

## CRSM WORK STUDY, INC. SPONSOR AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into as of this \_\_\_ day of \_\_\_, 2019, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("Sponsor"), and the CRSM WORK STUDY, INC., an Illinois not-for-profit corporation ("CRSM"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1) CRSM. Pursuant to the terms of this Agreement, Sponsor agrees to retain CRSM to provide a total of \_\_\_ work/study positions (\_\_\_ students) and CRSM agrees to provide Sponsor with work teams for the work/study positions. Each such work/study position shall equal full-time service during an approximate nine and one-half month period, with optional extensions for additional part-time work subject to the mutual agreement of CRSM and Sponsor (as described in clause 9 herein). A more detailed description of the work/study positions to be provided by Sponsor is set forth on one or more Addenda A attached hereto and incorporated herein by this reference. CRSM shall endeavor to provide individuals who are duly qualified and skilled in the areas in which their services are to be utilized.
  
- 2) CRSM ADMINISTRATION AND SUPERVISION.
  - a) CRSM shall be the employer of the students.
  - b) CRSM shall, in consultation with Sponsor, supervise the students including, without limitation:
    - i) Supervising the students' performance of their duties under criteria established by CRSM;
    - ii) Monitoring each student's compliance with his or her job description;
    - iii) Supervising the conduct and appearance of the students;
    - iv) Reprimanding, suspending, terminating or otherwise providing discipline to students;
    - v) Setting each student's compensation; and
    - vi) Determining and controlling all other conditions incidental to CRSM's employment of the students.
  - c) CRSM shall pay all required state, federal or local employment withholding taxes for the work/study positions.
  - d) CRSM shall be solely responsible for providing any employment benefits and workers compensation insurance coverage to students in the work/study program.
  - e) CRSM will consult with Sponsor in filling the work/study positions, but CRSM retains the right to determine which students will fill them. Sponsor has no right to approve this determination, but may reject any student so furnished if Sponsor is dissatisfied with that student's performance. CRSM retains the right to substitute students for any work/study position from time to time, if necessary.
  
- 3) SPONSOR RESPONSIBILITIES WITH REGARD TO STUDENTS. Pursuant to the terms of this Agreement, Sponsor shall direct students in their day-to-day performance of the work/study positions and train them in specific skills required by Sponsor when necessary, subject to the provisions of clause 2 above.

- a) Sponsor further agrees:
  - i) To provide to the students any applicable instructions regarding company rules, regulations or policies, including any applicable safety instructions;
  - ii) To provide reasonable cooperation with CRSM during its periodic student performance evaluations;
  - iii) To promptly report any student performance deficiencies or problems of any kind directly to CRSM so that CRSM may immediately investigate and, if necessary, correct any such deficiencies or problems;
  - iv) Not to discriminate in Sponsor's treatment of students based upon age, race, sex, religion or nationality;
  - v) Not to engage in employment practices which result in harassment or injury to the students;
  - vi) To provide students with a reasonable number of break periods during the work day for meals and rest; and
  - vii) To ensure that the work/study positions provided by Sponsor will not vary substantially from those described in Addendum A.
  
- b) Sponsor acknowledges and agrees that because CRSM's primary purpose is the education of its student workers and because the work/study program is intended to further that purpose, Sponsor shall endeavor, to the extent possible without interfering with Sponsor's business operations or efficiency, to afford educational opportunities in the work place.

4) TERM, EXTENSION, AND TERMINATION.

- a) Term and Extension: The term of this Agreement shall commence on August 15 of the year first set forth above and shall remain in full force and effect until August 14 of the following year (the "Term") and shall continue for successive one year Terms as agreed by the parties unless sooner terminated as provided herein.
- b) Termination: This Agreement may be terminated by either party upon thirty (30) days' written notice of a breach by the other party; provided, however, that if the defaulting party cures such default within the thirty (30) 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 Sponsor of its obligation to pay CRSM for all amounts owing pursuant to the terms of this Agreement through the date of termination.

- 5) FEE. Sponsor shall pay to CRSM the annual fee for each work/study team, in accordance with the schedule attached hereto as Addendum B, and as it shall be updated in successive years as agreed by the parties.

6) INSURANCE. Sponsor and CRSM agree to maintain insurance coverage as follows:

- a) CRSM shall furnish and keep in full force and effect at all times during the term of this Agreement:
  - i) Workers' Compensation insurance covering all students filling work/study positions under the term of this Agreement, to a limit of One Million Dollars (\$1,000,000) per accident for Coverage B (employers liability); and
  - ii) Commercial automobile liability insurance covering all CRSM vehicles used for the transport of students to and from Sponsor's work place with a limit of One Million Dollars (\$1,000,000) per occurrence.

iii) Commercial general liability insurance on its entire business operations for a minimum limit of One Million Dollars (\$1,000,000).

b) Sponsor shall furnish and keep in full force and effect at all times during the term of this Agreement:

i) Commercial general liability insurance on its entire business operations for a minimum per-occurrence limit of Two Million Dollars (\$2,000,000), and Four Million Dollars (\$4,000,000) in the aggregate annually, in combination of a primary and excess policy.

7) 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 served personally or mailed by prepaid certified U.S. mail

a) to Sponsor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) to CRSM at:      Cristo Rey St. Martin College Prep  
                                 c/o G. Preston Kendall  
                                 3106 Belvidere Road  
                                 Waukegan, IL 60085

c) Any notice given in accordance with the provisions of this section shall be deemed to be effective, if delivered, on the date of such delivery, or if by mail, upon the second day following the date of such mailing. Each party must give notice to the other party of a change of its address for the purpose of giving notice under this section.

8) SPONSOR EMPLOYMENT OF STUDENTS. Sponsor agrees not to hire any student worker on any basis without the prior consent of CRSM. Sponsor agrees, given the educational purpose of the work/study program, to refrain from recruiting student workers without CRSM consent.

9) ADDITIONAL PART-TIME WORK. Sponsor may, with the consent of CRSM, opt to participate in an extension of this Agreement to retain specifically designated students outside the normal workweek, or during holiday breaks, or during the summer. Sponsor agrees that the provisions of this Agreement will remain in full force and effect during any such retention.

10) DEFENSE AND INDEMNIFICATION.

a) By CRSM

i) CRSM shall indemnify, defend and hold harmless, and hereby releases and forever discharges, Sponsor, and all of its past, present, former and/or future shareholders, officers, directors, trustees, employees, agents, attorneys, divisions, parents, subsidiaries, affiliates, successors, administrators, executors, and assigns or insurers (collectively the "Sponsor Parties") from any and all claims of liability

for any injury or damage to any person or property whatsoever arising from the negligence of CRSM or the student workers.

- ii) CRSM shall further indemnify and hold the Sponsor Parties harmless from and against any and all claims to the extent arising from any breach or default in the performance of any obligation on CRSM's part to be performed under the terms of this Agreement, and from and against all costs, reasonable attorneys' fees, reasonable expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

b) By SPONSOR

- i) Sponsor shall indemnify, defend and hold harmless, and hereby releases and forever discharges CRSM and all their past, present, former and/or future shareholders, officers, directors, trustees, employees, student workers, agents, attorneys, divisions, parents, subsidiaries, affiliates, successors, administrators, executors, and assigns or insurers (collectively the "CRSM Parties") from any and all claims of liability for any injury or damage to any person or property whatsoever arising from Sponsor's negligence.
- ii) Sponsor shall further indemnify and hold the CRSM Parties harmless from and against any and all claims to the extent arising from any breach or default in the performance of any obligation on Sponsor's part to be performed under the terms of this Agreement, and from and against all costs, reasonable attorneys' fees, reasonable expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

- 11) ENTIRE AGREEMENT. This Agreement, including the Addenda attached hereto, contains the entire agreement between the parties regarding the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing.
- 12) SEVERABILITY. If any provision of this Agreement or its application to any person or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or such circumstance other than to those as to which it is so determined invalid and unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13) ASSIGNABILITY. Neither party may assign or transfer this Agreement, or any rights pursuant thereto, without the prior written consent of the other party.
- 14) WAIVER. Failure of either party at any time to require performance by the other party hereto or to claim a breach by such other party of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor shall it diminish the effectiveness of this Agreement, nor any part hereof, nor prejudice the party with respect to any subsequent action.
- 15) CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS. Neither Sponsor nor CRSM shall disclose the terms of this Agreement or issue any public announcements

regarding the CRSM work/study program without the prior written consent of the other party; provided, however, that (a) Sponsor agrees to allow CRSM to use its name in certain publications in a list form with the other sponsors participating in the work/study program solely to acknowledge Sponsor as participating in the work/study program and (b) CRSM agrees to allow Sponsor to use its name in to acknowledge that Sponsor is participating in the work/study program.

- 16) TIME OF THE ESSENCE. Time is of the essence with regard to all dates provided herein for performance of any obligation by all parties.
- 17) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Illinois. All actions concerning this Agreement and the parties' obligations hereunder and any breach or alleged breach of such obligations shall be brought exclusively in the federal or state courts (as applicable) located in Lake County, Illinois. Both parties hereby agree to the exclusive jurisdiction and venue of such courts and hereby waive any defenses such party may have to such forum on any basis.
- 18) PARAGRAPH HEADINGS. The paragraph headings of this Agreement are for reference only and shall not be considered in the interpretation of the Agreement.
- 19) EXECUTION COPIES. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same document. 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.

IN WITNESS WHEREOF, the parties, each by its duly-authorized representative, have executed this Agreement of its own free act and deed as of the date first above written.

CRSM WORK STUDY, INC.,  
an Illinois not-for-profit corporation

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Brian Weinberg  
Director, Corporate Work Study Program

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ADDENDUM A - DESCRIPTION OF WORK/STUDY POSITIONS**

Work/Study Position Title:

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Primary Work/Study Location:

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<b>Direct Supervisor:</b>		<b>Secondary Supervisor</b>	
Name		Name	
Title		Title	
Phone		Phone	
eMail		eMail	

Work/Study Responsibilities:

1.

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2.

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3.

**Required/Desired Skills (please check required level):**

<b>Skill</b>	<b>Basic</b>	<b>Intermediate</b>	<b>Advanced</b>
Word			
Excel			
PowerPoint			
Outlook			

Additional Skills (Please Specify):

1.

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2.

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3.

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Most Important Performance Criteria:

1.

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2.

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3.

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Will students be required to leave the work place at any time (please circle)? Yes / No

Please Describe: \_\_\_\_\_

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**ADDENDUM B – 2019-2020 PAYMENT SCHEDULE**

The Corporate Work Study Program at Cristo Rey St. Martin College Prep offers three different payment schedules for the convenience of its Job Sponsors/Business Partners. Please complete the form below. The fee outlined below is for 1 FTE of 4 students; the rate is pro-rated proportionally if the agreed upon number of students is different.

<b>Schedule:</b>	<b>Plan I (1 payment of \$35,000)</b>	<b>Plan III (3 payments)</b>	<b>Plan X (10 payments of \$3,500)</b>
<b>August 1</b>	<b>\$35,000</b>	<b>\$11,666</b>	<b>\$3,500</b>
<b>September 1</b>			<b>\$3,500</b>
<b>October 1</b>			<b>\$3,500</b>
<b>November 1</b>		<b>\$11,667</b>	<b>\$3,500</b>
<b>December 1</b>			<b>\$3,500</b>
<b>January 1</b>			<b>\$3,500</b>
<b>February 1</b>		<b>\$11,667</b>	<b>\$3,500</b>
<b>March 1</b>			<b>\$3,500</b>
<b>April 1</b>			<b>\$3,500</b>
<b>May 1</b>			<b>\$3,500</b>

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**Payment Choice: (Please circle one)**      Plan I      Plan III      Plan X

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**Method of Payment:**

A. To receive invoices via e-mail:

E-mail address: \_\_\_\_\_

PO Number: \_\_\_\_\_

Cost Center: \_\_\_\_\_

B. To make payment via ACH Our CFO will email electronic payment instructions.

E-mail address: \_\_\_\_\_

PO Number: \_\_\_\_\_

Cost Center: \_\_\_\_\_