

AGREEMENT FOR CAREER AND TECHNICAL EDUCATION

Between

SCHOOL DISTRICT OF THE CITY OF SAGINAW

and

PLUMBERS & STEAMFITTERS LOCAL #85

2025-2026 SCHOOL YEAR

WHEREAS, the School District of the City of Saginaw (Agency) is desirous of partnering with Plumbers & Steamfitters Local #85 (Trainer) in providing welding training to enrolled students, and whereas, have mutually entered this agreement, and the provisions of this document shall constitute a legal contract between the parties as stated above with responsibilities and duties as set forth.

Program Title & CIP Code:	Welding Technology 48.0508
Class Times:	One morning (AM) Session, 7:15 AM to 10:05 AM One afternoon (PM) Session, 11:47 AM to 2:37 PM Monday-Friday
Number of Students:	Minimum Student Enrollment, 12 and a Maximum Student Enrollment, 32 per session (2 instructors)
Training Schedule:	Scheduled days of instruction are to be in accordance with Agency's instructional calendar. This calendar is to be provided to the Trainer before the beginning of the school year.
Total Instructional Cost Per Year (including all tool, supply, and material cost):	2 Sessions of at least 12 students and a maximum total enrollment of 64 students @ \$2,300/student per semester Enrollment will be based upon the official student membership count each semester.
Payment for services will be made accordingly:	Payment 1 will be made on or before December 20th. Payment 2 will be made on or before March 20th.

Both parties agree to the following provisions:

1. This agreement for career and technical training will be for one year only and will be renewed only by mutual agreement of both parties.
2. Agency or Trainer 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.
3. The training plan as determined and formalized by both parties shall take place at the business site normally operated by the Trainer.
4. The training program shall be designed solely for the benefit of the trainee(s) and trainees shall not be reimbursed for the training time nor shall the trainees be guaranteed employment.
5. The training period shall be in accordance with the Agency's calendar.
6. The trainee(s) shall not be responsible or charged for any normal costs arising from this agreement.
7. The trainee(s) will not displace regular employees, but will train under employee's close supervision and observation. Trainee(s) performance under this agreement is for educational purposes only. Pursuant to such, trainees are not to work independently or in the capacity of a regular employee.
8. Payment to the Trainer for training shall be in accordance with the schedule set forth in this agreement. In the event the training program is interrupted or cancelled, the Trainer shall be reimbursed on a pro-rated basis for the training actually given.

9. Both parties agree to comply with all Federal laws prohibiting discrimination and with all requirements imposed by the Department of Education and the Fair Labor Standards Act.

10. Both parties agree that Plumbers & Steamfitters Local #85 must first approve any outside visitor to the Plumbers & Steamfitters Local #85 site, for the purpose of recruiting students.

11. Plumbers & Steamfitters Local #85 shall provide a copy of the State required indemnity bond to Saginaw Public Schools.

12. Plumbers & Steamfitters Local #85 shall be deemed an independent contractor for all purposes under this contract. Trainer shall not use the Agency's tax-exempt status for any reason or purpose.

13. Plumbers & Steamfitters Local #85 will provide a minimum of 549 hours of training per school year for each student in the program.

14. Because the training site is a private place of business, both parties agree that special arrangements/conditions may be required of trainees not expected of them in other Saginaw Public Schools' Career Preparation Programs.

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

The Trainer agrees to the following:

1. Designate one representative from their place of business to be totally responsible for management and scheduling of the training program. This person may not be directly involved in the instruction given to students, but will be responsible for the day-to-day operation of the training program.

2. Designate two individuals to be responsible for student management and instruction. These individuals shall be certified to teach approved Career and Technical Education under annual authorization from the Michigan Department of Education – Teacher Certification Division.

3. Formally evaluate the trainee(s) every nine weeks and meet with the Agency's designated coordinator during the school year when necessary.

4. Provide an orientation for the trainee(s) to insure that all shop/business/safety applications and procedures have been explained and understood.

5. Provide a safe and healthy training environment, following procedures, practices, and behaviors conducive to the teaching of high school students.

6. Agree not to receive special consideration for the forgiveness of their taxable obligations by procuring agreements with tax-exempt school districts.

7. Trainers 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 omission of Trainer or its agents, employees, or subcontractors in connection with the performance of the contract, and ii) the Trainer's failure to substantially perform or observe any covenant, agreement, or condition required under this agreement.

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

9. The Trainers shall be responsible for taking daily attendance of each student trainee in accordance with the Agency's policies and state requirements for reporting student attendance and submit the attendance information to the school district on a weekly basis to the Agency's designated representative. Trainer shall provide grades, progress reports, and other related information as required by the Agency.

Agency agrees to the following:

1. With the information provided by the Trainers, issue whatever periodic reports required by local school districts and Michigan Department of Education.
2. Provide a basic liability policy for the trainee.
3. Designate a representative to meet with the Trainer's designees at least four (4) times during the current school year, more times if needed, to review the program, progress of the trainee(s), and any other issues that may arise.
4. Be solely responsible for enrollment and dismissal of students into and out of the program.
5. Agency shall defend, indemnify and hold harmless Trainer and its board members, union members, 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 omission of Agency or its agents, employees, or subcontractors in connection with the performance of this contract, and ii) the Agency's failure to substantially perform or observe any covenant, agreement, or condition required under this agreement.
6. Initiate the billing process to the Trainers as set forth in this agreement.

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.

School District of the City of Saginaw

Plumbers & Steamfitters Local #85

Its:

Its:

Date

Date