

## AGREEMENT

THIS AGREEMENT made and entered into, effective July 1, 2024 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **OLIVER's MARKET, MONTECITO CENTER** hereinafter referred to as "Contractor;,"

### WITNESSETH

WHEREAS, SRCS is a public educational agency with primary jurisdiction to provide educational services to students with disabilities who are 22 years of age and younger and who reside in Santa Rosa City Schools district boundaries: and

WHEREAS, SRCS is especially able to provide job training programs for these students; and

WHEREAS, SRCS wishes to use Contractor's facilities to provide vocational training for the students; and

WHEREAS, Contractor has facilities to provide the training and, as a community service, wishes to allow SRCS to use its facilities for the vocational training of students;

NOW, THEREFORE, IT IS AGREED as follows:

1. USE: Contractor hereby authorizes SRCS to use its facilities for the purpose of providing vocational training (hereinafter "the Program") for SRCS students. SRCS shall use the facilities only at the times and places approved by Contractor and such use shall not interfere with the Contractor's usual and regular business activities.
2. PROGRAM: The students participating in the training program shall at all times be under the primary supervision, jurisdiction and control of SRCS and it shall be SRCS responsibility for assuring that the students follow all of the Contractor's rules and regulations.
3. SRCS RESPONSIBILITIES: SRCS shall designate those students who participate in the Program, as mutually agreed upon with Contractor and subject to Contractor's right, after consulting with SRCS representative, to deny access to its premises to any student who does not reasonably meet Contractor's standards for safety, health, or good behavior, or who is otherwise disruptive of Contractor's activities or operations. SRCS shall also be responsible for the following:
  - (a) Providing and arranging for all necessary transportation for students performing duties at the Contractor's facility, as well as faculty and other necessary persons.
  - (b) Providing and arranging all necessary instruction and instructional materials in cooperation with Contractor.
  - (c) Having one staff member present at Contractor's facility available to Contractor to instruct and supervise the students in a manner determined by a cooperative meeting.
  - (d) Assuring that all students are in good health and have received all immunizations as required by law.

- (e) Assuming responsibility for keeping records of student work hours and providing Contractor with information concerning the work hours upon request.
- (f) Arranging payment of student training wages.
- (g) SRCS shall have the privilege of scheduling meetings with Contractor's staff for the purpose of interpreting, discussing and evaluating the educational program.
- (h) Students shall have the status of learners and shall not replace Contractor's staff.
- (i) Assuming all costs associated with the instructional program.
- (j) Inspecting Contractor's facilities for purposes of designating that equipment that SRCS's students may be permitted to use.

4. CONTRACTOR'S RESPONSIBILITIES: Contractor shall provide facilities for the Program and, in its sole discretion, allow its employees to participate in the Program at SRCS request. Contractor shall not be required to alter its facilities to accommodate the Program. Contractor shall further provide to each student who participates in the Program under this Agreement, experience in vocational education and will permit students and SRCS employees free access to appropriate facilities for such periods of time and such experience as shall be mutually agreeable.

5. INDEMNITY: HOLD HARMLESS: SRCS shall hold harmless, defend and indemnify Contractor from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of SRCS's activities under this Agreement.

Contractor shall hold harmless, defend and indemnify SRCS from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Contractor's activities under this Agreement.

Subject to advice of counsel to the contrary or prohibitions contained in either party's liability insurance policy(ies) covering such a claim or potential liability, SRCS and Contractor agree to cooperate (and coordinate if both parties are named or expect to be named as a defendant) in the defense of any claim to advise the other party of any time that one party receives or becomes aware of any actual or potential claim or suit with respect to which it believes the other party may be potentially made a defendant or otherwise incur liability.

6. INSURANCE: SRCS agrees, during the term of this agreement, to maintain all necessary insurance for its officers, agents, employees and students, including but not limited to workers' compensation, disability, and unemployment insurance, and to provide Contractor with certification upon request. In this regard, it is agreed that SRCS and Contractor are responsible only for the actions of their respective officers, agents, employees and students and that SRCS officers, agents, employees and students shall have no status or rights with regard to Contractor.

7. LIABILITY INSURANCE: SRCS shall be responsible for providing and maintaining liability insurance to cover any and all of its activities under this Agreement.

8. PAYMENT: All payments shall be made in accordance with the payment agreement as follows:

Contractor agrees to pay minimum wage per hour per student, total not to exceed

\$46,642.50 for the term of this agreement. In such circumstances, SRCS will bill the Contractor for an amount that includes the student wages.

SRCS will be responsible for payment of wages to individual students.

A maximum of six SRCS students will work a maximum of five hours a day, maximum of five days a week during the 2024-2025 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on July 1, 2024 and ending on June 30, 2025. This Agreement may be renewed upon the mutual consent of both parties in writing.

10. TERMINATION: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party setting forth the date of termination.

11. AMENDMENT: This Agreement may be modified, amended or terminated at any time by mutual agreement of the parties hereto.

12. NON-DISCRIMINATION: Both parties to this Agreement agree that they shall not discriminate in the selection or acceptance of any student to receive vocational training pursuant to this Agreement because of race, color, religion, handicapping condition, ancestry, sex or national origin. In the event of either party's non-compliance with this Paragraph, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

13. NOTICE: All notices required to be given under this Agreement shall be written and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

**PROGRAM:**

Santa Rosa City Schools  
Special Services  
211 Ridgway Avenue  
Santa Rosa, CA 95401  
Attn: Lorrie Clarke,  
Program Manager 18-22 Transition Program

**CONTRACTOR:**

Oliver's Market  
560 Montecito Center  
Santa Rosa, CA 95409  
Attn: Scott Gross, General Manager

Billings go to:  
Oliver's Market Corporate Office  
1721 Ditty Ave  
Santa Rosa, CA 95403  
Attn: Jill Olsen, CFO

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day and year first above written.

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Oliver's Market

By: \_\_\_\_\_,  
Associate Superintendent

By: \_\_\_\_\_  
Scott Gross, General Manager