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# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Andrea Bustamante, Executive Director  
 Michelle Oppen, Coordinator of Health and Wellness

**Board Meeting Date** October 14, 2020

**Subject** Memorandum of Understanding  
 Contractor: Stategic Energy Innovations/Climate Corps  
 Services For: Community Schools and Student Services Department

**Action Requested and Recommendation**

Ratification by the Board of Education of Memorandum of Understanding between the District and Stategic Energy Innovations/Climate Corps, San Rafael, CA, for the latter to provide students at 4 OUSD elementary schools with opportunities around climate literacy, environmental literacy, food and garden education that they normally would not have access to through school. Students will increase knowledge, behaviors and advocacy strategies in all of these areas

for the period of 9/8/2020 through 05/29/2021 in an amount not to exceed \$ 50,000.00.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

Our schools do not have health education teachers, garden teachers or wellness coordinators. This valuable service fills a huge gap at OUSD.

Climate Corps is an award-winning program that provides opportunities for emerging leaders through implementation of sustainability and resiliency projects with local governments, nonprofits, and for-profit businesses.

**Competitively Bid** Was this contract competitively bid? No  
 If no, exception: Professional Services Agreement of less than \$92,600

**Fiscal Impact** Funding resource(s): 9044 (City of Oakland)

**Attachments**

- Memorandum of Understanding
- Climate Corps Education Outside Agreement

This is a Memorandum of Understanding (“MOU”), dated as of September 1, 2020, 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 inspire and empower to advance solutions for a thriving healthy, planet.

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 climate protection and science + eco-literacy education leaders. SEI recruits, trains, and places Climate Corps Education Outside fellows (each, a “Fellow”) with schools, local governments, nonprofits, and for-profit businesses, where they help implement climate change resiliency projects, including leading hands-on outdoor science and environmental literacy instruction, maintenance of the school garden, and school sustainability projects.

C. Partner desires to participate in the Program by hosting Fellows on the basis set out in this MOU in order to provide its students with additional science + eco-literacy 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 two Fellows 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 Fellows are an employee of SEI. SEI will notify each Fellow that Fellows are not an employee of Partner.

#### **1.3 Fellow Orientation**

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

#### **1.4 Fellowship Scope**

Partner will collaborate with SEI and Fellows to review and update a written scope of work (“Fellowship Scope”) for the Fellow. The Fellowship Scope will: (a) outline the training plan for the Fellow, (b) describe the outdoor garden maintenance, student instruction, fundraising, volunteer, and sustainability projects that the Fellows will work on during the Service Term, and (c) define anticipated deliverables and Fellows’ performance and learning goals. Partner, Fellow, and SEI will complete the Fellowship

Scope on or before the first 2 weeks of the Fellow's start of service. Fellows will provide up to 16 Program lessons per week throughout the school year and deliver a minimum of ten 45-minute lessons per school year to each 4th grade and 5th-grade classroom (or the equivalent instructional time). The number of lessons for K-3 grade levels will be mutually agreed upon by both parties. All lessons shall be provided in the presence of a certificated teacher. Variations to this schedule must be agreed to by the Fellows and the Partner.

### **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 school.

### **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 Fellows Training**

SEI will train and support the Fellows with a training program that includes: semi-monthly 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 professional development assessment reviews. Time spent by the Fellows in this training program will count as training hours under the Program Plan.

### **2.2 Site Supervisor**

Partner will designate a paid staff supervisor ("Site Supervisor") to supervise Fellow's day-to-day activities and performance. The responsibilities of Site Supervisor include, without limitation: (a) guiding Fellows towards achieving the goals set out in the Fellowship Scope, (b) meeting with Fellows one-on-one at least weekly to discuss project(s), and (c) helping Fellows complete monthly reporting to SEI to track the progress made on the project(s). If Partner changes the Site Supervisor, Partner will provide SEI with written notice setting out the name and title of the new Site Supervisor, the reason for the change, and the expected impact, if any, on the Fellowship Scope or Fellow.

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 his or her designee (a certificated teacher) shall collaborate with the Fellows to design lesson schedules that serve K-5 classrooms, with a maximum of 16 Program lessons per week and a minimum of ten 45-minute lessons per school year to all 4th grade and 5th-grade classrooms (or the equivalent amount of instructional time), with master scheduling to be worked out with the Partner.

Partner will facilitate Fellows 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 Site Supervisor for the Fellow. These mentor teachers should orient Fellows to the school site, meet with Fellows 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) Allot time at staff meetings for Program announcements, as needed.
- o) Include Instructor 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.
- p) Foster curriculum collaboration by providing a minimum of one hour each semester for the Instructor to meet with each grade level team.

Partner or designee will meet with Program staff and Fellows 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 Ongoing Support and Assistance**

SEI will take a lead with the Site Supervisor and Fellows to develop metrics for evaluating the Fellow's progress. SEI will schedule monthly sessions with Fellows and Site Supervisor to review the Fellow's progress, and will assist the Fellows and Site Supervisor with defining or implementing any changes to the Fellowship Scope, metrics, and other documents, as appropriate.

### **2.4 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. Fellows Responsibilities, Scheduling, and Supervision**

#### **3.1 Fellows Responsibilities**

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

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

SEI will pay Fellows 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”).

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

The standard number of service hours for Fellows (“Standard Hours”) is set out in the Program Plan. Partner will provide Fellows with a reasonably consistent schedule during the Service Term so that Fellows can fulfill his or her Required Hours. Fellows will serve an average of 32 hours on site per week, Monday-Thursday. Fellows may be absent due to sick or vacation time are expected to make-up hours to complete their Required Hours.

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

Partner will provide Fellows with adequate workspace and other support resources reasonably necessary for Fellows to complete his or her 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 Instructors 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 all 4th and 5th graders for both pre and post test
- 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 Fellows 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 Fellows Attendance at Climate Corps Events**

Partner will allow Fellows 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 Fellows can fulfill his or her Program training requirements and enhance his or her professional development. Time spent by the Fellows 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, Fellows 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 Fellows activities
- b) Anonymous student Science Activation and Ecoliteracy surveys for all 4th and 5th grade students
- c) Partner surveys as requested
- d) Student photo release form and (where required) consent form with demographic data, to be distributed to families in the welcome to school packet

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 give tours, film, photograph, and otherwise document Program and Fellows activities during normal business hours and with reasonable advance notice, except that SEI will not film or photograph any student for whom Partner has on file a media opt-out form.

### **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 principle 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 Fellows 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, which, in extreme cases, can include termination of the Fellow.

### **5.4 Confidentiality**

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 Fellows 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 Fellows 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 name and logos, in connection with these efforts in accordance with guidelines that SEI may provide.

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

### **7.1 Fellows Withdrawal**

SEI cannot guarantee Fellow's participation in the Program for the full Service Term. If, before the end of the Service Term, Fellows 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 match funds will be returned to Partner. Pro-rated amounts are determined by the total partner match divided by number of stipend payments during the Fellowship term multiplied by number of stipend payments that will not be distributed due the Fellow's early leave. The match is used throughout the year for Fellows stipends, benefits, training, and programmatic costs; all



Agency match funds 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 Fellows 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**

SEI and Partner are each responsible for their own insurance and will maintain appropriate coverage for Program activities under this MOU.

Specifically, SEI shall maintain in full force and effect throughout the duration of this Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with use under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 for injury to or death of one person; and \$1,000,000 for property damage.

SEI shall maintain in full force and effect with regard to any SEI-owned vehicles which are brought onto Partner facilities a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident.

SEI shall maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

### **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 Fellows against Parties which arise from performance of activities under or breach of this MOU, including, without limitation,

interactions between Fellows and Parties employees, contractors, or volunteers; or (b) actions of Fellows 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, SEI does not assume any risk or responsibility for any accidents related to operation of Partner-owned vehicles by Fellows 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.

**Strategic Energy Innovations**

By: Stephen M. Miller  
Name: Stephen Miller  
Title: Deputy Director  
Date: 9/3/2020

**Oakland Unified School District**

By: Andrea Bustamante  
Name: Andrea Bustamante  
Title: Executive Director  
Date: September 3, 2020

Approved as to form by OUSD Staff Attorney Joanna Powell on 9/2/2020.

*Joanna J. Powell*

# Exhibit A Program Plan

## Fellows service information

<b>Service Term</b>	Fellows service term at Partner site: September 8, 2020 to May 29, 2021
<b>Standard Hours</b>	Climate Corps Education Outside Cycle: 1,200 total hours, allocated as follows: <ul style="list-style-type: none"><li>• 1,060 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>	\$ 50,000
<b>Timing</b>	Partner will pay the fee in two installments: <ul style="list-style-type: none"><li>• \$25,000 due September 30, 2020</li><li>• \$25,000 due January 31, 2021</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.

Contact person and title	Michelle Oppen, Health & Wellness Coordinator
Email address	Michelle.Oppen@ousd.org
Phone number	510-879-2612
Mailing address	1000 Broadway, Suite 150, Oakland, CA 94607
Billing contact information (if different from above)	
P.O. Number (if applicable)	

## SEI contact information

Contact person and title	Nathan McKenzie, Program Manager
Email address	nathan@seiinc.org
Phone number	415-407-1432
Mailing address	899 Northgate Drive, Suite 410 San Rafael, CA 94903

## Additional terms

[Category]	[other terms]
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

#### **E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

- 1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

- 2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

**a.** Coverage under this provision is afforded until the end of the policy period.

**2.** Each of the following is also an insured:

**a. Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

**b. Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

**c. Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d. Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

**f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b)** The construction, erection, or removal of elevators; or
    - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:
  - (1)** The insurance afforded the vendor does not apply to:
    - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b)** Any express warranty unauthorized by you;
    - (c)** Any physical or chemical change in the product made intentionally by the vendor;
    - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**



**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

July 8, 2020

Oakland Unified School District  
1000 Broadway Suite 440  
Oakland, CA 94607

To Whom It May Concern:

All SEI program personnel entering schools and/or interacting with students (including virtual contact) are screened for TB and their fingerprints are cleared by CA DOJ and FBI through CA Live Scan with subsequent arrest notifications.

**CA DOJ ORI#:** AI191

**Agency ORI Literal:** CACTSTRATEGIC ENERGY

**SEI Custodian of Records (COR):** Lisa Ristorucci, Operations Manager (ATI# G207RIL129)

Thank you.

Best Regards,



Lisa Ristorucci  
SEI Operations Manager

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : strategic energy innovations\***  
**Record Status: Active**

<b>ENTITY</b>	STRATEGIC ENERGY INNOVATIONS	Status: Active
DUNS: 122369973	+4:	CAGE Code: 3MGR6 DoDAAC:
Expiration Date: 12/12/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 899 NORTHGATE DR STE 410		
City: SAN RAFAEL	State/Province: CALIFORNIA	
ZIP Code: 94903-3667	Country: UNITED STATES	

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : climate corps\***  
**Record Status: Active**

**No Search Results**



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2020-2021

### Basic Directions

**Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on Escape
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name	Strategic Energy Innovations	Agency's Contact Person	Stephen Miller	
Street Address	899 Northgate Drive, Suite 410	Title	Deputy Director	
City	San Rafael	Telephone	415-507-2186	
State	CA	Zip Code	94903	Email
OUSD Vendor Number	004101			stephen@seiinc.org
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )			

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	09/08/2020	Date work will end	05/29/2021	Total Contract Amount	\$ 50,000
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### Budget Information

Resource #	Resource Name	Budget #	Amount	Req. #
9044	City of Oakland	010-9044-0-1110-2490-5825-922-9220-1211-0501-99999	\$ 50,000	VR21-00785
			\$	
			\$	
			\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Michelle Oppen	Email	Michelle.Oppen @ousd.org	
Telephone	510-879-2612	Fax		
Site/Dept. Name	Community Schools & Student Services	Enrollment Grades		through

### Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			09/11/2020
2. Resource Manager			
3. Network Superintendent/Deputy Chief/Exec Dir.			09/11/2020
4. Cabinet (CAO, SBO, CFO)			9/11/2020
5. Board of Education or Superintendent			
Procurement	Date Received		