

ETP Agreement
ET10-0612

Chabot-Las Positas Community College District
Clean Energy Workforce Training Program (CEWTP)

This ETP Funding Agreement (Agreement) is entered into between the Employment Training Panel (ETP or Panel) and Chabot-Las Positas Community College District (Contractor).

This Agreement is for the reimbursement of training costs by the Panel pursuant to its authority at Unemployment Insurance Code Section 10214.6. The term is from April 5, 2010 to December 31, 2011. Reimbursement shall be funded under the American Recovery and Reinvestment Act (ARRA) in a total amount not to exceed \$149,532 (Approved Amount). This Agreement bears Catalog of Federal Domestic Assistance (CFDA) Number 17-258.

This Agreement consists of five Sections and four Exhibits, as shown below:

- Section 1. Recitals
 - Section 2. Representations
 - Section 3. Performance Standards
 - Section 4. Payment Details
 - Section 5. General Provisions
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- Exhibit A: Chart 1
 - Exhibit B: Menu Curriculum
 - Exhibit C: Third-Party Agreements (Subcontracts)
 - Exhibit D: Definitions

Exhibits A through D are hereby incorporated-by-reference as part of this Agreement, as if fully set forth herein.

1. Recitals

The parties are entering this Agreement to provide upgrade training for green/clean technology skills under the Clean Energy Workforce Training Program (CEWTP). This program is administered by ETP in partnership with the California Energy Commission. The cost of training will be reimbursed to participating employers with core green/clean business operations to foster the development and expansion of the green/clean technology industry sector in California, in keeping with the program goals of ARRA.

In entering this Agreement, the parties recognize the value of training, particularly the need for California employers to remain competitive in a global business environment. The parties agree that good and valuable consideration exists for this Agreement.

2. Representations

- 2.1 Legislative Appropriation: Contractor understands that payment under this Agreement is valid and enforceable only if sufficient federal funds are appropriated and authorized for use by ETP, in the State Budget Act or otherwise, for the relevant Fiscal Year. Payment under this Agreement is subject to any additional restrictions, limitations or conditions imposed by the Legislature, in the Budget Act or otherwise. If sufficient federal funds are not appropriated or otherwise made available for disbursement as needed for this Agreement, during the course of its term, the Panel's liability for payment shall be limited and payment shall be made only for actual hours of training delivered as of the date Contractor receives a Notice of Unavailable Funds from ETP.
- 2.2 Prohibited Use: Contractor represents that it will not use ARRA funds for any casino or gambling establishment, aquarium, zoo, golf course, or swimming pool.
- 2.3 Confidentiality: The Panel represents that the trainee Social Security Number (SSN) will be used to access trainee employment and wage history in the Unemployment Insurance data base maintained by the Employment Development Department (EDD). The Panel represents that trainee demographic information will be used to compile statistical data, in the aggregate. The Panel represents that SSN and demographic information may also be used to meet federal reporting requirements, directly or through EDD. The Panel represents that SSN and demographic information will be maintained in confidence using administrative, technical and physical safeguards. Contractor understands that it is solely responsible for obtaining this confidential information, along with any written release it deems necessary. ETP represents that there is no statutory or regulatory requirement for a written release.
- 2.4 Compensation During Retraining: Contractor is aware of, and will ensure that its participating employer(s) is/are aware of, the standards for compensating incumbent employees during "mandatory" training in accordance with state and federal work orders. Contractor represents that all trainees will be paid their usual wages during the hours of ETP-funded training unless attendance is "voluntary" within the meaning of state and federal work orders.
- 2.5 Charges to Trainees: Contractor understands that neither it, nor any participating employer(s), can charge tuition, fees or costs of any kind to trainees for training funded under this Agreement without prior written approval by the Executive Director of ETP.
- 2.6 Nondiscrimination: Contractor represents that it is an "equal opportunity" employer and will remain compliant with all state and federal laws pertaining to fair employment practices. Contractor also understands that its employees are protected by state and federal law from discharge, demotion or other form of discrimination for disclosures they make based on a reasonable belief that there is evidence of: (1) gross mismanagement or waste of federal funds; (2) a substantial and specific danger to public health or safety related to the use of federal funds; (3) an abuse of authority related to funding under this Agreement; or (4) a violation of state or federal law or policy related to funding under this Agreement. Contractor will ensure that its participating employer(s) comply with these same nondiscrimination standards.
- 2.7 False Claims Act: Contractor represents that it will promptly notify ETP if it receives any credible evidence that a principal, employee, agent, subcontractor or other person

has submitted a false claim; or has committed a violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar financial misconduct in connection with funding under this Agreement.

- 2.8 Whistleblower Protection: Contractor understands that its employees are protected by state and federal law from discharge, demotion or other form of discrimination for disclosures they make based on a reasonable belief that there is evidence of: (1) gross mismanagement or waste of federal funds; (2) a substantial and specific danger to public health or safety related to the use of federal funds; (3) an abuse of authority related to funding under this Agreement; or (4) a violation of state or federal law or policy related to funding under this Agreement. Contractor agrees to post notice of the protections for "whistle blowing" under ARRA Section 1553. Contractor will ensure that its participating employer(s) abide by these same protections and comply with these same standards.
- 2.9 Anti-Lobbying: Contractor represents that it will not use ARRA funds, directly or indirectly, to influence any matters pending before Congress other than to communicate to members of Congress pursuant to 18 U.S.C. 1913.
- 2.10 Intellectual Property: Contractor understands that the California Energy Commission or the federal Department of Energy may copyright any original work that was developed, or for which ownership was purchased, with ARRA funds.
- 2.11 Industry Sector: Contractor represents that trainees will, when possible, receive training in clean/green skills that is designed to result in industry-certification. Contractor represents that training in Continuous Improvement or Computer Skills will be ancillary to clean/green skills training. (See Menu Curriculum, Exhibit B.)
- 2.12 Trainer Credentials: Contractor represents that training will only be delivered by instructors who are competent in the subject matter. Contractor represents that: a) instructors will satisfy certification and licensing requirements as may be applicable; b) any trainee who is also a trainer will complete all class/lab hours required for proficiency in each topic of training prior to delivery of training on that topic.
- 2.13 Responsibility: Contractor understands that it is directly responsible for the administration and delivery of all training funded under this Agreement.
- 2.14 Misrepresentation: Contractor understands that any misrepresentation of material fact made by it or its agent, or made by any participating employer(s), to the Panel or ETP staff, whether set forth herein or otherwise, constitutes grounds for immediate termination of this Agreement.

3. Performance Standards

3.1 Payment Earned: Contractor shall not be entitled to retain the Progress Payments or Final Payment for any trainee unless it demonstrates compliance with the requirements set forth in this Agreement. Contractor must demonstrate compliance using ETP procedures, to the sole satisfaction of ETP.

3.2 Hours of Training: Reimbursable hours of training will vary depending on the method of delivery, as shown below:

3.2.1 Class/Lab/Videoconference. Reimbursement is for actual hours of attendance, within the range of hours for each Job Number shown in Exhibit A, Chart 1. Each trainee must attend training for the minimum number of hours for payment to be earned, and payment cannot be earned for attendance beyond the maximum number of hours.

3.2.2 Cap on Hours. Reimbursement is capped at 200 total training hours per trainee. The Computer-Based Training (CBT) method of delivery is capped at 50% of total training hours per-trainee.

3.2.3 Green/Clean Training. The focus of total training hours delivered per trainee must be in green/clean skills. Training in continuous Improvement and Computer Skills must be ancillary to green/clean skills as identified in the Menu Curriculum, Exhibit B.

3.3 Retention: All trainees must be employed by an eligible participating employer on a full-time basis, with wages reported in California, for the applicable hours and time period of retention. The retention period cannot begin until the end of all training per-trainee, and must be completed within the term of this Agreement.

Job Number: 1 Job Description: CEWTP Retraining/SB<100
Job Number: 2 Job Description: CEWTP Retraining

Retention is at least 90 consecutive days full-time with one employer. Full-time employment means 35 hours per week. Retention can also be at least 200 hours within 365 days with multiple employers.

3.4 Post-Retention Wage: All trainees must earn at least the Post-Retention Wage identified below. Health benefits (employer share-of-cost for medical, dental and vision care) may be included in wages.

Job Number: 1 Job Description: CEWTP Retraining/SB<100
Job Number: 2 Job Description: CEWTP Retraining

Trainees must earn at least \$15.00 per hour in Alameda County.

3.5 Enrollment: Eligibility for enrollment must be established prior to the start-of-training. To establish eligibility, Contractor must provide ETP with each trainee's Social Security Number, and such other information per-trainee as may be necessary for federal reporting and enrollment requirements. Eligibility must be established, and enrollment must be reported, in the form and manner prescribed by ETP.

- 3.6 Multiple Enrollment: A trainee cannot be enrolled in the same Job Number more than once within the same project. A trainee can be enrolled in another Job Number, but only after having completed the minimum number of hours designated for the Job Number in which originally enrolled, and having satisfied the retention and minimum wage requirements applicable to the original Job Number. Thus, enrollment in another Job Number can only follow Final Payment under the original Job Number.

Upon enrollment in another Job Number, a trainee must again satisfy the retention and minimum wage requirements, as applicable. The retention requirement cannot be satisfied simultaneously for more than one Job Number.

- 3.7 Training Ratio: The trainer-to-trainee ratio must not exceed 1:20 for Classroom/Laboratory.
- 3.8 Occupations: Training shall be funded only for the occupations with green/clean job duties as identified in Exhibit A, Chart 1. Placement of New Hire trainees must be in jobs with primarily green/clean duties.

4. Payment Details

- 4.1. Reimbursement Rate: Contractor will be reimbursed at an hourly rate per trainee, based on the delivery method and type of training. (See definition of Reimbursement Rate, Exhibit D.)

In Job Number 1 the hourly rate is \$26 per-trainee for Classroom/Laboratory Training and \$8 per-trainee for Computer-Based Training in accordance with the types of training identified in Exhibit B, Menu Curriculum.

In Job Number 2 the hourly rate is \$18 per-trainee for Classroom/Laboratory Training and \$8 per-trainee for Computer-Based Training in accordance with the types of training identified in Exhibit B, Menu Curriculum.

- 4.2. Segregated Accounting: Contractor agrees that all funds received under this Agreement will be maintained in a separate financial and accounting system as necessary to segregate, track and maintain those funds apart and separate from other revenue streams. Contractor will ensure that said funds will be maintained in this same manner by all participating employer(s).
- 4.3. Curriculum: ETP reimbursement is limited to the types of training identified in Exhibit B, Menu Curriculum. Training in Continuous Improvement and Computer Skills must be ancillary to green/clean skills. (See also Section 3.2.)
- 4.4. Payments: A trainee must be enrolled and must have completed at least 8 hours of training before any payments will be made. Payments may be made in three stages on a per-trainee basis, by Job Number.
- 4.4.1. The first Progress Payment (P1) will be approximately 25% of the Average-Cost-per Trainee, payable upon enrollment and after the first eight hours of training.
- 4.4.2. The second Progress Payment (P2) will be paid upon completion of all training hours. Progress Payment (P1) and (P2) combined cannot exceed 75% of the Actual Cost per trainee within the range of training hours specified in Chart 1 for each Job Number. Trainees invoiced for P2 will be deemed to have entered into the retention period applicable to the Job Number in which originally enrolled.
- 4.4.3. The Final Payment (F) is payable at the end of retention, based on hours of training actually completed with reference to the minimum and maximum hours.
- 4.5. Wage Reporting: Contractor must report the actual hourly wage paid for each trainee at the completion of retention. This information is used by ETP to verify full-time employment.
- 4.6. Administrative Costs: The hourly reimbursement rate includes an allowance for training administration. The administrative costs funded by ETP shall not exceed 13% of payment earned for Retraining or 20% of payment earned for New-Hire Training.

- 4.7 Invoicing: Contractor must submit timely and accurate invoices for the Progress Payments and Final Payment, using the form and manner prescribed by ETP. The Fiscal Closeout invoicing should be submitted to ETP no later than 30 days after this Agreement has terminated.
- 4.8 Fiscal Closeout: Payments will be made by invoice on a per-trainee basis. The total payments must be reconciled for all trainees taken as a whole at the time of Fiscal Closeout.
- 4.9 Suspend Payment: ETP may, at its sole discretion, suspend or withhold any payment if it appears Contractor has or will fail to perform its obligations under this Agreement. ETP shall give Contractor written Notice of the suspension/withhold and provide a reasonable opportunity for cure. This right to suspend or withhold payment is in addition to, and may be exercised concurrent with, termination.
- 4.10 Overpayment: The Progress Payments and Final Payment will not be earned until all performance standards and any other conditions of reimbursement have been satisfied. Contractor must promptly repay ETP for any overpayment identified at Final Closeout, or in a subsequent Audit. Repayment must include statutory interest computed from the first day of the month following the overpayment.
- 4.11 Unearned Payment: All unearned payments shall be returned to ETP with statutory interest computed from the first day of the month following the date the funds are received. If Contractor petitions for bankruptcy, ETP shall be listed and scheduled as a creditor.

5. General Provisions

- 5.1 Party Intent: In construing intent, the parties agree to abide by the definitions set forth in Exhibit D of this Agreement. Otherwise, words and phrases shall be given their common English meaning. Section headings are for convenience only, and not to be used to determine any of the rights or obligations of the parties.

In the event of a material discrepancy between the text of this Agreement and Exhibit A, Chart 1, the latter shall prevail, but for wages in which case Post-Retention Minimum Wage in Section 3 shall prevail. All such discrepancies are subject to correction by Modification or, depending on party preference, by Amendment.

- 5.2 Federal Requirements: The parties acknowledge that provisions included in this Agreement are subject to change, in regard to accounting or reporting the use of funds received under the American Recovery and Reinvestment Act (ARRA). The parties agree to amend this Agreement as necessary to comply with any such changes in federal or state statute, regulation or policy.
- 5.3 Subcontract Terms: Contractor may subcontract with a participating employer(s); or with a vendor(s) for training or administrative services in connection with this Agreement.
- 5.3.1 For purposes of federal contracting, recordkeeping and reporting requirements under this Agreement, Contractor is a "sub-recipient" and third-party Consultants and Training Vendors are "vendors" as defined in Exhibit D.
- 5.3.2 Contractor must memorialize party intent in a written subcontract with each third-party Consultant and Training Vendor to ensure that federal contracting, recordkeeping and reporting requirements are met.
- 5.3.3 All written subcontracts must be filed with ETP prior to their respective effective dates and must incorporate the pertinent provisions set forth in Exhibit C.
- 5.3.4 ETP reserves the right to monitor the delivery of training services. Contractor shall use best efforts to correct performance problems identified by ETP as a result of monitoring.
- 5.4 Subcontractor Identification: Contractor must identify all consultants and training vendors as they become known, prior to and during the term of this Agreement, in the form and manner prescribed by ETP. This requirement applies to training vendors regardless of whether there is a written subcontract. Contractor must provide at least the following information: business name and address; DUNS number (if any); contact person name, title, address, phone and email; description of services to be provided, and fees or rate payable.
- 5.5 ETP Name: Any material used to promote this training project, and any other writing that uses the ETP name or logo (or that of the California Energy Commission) must be approved in advance by ETP. Any reference to federal funding promotional material must also be approved in advance by ETP. Contractor will ensure that participating employer(s) abide by these same requirements.

- 5.6 Records Examination and Audit: ETP has the right, during normal business hours, to examine any and all records, papers and documents related to the delivery of services under this Agreement to the extent it deems necessary. This right begins upon the effective date of this Agreement, and extends to 4 years from termination of this Agreement or 3 years from Fiscal Closeout, whichever is later. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards and may utilize statistical sampling with extrapolation of an error rate. This right extends to examination or audit by the United States Comptroller General or United States Inspector General or their representative(s) and by the State of California Office of Inspector General. These state and federal rights extend to examination or audit of records, papers, and documents maintained by a participating employer(s).
- 5.7 On-line Tracking: Contractor must use the ETP Online Class/Lab Tracking System to upload/enter attendance data. Contractor must upload/enter this data within 90 days of the date of training delivery.
- 5.8 Central Contractor Registration: Contractor must immediately register this Agreement using the federal Central Contractor Registration (CCR) at www.ccr.gov. To register, Contractor must first obtain a Dun & Bradstreet Universal Numbering System (DUNS) number, available at www.dnb.com/us/. Contractor must ensure that all participating employer(s) that receive federal funds also register at CCR using DUNS numbers. (See Exhibit C.)
- 5.9 Rosters: Contractor must maintain the originals of all training attendance Rosters for a period of not less than 4 years from termination of this Agreement or 3 years from Fiscal Closeout or appeal resolution, whichever is later. All Rosters must be available at the Contractor's central facility in California. Contractor must maintain original classroom Rosters in hard-copy signed by each trainee and instructor for all Classroom/Laboratory training. The only exception is for Contractors using a Learning Management System in which case the rosters may be maintained electronically. (See LMS below.)
- 5.10 LMS: Contractor and/or participating employer(s) may use its own Learning Management System (LMS) to document attendance for purposes of recordkeeping upon prior review and approval by ETP, under the conditions set forth below:
- 5.10.1 The LMS must be capable of producing electronic printouts by trainee with at least the following information: 1) trainee name; 2) instructor name; 3) training dates; 4) class/lab size; 5) hours of training; 6) type of training; 7) course title; and 8) training delivery method.
- 5.10.2 LMS data entry and access must be controlled through security codes and passwords. The training instructors must verify attendance using pre-configured rules before the data is entered or adjusted. Only the hours of training actually completed may be input for purposes of maintaining a record of attendance at an ETP-funded course.
- 5.10.3 Contractor represents that it will instruct personnel regarding LMS procedures and security before authorizing them to enter data that documents attendance for an ETP-funded course. Contractor represents that, to the extent

practicable, it will maintain a list by name and job title of all personnel authorized to access the LMS.

ETP reserves the right to periodically review LMS for compliance with these standards.

- 5.11 Access: Contractor shall ensure that ETP; the United States Comptroller General or United States Inspector General or their representative(s); and the State of California Office of Inspector General have access to its facilities or those of a participating employer(s) and/or training vendor as needed to monitor performance under this Agreement. Contractor shall use best efforts to ensure that ETP also has access to trainers and trainees for the purpose of performance-related interviews. During the term of this Agreement, Contractor must maintain its Rosters, and any other pertinent records of training delivery or cost, at its facility.
- 5.12 Severability: If any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part it shall be modified to the minimum extent necessary; and, the remaining provisions shall not be affected thereby.
- 5.13 Termination without Cause: Either party may terminate this Agreement without cause by serving written Notice at least 30 calendar days in advance.
- 5.14 Termination with Cause: ETP may terminate this Agreement immediately, without serving advance Notice, if it determines at its sole discretion (or at the request of EDD) that Contractor or its agent has engaged in fraud, misrepresentation or other egregious conduct in connection with this Agreement, or has violated any law pertinent in the course of meeting its obligations under this Agreement. This right of termination for cause extends to the United States Comptroller General or United States Inspector General or their representative(s). In the alternative, ETP may terminate this Agreement for a defect in performance or related problem by serving written Notice at least 30 calendar days in advance, and giving Contractor at least that time period as an opportunity to cure the defect or problem, as determined in its sole discretion.
- 5.15 Indemnification: Contractor shall defend, indemnify and hold harmless ETP along with its Panel, officers, employees or agents from and against any and all claims, complaints, demands, actions, causes of action, liabilities, losses, damages, judgments, awards, fines, settlements, costs or expenses including reasonable attorney's fees arising under this Agreement (Claim). The provisions of this section shall apply to any Claim based on the action or omission of Contractor or its officers, employees, agents or vendors, whether joint or several. ETP shall provide Contractor reasonable assistance in the defense of any Claim. However, ETP reserves the right to defend against a Claim or settle a Claim on its own behalf. Contractor shall not defend or settle in the name of ETP without prior written consent by the signatory of this Agreement for ETP. The parties shall give each other prompt written Notice of any Claim.
- 5.16 Governing Laws: This Agreement shall be governed by the laws of the State of California. Contractor shall comply with all applicable federal, state and local laws.
- 5.17 Forum State: The parties agree that any legal action arising under this Agreement, including mediation or arbitration, shall take place in Sacramento, California.

- 5.18 Survival: The following provisions of this Agreement shall survive its termination: Audits, Rosters, Curriculum, Indemnification, Notices, ETP Name, Governing Law, Forum State and Successor Corporation, Non-Sectarian, Segregated Accounting, and Federal Requirements.
- 5.19 Waiver: No delay or failure by either party to exercise or enforce provision of this Agreement shall be considered a waiver thereof. In order to be valid, a waiver must be in writing. A single waiver shall not constitute a continuing or subsequent waiver.
- 5.20 Assignment: Contractor shall not assign any rights in, nor delegate any obligations under this Agreement or any portion hereof, without prior written consent by ETP.
- 5.21 Successor Corporation: This Agreement shall be binding on and inure to the benefit of the surviving corporation or other business entity in the event of Contractor's merger. (California Corporations Code Section 1107.) This Agreement shall be binding on and inure to the benefit of the surviving person or entity in the event a controlling interest in its assets or operations is purchased, acquired or transferred, in which case ETP may require the survivor to enter a written Assumption of Liability.
- 5.22 Entire Agreement: This is the entire Agreement between the parties and it supersedes any prior or contemporaneous communication or understanding between them (written or oral).
- 5.23 Modifications: Certain terms and conditions of this Agreement may be modified at the request of Contractor with the written approval of ETP so long as there is no increase in the approved amount of funding, and no change in the scope or intent of training.

Modifications are restricted to the following:

- a) Revise the post-retention wage by occupation;
- b) Add or delete a Job Number;
- c) Add training courses within the types of training identified on the Menu Curriculum (Exhibit B), so long as Continuous Improvement and Computer Skills remain ancillary to green/clean skills on a per-trainee basis;
- d) Expand or reduce the maximum Number of Trainees to Retain in a Job Number;
- e) Add or delete the Occupation of trainees, so long as they have green/clean job duties;
- f) Include additional federal reporting requirements;
- g) Correct a material discrepancy between the narrative text of this Agreement and Exhibit A, Chart 1.

If ETP approves a Modification pursuant to (a) through (g) above, it will prepare a written Modification Approval indicating the effective date, and transmit a copy of same to Contractor. Modifications cannot be made after termination of this Agreement.

- 5.24 Amendment: With the exception of Modifications as provided for above, this Agreement may not be amended except in a writing that is signed by both parties. An Amendment

or Modification can only be made based on the mutual Agreement of the parties. Amendments cannot be made after termination of this Agreement.

5.25 Notices: All Notices in connection with this Agreement must be in writing, and shall be effective upon receipt. Notice of termination or material breach and final notice of overpayment must be delivered by certified U.S. Mail with return receipt requested, or by a commercial courier with receipt. Otherwise, Notices may be delivered by U.S. Mail, commercial courier, FAX or email. All Notices to ETP must be addressed to the manager of a regional office or the Sacramento headquarters office, as appropriate to the subject matter.

All Notices to Contractor must be addressed to the authorized representative identified below. This same representative is designated as the contact person for general inquiries by ETP.

The parties agree to keep each other informed as to any change in the contact information for their representatives.

Name and job title: Julia Dozier, District Director, Economic Development and Contract Education

Email address: jdozier@clpccd.org

Mailing address with zip code: 7600 Dublin Blvd., Suite 102, Dublin, CA 94568

Phone number: (925) 560-9441

Fax number: (925) 560-9458

Contractor and ETP agree to the terms and conditions in this Agreement by signature of their authorized representatives set forth below:

Contractor

ETP

Signature/Date

Signature/Date

Printed Name/Title

Brian McMahon, Executive Director

Printed Name/Title

Exhibit A: Chart 1

Training Data			Payment Schedule								
1	2	3	4	5	6	7	8	9	10	11	12
Job	Occupations	Type of Training	Average No. of Trainees ¹	Cls/Lab Hours	CBT Hour	Average Cost Per Trainee	Pay 1 Enroll	Pay 2 Compl	Pay 3 Hired	Pay 4 Post Retention	Post Retention ²
1	CEWTP/ARRA PRIORITY SMALL BUSINESS: Green Building Consultant, Clean Sales Associate, Operation/Project Manager, Maintenance Technician, Engineer, Assembler, Fabricator	Priority Industries Multi-Emp Retrainee Small Bus.	45			\$1,946	\$486.50	VAR	N/A	VAR	\$15.00
365		<i>Menu Curriculum - Trainees will receive one or more of the following: Green Clean Skills</i>									
Job Max Total Amount: \$ 87,570.00			Range of Hours: Min = 8 Max = 200 Weighted Avg = 70								
2	CEWTP/ARRA PRIORITY LARGE BUSINESS: Green Building Consultant, Clean Sales Associate, Operation/Project Manager, Maintenance Technician, Engineer, Assembler, Fabricator	Priority Industries Multiple-Employer Retrainee	46			\$1,347	\$356.75	VAR	N/A	VAR	\$15.00
365		<i>Menu Curriculum - Trainees will receive one or more of the following: Green Clean Skills</i>									
Job Max Total Amount: \$ 61,962.00			Range of Hours: Min = 8 Max = 200 Weighted Avg = 70								

¹ The number of trainees may exceed this figure, provided they receive at least the minimum number of training hours and there are sufficient funds available in the Job Number.
² Post-Retention Wages may vary by county. See Section 3, Performance Standards, in this Agreement.

Exhibit A: Chart 1

Contract Totals	
Program Cost	\$139,860
Substantial Contribution	(-) \$0
Multiple-Empl. Support	(+) \$9,672
TOTAL ETP Funding	(=) \$149,532
TOTAL Average No. of Trainees	91

ETP100CH (11/07)

¹ The number of trainees may exceed this figure, provided they receive at least the minimum number of training hours and there are sufficient funds available in the Job Number.
² Post-Retention Wages may vary by county. See Section 3, Performance Standards, in this Agreement.

Exhibit A: Chart 1

Turnover Rate	Manager/Supervisor %	Health Benefits Inc. in Wage?
N/A	N/A	Yes

Location of Training: Training will be provided at Contractor/designated training sites in California.

Ratios: The ratio of trainers to trainees for class/lab training shall not exceed 1:20 for retrainees.

Health Benefits: Employer-paid health benefits (medical, dental, and/or vision) may be added to a trainee's hourly wage to meet the minimum of \$15.00 per hour in Alameda County.

Trainee Retention: Retention will be at least 90 consecutive days of full-time employment with one employer or at least 200 hours within 365 days with one or more employers.

Exhibit B: Menu Curriculum**Clean Energy Workforce Training Program****CLASS/LAB HOURS****8 – 200***Trainees will receive any of the following:***GREEN/CLEAN SKILLS****Leadership in Energy and Environmental Design (LEED)**

- Preparation for Exam in Green Associate and LEED AP (Accredited Professional) Design and Construction Exam
- Overview of the LEED Rating Systems:
 - Synergistic Opportunities and LEED Application Process
 - Project Site Factors
 - Water Management
 - Project Systems and Energy Impacts
 - Acquisition, Installation, and Management of Project Materials
 - Stakeholder Involvement in Innovation
 - Project Surroundings and Public Outreach
 - The LEED AP Credential
 - Compliance Standards for LEED Building Design and Construction
 - Sustainable Sites
 - Water Efficiency
 - Energy and Atmosphere
 - Materials and Resources
 - Indoor Environmental Quality

BPI (Building Performance Institute) Building Analyst/Energy Auditor Certification

- Principles of Energy Transfer
- Basic Energy Systems That Impact a Home's Energy Consumption
- Common Construction Errors That Reduce Efficiency, Air Quality, and Comfort
- Conducting an Energy Audit
- Analyzing Problems and Proposing Solutions and Weatherization Techniques

LEED Exam Prep

- Review the Types of Questions That Will Be On The Test
- Learn How to Study
- Study Scenarios From Real World Projects
- Practice the Concepts

LEED Green Associate Exam Preparation

- LEED Implementation Process
- Project Site Factors
- Water Management
- Energy Impacts
- Synergistic Opportunities
- Stakeholder Involvement and Innovation in Design
- Public Outreach
- Test-taking Tips and Strategies

LEED for Existing Buildings Operations and Maintenance Exam Preparation

- Credit Intents, Requirements, and Submittal Documentation
- Project Team Coordination
- LEED Process and Implementation
- Technical Credit Analysis
- Integrated Strategies and Test Taking Tips

LEED for Contractors

- Navigating LEED Online
- Developing Strategies for Managing the Contractor - and Subcontractor-related Responsibilities
- Scheduling Involved With the Construction of a LEED Project
- Completing LEED Templates
- Understanding Contractor and Subcontractor Responsibilities Related to Commissioning
- Recognizing Examples of "Good" and "Bad" Documentation

LEED Project Management

- LEED Project Registration and LEED Online
- Strategies, Processes, and Tools for Managing All Aspects of LEED Documentation
- Documentation Submittal and the Review Process
- LEED Cost Analysis and Evaluation
- Commonly Referenced Credit Interpretation Requests
- Scheduling Involved With a LEED Project
- Energy Modeling for LEED
- LEED Charrette Facilitation

Carbon Reduction Manager

- Apply Practical Strategies and Tactics Based on Lean Six Sigma
- Reduce Carbon Footprint
- Earn Carbon Credits
- Capitalize on Trading and New Green Revenue Opportunities
- Finance, Sell, or Get Investment Programs Approved

Sustainability Management

- Define and Implement a Sustainability Strategy
- Apply the Seven Aspects of Business Sustainability
 - Zeroing Out Waste
 - Innovating with Sustainable Design
 - Reducing Carbon Footprints (Life Cycle Analysis and Energy Efficiency)
 - Maximizing Natural Resources
 - Resource Efficient Transportation
 - Galvanizing Stakeholders
 - LEED Facilities Construction, Operations, and Maintenance

Note: Reimbursement for retraining is capped at 200 total training hours per-trainee, regardless of the method of delivery. CBT is capped at 50% of total training hours per-trainee. Training in Continuous Improvement and Computer Skills must be ancillary to green/clean skills on a per-trainee basis.

Exhibit C: Third-Party Agreements (Subcontracts)

1. **Parties:** The Employment Training Panel (ETP) and the California Energy Commission (CEC) are not party to this Agreement. ETP and CEC are not obligated in any manner for any liability that may arise out of this Agreement. No third party relationship is intended or created with ETP or CEC under this Agreement.
2. **Conflicting Terms:** In the event of any conflict or inconsistency between the terms of this Agreement and the ETP Agreement, the latter shall govern and prevail.
3. **Anti-Discrimination:** The parties to this Agreement understand that its respective employees are protected by state and federal law from discharge, demotion or other form of discrimination for disclosures they make based on a reasonable belief that there is evidence of: (1) gross mismanagement or waste of federal funds; (2) a substantial and specific danger to public health or safety related to the use of federal funds; (3) an abuse of authority related to funding under this Agreement; or (4) a violation of state or federal law or policy related to funding under this Agreement. Contractor agrees to post notice of the protections for "whistle blowing" as required by ARRA Section 1553.
4. **False Claims Act:** The parties to this Agreement will promptly notify ETP if it receives any credible evidence that a principal, employee, agent, subcontractor or other person has submitted a false claim; or has committed a violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar financial misconduct in connection with funding under this Agreement.
5. **Prohibited Use:** The parties to this Agreement will not use ARRA funds for any casino or gambling establishment, aquarium, zoo, golf course or swimming pool.
6. **Cap on Fees:** In no event shall the administrative fees paid with federal funds under this Agreement exceed 13% of payment earned for Retraining or 20% of payment earned for New-Hire Training.
7. **Audit Rights:** The parties agree that ETP has the right, during normal business hours, to examine or audit any and all records, books, papers and documents related to the delivery of services under this Agreement to the extent ETP deems necessary. They agree that this same right extends to the United States Comptroller General or United States Inspector General or their representative(s); and the State of California Office of Inspector General, or the California Energy Commission.
8. **Access Rights:** The parties agree that ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement. They agree that this same right extends to the United States Comptroller General or United States Inspector General or their representative(s); and the State of California Office of Inspector General, or the California Energy Commission.
9. **Records Retention:** The parties agree to maintain all records and other writings that pertain to the delivery of services under this Agreement for a period of no less than 4 years from termination or 3 years from Fiscal Closeout, whichever is later.

10. Governing Law/Forum: This Agreement shall be governed by the laws of the State of California, in general; and by the American Recovery and Reinvestment Act (ARRA) as pertinent to particular federal funding requirements. If ETP is named as a party in litigation, arbitration or other proceedings in connection with this Agreement, the exclusive venue and place of jurisdiction will be the County of Sacramento in the State of California.
11. Federal Reporting: The parties will cooperate to the extent necessary to enroll all trainees in the form and manner specified by ETP, for purposes of federal reporting requirements.
12. ARRA Amendments: The parties acknowledge that provisions included in this Agreement are subject to change, in regard to accounting or reporting the use of funds received under ARRA. The parties agree to amend this Agreement as necessary to comply with any such changes in federal or state statute, regulation or policy.
13. Segregated Accounting: The parties agree that all funds received under this Agreement will be maintained in a separate financial and accounting system as necessary to segregate, track and maintain these funds apart from other revenue streams or funding sources. If necessary, the parties will obtain a Dun & Bradstreet Universal Numbering System (DUNS) number, available at www.dnb.com/us/.

Note: These provisions must be incorporated into any written Third-Party Agreement (subcontract). There must be a written Third-Party Agreement (subcontract) for each Consultant and Training Vendor. Exhibit C must be incorporated verbatim due to federal contracting, recordkeeping and reporting requirements.

Exhibit D: Definitions

The parties agree that the following definitions shall govern performance under this Agreement. These terms are used in this Agreement, or may be referred to in the course of program administration by ETP. If not defined here, terms used in this Agreement shall have their ordinary English meaning.

Actual Cost-per-Trainee: The amount of reimbursement payable on a per-trainee basis at Progress Payment 2 (P2) and the Final Payment (F), based on the actual number of training hours completed.

Approved Amount: The maximum amount of funding approved by the Panel. This amount is distinct from Payment Earned.

Average Cost-per-Trainee: The average cost of training for each trainee enrolled in a given Job Number based on the planned hours of training and the fixed fee rate. This cost is used to calculate the first Progress Payment (P1) at the time of enrollment.

Curriculum: A list of approved training courses or modules under the Menu in Exhibit B.

Enrollment: The process of registering a trainee with ETP as an eligible participant in ETP-funded training, once the first eight hours of training have been completed. Trainees are enrolled by Job Number. Once enrolled, they can participate in more than one approved course for that Job Number, on a sequential basis.

Final Payment: Final payment is the final 25% payment based on the number of training hours completed for each trainee. Final payments (F) may be authorized and paid for each trainee after completion of training and the required post-training retention period specified in the Agreement. Each trainee must be employed full-time and must receive the minimum wage specified in the Agreement at the end of the employment retention period. Final Payments are reconciled with individual unearned progress payments and are not considered earned until the Fiscal Closeout of the Agreement.

Fiscal Closeout: The process by which ETP determines the actual amount of Payment Earned for all trainees, reconciling the Final Payment with the first two Progress Payments. ETP will give Contractor written Notice of any overpayment that results from Fiscal Closeout within a reasonable time after the term of this Agreement.

Full-time: Employment of at least 35 hours a week, with exceptions for special programs.

Participating Employer: An employer enrolled with ETP by Contractor as a project participant, whose employees receive training funded under this Agreement. Participating employer(s) must meet ETP eligibility standards and comply with recordkeeping, reporting and all other pertinent requirements set forth in this Agreement.

Payment Earned: The amount of Reimbursement the Contractor is entitled to retain based on Fiscal Closeout.

Post-Retention Wage: The minimum hourly wage that must be paid to trainees at the end of the employment Retention period.

Progress Payments: Progress payments are unearned cash flow payments authorized and paid at selected training and contract performance benchmarks. Progress payments may be paid after a trainee is enrolled and has completed 8 hours of training (P1), and after a trainee has completed training (P2). Progress payments may not exceed 75% of the cost per trainee based on the hours of training documented at completion of training. Progress payments are not considered earned until the completion of all contract performance requirements and reconciliation of payments at the Fiscal Closeout of the Agreement.

Reimbursement Rate: The flat rate per hour payable for different methods and types of training. Rates include the cost of training and administration of the ETP-funded project. Rates are consolidated by Job Number to determine the average cost per-trainee and for other purposes related to payment disbursement.

Retention: The period of full-time employment required for a trainee or group of trainees after the end of training. For New-Hire trainees, payment will be earned at 70% per-trainee without placement and retention. The additional 30% per-trainee will require placement and retention for the period specified in this Agreement.

Retraining: Job-related vocational training provided to existing employees.

Roster: The hard-copy record that must be signed by each trainee and instructor to document attendance at each class/lab training session. For CBT, the supervisor must also sign a hard-copy record documenting that the trainee completed the standard number of hours needed for proficiency in the course. ETP reserves the right to approve the format of all Rosters.

Statutory Interest: Interest assessed on overpayments. An adjusted annual rate charged from the first day of the month after Contractor received the overpayment from ETP.

Sub-recipient: The private-sector business or organization receiving federal funds under this Agreement. The Contractor is a Sub-recipient for purposes of federal contracting, recordkeeping and reporting requirements. Sub-recipients that receive federal funds must register in the Central Contractor Registration (CCR) system. (See Section 5.8.)

Subcontract: A contract for goods or services between Contractor and a third-party. ETP is not a party to any subcontract, and they are subordinate to this Agreement. As used here, subcontract means the same as Third-Party Agreement.

Vendor: A dealer, distributor, merchant or other seller providing the goods or services that are required for delivery of training under this Agreement. All third-party consultants and trainers are Vendors for purposes of federal contracting, recordkeeping and reporting requirements. (Participating employers are Sub-recipients, not Vendors.)