

SAMPLE



SATELLITE BUSINESS PARTNER AGREEMENT

2022-23 School Year

The Crossing – [Business Name]

The Crossing National, Inc. (“The Crossing”) and [Business Name] (“Host”) (collectively “the parties”) enter this Business Partner Agreement (“Agreement”) effective this ___ day of _____ 2022.

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 WBL 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 described in the Satellite Training Program Implementation Plan previously developed by both the Host and Crossing representatives, incorporated fully herein, 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 WBL 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 A.

NOW THEREFORE, the Parties agree as follows:

1. Work-Based Learning Programs (WBL). The Crossing and Host agree to the objectives, schedule and responsibilities defined in the Satellite Training Program Implementation Plan previously developed by both the Host and Crossing representatives.
2. Work-Based Learning Participation.

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- a. Students enrolled in WBL Programs will meet the following criteria:
 - i. Appropriate age per the Department of Labor regulations regarding specific equipment usage;
 - ii. In good standing at the Crossing; and
 - iii. Capable of completing the Work.
2. Scope of Work & Work Schedule. The Scope of Work and Work Schedule has been defined in the Satellite Training Program Implementation plan previously developed and agreed upon by Host and Crossing representatives.
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 the 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 Work-Based Learning environment. As applicable, students age 16 and 17 will complete the Student Learner Exemption Agreement, attached in Exhibit B for reference.
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 2022-23 school year. Host donation shall be used to support local student programming through the SGO tuition scholarship and is not tied to specific individual students. Host donations do not offset labor costs.
8. Supervision. Student participants of the WBL Programs follow the rules and regulations of the Fair Labor Standards Act.
9. Contact With Students. For the protection of the Host and Crossing students, the Crossing requires an inquiry into the personal background of each Host employee who is likely to have direct, ongoing contact with students within the scope of their employment to include an expanded criminal history check as defined by I.C. 20-26-2-1.5, An Indiana expanded child protection index check as defined by I.C. 20-26-2.1.3, A search of the National Sex Offender registry maintained by the United States Department of Justice, and a search of the State Child Abuse Registry. Upon request, Host shall provide background screening results to the Crossing for Host employees who have direct, ongoing contact with students. Host shall be required to report employees who are registered sex offenders to the Crossing and shall restrict their ability to have contact with students as much as within their control.

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10. Character Education and Curriculum. Host shall provide a small classroom space for Work-Based Learning curriculum and character education programming. All participating students shall be required to work with Crossing staff on curriculum and character education one day per week.
11. Student Privacy. The Crossing shall obtain all consents required by state and federal law before disclosing student educational information to the Host. Student educational information shall be shared with the Host only in the event that such information is necessary for student progression within the Work-Based Learning program. Host shall treat all student information received by the Crossing as confidential under the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities in Education Improvement Act (IDEIA). Host shall refer any requests from third parties for access to a student's personally identifiable information to the Crossing, and shall not disclose such records or information to third parties without the explicit written authorization of the School Corporation
12. Training. The host supervisor will train respective Crossing students and staff based on the Satellite Training Program Implementation Plan and program structure.
13. Feedback. Host shall immediately discuss any concerns regarding the WBL student participant's performance with the assigned Crossing staff member. Regular meetings between both parties will be held in order to monitor the progress of the program.
14. Termination. Either party may terminate this agreement with a 30-day written notice prior to the end of each semester.
15. 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 11 regarding termination.
16. Compliance with Work Rules and Safety Standards. All WBL Program participants shall comply with Host's work rules and safety standards.
17. 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. Crossing requests that all students be drug tested, by Crossing or company, prior to accepting a paid position with the company.
18. 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.
19. 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.
20. 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,

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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.
21. 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.
22. 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.
23. Host Contact. The Crossing's primary contact at Host for (a) coordinating the performance of the Work; and (b) coordinating billing is detailed in the Satellite Training Program Implementation Plan.
24. 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 _____ 2022.

The Crossing National, Inc.

[Business Name]

By: _____

By: _____

Title: _____

Title: _____

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**EXHIBIT A TO SATELLITE BUSINESS PARTNER AGREEMENT
2022-23 Crossing Calendar Options**

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SAMPLE

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 C TO SATELLITE BUSINESS PARTNER AGREEMENT

The Crossing - (Business Name)

Host Name:

Host Address:

Host Scholarship Pledge: Host pledges to support student scholarships by donating one of the following:

Annual Amount:	\$
Semester Amount:	\$
Monthly Amount	\$

Main Contacts

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

Name:		Phone:	
Email:			

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

Name:		Phone:	
Email:			