

## **BAYSHIRE BEAUTY ACADEMY AGREEMENT**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_, 2025 between the School District of the City of Saginaw, of 550 Millard Street, Saginaw, Michigan 48607 ("Agency") and Bayshire Beauty Academy, of 2102 Weiss Street, Saginaw, Michigan 48602, ("Contractor").

In consideration of the mutual benefits of the parties, it is agreed and understood by the parties:

1. This contract is for students who begin the program with high school junior class status. The contract shall run for a period of 23 months from and after September 3, 2025, unless terminated pursuant to the terms of this contract.

2. Contractor shall set up to 35 cosmetology training stations per class offering (CIP 12.0403) at a site approved by the Agency. The training stations shall be provided by the Contractor in compliance with the Administrative Guidelines for Career and Technical Education in Michigan. (CIP Code 12.0403).

3. Contractor shall provide all necessary teachers, instructional teaching aides, student kits, uniforms, supplies and a minimum of 1,500 hours of instruction per student, per program, beginning in August 25 of 2025. The 1,500 hours shall be provided over a 23-month period with the first 700 hours being provided between September 3, 2025 through June 30, 2026 and the final 800 hours being provided from July 1, 2026 through June 30, 2027. These periods shall be in effect unless terminated pursuant to the terms of this contract. Contractor shall provide a written curriculum and course outline and shall further provide definitive program course performance objectives to the Agency and to each student enrolled in the program.

4. The instruction provided by the Contractor shall meet or exceed the requirements established by the Michigan State Board of Cosmetology and shall be sufficient to permit each student who has completed all of the requirements for applying for a cosmetology license.

5. Contractor shall provide instructional staff who holds valid vocational certification and/or proper state and/or federal licenses for the practice and teaching of cosmetology within the State of Michigan. Contractor shall provide to Agency proof of record checks for all of its staff in order to insure that the teaching staff has the necessary state certification. Contractor shall perform appropriate background checks on all of its staff members as provided by the State of Michigan. Such background checks shall include a police check as well as fingerprinting. No staff person with a felony record shall have any contact with the students enrolled pursuant to this contract.

6. Contractor shall be deemed an independent contractor for all purposes under the contract. Contractor shall not use the Agency's tax-exempt status for any reason or purpose.

7. Contractor shall provide a copy of the state required indemnity bond to the Agency.

8. Agency agrees to pay Contractor a total of Three Dollars and 75/100 (\$3.75) per clock hour per student for the total hours earned during a specified contract period. Said amounts shall be payable in quarterly installments on September 30, December 30, March 30, and June 30 each year. The first payment shall be based on the number of students that can be counted in attendance on the official count date in accordance with the rules governing pupil

accounting for the State of Michigan based on the actual student contact hours. Under the terms of the contract, students shall be limited to not more than 850 hours of instruction prior to the winter count day of any school year following the student's entrance into the program. Agency shall pay the \$15.00 per student registration to the State of Michigan for the students enrolled and in attendance on the fall count day in accordance with the rules governing pupil accounting for the State of Michigan.

9. Contractor shall issue to each student enrolled in the program the necessary student kit, textbooks, uniforms, and supplies as required by the State Board of Cosmetology. Individual kits shall be furnished for each student enrolled in beginning basic training or after 75 hours of instruction. Upon successful student completion of the program, these items shall become the property of the given student. In the event the student does not successfully complete the program, the student shall return the full student kit, textbooks, uniforms, and supplies to the Contractor, or, in the alternative, pay to the Contractor their reasonable replacement cost.

10. Contractor shall report to Agency any student problems or disciplinary issues which occur and arise from any activities under this contract. Notification shall be made in writing within 24 hours.

11. Contractor shall provide attendance reports in accordance with Agency policies and state attendance laws. Contractor shall also provide grades, progress reports, and curriculum information as required by Agency. Contractor and Agency agree that an adjustment to the student's contract for training may be made in accordance with the Contractor's inclement weather attendance policy. (Additional attachment to Addendum A) Contractor agrees to comply with Agency's policies and procedures regarding student conduct. Agency's policies and procedures are attached as Addendum A. Contractor may, with approval from the assistant superintendent of school performance, provide stricter guidelines for student conduct. Said guidelines are to be attached as part of Addendum A.

12. Contractor agrees to provide all students an understanding and extensive training in dealing with blood borne pathogens.

13. Students enrolled in the program shall be considered a student of the Agency for one full year from the student's commencement of the program. Any student enrolled in the program who graduates from high school prior to the completion of the training program, and is doing satisfactory work, will be considered enrolled in the program until the end of the one year from the original eligibility date of entry. It is further understood that a student may request a reduced schedule of training due to an emergency and/or extenuating circumstances, which may be granted by Agency at its sole discretion. If such waiver is granted, Agency may agree to an extended contract for the student at the hourly rate prescribed in paragraph 6 above for the balance of the 1,500 hours of training. If Agency denies the student's request for an extension of time to complete the training, Contractor agrees to extend to the student, at the student's expense, the opportunity to complete the necessary 1,500 hours of instruction at the Agency's aforesaid hourly rate. Contractor reserves the right to waive overtime charges for any or all career and technical education students under a gifted program at no expense to agency.

14. A student shall be allowed to transfer credit within the guidelines of state certification to another school should he or she move to another community or state.

15. In the event a vacancy occurs following the first two weeks of a training program, the Agency may fill the vacancy with another student. In the event that a vacancy occurs following the first two weeks of a training program, the parties may, upon mutual agreement, institute an alternate training program. If a student leaves the instructional program or does not complete the minimum 1,500 hours of instruction through no fault of the Contractor, Contractor has no obligation to complete the training of the student and Agency is not required to pay to Contractor the remaining unused hours of instruction for said student.

16. Agency shall appoint an advisory council as required by the state administration guidelines. Agency shall make the appointments to the council from representatives from the cosmetology industry, the Agency, and the Contractor.

17. Student progress shall be reviewed and re-evaluated on a periodic basis in accordance with the guidelines agreed upon between Contractor and Agency.

18. Agency and Contractor shall jointly review the administration and operation of the program and the terms of this agreement no less than twice each school year.

19. Agency and Contractor shall comply with the Child Labor Provisions of the Fair Labor Standard Act as stated in the Child Labor Bulletin No. 101.

20. The Office of Career and Technical Education, of the Michigan Department of Education may, in its sole judgment, recommend the termination of this contract. If Agency agrees to such recommendation, the contract shall be terminated at such time as specified by Agency. The final approval of the contract entered into by the Contractor and Agency rests with the Michigan Department of Education Office of Career and Technical Education.

21. Agency or Contractor may, in its sole discretion, and with or without cause, terminate this contract with 30 days' written notice. Agency may terminate this contract immediately upon written notice if there is a showing of just cause.

22. Agency shall bear no liability for costs that the Contractor incurred related to this contract after notice of termination. In the event of such termination, the account of the parties shall be balanced and the Agency shall not pay more than the hourly rate, prorated for the total hours of training received per student, for instruction given up to the termination. In the event of any pre-payment in excess of that amount, Contractor shall return such excess amount to Agency.

23. Contractor shall defend, indemnify, and hold harmless Agency and its agents, employees, heirs, representatives, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection or resulting from (i.) the negligent acts or omissions of Contractor or its agents, employees, or subcontractors in connection with the performance of this contract, and (ii.) the Contractor's failure to substantially perform or observe any covenant, agreement, or condition required under this agreement.

24. Contractor shall assume full and total liability for the operation of the program under this contract. Contractor shall, at its expense, maintain worker's compensation insurance with statutory limits covering its employees. Contractor shall maintain general liability insurance under this contract in an amount of not less than \$1,000,000.00 for each occurrence, \$2,000,000.00 general aggregate limited, \$2,000,000.00 product/completed operations aggregate, and \$1,000,000.00 umbrella. Said policy or policies shall name Agency as an additional insured.

Contractor's insurance shall be primary coverage and Agency's insurance shall be in excess of Contractor's insurance. Contractor's insurance company must be acceptable to Agency and Contractor shall furnish Agency with evidence of said insurance.

25. Should Contractor terminate this contract for any reason, other than due to default by Agency in meetings its requirements under this contract, Contractor shall provide, at its sole expense, alternate opportunities for students enrolled by Agency to complete the 1,500 hours needed to qualify for licensure by the State of Michigan.

26. Contractor shall comply with all federal laws prohibiting discrimination and with all requirements imposed by the United States Department of Education. It shall be the policy of Contractor that no person shall be discriminated against on the basis of race, color, religion, national origin or ancestry, age, sex, height, weight, or marital status, or otherwise be discriminated against, excluded from participation in, denied benefits of, or be otherwise subjected to discrimination under any federally funded program or activity for which contractor is responsible or for which it received federal financial assistance from the Department of Education. This policy of non-discrimination shall also apply to otherwise qualified handicapped individuals.

27. All contact with the Agency shall be through the Director of the Saginaw Career Complex, Saginaw Public Schools, 2102 Weiss Street, Saginaw, Michigan 48602, and all contact with Contractor shall be through James F. Goodrow, the authorized representative of Bayshire Beauty Academy, of 3132 Boardwalk, Saginaw, Michigan 48603, except as otherwise provided herein.

28. This contract constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings whether verbal or in writing are hereby merged into this contract. No amendment or modification to this contract shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year above written.

**BAYSHIRE BEAUTY ACADEMY**

**SCHOOL DISTRICT OF THE CITY OF  
SAGINAW**

By: \_\_\_\_\_  
James Goodrow  
Its: Representative

By: \_\_\_\_\_  
Its: Secretary, Board of Education

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Superintendent of Schools

## ADDENDUM 'A'

### INCLEMENT WEATHER ATTENDANCE INFORMATION:

02/25/97

Bayshire Beauty Academy recognizes with the implementation of this policy that students may encounter difficulties in getting to and from the school location when inclement weather is present in any or all of the places students travel from to get to the school location.

All students have an allowance of clock hours built into their contracts that is expected to be used for any absence needs during their enrollment. Bayshire expects that bad weather driving conditions are to be part of how that absence allowance is to be used. However, Bayshire recognizes that when students have fully used up their absence allowance and are into overtime hours, an unreasonable hazard may exist which may force some students onto roads that are not reasonably safe in order to minimize overtime expenses later. This policy is meant to provide relief from overtime charges in circumstances described below so as to allow freedom from undue pressure students may find themselves in to get to school.

OPTION A: When the Saginaw County School District/s or your local school district is closed, you (student) have the option to not attend at no overtime charge for those hours either for a partial or full school day.

OPTION B: In absence of a school district closing, a waiver will be granted for easily verifiable weather conditions either at Bayshire's location or your residence, also for either a partial or full day. (radio, TV, newspaper report, national weather radio announcement NOAA, phone call to independent site at location of weather).

OPTION C In absence of a school district closing, a waiver will be granted for reasonable circumstances at the discretion of the timekeeper or manager.

If you are a high school vocational student, you must excuse your absence that same day by contacting the school, but, a parent or adult family member will be the person who will call the timekeeper to request the waiver for overtime charges (the call does not have to be that same day).

Other students must excuse their absence that same day by contacting the school as our regular call-in procedure requires.

Make sure you start the waiver process by asking the timekeeper for the waiver (does not have to be the same day). Then follow up to verify the waiver was given as the timekeeper will not be monitoring daily attendance, the excuse book for absence information, or weather conditions on a regular basis. You start the waiver process by making your request directly to the timekeeper (or your parent does if a high school senior). If you do not make the request and follow up on it, credit is not automatic.

Students and/or parents must understand that Bayshire cannot be held responsible for transportation circumstances students could find themselves presented with. Good judgment must rest with the student and/or parent as to whether the student should be attempting travel. We feel this policy will give the student and/or parent another tool to use to make that good decision as to whether to come to the school location or not.

Bayshire reserves the right to modify or cancel this policy for any reason at any time without notice or consideration for accumulated waiver credit prior to modification and/or cancellation of policy.