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FROM Strategic Energy Innovations - Energize Colleges Program, Jake Pollack

SUBJECT MOU Establishing Energize Colleges Roles and Commitments

This Memorandum of Understanding (MOU) serves as an overview of the primary roles, responsibilities, and commitments agreed to by the Strategic Energy Innovations (SEI) Energize Colleges program and the participating college, university, or community college (hereafter referred to as 'Campus'). Energize Colleges is funded, in part, through California utility customers under the auspices of the California Public Utilities Commission and administered by Pacific Gas and Electric Company. Strategic Energy Innovations is the program implementer.

Energize Colleges supports a network of California colleges and universities to prepare leaders in the new energy economy. The goal of this program is to develop students' knowledge, skills, and experience to effectively evaluate energy career options and transition into the green workforce through education and internships.

Participating Energize Colleges campuses will provide substantive work experience to students who are studying and considering energy career pathways, while also significantly reducing energy use through intern-led projects on campus and out in the community.

For information on the Energize Colleges program offerings, please refer to the Energize Colleges website (<u>www.energizecolleges.org</u>).

Roles and Responsibilities Include:

Strategic Energy Innovations (SEI) and the Energize Colleges program will...

- Recruit and place a 10-month dedicated Fellow at the participating Campus before Dec 31 2021, starting in mid-September if contracting allows.
- Support the Campus in development and implementation of the Energize Colleges internship program.
- With Fellow and faculty, provide direct co-instruction in the classroom, if requested.
- Work with campus partners and internship hosts to support tracking and reporting.
- Provide for ongoing Energize Colleges program consultation at the Collegeand connection to resources from the broader Energize Colleges program.
- Provide tools to track the following for interns: work study qualification, internship project scope and training plan, pre and post surveys, and program evaluations.



- Collaborate with campus partners to plan for the migration of the internship model to full college management by the end of the program period.
- Work with college staff, Fellow, and Interns to document campus programs and processes and create leave-behind resources.
- Serve as the employer of record for the Fellow.
- Develop and implement a facilities-oriented scope of work in collaboration with the campus that will prioritize energy efficiency projects.

The Participating Campus will...

- Demonstrate top administrative commitment to the program, including both the energy internship and Fellowship components.
- Identify and enable campus partners, including Deans, Faculty leads, Facilities staff, and others to support the success of the program.
- Sponsor a 10-month Energize Colleges Fellow by providing a physical workspace for the Fellow, if returning to in-person work is allowable, and designating an appropriate Campus Fellow supervisor.
- Support unique energy and sustainability related internships for students.
- Complete, sign and send SEI the new internship documentation sheet provided in Appendix A.
- Send SEI a final internship poster at the completion of each internship using the poster template provided in Appendix B.
- Provide interns with access to campus utility data, if needed for their internship project.
- Allow for participating students to complete pre and post-tests to assess growth in IDSM skills and knowledge, surveys to assess attitudinal, awareness, and behavior changes, and evaluations to assess opportunities for programmatic improvements.
- Work with SEI to maintain program online resources (internship and education materials) to be shared through the program website/ portal.
- Support with a key point of contact and supervision of a Fellow with a facilities-oriented scope of work in collaboration with SEI that will prioritize energy efficiency projects.

The Campus Energize Colleges Fellow will...

- Serve as day-to-day contact for participating faculty members.
- Work with participating faculty members and SEI staff to keep program website (online portal) updated with best practices and resources.
- With SEI, work with campus stakeholders (such as facilities staff) and potentially community partners (such as area businesses) to develop energy-saving internship projects for students.
- Lead recruitment, onboarding/ training and management of student interns in campus and (potentially) community projects.



- Meet regularly with and mentor student interns on their projects/ scopes that include progress check-ins and end of internship presentations back to campus/ community partners.
- Track and report energy savings (kWh, therms, cost, and CO₂ avoided) achieved through student internships and class projects.
- Implement a facilities-oriented scope of work in collaboration with the campus and SEI that will prioritize energy efficiency projects.

In the case that a Fellow leaves early from this position, the campus will be able to demonsrate that they have provided 5+ months of relevant energy workforce experience, and on the job training, to a recent postsecondary student through energy auditing and identification of 2 or more campus buildings, or drafted a sustainability plan that included inclusion of energy end uses, and/or provided mentoring to student interns. Additionally, they will have identified energy usage and potential areas for improvement.

This MOU Addendum shall commence on XX and continue through July 31, 2022 unless earlier terminated.

Agreement

By signing below, I agree to the terms of this Memorandum of Understanding and have discussed the roles and responsibilities of my Campus with other key campus staff and stakeholders.

Name Campus Name Date

Stephen Miller, Deputy Director, Strategic Energy Innovations Date



Appendix A: Energize Colleges New Internship Documentation

Institution: _____

Student Name	Current Address	Permanen t Address	Intern Email	Intern Permanent Email	Offer Date	Position Title	Site Name	Total Est. Inter n Hour s

Representative Name

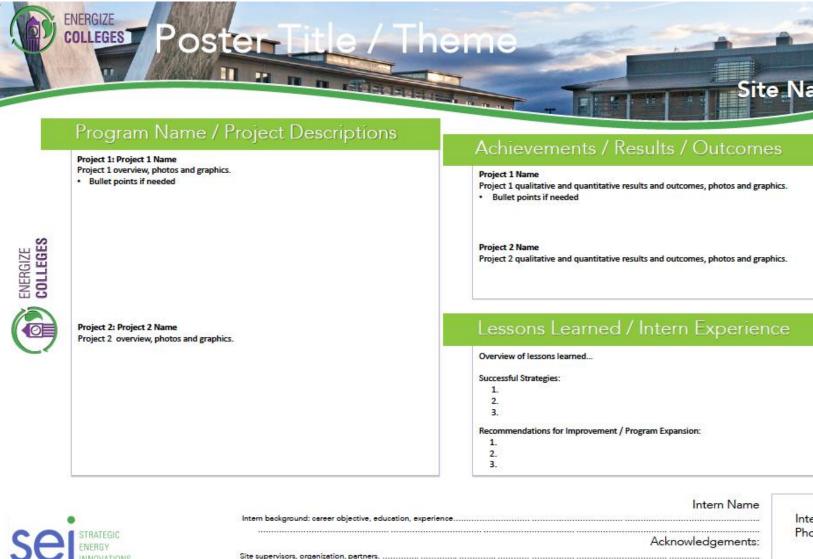
Representative Signature

Representative Title

Representative Institution

Date

Appendix B: Energize Colleges Internship Poster Template



Site supervisors, organization, partners.

INNOVATIONS





Energize Colleges Addendum for Climate Corps 2021-22 Participating and Fellow Hosting This is a Memorandum of Understanding ("MOU"), dated as of ______ 20___, between Strategic Energy Innovations ("SEI"), a California nonprofit corporation and ______ ("Partner"), a [nonprofit/for-profit corporation OR type of agency].

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 fellowship program ("Program") that provides professional development and experiential learning opportunities for emerging climate protection leaders. SEI recruits, trains, and places Climate Corps fellows (each, a "Fellow") with local governments, nonprofits, and for-profit businesses, where they help implement climate change resiliency projects.

C. Partner desires to participate in the Program by hosting one or more Fellows on the basis set out in this MOU.

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 at Partner during the service term set out in the Program Plan ("Service Term"). Partner will assist in the recruitment and selection of Fellow, including, without limitation, developing a job description specific to Partner's activities and needs, conducting interviews, and participating in the final selection.

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, programs, operations, systems, and facilities.

1.4 Fellowship Scope

Partner will cooperate with SEI to develop a written scope of work ("Fellowship Scope") for each Fellow. The Fellowship Scope will: (a) outline the training plan for the Fellow, (b) describe one to three specific climate change resiliency projects that the Fellow will work on during the Service Term, and (c) define anticipated deliverables and Fellow performance and learning goals. Partner and SEI will complete the Fellowship Scope within one month after the Fellow's first day of service.

1.5 SEI Fee

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

1.6 Late Fees

SEI invoices are issued on a net 30 basis. If Partner fails to make any payment 90 days after receiving an invoice, SEI will assess a late charge of 1.5% of the unpaid amount. Partner will, within five business days after SEI's request, pay to SEI any overdue amounts and late penalties.

2. Training and Support

2.1 Fellow Training

SEI will train and support the Fellow with a training program that includes: monthly trainings, a mid-year two-day retreat, an end of program symposium, and two professional development assessment reviews. Time spent by the Fellow in this training program will count as training hours under the Program Plan.

2.2 Training Calendar

SEI will provide a calendar of training activities to Partner and will notify Partner of any schedule changes in advance.

2.3 Ongoing Support and Assistance

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

2.4 Partner's Program-wide Support

Partner will carry out Program-wide activities reasonably requested by SEI, such as: (a) sponsoring a venue and staff presentations for a monthly training event for all Fellows, (b) participating in a Program-sponsored training session or professional development event, or (c) accepting informal interview requests from one or more other Fellows in the Program.

2.5 Ownership of Materials

For clarity, SEI owns all training and professional development materials and documents referred to in Sections 2.1 and 2.2.

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 a living stipend ("Living Stipend") and end of program award ("End of Program Award") to Fellow during the Service Term. Partner may provide additional funding for Fellow as may be set out in the Program Plan.

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 Fellow with a reasonably consistent schedule during the Service Term so that Fellow can fulfill his or her Target Hours. If a Fellow is required serve as a juror, they will log that time as on-site hours with Partner and continue receiving a living allowance, healthcare coverage and, if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court.

3.4 Work Environment and Resources

When in-person work is allowed, Partner will provide Fellow with adequate workspace, a reasonably comfortable work environment, access to a computer with internet connectivity, and other support resources reasonably necessary for Fellow to complete his or her work.

While working remotely, individual Site Supervisors will plan for IT logistics like computer, WiFi, and other technological equipment needed at the Fellows' home, account and software access, and/or setting up remote VPNs. Fellows should alert their Site and Regional Supervisors immediately if they face any logistical hurdles to remote work, such as WiFi challenges, remote account access or VPNs.

We recognize that sites will have different timelines and protocols for reopening. Site Supervisors, please notify your Climate Corps Regional Supervisor in advance via email if your site plans to reopen and you will be expected to physically report to service. Please share: (1) Date of expected reopening and date you will begin to report to work on site; (2) Health and safety measures in place to minimize the threat of exposure (i.e. distancing, availability of PPE and disinfecting supplies). If your site organization has a COVID-19 policy, please share.

3.5 Fellow Attendance at Climate Corps Events

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

3.6 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 Fellow towards achieving the goals set out in the Fellowship Scope, (b) meeting with Fellow one-on-one at least weekly to discuss project(s), and (c) helping Fellow 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 at least 30 days' 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.

4. Reporting and Recordkeeping

4.1 Program Reports

Partner will complete and submit all Program forms, surveys, assessments, progress reports, Fellow evaluations, and other documents requested by SEI, including a biannual professional development assessment providing feedback on Fellow activities. 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 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 principal 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 significant 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 provide assistance or discuss 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 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 with Replacement

Following Fellow's withdrawal with replacement, SEI will refund to Partner a sum equal to the undistributed Living Stipend for the period between withdrawal and replacement.

7.3 Refund to Partner without Replacement

Following Fellow's withdrawal from the Program without replacement, SEI will: (a) refund to Partner a lump-sum amount equal to the remaining Living Stipend and End of Program Award that have not been distributed to Fellow at time of withdrawal and (b) if applicable, return to Partner the remaining balance of any reimbursement account for additional funds as set out in the Program Plan. If Fellow withdraws before any installment of SEI's fee (under Section 1.5) is due, Partner will have no obligation to pay that installment and SEI will have no obligation to refund any amounts corresponding to the remaining Living Stipend and End of Program Award for the period following the installment due 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 Section 1.5, 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 2.5, 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 SEI 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 SEI 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. SEI and Partner and all of their respective directors, officers, employees, agents and/or assigns will maintain insurance for both General Liability and Auto for the activities agreed upon in the MOU.

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.

10.11 Conflict of Interest

The Fellow may as a part of their assigned work product develop project scope of work, project budget or other instruments of service that correlate to future work within the Chabot-Las Positas Community College District. If such work product is developed, SEI acknowledges that it is a conflict of interest for SEI to participate in work identified by an employee of SEI while working for the District under California State Law and will be disqualified from participation in the follow on project.

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	Partner: Chabot-Las Positas Community College District
Ву:	Ву:
Name:	Name: Jonah Nicholas
Title:	Title: Vice Chancellor of Business Services
Date:	Date:

Exhibit A Program Plan

Fellow service information

[A] Number of Fellows	2	
Service Term	Full Cycle: October 16, 2021 to August 15, 2022	
Standard Hours	 Full Cycle: 1,764 total hours, allocated as follows: 1,464 hours of on-site service with Partner ("on-site hours") 140 hours of training led by SEI ("training hours") 160 hours of vacation, holiday and sick time (VHS) 	

Position fee

[B] Amount	Paid for by third-party funding

Additional funding

[C] Amount	\$6,000
Use of additional funds	Living Stipend : Additional funds will go towards enhancing Fellow's Living Stipend. Funds will be paid out to Fellow twice a month as part of the Fellow's regular stipend checks.

Total fee

Amount	\$ 6,000
Timing	Partner will pay the fee in one installment: • \$6,000 due November 15, 2021

Agreement



Partner contact information

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

SEI contact information

Contact person and title	Nathan McKenzie, Program Director
Email address	nathan@seiinc.org
Phone number	415-507-1432
Mailing address	100 Smith Ranch Road, Suite 124 San Rafael, CA 94903
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