

Agreement for Services

This Agreement (“Agreement” or “AFS”) is hereby entered by and between Azusa Unified School District (hereinafter referred to as “LEA”) and Pretzel Workforce Development, Inc. (hereinafter referred to as “Pretzel” and collectively as the “Parties”) for the purposes stated in this Agreement, effective as of June 1st, 2021.

Whereas Pretzel is a workforce development company that provides a platform for Local Educational Agencies to deliver access to Return to Work training and benefits for eligible Injured Workers. As such, Pretzel will serve as a Sub-Contractor to LEA.

Whereas LEA will serve as the education agency of record for the provision of Return to Work training and benefits serving Injured Workers who are most commonly members of vulnerable populations.

1. Term

The Effective Term of this agreement will run from June 1, 2021 to July 31, 2022

2. Scope of Services

Under this agreement LEA and Pretzel will collaborate to provide Return to Work training and supportive services to eligible students. Training programs and fees will be as follows:

Program Name	Contact Hours	Maximum Total Fees
Small Business Applications	48	\$6,000.00
Residential Electrical Boot Camp	72	\$6,000.00
Fundamentals of Auto Repair	48	\$6,000.00

a. Pretzel will:

- i. Screen individuals ensuring eligibility
- ii. Maintain a fully functional Learning Management System to track student Grades and participation
- iii. provide training curriculum, instructors, training locations, and all required learning materials and equipment
- iv. Ensure instruction is provided by qualified instructors who are subject matter experts
- v. Maintain an electronic student tracking system including weekly participation and grade records.
- vi. In the event of an overpayment or refund request, process all applicable refunds directly to funding sources within 45 days of notice
- vii. Create and submit invoices to funding sources and maintain all requests for payments
- viii. Prepare all ETPL applications and exhibits for submittal
- ix. Provide LEA supporting documents and a request to issue a Certificate of Achievement

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- x. Provide supportive services and case management to students to maximize their benefits
- b. LEA will:
- i. Serve as the Fiscal Agent for this agreement
 - ii. Reserve the right to refuse enrollment to any individual at its discretion
 - iii. Log and deposit Payments for student fees as received
 - iv. Serve as the educational institution of record for the enrollment of students and verify their enrollment
 - v. Issue a certificate of achievement to students within 30 days of receipt of supporting documentation from Pretzel
 - vi. Apply for and Maintain above program listing on the Eligible Training Provider List (ETPL) and South Bay Workforce Development Board I-Train
 - vii. Pay all invoices to Pretzel within 60 days of receipt of payment from funding source
3. Fees
- LEA will receive payments from funding sources on a per student basis, as students enroll. Upon receipt of payment from funding source LEA shall retain a \$450 fee per student and use the remainder of funds to reimburse Pretzel for its services as invoiced.
4. Termination
- Either party may terminate its participation in this AFS without cause by providing 90-day written notice.
5. Notice
- Any notice given under this Agreement shall be sufficient if it is in writing and if sent by email or mail.
6. Indemnification
- a. LEA shall indemnify Pretzel with General Liability and Workers Compensation Insurance providers from the actions of its officers, participants and staff.
 - b. Pretzel shall indemnify and hold harmless LEA and each of its respective officers, directors,, agents and employees (each an indemnity) from and against any and all claim losses, damages, liability, cost, expenses (including reasonable attorney's fees), judgments or obligations whatsoever, for or in connection to Pretzel's performance under this agreement, whether resulting from the negligent act, failure to act, or willful misconduct of Pretzel, its officers, director, employees or agents under this agreement. As such, Pretzel shall maintain insurance coverage as follows:
 - i. Commercial General Liability of \$1 Million per occurrence and \$2 Million General Aggregate.
 - ii. Workers Compensation and Employers Liability of \$1 Million minimum
 - iii. Errors & Omissions of \$1 Million Aggregate

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7. Assignment

No Party shall assign any of its rights or obligations hereunder without the prior written consent of the other Party.

8. Severability

If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

9. Governing Law

This AFS shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws or principles.

10. Authority

The individuals signing below have the authority to commit the party they represent to the terms of this AFS and its attachments and do so commit by signing. This agreement is not in effect until it is signed by representatives of both parties

This agreement is hereby accepted and agreed to as written:

Azusa Unified School District

546 S Citrus Avenue,
Azusa, CA 91702


Tel: 626.967.6211 Fax 626.858.6123

Pretzel Workforce Development, Inc

9961 E. Valley Blvd. Suite D
El Monte, CA 91731

Tel: 626.412.0520 Fax: 626.412.0536

By: _____
Name: Dayna Mitchell, Ed. D.
Title: Assistant Superintendent,
Educational Services
Date: _____

By: 
Name: Pablo Artaza
Title: Executive Director
Date: 5/7/2021