This Agreement ("Agreement") is hereby entered by and between Tri Cities Regional Occupational Program (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, 2025.

Whereas Pretzel is a workforce development company that provides a platform for Local Educational Agencies to deliver access to training, supportive services, and additional benefits for eligible Individuals from target populations. As such, Pretzel will serve as a Sub-Contractor to LEA.

Whereas LEA will serve in its role as a California Public School as the education agency for the provision of training, supportive services, and benefits serving individuals who encompass the target population as prescribed by available funding. Funding sources may include Supplemental Job Displacement Benefits, the Workforce Innovation and Opportunity Act, US Department of Labor Employment Training Administration grants and other like awards.

1. Term
   The Effective Term of this agreement will run from June 1, 2025 to May 31, 2027.

2. Scope of Services
   Under this agreement LEA and Pretzel will collaborate to provide 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
Auto Repair Boot Camp	72	$6,000.00
Cake and Pastry Decoration Boot Camp	72	$6,000.00

   a. Pretzel will:
      i. Screen Individuals ensuring eligibility
      ii. Maintain a fully functional LMS to track student grades and participation
      iii. Provide instructors, and all required learning materials and equipment
      iv. Provide access to and ensure usage of adequate and appropriate training curriculum
      v. Ensure instruction is provided by qualified instructors who are subject matter experts
      vi. Maintain an electronic student tracking system including weekly participation and grade records.

vii. In the event of an overpayment or refund request, process all applicable refunds directly to funding sources within 45 days of notice
viii. Create and submit invoices to funding sources and maintain all requests for payments
Ix. Respond as appropriate to all correspondence and requests for records
x. Prepare all ETPL applications and exhibits for submittal as required
xi. Provide LEA supporting documents and a request to issue a certificate of achievement
xii. Provide supportive services and case management to students to maximize their available 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 for the enrollment of students and verify their enrollment in its capacity as a California Public School
   v. Issue a certificate of achievement to students within 30 days of receipt of request and supporting documentation
   vi. Apply for and maintain program listing on the Eligible Training Provider List (ETPL) and I-Train if required
   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 a funding source LEA shall retain a $500 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 Agreement 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

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 Agreement 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 Agreement 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:

Tri Cities Regional Occupational Program
10800 Benavon St. Suite E,
Whittier, CA 90606
Tel: 562.698.9571 Fax 562.945.0687

By:
Name: Dr. John Smith
Title: Superintendent
Date: 5/19/25

Pretzel Workforce Development, Inc
9961 E. Valley Blvd. Suite D
El Monte, CA 91731
Tel: 323.844.0230 Fax: 323.628.8004

By:
Name: Margarita Artaza
Title: Executive Director
Date: 5/19/25