

SAMPLE



SCHOOL OF BUSINESS & ENTREPRENEURSHIP

CROSSING INTEGRATED BUSINESS PARTNER AGREEMENT

The Crossing – ABC Business

The Crossing National, Inc. (“The Crossing”) and ABC Business (“Host”) (collectively “the parties”) enter this Business Partner Agreement (“Agreement”) effective this 1st day of July 2021.

WHEREAS, the Crossing is an accredited private Indiana high school with a Job Training Program (“JTP”) that seeks to provide its students with opportunities for “hands on” exploration of potential careers and equip them with skills that prepare them for employment or entrepreneurship; and

WHEREAS, the Crossing’s JTP includes an opportunity for students in Work-Based Learning (WBL) to earn academic credit, acquire skills, and gain work experience through participation in a Work-Based Learning Program, as identified in Exhibit E, providing services to local organizations; and

WHEREAS, the Crossing seeks to contract with Host to allow students in a Work-Based Learning Program provide services to Host; and

WHEREAS, the Host is willing to allow students in a Work-Based Learning program complete the Work set out in this Agreement, on the terms set forth herein; and

WHEREAS, this Agreement is intended to mutually benefit the parties by achieving the following objectives through the Work-Based Learning Program:

- Provide meaningful industry-embedded job training opportunities aligned to the training and workforce needs of the industry.
- Provide real “hands on” work experience for students
- Provide students with opportunities to complete curriculum, competencies, and certifications related to the field.
- Assist Host with the identification and recruitment of talented and reliable employees by providing Host the opportunity to “field test” students and observe their work ethic, commitment, and responsibility throughout the school year as defined in Exhibit B.

NOW THEREFORE, the Parties agree as follows:

1. Work-Based Learning Programs (WBL). The Crossing and Host agree to the following objectives, schedule and responsibilities based on the program explained in Exhibit E and indicated in Exhibit A.
2. Work-Based Learning Participation.
 - a. Students enrolled in WBL Programs will meet the following criteria:
 - b. Appropriate age per the Department of Labor regulations regarding specific equipment usage;
 - c. In good standing at the Crossing; and
 - d. Capable of completing the Work.

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2. Scope of Work. The Scope of Work will be agreed upon by both parties as defined in Exhibit A.
3. Employment Status. Members of WBL programs shall not be considered an employee of Host unless the Host agrees to pay student(s). Students in WBL programs are earning academic credit through participation in the WBL Program, consistent with the graduation requirements set forth by the Indiana Department of Education and the Career and Technical Education standards set forth by the Governor's Workforce Cabinet.
4. Work Calendar. The Crossing's academic calendar will be followed as the work calendar for students. Select students may be asked to work with pay during breaks as agreed upon by the Crossing and Host. The Crossing and Host representatives will determine specifics with regard to amount of pay and process to follow.
5. Student Learner Exemption. The Crossing follows the Fair Labor Standards Act with regard to minors in a job training environment. As applicable, students age 16 and 17 will complete the Student Learner Exemption Agreement, attached in Exhibit C.
6. Attendance: Due to the unique population that the Crossing serves, attendance can sometimes present a challenge for certain students. If attendance becomes an issue for any participant of the WBL Program, the Crossing reserves the right to replace the participant of the WBL Program at its sole discretion.
7. Scholarship Support. Host shall consider contributions to the Crossing to support tuition scholarships for students during the 2021-22 school year, following the table in Exhibit D (Full School Year Recommended Contribution). At the signing of this agreement, enrollment level will be determined using projected enrollment.
8. Supervision. Student participants of the WBL Programs follow the rules and regulations of the Fair Labor Standards Act. Supervision responsibility (host or Crossing) is determined based on the Partner Agreement and Program structure.
9. Training. The host supervisor will train respective Crossing students and staff based on the Partner Agreement and program structure.
10. Feedback. Host shall immediately discuss any concerns regarding the WBL student participant's performance with the assigned Crossing staff member. The Crossing Regional Coordinator will schedule regular monthly meetings between the Regional Coordinator, Regional Director and Host. Bi-annual meetings will be held with Host Administration, Director of Career Pathways and Regional Director.
11. Termination. Either party may terminate this agreement with a 30-day written notice prior to the end of each semester.
12. Government Mandated Shut Down. In the event of a government mandated shut down that affects the Host or Crossing's ability to abide by this agreement, the Host and Crossing will collaborate in an effort to agree on potential solutions for a revised agreement. If a solution is not agreed upon, refer to section 10 regarding termination.
13. Compliance with Work Rules and Safety Standards. All WBL Program participants shall comply with Host's work rules and safety standards.
14. Drug Testing. Participants of WBL Programs may be drug tested prior to the Work Session, and may be tested throughout the course of the Work Session.
15. Compliance with Guidelines. WBL Program participants shall adhere to the Indiana Department of Education's Work Based Learning guidelines and the Indiana Department of Labor's Student Learner Guidelines.

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16. Student Medical Coverage.

- a. For students participating in the non-paid WBL program, the Crossing shall maintain Student Medical Coverage in an amount of \$100,000 per occurrence, to pay medical expenses associated with any illness or injury incurred by a student during the course of his or her participation in the WBL Program.
- b. For Students participating in a WBL program paid by the Host, medical coverage will be covered by the Host's workers compensation plan.

17. Indemnification.

- a. Non-paid Students: The Crossing shall indemnify and hold Host harmless from and against claims, damages, losses and expenses arising out of or resulting from the performance of the WBL Programs under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Crossing's WBL Programs.
- b. Paid by Host Students: The Host shall indemnify and hold the Crossing harmless from and against claims, damages, losses and expenses arising out of or resulting from the performance of the WBL Programs under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Host's programming.

18. No Guarantee of Future Employment. After the Work Session ends, some students may be encouraged to apply for employment with Host. However, Host is under no obligation to employ WBL student participants after the completion of the work session.

19. Certification. If there are any professional certifications available in Host's industry, the Crossing encourages, but does not require, Host to provide training for such certifications to a participant or participants of the WBL Program that Host selects.

20. Host Contact. The Crossing's primary contact at Host for (a) coordinating the performance of the Work; and (b) coordinating billing is detailed in Exhibit A.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior negotiations or agreements.

IN WITNESS WHEREOF, the parties agree to the terms stated above, as of this ____ day of _____ 2021.

The Crossing National, Inc.

By: _____

Title: _____

ABC Business

By: _____

Title: _____

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EXHIBIT A TO JTP BUSINESS PARTNER AGREEMENT The Crossing – ABC Business

Host: Dunder Mifflin

Address: 1234 Main St, Elkhart, IN 46516

Work Session Start & End Dates: July 27, 2021 - June 9, 2022

Amount to be Received upon signing of this agreement: \$40,000

Program Agreed Upon by Both Parties (circle one):

SATELLITE

WORK TEAM

Host Contact Information: The Crossing shall coordinate performance of the Work, including any changes to the agreed upon Work Calendar or WBL Program with:

Name: Bob Miller

Email: Bobmiller@gmail.com

Phone: 777-777-7777

Crossing Contact: Host shall coordinate performance of the Work, including any concerns regarding performance of the Work with:

Name: Jane Doe

Email: Janedoe@gmail.com

Phone: 999-999-9999

Name: John Doe

Email: johndoe@gmail.com

Phone: 888-888-8888

Work Schedule: The Crossing's WBL Program Participants shall work on site at Host's location or work site from 9:00AM to 3:30PM on the following weekdays during the Work Session: M T W R F (circle applicable).

Scope of Work Schedule:

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**EXHIBIT B TO JTP
AGREEMENT
2021-22 Crossing Calendar**

BUSINESS PARTNER

Options

Student Calendar 2021-2022																																																																																																																																																																										
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EXHIBIT C TO JTP BUSINESS PARTNER AGREEMENT

Student Learner Exemption Agreement Form

Department of Labor policies allow for 16 & 17-year-old students to run power equipment as part of their education in multiple work settings.

To be considered for the *student learner exemptions*, a 16 or 17-year-old must be enrolled in a course of study and training in a cooperative vocational training program under a recognized State or local educational authority or in a course of study in a substantially similar program conducted by a private school. Such work must be intermittent and for short periods of time and is under the direct and close supervision of a qualified and experienced person. Safety instructions must be given by the school and correlated by the employer with on-the-job training. A schedule of organized and progressive work processes to be performed on the job must have been prepared (i.e. curriculum).

Each written agreement must contain the name of the student-learner, and must be signed by the employer and the school coordinator or principal. Copies of each agreement must be kept on file by both the school and the employer. This exemption for the employment of student learners may be revoked in any individual situation where it is found that reasonable precautions have not been observed for the safety of the student. A high school graduate may be employed in an occupation in which he has completed training as provided in this paragraph as a student-learner, even though he or she is not yet 18 years of age.

See the following link for exemptions that may apply to your business:

www.in.gov/dol/2741.htm#1617exempt

Exemptions:

16 or 17-year-olds working as apprentices or student learners (see above definition) as defined under the Fair Labor Standards Act may be exempt from the restrictions related to the operation of circular saws, band saws, guillotine shears, chain saws, reciprocating saws, wood chippers, and abrasive cutting discs.

I have read all the above information and had it explained to me by the Cooperative Education Coordinator. I am in full understanding of all the rules and regulations and agree to abide by them.

Host Representative Signature (if Applicable) _____ Date _____

Job Training Instructor Signature _____ Date _____

Student's Signature _____ Date _____

SAMPLE



EXHIBIT D TO BUSINESS PARTNER AGREEMENT Full School Year Recommended Contribution Levels

Student Enrollment	Job Training Instructor Count	Host Company Recommended Donation
UP TO 20	1	\$40,000 SGO
40	2	\$80,000 SGO
*50	3	\$100k SGO
60	3	\$120k SGO
70	4	\$140k SGO
80	4	\$160k SGO
90	5	\$180k SGO
100	5	\$200k SGO
*New, start-up WBL Satellite Program Host shall consider an additional \$10,000 for the general fund for the first year only.		

Due to the need for increased supervision with enrollment numbers higher than 40, the Crossing shall be proactive in hiring as enrollment increases above 50 students.

SAMPLE



EXHIBIT E TO BUSINESS PARTNER AGREEMENT Work-Based Learning Program Types

1. WBL Satellite Program.

- a. Program will provide services to Host, competency-based work skills' development to Crossing students, and classroom space in excess of 1000SF at host facility; and
- b. The Host agrees to a minimum of 20 students in the program for the duration of the agreement; and
- c. The Host agrees to a start-up donation of \$10,000, paid to the general fund, for the first year only.
- d. The Host agrees to a designated and secured classroom (1000 SF) at no cost to the Crossing for students to complete curriculum related to Indiana Academic Standards related to their career interest area in order to obtain an accredited high school diploma. Academic instruction would be led by a Teacher employed by the Crossing.
- e. The Crossing agrees to provide students to complete work-based learning for an agreed upon time period per day. Work will be led by a Job Training Instructor employed by the Crossing. Job Training Instructors would be hired at a ratio based on the chart in Exhibit D.
- f. Host will provide training to the Crossing Job Training Instructor and students.
- g. Crossing students shall be on Host's property for the full school day according to Indiana Department of Education guidelines.
- h. Liability insurance coverage will be provided by the Crossing (for unpaid students only).
- i. Host and the Crossing may also utilize the Earn and Learn program as described below for select students.
- j. Host will have the choice to provide select students, as agreed upon by the Crossing, with paid job training experience opportunities. Host will provide training in meaningful competencies specific to industry as well as train, track and support paid students as they complete the program. Liability and workers compensation insurance coverage and student pay will be provided by the Host unless otherwise agreed upon by both parties in writing.

SAMPLE

- i. The business will appoint an employee with the proper experience and credentials to directly oversee student(s) in paid job training experience. Business will submit employee experience and credential documentation to the Crossing prior to the start of the program.

2. WBL Work Team Program.

- a. The Crossing seeks to contract with Host, to provide a WBL Work Team that will provide services to Host and competency-based work skills development to Crossing students.
- b. The Crossing will provide a 5-10 member WBL Work Team for Host, led by a Job Training Instructor employed by the Crossing.
- c. Host will provide training to the Crossing Job Training Instructor and students.
- d. During each Work Session, the WBL Work Team shall be on Host's job site for job training purposes as defined by the training plan in Exhibit A.
- e. Liability insurance coverage will be provided by the Crossing (for unpaid students only).
- f. Host and the Crossing may also utilize the Earn and Learn program as described below for select students.
- g. Host will have the choice to provide select students, as agreed upon by the Crossing, with paid job training experience opportunities. Host will provide training in meaningful competencies specific to industry as well as train, track and support paid students as they complete the program. Liability and workers compensation insurance coverage and student pay will be provided by the Host unless otherwise agreed upon by both parties in writing.
 - i. The business will appoint an employee with the proper experience and credentials to directly oversee student(s) in paid job training experience. Business will submit employee experience and credential documentation to the Crossing prior to the start of the program.