

## **College Corps Program Partnership Agreement 2025-2026**

This College Corps Program Partnership Agreement is between San Bernardino Community College District (hereinafter referred to as "DISTRICT") on behalf of San Bernardino Valley College and Crafton Hills College (also referred to as "DISTRICT" and "114 S Del Rosa Dr, San Bernardino CA 92407"), and \_\_\_\_\_ (hereinafter referred to as "PARTNER"), each a ("PARTY") and collectively as the ("PARTIES"). Purpose: The PARTIES will work together to provide DISTRICT students with opportunities to learn from community-based organizations predominantly working in three focus areas: K-12 education, climate action, and food insecurity.

### **1. Scope of Work.**

- 1.1. The PARTIES will perform the Scope of Work set forth in the attached Exhibit A in accordance with applicable laws and regulations.

### **2. Term and Termination.**

- 2.1. This Agreement commences on August 19th, 2025 or the first day of full execution of this contract, whichever comes first, and terminates on June 30th, 2026 unless otherwise provided in this Agreement (the "TERM").
- 2.2. This Agreement may be terminated by a PARTY in the event of a material breach by the other PARTY, provided that the breach remains uncured for a period of ten (10) days after the party-in-breach is notified in writing of the breach.
- 2.3. All provisions which, by their nature, extend beyond the TERM will survive termination of this Agreement, including Sections **4 (Disclaimer of Warranty), 5 (Limitation of Liability), 6 (Indemnification), 7 (Proprietary Rights Indemnification), 7 (Insurance), 8 (University Name, Trademark, and Logos), 9 (Copyright), and 10 (Confidentiality).**

### **3. Disclaimer of Warranty.**

- 3.1. The DISTRICT makes no warranty as to the quality of or results to be obtained from any services and/or facilities provided by the DISTRICT under this agreement, and there are no expressed or implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

### **4. Limitation of Liability.**

- 4.1. In no event will either PARTY be liable to the other for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of

whether such liability is based on breach of contract, tort, strict liability, or other basis of law, and even if the PARTY is advised of the likelihood of such damages.

**5. Indemnification.**

- 5.1. Each PARTY shall defend, indemnify, and hold the other PARTY harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying PARTY, its officers, agents, or employees.

**6. Insurance.**

- 6.1. PARTNER at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

6.1.1. Commercial Form General Liability Insurance (contractual liability included) with a limit of \$1,000,000 per occurrence/\$2,000,000 aggregate.

- a. If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- b. It should be expressly understood, however, that the coverage required under this Section 7 shall not in any way limit the liability of the User.
- c. The coverage referred to under (A) of this Section 7 shall be endorsed to include **San Bernardino Community College District** as an Additional Insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of PARTNER, its officers, employees, and agents. PARTNER, upon the execution of this Agreement, shall furnish DISTRICT with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment) advance written notice to DISTRICT of any material modification, change, or cancellation of any of the above insurance coverages.

6.1.2. Workers' Compensation as required under California State Law.

**7. DISTRICT Name, Trademarks, and Logos.**

- 7.1. PARTNER shall not use the name of the DISTRICT or DISTRICT, or any abbreviation thereof, or any name of which "San Bernardino Community College District," is a part, or any trademarks or logos of the DISTRICT, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of PARTNER, its products or services. All uses of the DISTRICT's name and trademarks must receive prior written consent from The Board of Trustees of the DISTRICT. All uses of the PARTNER's name and trademarks must receive prior written consent from the PARTNER.

**8. Copyright.**

8.1. All rights to a PARTY's pre-existing copyrighted or copyrightable materials shall be retained by such PARTY. All copyright rights to any works created in the performance of this Agreement ("WORKS") shall mutually vest with the DISTRICT and the PARTNER. The DISTRICT grants to PARTNER a non-transferable, royalty-free, non-exclusive license to use and reproduce the WORKS solely to the extent necessary to perform the obligations and activities of this Agreement. PARTNER will not use the WORKS for any other purpose without the prior written consent of the DISTRICT.

**9. Confidentiality.**

9.1. "Confidential Information" is defined as non-public information that (i) a PARTY considers confidential or proprietary including, without limitation, trade secrets; and (ii) is marked "Confidential" or "Proprietary." If a PARTY discloses Confidential Information orally, the disclosing PARTY shall indicate its confidentiality at the time of disclosure and shall confirm such in writing within ten (10) days of the disclosure. Unless otherwise mandated by law, court order, or public records act request, each PARTY will not disclose the other party's Confidential Information to any third party, and each PARTY will only use the other PARTY's Confidential Information to the extent necessary to perform this Agreement.

**10. Notice.**

10.1. Any and all notices required to be given hereunder shall be deemed given to the following addresses:

<p>San Bernardino Community College District 550 E Hospitality Ln Suite 200 San Bernardino, CA 92408</p>	<p>PARTNER's representative for all purposes shall be:</p> <p>Attn: Name and Title</p> <p>_____</p> <p>Street Address:</p> <p>_____</p> <p>City, State &amp; Zip Code</p> <p>_____</p>
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10.2. Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail, return receipt requested.

**11. Privacy.**

11.1. In the event that personal information or data identifiable to an individual is used in the performance of this Agreement, both PARTIES agree to comply with all applicable local, state, and federal laws protecting the privacy of individuals.

**12. Governing Law.**

12.1. This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of law's provisions.

**13. Disputes.**

13.1. The PARTIES shall make good-faith efforts to resolve any disputes through friendly discussions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In any litigation, arbitration, or other proceeding by which one PARTY either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing PARTY shall be awarded reasonable attorneys' fees, together with any costs and expenses incurred.

**14. Modification.**

14.1. This Agreement may only be amended by the written agreement of the PARTIES.

**15. Independent Entities.**

15.1. DISTRICT is not a joint venturer, employee, or agent of PARTNER. Neither PARTY will have the right to obligate or bind the other PARTY in any manner whatsoever.

**16. Force Majeure.**

16.1. If any PARTY fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the PARTY obligated to perform, then that PARTY's performance shall be excused for the duration of such force majeure event.

**17. Waiver.**

- 17.1. Any failure of the PARTIES to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of the PARTIES to avail themselves of such remedies as may be available for any breach of this Agreement.

**18. Assignment.**

- 18.1. Neither PARTY may assign this Agreement without the written consent of the other PARTY.

**19. Severability.**

- 19.1. In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

**1. Counterparts.**

- 1.1. This Agreement may be executed by the PARTIES in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 1.2. By executing this Agreement below, each PARTY indicates that it agrees to be legally bound by this Agreement, and that such consent to be bound may be provided through electronic signature. PARTNER specifically acknowledges that it is aware that by executing this Agreement, the PARTNER is providing an electronic mark that is held to the same standard as a legally binding equivalent of a handwritten signature, including, but not limited to, for purposes of validity, enforceability, and admissibility.

<p>By: PARTNER</p> <p>Name: _____</p> <p>Title: _____</p> <p>Street Address:</p> <p>_____</p> <p>_____</p> <p>Signature and date:</p> <p>_____</p>	<p>By: DISTRICT</p> <p>Name: _____</p> <p>Title: _____</p> <p>Street Address:</p> <p>_____</p> <p>_____</p> <p>Signature and date:</p> <p>_____</p>
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**EXHIBIT A**  
**SCOPE OF WORK**

**PARTNER Responsibilities**

**1. Supervision**

- A. The PARTNER will monitor Fellow attendance and report any absences/truancies or disruptive behavior to College Corps Manager or their designee.
- B. The PARTNER will ensure Fellows are wearing appropriate clothing for the volunteer site.
- C. The PARTNER will ensure Fellows are engaged in activities that are within their position description.
- D. The PARTNER will ensure Fellows are not engaged in Prohibited Activities and are not assigned duties that fall under "Non-Displacement/Non-Duplication".
- E. The PARTNER will have documentation in place to lend any tools or equipment to Fellows. The DISTRICT will not be financially responsible for any lost, stolen, damaged or otherwise unusable tools or equipment that was handled by Fellow. PARTNER will work directly with Fellow to retrieve or reimburse for any damaged or missing equipment.

**2. Orientation and Training**

- A. The PARTNER will provide an On-Site Orientation to Fellows on their first day of service, covering safety protocols, academic calendar schedule (with important dates), and College Corps do's and don'ts.
- B. The PARTNER will meet with Fellows monthly (or more often as needed) to discuss challenges and training opportunities.
- C. The PARTNER will provide Fellows with on-site training in applicable areas of service.
- D. The PARTNER will share learning tools and materials with Fellows in order to ensure Fellows follow proper service activities and procedures.
- E. The PARTNER will coordinate an alternate schedule to allow Fellows to attend Monthly Development Meetings.

**3. Schedule**

- A. The PARTNER will coordinate Fellows' schedules for approved activities.
- B. The PARTNER will make sure Fellows can reasonably complete at least 15 hours per week of service during the cohort year for each assigned Fellow, up to their 450-hour requirement.
- C. The PARTNER will schedule duty-free meal breaks into Fellows' schedules that are consistent with California Labor Law:
  - a. If scheduled over 5 hours: Fellow is entitled to a meal break and may waive it.
  - b. If scheduled over 6 hours: Fellow must take a meal break (30 minutes minimum).
  - c. If scheduled over 10 hours: Two meal breaks (30 minutes minimum each), only one may be waived by mutual consent if scheduled for under 12 hours.

#### **4. Timekeeping**

- A. The PARTNER will approve Fellows' time sheets within 2 days of Fellows' submittal/ 2 days of Fellows' re-submittal. Fellows submit time sheets that are due every two weeks in America Learns.
- B. The PARTNER will notify the College Corps Manager or their designee if unable to sign in to America Learns for timesheet approval or for any questions related to timekeeping.
- C. The PARTNER will notify the College Corps Manager or their designee if there is any suspicion of fraudulent timekeeping or prohibited activities by the Fellow while on College Corps time.

## **DISTRICT Responsibilities**

### **1. Recruitment, Orientation, and Training**

- A. DISTRICT will recruit potential Fellows through information sessions and other recruitment methods with the College Corps Manager and designated staff.
- B. DISTRICT will conduct interviews and assist in the selection process of Fellows.
- C. DISTRICT will ensure Fellows are engaged in activities that are within their position description.
- D. DISTRICT will ensure Fellows are not engaged in Prohibited Activities and are not assigned duties that fall under "Non-Displacement/Non-Duplication".
- E. DISTRICT will provide an Orientation and general Training to Fellows prior to their first day of service, covering safety protocols, academic calendar schedule (with important dates) and College Corps "do's and don'ts".
- F. DISTRICT will facilitate Fellow training from Pre-Service Orientation to ongoing training sessions.

### **2. Coordination with Parties**

- A. DISTRICT will serve as a liaison to PARTNERS
- B. DISTRICT will meet with PARTNERS each semester (or more often as needed) to discuss challenges and training opportunities.
- C. DISTRICT will coordinate and monitor program activities and efforts for Fellows to serve per grant guidelines.
- D. DISTRICT will share learning tools and materials with Fellows in order to ensure Fellows follow proper service activities and procedures.
- E. DISTRICT will conduct site assessments and compliance monitoring, and outline site support needs.
- F. DISTRICT will coordinate with PARTNERS to ensure Fellows' schedules align with the PARTNER's approved activities.

### **Prohibited Activities {Title 45, Subtitle B, Chapter XXV, Part 2520, § 2520.65}**

- A. Fellows may not engage in any of the following AmeriCorps prohibited activities:
  - a. Attempt to influence legislation;
  - b. Organize or engage in protests, petitions, boycotts, or strikes;
  - c. Assist, promote, or deter union organizing;
  - d. Impair existing contracts for service or collective bargaining agreements;
  - e. Engage in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  - f. Participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
  - g. Engage in religious instruction, conduct worship services, provide instruction as part of a program that includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, or engage in any form



- of religious proselytization;
- h. Provide a direct benefit to:
  - 1. A business organized for profit;
  - ii. A labor union;
  - 111. A partisan political organization;
  - 1v. 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;
- 1. Conduct a voter registration drive or use CNCS funds to conduct a voter registration drive;
- J. Provide abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.
- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, or non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.
- C. In addition to the above activities, the below activities are additionally prohibited:
  - a. Census Activities
    - 1. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited.
    - 11. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
    - 111. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities
  - b. Election and Polling Activities
    - i. AmeriCorps members may not provide services for election or polling locations in support of such activities
  - c. 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 right 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.

#### **Non-Duplication and Non-Displacement 45 CFR §§ 2540.100 (e)-(f):**

##### **Non-Duplication**

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities prohibited by a State or local government agency in which such

entity resides.

### **Non-Displacement**

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
  - a. Will supplant the hiring of employed workers; or
  - b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
  - a. Presently employed worker;
  - b. Employee who recently resigned or was discharged;
  - c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - e. Employee who is on strike or who is being locked out

The San Bernardino Community College District - College Corps program takes every effort to ensure that duplication and displacement of employees does not take place. If a member has reason to believe they are being used in a capacity that is in violation of either sections (B) or (C) of this section, they must contact the San Bernardino Community College District - College Corps program office.