



Thank you for your Partnership with Climate Corps Bay Area

To complete the application process for the 2015-2016 Climate Corps Bay Area Program Year, an MOU or Contract with Strategic Energy Innovations must be fully executed. This document will be used to confirm the information you agreed upon in your Application.

Your organization can either:

1. **Use the Climate Corps Bay Area MOU to execute your commitment.** For this option, please continue to update this document.
2. **Incorporate the MOU below into a Host Agency Specific Contract.** If your organization would prefer to incorporate the Climate Corps Bay Area MOU into a more in depth contract, please notify Stephen Miller at stephen@seiinc.org, and he will assist you through that process.

Climate Corps Bay Area Staff are available to assist you in every step of this iterative process. We are happy to help you decide if a Contract or MOU best fits your organization's needs, as well as provide sample Contracts from previous service years. Program Partners may choose to set aside additional funding, typically up to \$5,000, to use to provide additional benefit to their Fellow(s). These additional funds could take one of two forms: 1) an enhanced monthly stipend (suggested at \$100 - \$500/ month,) or 2) a reimbursable account (e.g. for commuter subsidies, professional development opportunities, etc.). If you are interested in this option, Climate Corps Bay Area Staff should be notified to ensure the set amount is included in your MOU/Contract.

**Memorandum of Understanding (MOU) between
Strategic Energy Innovations and San Carlos School District
August 1, 2015 – July 31, 2016**

SUBJECT: Climate Corps Bay Area

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Strategic Energy Innovations, hereinafter referred to as SEI and the San Carlos School District, hereinafter referred to as “Host Agency.” Collectively, SEI and the San Carlos School District are hereinafter referred to as the “Parties.”

ARTICLE I – BACKGROUND AND OBJECTIVES

SEI is collaborating with public, non-profit, and for-profit organizations in the San Francisco Bay Area to recruit, train, and place Climate Corp Bay Area Fellows with Host Agencies where they will be provided with experiential learning opportunities as they assist in implementing climate change resiliency programs. The Fellows’ term of service runs from August 31, 2015 through June 30, 2016, during which Fellows are expected to complete their program hours commitment of 1500 site hours and an additional 170 hours in program training activities. The first day after the program orientation and training week that Fellows will be available to work is Tuesday, September 8, 2015. During their term of service, Fellows are expected to implement programs that provide significant professional development experience through the implementation of climate resiliency projects. Fellows are expected to devote approximately 90% of their site hours to experiential learning activities, and up to 10% of these site hours for specific training and coaching as approved by their Host Agency. If a Fellow is unable to complete their full 1500 site hours by June 30 due to any unforeseen circumstances during their term, they may, at the discretion of SEI and the agency, be allowed time to complete their hours at the agency, or at another approved agency where there are service opportunities available.

The mission of Climate Corps Bay Area is to deliver a 10-month Fellowship program that provides professional development opportunities for emerging climate protection leaders through implementation of climate change resiliency projects with local governments, non-profits, and for-profit businesses. CCBA Fellows:

- Receive unparalleled experiential learning opportunities through placements with regional climate protection leaders.
- See first hand how to address climate change by implementing assessment, education, and mitigation projects that have measurable benefits.
- Build critical real-world project management skills as they measure, track, and report outcomes to community partners.

Fellows participate in a comprehensive training program that gives an overview of climate change issues, strategies for tackling climate change, and approaches to building community resiliency in California.

The Parties will work in partnership to promote the MOU, and its benefits to the Project and community at large.

ARTICLE II – STATEMENT OF PROJECT ACTIVITIES

Though Climate Corps Bay Area, SEI agrees to:

- Recruit and assist in selection of a CCBA Fellow for a commitment of 1500 hours over a period of 10 months.
- Train and support the selected Fellow with a comprehensive training program that includes a training manual, a multi-day orientation led by an array of experts, monthly trainings, a mid-year two-day retreat, and two Professional Development Assessment reviews.
- Work with the Host Agency to develop a specific Fellowship Scope for specific Host Agency initiatives that aligns with CCBA goals and defines the Training Plan for the Fellow.
- Provide assistance in defining and developing metrics for the Fellow to measure and track the progress of project activities throughout their Fellowship.
- Provide monthly follow-ups to review progress with Site Supervisor and Fellows.
- Define and implement any corrections to Fellow’s plan determined to be necessary based on feedback collected from Fellow and Host Agency.

Host Agency agrees to:

- Take part in the recruitment and interview process to identify a Fellow best fitted for the specific projects’ needs.
- Provide one to three specific climate resiliency initiatives that their Fellow can work on during their term of service.
 - Initiatives must be well-defined, approved for implementation, and include specific learning objectives.
 - Host Agency will work with SEI to finalize a mutually agreed-upon Fellowship Scope no later than one month after the Fellow arrives on site.
- Assign a Site Supervisor who will be available to meet at least weekly with the Fellow for one-on-one project meeting time, coordinate other necessary staff supervision needed for successful implementation of the Fellowship Scope, gather and report on in-kind supervisory hours (at least 15 hours/month) across all relevant staff within the organization with Fellow.
- Support Fellow to complete monthly reporting to SEI indicating whether progress is being made on the initiatives.
- Provide feedback on Program and Fellow effectiveness by:
 - filling out and submitting a Professional Development Assessment providing feedback on Fellow activities two times a year;
 - participating in program wide-conference calls to discuss program progress; and
 - responding to Host Agency feedback surveys as requested.
- Attend or send a representative to Partner Orientation.
- Not to hire Fellow for projects related to SEI community service programs during the Fellowship term (if the Agency decides to hire the Fellow for like projects prior to the

completion of the program year of service, the MOU will be considered terminated, and SEI will be due estimated program costs as set forth below).

- Refrain from using the Fellow for displacement of a host agency employee during the Fellowship term.
- Allow SEI to share results from this program through grant reporting and other means as SEI deems appropriate.
- Provide program-wide support through either:
 - sponsoring a venue and staff presentations a monthly training event for all Fellows; or
 - participating in a program sponsored training session or professional development event.

ARTICLE III – TERM OF AGREEMENT

This MOU will become effective on the date of final signature and shall continue in full force and effect through July 31, 2016, unless earlier terminated. Should the host agency fail to select a Fellow after participating in the Climate Corps recruit, then the host agency agrees to compensate SEI \$2,500 for the recruiting effort.

Otherwise, host agency funds are committed to all Program expenses, including program costs for recruitment and training development prior to the Fellow's start date, Fellow stipends, benefits, training, and ongoing program costs, and will be fully committed on May 1, 2016. In the event that this MOU is terminated prior to May 1, 2016, program reimbursements will be determined as follows:

1. If a Fellow is fired or otherwise leaves the program and is NOT hired on by the host agency, then the reimbursement will be issued on a prorated basis for unspent Agency funds, calculated based on a 8-month spend down that equates to \$85/day for 237 days between September 8, 2015 – May 1, 2016.
2. If a Fellow is hired on by the host agency, then the reimbursement will be calculated by looking at the avoided costs in unspent Fellow stipend payments for balance of the invoice period (so either the Fall or Spring Semester,) subtracting out a buyout contingency the equates to 15% of the total program fee associated with the Fellow if before the end of Fall Semester, or equaling 10% of the total program fee associated with the Fellow if after the close of the Fall Semester.

In the event that a Fellow terminates their program participation early, SEI staff will work with the Program Partner to:

1. Recruit for a replacement should the Fellow leave prior to the late January/ early February spring semester registration into Climate Corps certificate courses; or
2. Work with the Program Partner to transition the Fellow's work internally (to other Fellows/ staff) and to reimburse the partner for unexpended funds as detailed in the above 2 scenarios.

ARTICLE IV – KEY OFFICIALS

The individuals listed below are identified as key personnel considered essential to the project being performed under this Memorandum of Understanding:

For Strategic Energy Innovations

Job Title: Deputy Director, SEI
Name: Stephen Miller
Address: 899 Northgate Dr. Suite 410
San Rafael CA 94903
Phone Contact: 415-507-2186
Email Contact: stephen@seiinc.org

For Host Agency:

Job Title Wellness Coordinator
Name Mindy Hill
Address 1200 Industrial Road, Unit 9
Phone Number 650-597-1035
Email Contact mhill@scsdk8.org

No change in key officials will be made by either SEI or Host Agency without written notification thirty (30) days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

ARTICLE V –PAYMENT

Host Agency will provide SEI with \$27,000 (\$31,500 if a for-profit business) per Fellow and requests one Fellow for the remaining Program Year for a total payment amount of \$27,000 to support the implementation of the program. Host Agency will complete payments within thirty (30) days of receiving invoices. The invoices will be dispersed according to the following schedule:

- Invoice 1 (60%):
 - Due: September 5, 2015
 - Amount: \$16,200
- Invoice 2 (40%):
 - Due: January 5, 2016
 - Amount: \$10,800

The Parties agree that if the Partner fails to make any payments 90 days after an invoice is received and marked due, SEI will immediately assess a late payment penalty of 1.5% of the unpaid amount.

An additional amount of \$5,000 will be charged in the first invoice which is to be put towards an enhanced monthly stipend and will be paid out to the Fellow twice a month as part of their regular stipend checks.

ARTICLE VI - TERMS

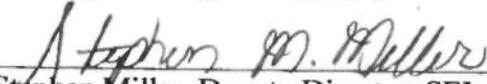
It is mutually agreed by all Parties to this MOU that:

- In the event that a Party no longer approves implementation of any of the provisions referenced in this MOU, the individual Parties agree to promptly confer to determine what, if any, modifications to this MOU should be made to address the issue of concern.
- In the event that a Party no longer desires to be a part of this MOU or any modification(s), then the individual Party in their sole discretion may terminate its relationship within this MOU.
- Written notice must be provided by the Party desiring to withdraw from the MOU at least thirty (30) days prior to termination.
- Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while occupying or visiting the premises under and pursuant to the MOU.

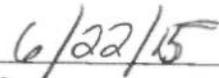
ARTICLE VII – AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

Strategic Energy Innovations

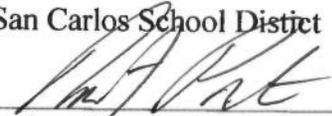


Stephen Miller, Deputy Director, SEI

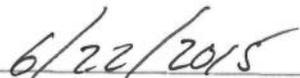


Date

San Carlos School District



Robert Porter, Chief Operating Officer



Date