5 hours of instruction (or ten 45-minute lessons) per school year to at least 200 students (or eight classes), with master scheduling to be worked out with the Partner.

Partner or Mentor Teacher will review and approve Fellow's timecards on a bi-monthly basis

Partner will facilitate Fellow access to collaboration with school staff in the following ways, to the maximum extent feasible by the Partner site:

- l) Assign a member of the Partner's teaching staff to serve as a Mentor Teacher for the Fellow. These Mentor Teachers should orient Fellow to the school site, meet with Fellow regularly, and address issues with Program staff as needed.
- m) Access to all-staff email group or list, to be used in accordance with Partner site rules and applicable law, and solely for the implementation of this Agreement and for no other purpose (for example and without limitation: no advertising, no commercial solicitations, and no prohibited political solicitations or messages).
- n) Support Fellow in providing pre- and post- Program assessments to at least 200 students who have received 7.5 hours of instruction, and to up to all students at the school. This includes providing access to computer lab/laptops/tablets with internet access. Given the nature of the assessments, SEI prefers 4th and 5th grade students receive 7.5 hours of instruction and take the assessments.
- o) Allot time at staff meetings for Fellow introduction and Program announcements, as needed.
- p) Include Fellow in all appropriate emergency planning, including provision of walkie-talkie (if applicable, and in the sole discretion of the Partner), and a copy of the Partner site emergency plan.
- q) Foster curriculum collaboration by providing a minimum of one hour each semester for the Fellow to meet with each grade level team.

Partner or designee will meet with Program staff and Fellow for a site orientation at the beginning of the program period. Partner or designee will proactively communicate with Program staff to provide feedback or address issues as they arise, or as soon as is practically feasible in the sole discretion of the Partner.

### **2.3 Ownership of Materials**

For clarity, SEI owns the intellectual property rights in all curriculum, training, and professional development materials and documents referred to in this MOU. In the event that a Partner officer, agent, or employee contributes to the development of modified or new materials and documents using Partner resources, in which case Partner shall jointly own the intellectual property rights in said materials and documents. Modified curriculum and related materials are derivative of SEI materials but contain a significant proportion of new content designed and developed with Partner input and that extend beyond assembling existing SEI materials and basic maintenance, such as updates to reflect technology advancements and copy edits.

## **3. Fellow Responsibilities, Scheduling, and Supervision**

### **3.1 Fellow Responsibilities**

Partner may assign specific responsibilities to Fellow so long as they are consistent with the Fellowship Scope.

### **3.2 Payment to Fellow; Additional Funding**

SEI will pay Fellow a living stipend ("Living Stipend"), offer health insurance, and facilitate access to eligible resources such as Cal-Fresh, childcare, and the AmeriCorps end of program education award ("Education Award"). The Fellow stipend in 2021-22 will be \$1,127.50, distributed twice per month, and the AmeriCorps education award, distributed after term completion, will be \$10,000.

### **3.3 Hours and Work Schedule**

The standard number of service hours for Fellows ("Standard Hours") is set out in the Program Plan. Partner and Program will provide Fellow with a reasonably consistent schedule during the Service Term so that Fellow can fulfill their Required Hours. During the school year, Fellow will serve an average of 36 hours on site per week, Monday-Friday. On approximately half of all Fridays, Fellow will be off-site for Program training days. During the summer months, Fellow may work reduced hours during the week, as long as they complete all responsibilities and remain on track to meet their Required Hours.

### **3.4 Work Environment and Resources**

Partner will provide Fellow with adequate workspace and other support resources reasonably necessary for Fellow to complete their work, including:

- a) A work space inside the school building that is easily accessible and includes an unshared desk
- b) Access to a computer, internet, on-site printers, and copiers
- c) A mailbox
- d) Acquisition of garden supplies paid out of the school's garden budget or use of the school's existing garden supplies, as needed
- e) If a budget exists for garden supplies, provide Fellows with the ability to acquire supplies directly paid for from such funds, as needed
- f) Access to school supplies such as paper, pencils, and other materials, as needed
- g) Access to computer lab/laptops/tablets with internet access for at least 200 students (or eight classes) for both pre and post assessments
- h) An adequate outdoor learning environment for Program lessons, incorporating the garden infrastructure listed below, prior to the start of programming:
  - vi. A whiteboard or chalkboard in the outdoor lesson space
  - vii. Student seating that can accommodate the largest class at the school
  - viii. Secure supply storage space, such as a shed or cabinet
  - ix. Planting areas (in-ground or raised beds)
  - x. A working hose bib in the garden that provides access to water

Any requested item listed above that is not able to be provided at a particular Partner site may be discussed between the Fellow and the Partner, in an effort to arrive at an adequate substitute for the requested item. Provision of any requested item is based on the ability of the Partner to provide.

As a federal grantee, SEI is required by the Drug-Free Work Place Act of 1988 to provide members with a drug-free environment.

SEI is responsible for the safety of its site-based staff in the performance of activities under this MOU. Therefore, site-based staff may not participate in projects that pose undue safety risks to such site-based staff.

As a grantee of AmeriCorps, SEI sites must grant acceptance or permission to display AmeriCorps poster(s) and/or information, where AmeriCorps members are actively serving. School hereby agrees to permit the display of such poster(s) and/or information, if applicable.

### **3.5 Fellow Attendance at Climate Corps Events**

Partner will allow Fellow to attend all Program events, including, without limitation, orientation, semi-monthly trainings, retreats, field trips to other Climate Corps partner sites, and the Climate Corps Symposium, so that Fellow can fulfill their Program training requirements and enhance their professional development. Time spent by the Fellow at these events will count as training hours under the Program Plan.

## **4. Reporting and Recordkeeping**

### **4.1 Program Reports**

Partner will complete and submit or support all Program forms, surveys, assessments, progress reports, Fellow evaluations, and other documents requested by SEI (which SEI understands and agrees must comply with student data confidentiality), including:

- a) Biannual professional development assessment providing feedback on Fellow activities
- b) Anonymous student Science Activation and Ecoliteracy assessments for at least 200 students
- c) Partner surveys as requested

Partner will provide SEI with the text of its directory information and photo consent form, as well as a list of those students whose directory information and photo may be released. SEI may share results related to the Program for the purpose of grant reporting, program marketing, and fundraising.

#### **4.2 Site Visits**

SEI may visit Partner sites and observe Fellow instruction, film, photograph, and otherwise document Program and Fellow activities during normal business hours and with reasonable advance notice.

#### **4.3 Recordkeeping**

SEI and Partner will each maintain records relating to its Program responsibilities in a manner such that the other can evaluate compliance with this MOU. SEI and Partner will make those records available for review by the other on reasonable notice during the term of this MOU and for a period of three years after its termination.

### **5. Communication**

#### **5.1 Program Contacts**

SEI and Partner will each appoint one individual to act as primary contact person and to coordinate activities in connection with the Program. The initial appointees are identified in the Program Plan. SEI and Partner each may change its contact person at any time and will so advise the other.

#### **5.2 Cooperation**

SEI and Partner acknowledge Fellow's success in the Program depends in large part on the effectiveness of collaboration between the parties. Both parties will provide timely access to data, information, and personnel, ensure the accuracy and completeness of data and information provided, and promptly notify one another about challenges, concerns, and successes.

#### **5.3 Fellow Performance**

SEI cannot guarantee specific performance results for any Fellow. Partner will notify SEI immediately of any problems with Fellow's professional performance or conduct, including, without limitation, failure to report to a site or unprofessional behavior. SEI will work with Partner to coordinate an appropriate response.

#### **5.4 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.

### **6. Publicity**

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

SEI may, in its sole discretion, identify Partner as a host site or "program partner" in the Program, and, subject to Section 5.4, 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 under Section 4.2, in connection with these efforts.

#### **6.2 Publicity by Partner**

Partner may identify itself as a host site or "program partner" in the Program, and, subject to Section 5.4, 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, including the Climate Corps Education Outside name and logos, in connection with these efforts in accordance with guidelines that SEI may provide.



## **7. Fellow Withdrawal, Replacement, and Refunds**

### **7.1 Fellow Withdrawal**

SEI cannot guarantee Fellow's participation in the Program for the full Service Term. If, before the end of the Service Term, Fellow leaves the Program voluntarily, is terminated by either SEI or Partner for performance-related reasons, or is hired by Partner as an employee, he or she will be considered withdrawn from the Program, and SEI and Partner will discuss whether to find a replacement. If SEI or Partner decide not to replace Fellow, or if SEI fails to find a replacement after reasonable efforts to do so, then this MOU will terminate effective as of the date of Fellow's withdrawal from the Program.

### **7.2 Refund to Partner without Replacement**

In the event that a Fellow leaves the program prior to the conclusion of their Fellowship and before April 1, 2021, a pro-rated amount of the partner fee will be returned to the Partner. Pro-rated amounts are determined by the total partner fee divided by the number of bi-monthly Fellow stipend payments during the Fellowship term multiplied by the number of stipend payments that will not be distributed due the Fellow's early leave. The partner fee is used throughout the year for Fellow stipends, benefits, training, and programmatic costs; all partner feefunds will be absorbed by the program by the April 1, 2021 deadline, so no pro-rated amount will be issued for a Fellow's leave after that date.

## **8. Term and Termination**

### **8.1 Term**

This MOU takes effect when signed by both SEI and Partner, and will expire upon completion of the Service Term, unless terminated earlier under Sections 7.1, 8.2 or 8.3.

### **8.2 Termination by Partner**

Partner may on its own terminate this MOU at any time by providing written notice of that decision to SEI. Such a termination will be effective 30 days after receipt of notice by SEI. If Partner terminates this MOU for reasons unrelated to Fellow withdrawal as set out in Section 7.1, SEI will have no obligation to refund any amounts to Partner.

### **8.3 Termination by SEI**

SEI may on its own terminate this MOU at any time by providing written notice of that decision to Partner. Such a termination will be effective 30 days after receipt of notice by Partner. SEI will refund to Partner any fees paid under the Program Plan, prorated from the start of the Service Term through the effective date of termination.

### **8.4 Effect of Termination**

If the MOU terminates, SEI and Partner will cooperate in transition activities and will use reasonable efforts to minimize any adverse impacts of the termination. Partner will pay any outstanding balances due to SEI. In addition, Sections 2.4, 4.3, 5.4, 6.1, 8.4, 9.2, 9.3, and 10 will survive the termination of this MOU.

## **9. Liability**

### **9.1 Insurance**

Both parties shall take out and maintain during the life of this Agreement such liability insurance as shall protect each entity while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, 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 (unless agreed in writing by the Executive Vice Chancellor or Designee's Office):

- 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 Contractor'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 each party prior to the commencement of work. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, 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 Contractor'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".

### **9.2 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 Parties employees, contractors, or volunteers; or (b) actions of Fellow in accordance with directions provided by Parties. 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.

### **9.3 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.

## **10. General Provisions**

### **10.1 Entire Agreement**

This MOU, together with the Program Plan, expresses the final, complete, and exclusive agreement between SEI and Partner, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between

SEI and Partner relating to its subject matter. If there are any inconsistencies between the Program Plan and this MOU, the Program Plan will control.

**10.2 Amendment**

This MOU may be amended only as stated in and by a writing signed by both SEI and Partner which recites that it is an amendment to this MOU.

**10.3 Independence**

SEI and Partner are and will remain independent contracting parties. The arrangements contemplated by this MOU do not create a partnership, joint venture, fiduciary, or similar relationship for any purpose. Neither SEI nor Partner has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communications is solely for convenience.

**10.4 Severability**

If any provision of this MOU is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

**10.5 Waiver**

Any waiver under this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

**10.6 Assignment**

Neither SEI nor Partner may assign its rights or delegate its duties under this MOU to anyone else without the prior written consent of the other party, except that each party may assign all of its rights and obligations under this Agreement without the other party's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

**10.7 Notices**

Notices and consents under this MOU must be in writing and delivered by mail, hand delivery, fax, or email to the contact persons set out in the Program Plan.

**10.8 No Third-Party Beneficiaries**

Except as provided in Sections 9.2 and 9.3, this MOU is for the exclusive benefit of SEI and Partner and not for the benefit of any third party, including, without limitation, any Fellow, or any employee, affiliate, vendor, or client of SEI or Partner.

**10.9 Governing Law**

This MOU will be governed by California law.

**10.10 Counterparts**

This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and considered one instrument. Transmission by mail, fax, or PDF of executed counterparts will constitute effective delivery.

\* \* \* \* \*

Executed by authorized signers of each party as of the date stated in the first paragraph of this agreement. Partner signatories certify that they have been delegated with the authority to enter into the present contract pursuant to the requirements of the district and the California Education Code.

**Strategic Energy Innovations**

**Oakland Unified School District**

**DISTRICT REPRESENTATIVE**

Signature: Stephen M. Miller

Signature: Sandra Aguilera

Print Name: Stephen Miller

Print Name: Sandra Aguilera

Title: Deputy Director

Title: Chief Academic Officer

Date: 7/16/2021

Date: 7/16/2021

Approved as to form by OUSD Staff Attorney  
Joanna Powell 7/9/2021.

*Joanna J. Powell*

*Shanthy Gonzales*

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Shanthy Gonzales, President, BOE

*Kyla Johnson-Trammell*

\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent & Secretary, BOE

## Exhibit A Program Plan

### Fellow service information

<b>Service Term</b>	Fellow service term at Partner site: August 23, 2021 to August 3, 2022
<b>Standard Hours</b>	Climate Corps Education Outside Cycle: 1,700 total hours, allocated as follows: <ul style="list-style-type: none"><li>• 1,560 hours of on-site service with Partner (“on-site hours”)</li><li>• 140 hours of training led by SEI (“training hours”)</li></ul>

### Partner fee

<b>Amount</b>	\$ 24,000
<b>Timing</b>	Partner will pay the fee in two installments: <ul style="list-style-type: none"><li>• \$12,000 due September 30, 2021</li><li>• \$12,000 due January 31, 2022</li></ul>

## Partner contact information

During the Term of this MOU, School designates the following contact as its primary representative with regard to this MOU and whom shall have overall responsibility for managing and coordinating Partner performance of its obligations under this MOU, and be authorized to act for and on behalf of Partner with respect to all matters relating to this MOU.

<b>Contact person and title</b>	
<b>Email address</b>	
<b>Phone number</b>	
<b>Mailing address</b>	
<b>Billing contact information (if different from above)</b>	
<b>P.O. Number (if applicable)</b>	

## SEI contact information

<b>Contact person and title</b>	Dru Marion, Associate Program Manager
<b>Email address</b>	drumarion@seiinc.org
<b>Phone number</b>	415-578-1039
<b>Mailing address</b>	100 Smith Ranch Rd, Suite 124 San Rafael, CA 94903

## Additional terms

<b>[Category]</b>	[other terms]
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\* \* \* \* \*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	<b>CONTACT NAME:</b> Denise Billings / Robin Brazell / Vanessa Weidauer <b>PHONE (A/C, No, Ext):</b> (415) 898-1600 <b>E-MAIL ADDRESS:</b> robin@properlyinsured.com / vanessa@properlyinsured.com	<b>FAX (A/C, No):</b> (415) 898-3922
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Strategic Energy Innovations 100 Smith Ranch Rd Ste 124 San Rafael CA 94903	<b>INSURER A:</b> Philadelphia Ind Ins Co	18058
	<b>INSURER B:</b> Travelers Indemnity Co of Ill	25674
	<b>INSURER C:</b> HSB Specialty Ins Company	14438
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2152626100

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual/Physical Abuse Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2270913	06/12/2021	06/12/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Professional Liability	\$ 3Million/ 1 Million
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2270913	06/12/2021	06/12/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB766937	06/12/2021	06/12/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB8J175153	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>CYBER LIABILITY</b>			6606965-01	01/19/2021	01/19/2022	Each Claim	\$ 2,000,000
							Retention	\$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured per form PI-GLD-HS 1011 General Liability Deluxe Endorsement: Human Services.

**CERTIFICATE HOLDER****CANCELLATION**
 Oakland Unified School District Attention: Risk Management  
 1000 Broadway Suite 440

Oakland

CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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