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Don Bosco Cristo Rey Work Study Partner Agreement

Job Partner: \_\_\_

Effective Date: \_\_\_\_\_

THIS AGREEMENT (this "Agreement") is entered into as of the effective date shown above, by and between the Job Partner listed above, and DON BOSCO CRISTO REY WORK STUDY, a Maryland non-profit corporation (the "DBCR CWSP") and wholly owned subsidiary of Don Bosco Cristo Rey High School (DBCR HS). DBCR CWSP provides students with real world job experience and allows students to earn a portion of the cost of their private, college preparatory education. In consideration of the mutual covenants contained herein, and other goods and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1) DBCR CWSP SERVICES.** Pursuant to the terms of this Agreement, Job Partner agrees to retain DBCR CWSP to provide student workers. Each student worker will provide their services during a period of approximately ten (10) months during the school year (September-June). Job Partner recognizes that DBCR CWSP has been organized for educational purposes and that such purposes are of primary importance in DBCR CWSP's performance under this Agreement. DBCR CWSP agrees to furnish students, where a team of 4 students is equivalent to 1.0, 3 students are equivalent to .75, 2 students are equivalent to 0.50 and 1 student is equivalent to .25 of a Full Time Employee. The total numbers of FTE furnished to your organization will be .25 (1 student) with each student working a maximum of:

a. no more than (i) one (1) day per week and (ii) eight (8) hours per day. Such students shall work during the Monday through Thursday work week during such ten (10) month period, other than those days which are either Job Partner holidays or Don Bosco Cristo Rey holidays. Furthermore, all student work will be conducted between the hours of approximately 9:00 A.M. and 5:00 P.M. It is preferred students work between the hours of 9:00 A.M. and 5:00 P.M. but other work hours can be requested by contacting the Don Bosco Cristo Rey Corporate Work Study Program.

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**2) DBCR CWSP ADMINISTRATION AND SUPERVISION.**

a. DBCR CWSP shall provide basic workplace training for the students, shall be the employer of the students, and shall comply with all applicable labor laws in connection with such employment.

b. DBCR CWSP shall, in conjunction with Job Partner Supervisor, supervise the students including, without limitation:

I. Supervising each student’s performance of his or her duties under criteria established by DBCR CWSP;

II. Monitoring each student's compliance with his or her job description;

III. Supervising the conduct and appearance of the students; and

IV. Reprimanding, suspending, terminating or otherwise providing discipline to students, as required.

c. DBCR CWSP shall pay all required state, federal or local employment withholding taxes for the work/study position(s).

d. DBCR CWSP shall be responsible for providing any employment benefits and workers compensation insurance coverage to students in the work study program. A copy of any applicable insurance policy shall be provided to Job Partner upon request.

e. DBCR affirms that its employment of minors as described in this Agreement is pursuant to an Education Assistance Plan and is in compliance with the minimum wage and youth employment provisions of the Fair Labor Standards Act (FLSA)’s Compensation, Wages and Hours statutes, is approved by the U.S. Department of Labor and complies with the provisions of the Code of Federal Regulations 29 CFR 570.37. These standards require, among other matters, that each Job Partner be assigned a relationship manager who will make at least two scheduled visits to the student’s workplace during the school year to confirm that the student worker(s) are employed in compliance with all applicable provisions of the FLSA and CFR.

f. DBCR CWSP will consult with Job Partner in filling the work study positions, but DBCR CWSP retains the right to determine which students will fill them. Job Partner agrees that DBCR will determine student placement for each role based on Job Partner job description. Job Partner may reject any student so furnished if Job Partner is dissatisfied with that student's performance. DBCR CWSP retains the right to substitute students for any work study position from time to time, in DBCR CWSP’ reasonable discretion.

**3) JOB PARTNER PARTICIPATION IN STUDENT MANAGEMENT.** Pursuant to the terms of this Agreement, Job Partner shall direct students in their day-to-day performance of the work study positions, and train them in specific skills required by Job Partner when necessary, subject to the provisions of Section 2 above. A document describing the Job Partner’s work study position(s) will be agreed upon separately.

a. Job Partner further agrees:

I. To cause the employee of Job Partner who will be supervising such students to participate in a brief orientation program.

II. To host two (2) site visits a year with a staff member from DBCR as required by the U.S. Department of Labor and any other visits required by law;

III. To provide a designated contact person (i.e. supervisor) to whom DBCR student workers may report while performing Work Study duties;

IV. To provide to the students any applicable instructions regarding company rules, regulations or policies, including any applicable safety instructions;

1. To provide reasonable cooperation with DBCR CWSP during its periodic student performance evaluations, including the verification of timesheets, completion of performance evaluations, and participate in regular job site visits;
2. To promptly report any student performance deficiencies or problems of any kind directly to DBCR CWSP so that DBCR CWSP may immediately investigate and, if necessary, correct any such deficiencies or problems;
3. To cooperate fully with DBCR CWSP regarding any labor or other regulatory requirements including, but not limited to, retaining copies provided by DBCR CWSP of individual student work permits at Job Partner's workplace;
4. Not to discriminate in Job Partner's treatment of students based upon race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, disability (physical or mental), sexual orientation, gender identity or veteran status;
5. Not to engage in employment practices which result in harassment or injury to the students;
6. To provide students with break periods during the workday for meals and rest consistent with Job Partner’s practices with respect to similarly situated Job Partner employees; and
7. To comply with all applicable federal, state and local rules and regulations, including without limitation any labor, employment and insurance rules and regulations, except to the extent that such compliance is the responsibility of DBCR CWSP as set forth in this Agreement.

b. Job Partner acknowledges and agrees that because DBCR CWSP' primary purpose is the education of its student workers and because the work study program is intended to further that purpose, Job Partner shall endeavor, to the extent possible without interfering with Job Partner's business operations or efficiency, to afford educational opportunities to such student workers in the work place.

**4) TERM AND TERMINATION:**

a) Term: The term of this Agreement shall commence on 8/13/2024 and shall remain in full force and effect until June 30, 2025 (the “Initial Term”) unless sooner terminated as provided herein; provided, however, this Agreement shall be automatically renewed for additional one-year terms (each additional one-year term, a “Renewal Term”) unless either party gives written notice of termination to the other at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The terms and conditions of this Agreement shall apply to any Renewal Term, except that the fee applicable for each work study position and the payment schedule set forth in Exhibit B shall be amended to reflect DBCR CWSP then current fee and payment schedule generally applicable to DBCR CWSP’s Job Partners.

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b) Termination: This Agreement may be terminated by either party upon sixty (60) days’ written notice of a breach by the other party; provided, however, that if the defaulting party cures such default within the sixty (60) days, then such notice shall be of no force and effect. The termination of this Agreement for any reason shall not in any way relieve Job Partner of its obligation to pay DBCR CWSP for all amounts owing pursuant to the terms of this Agreement through the date of termination.

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**5) FEE.** Job Partner shall pay to Don Bosco Cristo Rey Corporate Work Study Program a total of \_\_\_\_\_\_\_\_\_\_ for the 2024- 2025 school year and as it shall be updated in successive years as agreed by the parties. Job Partner acknowledges that any and all payments made to Work Study Corporation pursuant to this Agreement are not to be considered charitable donations.

6) NOTICE TO PARTIES. All notices required or permitted to be served pursuant to this Agreement shall be given or made in writing and shall be delivered via email or sent by prepaid certified United States mail or recognized overnight delivery service, as follows:

a) to Job Partner at Job Partner Address shown at the top of this form.

b) to DBCRCWSP at: Don Bosco Cristo Rey Work Study

1010 Larch Avenue

Takoma Park, MD 20912

Any notice given in accordance with the provisions of this section shall be deemed to be effective upon delivery or refusal of delivery. Each party must give notice to the other party of a change of its address for the purpose of giving notice under this section.

**7) JOB PARTNER EMPLOYMENT OF STUDENTS**. Job Partner agrees not to hire any student worker provided by DBCR CWSP hereunder on any basis without the prior consent of DBCR CWSP. Job Partner agrees, given the educational purpose of the work study program, to refrain from recruiting such student workers without DBCR CWSP consent. When school is not in session, Job Partner may, with the prior consent of DBCR and a mutual agreement with their student, independently hire students to work for them on weekends or school breaks.

a. Job Partner shall communicate to Work Study Corporation all applicable health and vaccination requirements and/or vaccination policies, if any, of Job Partner prior to commencement of the students‘ school year and shall promptly communicate any amendments thereto.

**8) ENTIRE AGREEMENT**. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties with respect to such subject matter. No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed by both Job Partner and DBCR CWSP.

**9) ASSIGNABILITY.** No party may assign or transfer this Agreement, or any rights pursuant thereto, without the prior written consent of the other party. All notices to be provided under this Agreement shall be in writing and served personally or mailed by prepaid certified U.S. mail to the address on the signature page (or another address provided by a party to the other party). Notices shall be effective when delivered in person or, if made by U.S. mail, on the second day following the date of such mailing.

**10) CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS.** Neither Job Partner nor DBCR CWSP shall disclose the terms of this Agreement or issue any public announcements regarding the DBCR CWSP work study program without the prior written consent of the other party; provided, however, that Job Partner agrees to allow DBCR CWSP to use its name and/or logo in certain publications with the other job partners participating in the work study program solely to acknowledge Job Partner as participating in the work study program.

**11) USE OF NAME**. DBCR CWSP may use Partner’s name in certain public materials that list the Partners participating in DBCR CWSP’s work/study program.

**12) MISCELLANEOUS.** This Agreement shall be governed by the laws of the Maryland without regard to conflicts of laws or principles thereof. This agreement, including the Schedules attached hereto, contains the entire agreement between the parties regarding the subject matter herein and supersedes all prior and contemporaneous agreements and understandings. No waiver, supplement, modification or amendment to this agreement shall be binding unless executed in writing by both Partner and DBCR CWSP. No failure to declare a breach shall be construed as a waiver of any rights hereunder. If any provision of this agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable, the agreement shall be reformed to provide for its intent to the fullest possible extent. Neither party may assign or transfer this agreement or its rights hereunder without the prior written consent of the other party. Counterpart signatures, including by fax or PDF, are valid and binding. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, e-signature, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**13) INDEMNIFICATION.** Neither party to this agreement shall be responsible for any obligation or liability incurred or assumed by the other party or its employees, affiliates, or other agents and each party hereby indemnifies and holds harmless the other party from any claim arising from its own acts or omissions or those of its employees, affiliates or agents. In the event that liability is shared between the parties, each party shall indemnify the other party against its own negligence or willful misconduct, and shall make contribution accordingly.

**14) EXECUTION COPIES.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed an original, and such counterparts together shall constitute one and the same document. This Agreement may be signed by electronic signature. Further, a copy of this Agreement shall for all purposes be deemed an original and a facsimile or scanned copy of an original signature shall be deemed an original signature.

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**Payment Terms: 2024-2025 School Year**

Partner shall pay to DBCR CWSP a total of the Amount (as shown in the Job Details section below) in accordance with the payment schedule below. Partner acknowledges that no payments made pursuant to this agreement are charitable donations and Partner agrees not to characterize them as such. In the event that this agreement is terminated before the end of the Term, as applicable, amounts due pursuant to the payment plan selected below shall be calculated on a pro-rata basis for days scheduled to be worked by Student employees through the date of termination.

Please select the payment plan below that best suits your needs and note the total amount due for each payment due date in the worksheet provided below.

Total Amount Due: $\_\_\_\_\_\_\_\_\_\_

**Plan A Payment Schedule- One Payment**

Payment 1 Due 9/1/24----- Full payment of the amount reflected above

**Plan B Payment Schedule- Three Payments Schedule**

Payment 1 Due 9/1/24 ---- 1/3 payment of the amount reflected above

Payment 2 Due 1/1/25 ---- 1/3 payment of the amount reflected above

Payment 3 Due 5/1/25 ---- 1/3 payment of the amount reflected above

**Plan C Payment Schedule- Monthly Payments**

Payment due 1st of month from Sept 24 - Jun 25 -- 1/10 payment of the amount reflected above

Special Instructions (Please include address of primary student work place and preferred student or student workday)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Job Partner Name: \_\_\_\_\_\_ **Don Bosco Cristo Rey Work Study**



Name: Gabe Obregon

Title: Director, Corporate Work Study