

AGREEMENT NO. 13-W040

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the South Bay Workforce Investment Board, Inc., hereinafter referred to as "SBWIB, Inc.", a non-profit public benefit corporation, on behalf of the City of Inglewood, hereafter referred to as "City", and **Chabot-Las Positas Community College District**, hereinafter referred to as "Training Provider".

WHEREAS, the City has entered into agreements with several California Workforce Investment Areas for the purpose of providing for the delivery of employment training services under the Federal Workforce Investment Act of 1998(WIA), Welfare- to-Work and other eligible grant participants; and

WHEREAS, the City has entered into an Agreement with the SBWIB, Inc. to be the Designated Administrator of the SBWIA; and

WHEREAS, pursuant to said Agreements, City is receiving and will be receiving federal funds from the Family Economic Security Act, as amended, and the Workforce Investment Act and its implementing regulations for the purpose of providing training to eligible participants, and other funding sources as may be identified for the purpose of providing training to eligible WIA participants and eligible CalWORKs participants; and

WHEREAS, Training Provider has submitted a successful proposal and other documentation showing its business operations; and

WHEREAS, Training Provider represents itself as being qualified and capable of providing said services in accordance with all the rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the preceding recitals and the mutual obligations of the parties as expressed herein agree as follows:

I -- TRAINING PROVIDER REQUIREMENTS/RESPONSIBILITIES

Training Provider shall be required to provide classroom training in accordance with Classroom Training Individual Referral (CTIR) agreement requirements and as set forth in the Exhibits which are listed below, attached hereto and incorporated herein by this reference:

Exhibit "A"-- Program Outline

Exhibit "B"-- Completion Competencies

Exhibit "C"-- Training Provider Required Documents

Exhibit "D"-- Program Plan and Performance Standards

Exhibit "E"-- Statement of Business Ownership

A. Further Responsibilities

Training Provider shall:

1. Provide services funded under this Agreement only to individuals determined eligible under WIA, Welfare-to-Work guidelines, and/or other special project funding guidelines as designated by the South Bay Workforce Investment Area and City.
2. Provide facilities which are adequate to fulfill the requirements of this Agreement.
3. Provide documents as set forth in Exhibit "C", before this Agreement can be implemented.
4. Provide services as described in Program Plan, Exhibit "D".
5. Upon acceptance of client referrals, continue to provide classroom training until client has completed all of the training hours and/or modules of the program and applicable testing as reflected in the agency's curriculum and Exhibits "A" and "B".

B. Reports and Records

1. Training Provider agrees to provide reports, books, records and data related to program activities funded by this Agreement. Upon written request, attendance records shall be submitted to case manager(s), or other responsible party(s) on a monthly basis, and/or every two (2) weeks if participant is receiving needs-based, or needs-related payments.
2. **Confidentiality:** All data and information provided in such reports and records shall be subject to applicable provisions of State and/or Federal law concerning confidentiality of documents and records.

3. **Retention of Records:** Training Provider agrees to retain all records pertinent to all grants, funds or agreements under the Workforce Investment Act, the Welfare-to-Work Initiative, and other fund sources including financial, statistical, property, and participant records and supporting documentation for a period of three years from the date of submission to the State of the final expenditure report for the program year's allotment. Records for nonexpendable property shall be retained for a period of three years after final disposition of the property. Records described herein shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, Training Provider will retain the records until the litigation, audit, or claim has been finally resolved. Records must be retained locally to be accessible to the SBWIB, Inc., the South Bay Workforce Investment Area, its agents or designees.
4. **Inspection:** Such records, reports, books, financial statements, and other documents required herein shall be opened to inspection by and permitted access to SBWIB, Inc., the South Bay Workforce Investment Area, its designees or agents, the State, independent auditor(s), and/or the United States Department of Labor, or designees of any of these agencies at any time during Training Provider's normal business hours.
5. **Report Reconciliation:** Training Provider shall reconcile monthly MIS participant rosters within ten (10) business days from the last day of the prior month to verify enrollments, completions, and terminations. Referring entity/case manager shall be notified of any required adjustments.
6. **Training Provider Cooperation:** Training Provider shall fully cooperate with authorized representatives of the South Bay Workforce Investment Area, its designees or agents, the City, State, and Federal governments including independent auditors, seeking to interview any program participant or staff member of Training Provider, or to evaluate, inspect and/or monitor those facilities and operations of Training Provider that are directly involved in the implementation of programs funded through this Agreement.

C. Performance Review

Training Provider performance will be reviewed quarterly and/or at intervals deemed appropriate by funding source by appropriate staff or committees and will be based on program performance as detailed in Exhibit "D."

D. Monitoring

Monitoring of activities funded through this Agreement, including unscheduled site visits, will be conducted throughout the agreement period to assure program quality. The Training Provider agrees to be responsible for the internal monitoring of all activities encompassed by this Agreement.

II – COMPENSATION

- A. The parties agree that this shall be a tuition reimbursement agreement. Compensation for the services covered by this Agreement shall be at a rate less than or equal to the published tuition rate of Training Provider, and shall be disbursed in accordance with tuition reimbursement and refund policies agreed to by Training Provider. SBWIB, Inc. shall be reimbursed any amount of Pell or other Education Assistance payments made to Training Provider for training costs on behalf of WIA, Welfare to Work and/or other special funded participants. Pell grant may not be used to meet the supportive service(s) needs of participant(s). All tuition is paid upon participants completing a minimum of five days of classroom training. SBWIB, Inc. shall be entitled to the same refund policy and procedures as applied to all other students. SBWIB, Inc. shall process the billing as received and issue payment therefore as soon as reasonably practicable and in the ordinary course of SBWIB, Inc. business. Compensation shall be made as stipulated herein and in accordance with South Bay Workforce Investment Area/WIA directives, and tuition reimbursement procedures.
- B. Upon participant completing five days of classroom training, Training Provider shall submit to South Bay Workforce Investment Area, a voucher with an original copy of the referring training voucher, and a copy, signed by Training Provider and participant, of the Training Provider's Enrollment Agreement Form for the participant. Payment shall be made to Training Provider per

participant upon verification that participant has completed five (5) days of classroom training as evidenced by time sheets, attendance records signed by the participant, or by any other process determined by South Bay Workforce Investment Area.

- C. City also reserves the right to make compensation payment to Training Provider at anytime during the Agreement period. City reserves the right in order to comply with Federal or State expenditure guidelines to make compensation payments to Training Provider for services obligated to be performed, but not yet completed due to unforeseen circumstance(s). In this regard, with mutual agreement and understanding, a payment schedule may be developed based on performance benchmarks for special projects.
- i. **Certified Safety and Health Official (208 hours/ 10-14 wks).** In no case can the total amount of expenditure by City under this Agreement exceed the sum of **\$5,965.00** for tuition, books, supplies, materials, uniforms, physical exams, license/certification fees, tools, fingerprinting and registration fees per participant trained in the training-related occupation of **safety officer** in accordance with Exhibits "A" and "B."
 - ii. **OSCA Premier Safety Watch and Certificate Program (76 hours/ 2 wks).** In no case can the total amount of expenditure by City under this Agreement exceed the sum of **\$1,800.00** for tuition, books, supplies, materials, uniforms, physical exams, license/certification fees, tools, fingerprinting and registration fees per participant trained in the training-related occupation of **safety officer** in accordance with Exhibits "A" and "B."
 - iii. **OSCA Premier Safety Watch and Certificate Program (W/O HAZWOPER) (40 hours/ 1 wk).** In no case can the total amount of expenditure by City under this Agreement exceed the sum of **\$1,400.00** for tuition, books, supplies, materials, uniforms, physical exams, license/certification fees, tools, fingerprinting and registration fees per participant trained in the training-related occupation of **safety officer** in accordance with Exhibits "A" and "B."

- iv. **Shoreline Construction Training Program (320 hours/8weeks)** In no case can the total amount of expenditure by City under this Agreement exceed the sum of **\$6,133.00** for tuition, books, supplies, materials, uniforms, physical exams, license/certification fees, tools, fingerprinting and registration fees per participant trained in the training-related occupation of **safety and/or labor position** accordance with Exhibits "A" and "B."
- D. The SBWIB, Inc. reserves the right to withhold or refuse payment for late forms, including but not limited to invoices, Classroom Referral Individual Training Account (CRITA) forms and other documents required from the Training Provider and/or referring entity (s). SBWIB, Inc., South Bay Workforce Investment Area reserve the right to withhold or refuse payment of any portion of service (s) or consideration not rendered by Training Provider and/ or received from participant as stipulated herein. In accordance with Training Provider's tuition refund policies, applicable State tuition refund requirements, and/or mutually agreed and stipulated herein, the payable cost shall be reimbursed to Training Provider upon verification of completion of training, or on a pro rata basis per training hour completed for those participants who do not complete the training. In every case, the more restrictive of these provisions shall prevail.
- E. The sum(s) agreed to in Section II C shall include all costs associated with training and placement services which are to be provided under this Agreement. Training Provider shall make no additional claims for costs, charges, or fees, nor shall Training Provider receive additional payment or any form of reimbursement from the City, South Bay Workforce Investment Area, individual participants or any other party, other than as specifically detailed in this Agreement.
- F. **Equitable Pricing Provision:** The Training Provider has provided to the SBWIB, Inc., on behalf of the South Bay Workforce Investment Area, what it believes is a proper and competitive price for its services under this Agreement. The Training Provider also agrees that in the event the same or similar service is contracted to any individual or other governmental agency, that SBWIB, Inc. will automatically receive the lesser price offered to the other entity(s).

G. **Non-liability of Clients:** Under no circumstances shall the Training Provider hold or attempt to hold client liable or in any way responsible for satisfying the monetary or other obligations which this Agreement imposes on SBWIB, Inc. or any of its Agencies. Any attempt by Training Provider to do so shall be considered a breach of this Agreement.

III -- TERM OF AGREEMENT

Training Provider shall commence performance under the terms of this Agreement as of the date of the SBWIB, Inc.'s notice to proceed. Unless sooner terminated as provided herein, this Agreement shall expire on **March 31, 2015**. However, Training Provider may continue to perform, complete and be compensated for services rendered after **March 31, 2015** for those activities covered by this Agreement and begun prior to said expiration date.

IV -- MODIFICATIONS

This Agreement fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the SBWIB, Inc.. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

V- CERTIFICATION

A. **Child Support Certification:** Training Provider, by signing this Agreement hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. Training Provider assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Training Provider recognizes and acknowledges the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. Training

Provider 's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Training Provider may be ineligible for award of future Agreements if City determines that any of the following has occurred: (1) False certification, or (2) Violation the certification by failing to carry out the requirements as noted above.

B. Disbarment and Suspension Certification: By signing this Agreement, Training Provider hereby certifies, under penalty or perjury under laws of the State of California, the Training Provider will comply with Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CRT, Part 98, section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department of agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

C. **Lobbying Restrictions:** By signing this Agreement the Training Provider hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Training Provider shall complete and submit standard for - LLL, :Disclosure Form to Report Lobbying", in accordance with its instructions.

D. **Nepotism:** By signing this Agreement the Training Provider certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the Training Provider. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, step-parent, step-child, or such other relationship which should give rise to a substantial appearance of impropriety if the person were to be hired by the Training Provider. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

E. **Drug Free Workplace Compliance:** By signing this Agreement the Training Provider hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq) and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employee for violations as required by Government Code Section 8350(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug –free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs;
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed activity:
 - a. Will receive a copy of the company's drug-free policy statement, and;
 - b. Will agree to abide by the terms of the company's drug-free workplace policies.

F. Nondiscrimination and Affirmative Action: By signing this Agreement the Training Provider hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Training Provider will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement, or cancellation of the purchase order, or all that may apply. In addition, the Training Provider may be ineligible for award of future agreements or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

VI -- DISPUTES AND BREACH

- A. Disputes: Any dispute arising from this Agreement shall be reviewed in accordance with procedures set forth in 20 C.F.R., Subpart E.
- B. Breach: In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

VII - COMPLAINT RESOLUTION PROCEDURES

- A. SBWIB, Inc. has established the SBWIA Complaint Resolution Procedures under the Workforce Investment Act (WIA), Part 652, Section 667.600 and Section 188 of WIA as amended which may be used by WIA participants to file complaints and grievances against the Training Provider.
- B. Training Provide also agrees to maintain a grievance procedure and provide SBWIB, Inc. and each participant with a copy of its internal complaint resolution procedures upon enrollment into the program or during orientation.
- C. Training Provider shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provision of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.
- D. Training Provider shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books and papers should the need arise during a complaint investigation.

VIII -- TERMINATION AND SUSPENSION OF FUNDING

- A. Suspension

1. It is mutually understood and agreed that failure to comply with any provisions of this Agreement, its Exhibits and Attachments is cause for suspension of payments and/or referrals.
2. SBWIB, Inc. may immediately suspend payments to Training Provider prior to termination of the Agreement in whole or in part for the following causes(s):
 - a. Failure to comply in any respect with either the terms and/or conditions of this Agreement.
 - b. Submittal to SBWIB, Inc. and/or Administrative Entity of reports which are incorrect or incomplete in any substantial or material respect.
 - c. Termination or suspension of grant(s) to SBWIB, Inc. from the Federal or State Governments.
 - d. Failure of Training Provider to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, or its agencies responsible for the operation of this program, or South Bay Workforce Investment Area.
3. Upon suspension of funds, for whatever reason, Training Provider agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc..

B. Termination

1. This Agreement may be terminated in whole or in part by SBWIB, Inc. for cause, which shall include:
 - a. Failure for any reason of the Training Provider to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - b. Suspension or termination by the Department of Labor or the State of the grant to SBWIB, Inc. and/or Administrative Entity under this Agreement .
 - c. Improper use by Training Provider of funds furnished under this Agreement.

- d. Failure to meet performance standards as stipulated in Exhibit "D", attached.
2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination which shall be specified in the notice.
3. Upon termination or cancellation of this Agreement, Training Provider shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc. of all documents which are in the possession of Training Provider that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc.. Final payment to Training Provider under this Agreement will be made only after SBWIB, Inc. has determined that Training Provider has satisfactorily completed said close-out procedures.

IX -- ASSIGNMENTS AND SUBCONTRACTS

Training Provider shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of SBWIB, Inc..

VIII -- INSURANCE

A. Certificates of Insurance: Training Provider shall furnish to SBWIB, Inc. evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements:

1. The City, SBWIB, Inc., its officers, employees, and agents shall be named as additional insured and are listed on the certificate as certificate holder.
2. Insurance shall not be canceled or terminated without 30 days written notice to SBWIB, Inc..
3. Insurance shall be primary and any insurance held by SBWIB, Inc. for its own protection shall be excess and shall be effective only upon exhaustion of Training Provider's insurance.

4. Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in Section III.
- B. General Liability Insurance: Training Provider shall procure and maintain general liability insurance protecting Training Provider and City, SBWIB, Inc., its officers, employees, and agents against claims arising from bodily injury or death to persons occurring on Training Provider's business premises or otherwise through Training Provider's operation or performance under this Agreement. Said insurance shall consist of combined single limit liability coverage in an amount of \$1,000,000 or equivalent coverage as approved by the Legal Counsel of SBWIB, Inc..
- C. Automobile Insurance: If a Training Provider, in conducting activities under this Agreement, uses motor vehicles, the Training Provider shall insure that the City, SBWIB, Inc., its officers, employees, and agents are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In addition, Training Provider shall provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability, or such other equivalent coverage approved by the Legal Counsel for the SBWIB, Inc.. If Training Provider does not use motor vehicles in conducting activities, a waiver may be granted by the Legal Counsel of the SBWIB, Inc. on behalf of the City.
- D. Worker Compensation: Training Provider shall provide worker compensation insurance coverage and benefits as required by the California Labor Code, covering all employees of Training Provider and, if applicable, other comparable insurance coverage such as medical and accident insurance for those participants enrolled in classroom training or similar programs and not qualifying as employed under worker compensation, as required by State or Federal law.
- E. Self Insurance: Notwithstanding the insurance required above, the SBWIB, Inc., at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the

requirements herein contained, shall be subject to approval of the Legal Counsel of the SBWIB, Inc..

- F. Insurance for Internships/Externships: Training Provider will be responsible to ensure that the appropriate insurance coverage for participants will remain in effect during internship/externship that is required in the performance of this Agreement.

IX -- HOLD HARMLESS

Training Provider agrees to indemnify, defend, save and hold harmless City, its officers, employees, and agents against any and all costs, expenses, claims, suits, and liability for bodily or personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness or obligations, resulting therefrom or arising out of and in any way connected with the alleged negligent or wrongful acts or omissions of Training Provider, its officers, employees, Training Providers, agents or representatives, while performing or failing to perform any services required herein to be performed by Training Provider or incurred by Training Provider in disbursing or using any WIA funds, Welfare-to-Work funds, or special project funds under this Agreement.

City, SBWIB, Inc., Its officers, employees, and agents, by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of Training Provider or any of its officers, employees, Training Providers, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of WIA funds by Training Provider under this Agreement.

Chabot/Las Positas Community College District, Its officers, employees, and agents, by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of Training Provider subcontractor or South Bay Workforce Investment Board or any of its officers, employees, Training Providers, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of WIA funds by Training Provider under this Agreement.

X-- OCCUPATIONAL SAFETY AND HEALTH ACT

Training Provider agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety Health Act of 1970 as amended if the participants were employees of the Training Provider. Training Provider shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

XI -- FEDERAL, STATE, AND LOCAL COMPLIANCE

Training Provider shall comply with the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; applicable Drug Free Workplace requirements; all other Federal, State, County and local laws, rules and regulations applicable to the performance of this Agreement; policies and operating requirements of SBWIB, Inc. and the South Bay Workforce Investment Area; applicable sections of the South Bay Workforce Investment Area Operations Manual; as well as applicable provisions and standards promulgated by the Department of Labor as they apply to Training Provider.

If regulations are amended or revised, Training Provider shall comply with them or notify SBWIB, Inc. within 30 days after promulgation of amendments or revisions that it cannot so conform.

XIII -- FISCAL ACCOUNTABILITY

Training Provider shall maintain a sound, auditable financial management system, based upon generally accepted accounting principles (GAAP).

XIV -- NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or by (2) personal service. For these purposes, the addresses of the parties shall be as follows:

SOUTH BAY WORKFORCE INVESTMENT BOARD

11539 Hawthorne Blvd, 5th Floor
Hawthorne, California 90250
Contact: Contract Administration Unit
Phone: 310.970.7700
FAX: 310.970.7714

Training Provider

Chabot-Las Positas Community College District
7600 Dublin Blvd Suite 102A
Dublin, CA 94568
Contact: John Messing
Phone: 925-560-9443
FAX: 925-560-9458

XV -- AUDITS

Training Provider shall adhere to applicable requirements of OMB Circular A-133.

XVI -- ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

TRAINING PROVIDER

By: Chabot-Las Positas Community College District

Signature: _____

Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney-at Law

EXHIBITS

1. **EXHIBIT "A"** – PROGRAM OUTLINE
2. **EXHIBIT "B"** – COMPLETION COMPETENCIES
3. **EXHIBIT "C"** – TRAINING PROVIDER REQUIRED DOCUMENTS
4. **EXHIBIT "D"** – PROGRAM PLAN/PERFORMANCE
5. **EXHIBIT "E"** – STATEMENT OF BUSINESS OWNERSHIP

ATTACHMENTS

- I. Training Provider Authorized Signature Page
- II. Itemized Cost Breakdown
- III. Bidder Information Sheet

OSCA Premier Safety Watch Certificate Program

Exhibit A Program Outline

The OSCA Premier Safety Watch Certificate Program consists of the following courses:

- **Refinery Safety Overview (RSO)** – RSO is a general safety orientation which utilizes an instructor-led curriculum to deliver the message of process safety management. The RSO program provides an awareness level orientation of the following elements:
 - Regulatory Overview
 - Hazard Communication
 - Emergency Action Plans
 - Toxicology
 - Personal Protective Equipment (PPE)
 - Respiratory Protection
 - Hearing Conservation
 - Prevention of Heat Stress
 - Refinery Process Overview

- **Safety Watch** – This is a 16-Hour, facilitator-led course covering the roles and responsibilities of Safety Attendant, Fire Watch and Bottle Watch. In this course, students will be instructed on:
 - Confined Space (CS) and Permit Required Confined Space (PRCS)
 - Various types of Work Permits
 - How to write and evaluate a JHA/JSA
 - How to properly use a Fire Extinguisher (hands-on training)
 - How to calibrate and use a 4 Gas Monitor (hands-on training)
 - How to set up and use Supplied Air systems (hands-on training)

In addition to the classroom and hands-on instruction, students are required to successfully complete a scenario-based exam to demonstrate mastery of the subject matter.

- **OSHA 10** – The OSHA 10-Hour course is intended to provide general awareness training on recognizing and preventing hazards at the worksite. Topics covered include:
 - Introduction to OSHA
 - General safety and Health Provisions
 - Health Hazards: Hazard Communication
 - Health Hazards: Hazardous Materials
 - Cranes and Rigging
 - Focus Four: Electrical Safety
 - Struck-By and Caught in Between
 - Fall Protection
 - Personal Protective Equipment
 - Hand and Power Tools

- Scaffolds
- Stairways and Ladders
- Final Exam

- **CPR/First Aid/AED**

This course is a combined adult CPR, AED, and First Aid training program designed specifically for the occupational first aid provider. Learners are instructed on basic first aid and emergency response.

- **HAZWOPER 40**

This course provides instruction in Hazardous Waste Operations and Emergency Response (HAZWOPER) as it relates to chemical and physical exposures. This course satisfies the requirements for employee training under OSHA (1910.120) and (1926).

Certified Safety and Health Official Exhibit A Program Outline

Businesses today face an overwhelming maze of safety and health regulations including employee safety, liability, training requirements, loss control, and program development and implementation. The Certified Safety and Health Official certificate guides you through this growing maze of increasingly important safety regulations by helping you develop your staff's expertise in safety and health strategies. Participants in the Certified Safety and Health Official certificate program can complete an OSHA certificate in either construction or general industry.

How You Will Benefit

- Develop the skills and knowledge for developing and delivering health and safety programs
- Develop your staff's expertise in health and safety strategies
- Gain knowledge of changing regulations, guidance documents and regulatory interpretations
- Earn appropriate credentials to teach and lead others
- Demonstrate competency when dealing with regulatory agencies

Who Should Participate

- Safety directors and officers
- Union representatives
- Health and safety technicians
- Occupational health specialists
- Risk managers
- Compliance managers
- Plant or facility managers
- Production supervisors
- Human resource supervisors
- Workers' compensation specialists

Participants in the Certified Safety and Health Official Professional Certificate can customize their program to reflect their own areas of interest by pursuing the Construction or General industry CSHO certificate and through a selection core required courses and electives.

Choose from Construction or General Industry CSHO Tracks

Approved WIB Amount For

Construction Track

\$ 5,965.05

7 REQUIRED CONSTRUCTION COURSES		
Course	Days	Cost
OSHA 510: Construction Standards	4	\$ 599.00
OSHA 3010: Excavation	3	\$ 549.00
OSHA 3110: Falls	3	\$ 549.00
OSHA 7505: Accident Inv.	2	\$ 199.00
OTC 308: Safety Inspection Tech.	3	\$ 549.00
OSHA 2264: PRCS	3	\$ 549.00
OTC 301: Scaffold	3	\$ 549.00

CONSTRUCTION ELECTIVES --Must Choose Four		
OSHA 6000: Collateral Duty	3	\$ 549.00
OSHA 502: Update for Construction	3	\$ 549.00
OSHA 503: Update for GI	3	\$ 549.00
OSHA 5402: Update for Maritime	3	\$ 549.00
OSHA 5119: Cal/OSHA GI	4	\$ 599.00
OSHA 5109: Cal/OSHA Construction	4	\$ 599.00
OSHA 3095: Electrical	4	\$ 599.00
OSHA 2015: Hazardous Materials	4	\$ 599.00
OSHA 521: Industrial Hygiene	4	\$ 599.00
OSHA 2045: Machine Guarding	4	\$ 599.00
OSHA 511: General Ind Standards	4	\$ 599.00
OSHA 5410 Maritime Standards	4	\$ 599.00
OSHA 500: Construction Trainer	4	\$ 599.00
OSHA 501: GI Trainer	4	\$ 599.00
OSHA 5400: Maritime Trainer	4	\$ 599.00
OTC 300: EM-385-1-1	5	\$ 799.00
OTC 204: 40-Hour HAZWOPER	5	\$ 799.00

Approved WIB Amount For General Industry Track

\$ 5,965.05

7 REQUIRED General Industry COURSES		
Course	Days	Cost
OSHA 511: General Industry Standards	4	\$ 599.00
OSHA 2045: Machine Guarding	4	\$ 599.00
OSHA 2015 Hazardous Materials	4	\$ 599.00
OSHA 7505: Accident Inv.	2	\$ 199.00
OTC 308: Safety Inspection Tech	3	\$ 549.00
OSHA 2264: PRCS	3	\$ 549.00
OSHA 521: Industrial Hygiene	4	\$ 599.00
GENERAL INDUSTRY ELECTIVES --Must Choose Four		
OSHA 6000: Collateral Duty	3	\$ 549.00
OSHA 502: Update for Construction	3	\$ 549.00
OSHA 503: Update for GI	3	\$ 549.00
OSHA 5402: Update for Maritime	3	\$ 549.00
OSHA 5119: Cal/OSHA GI	4	\$ 599.00
OSHA 5109: Cal/OSHA Construction	4	\$ 599.00

OSHA 3095: Electrical	4	\$ 599.00
OSHA 3010: Excavation	3	\$ 549.00
OSHA 3110 Falls	3	\$ 549.00
OTC 301: Scaffold	3	\$ 549.00
OSHA 510 Construction Standards	4	\$ 599.00
OSHA 5410 Maritime Standards	4	\$ 599.00
OSHA 500: Construction Trainer	4	\$ 599.00
OSHA 501: GI Trainer	4	\$ 599.00
OSHA 5400: Maritime Trainer	4	\$ 599.00
OTC 300: EM-385-1-1	5	\$ 799.00
OTC 204: 40-Hour HAZWOPER	5	\$ 799.00

Shoreline Construction Training Program

Exhibit A Program Outline

23 Modules- 320 hours- 8 weeks

In class theory and hands on learning techniques

Introduction to construction and construction tools and policies with an overview of different tasks and trades.

CLASS INTRO:

Overview of class

Operation of typical job

Typical necessary tools

JOBSITE SAFETY:

OSHA requirements

BLUE PRINTS & DIGITAL PLANS:

Legends

Layout

Site map

Floor plans

Elevations

HAND TOOLS & POWER TOOLS:

Overview

Hands on training

GRADING & EXCAVATION:

Topographical maps

Soils studies

Compaction

CONCRETE:

Planning and installation

Tolerances

Reinforced steel placement

Anchor bolts

Formwork

Piles & caissons

Slabs

MASONRY:

Installation

CMU walls

Tolerances

METAL FRAMING:

Fasteners

Light gauge steel

Pre engineered steel buildings

Structural steel

Tolerances

WELDING:

Tig welding

Mig welding

Arc Welding

Soldering and brazing

WOOD FRAMING:

Fasteners

Lumber grade stamps

Joists, rafters, decks

Engineered wood products

Earthquake and hurricane requirements

Tolerances

FINISH CARPENTRY AND CABINETRY:

Tools of trade

Millwork

Laminate

Shelving

Casework

Kitchen & Bathrooms

INSULATION AND VAPOR BARRIERS:

Insulation types

Building codes for US

R value

Ceilings, walls, floors

Foundations & basements

Soundproofing & specialty

ROOFING, SIDING, & MOISTURE PROTECTION:

Typical problems – common problems

Drainage & downspouts

Framing, sheathing, & structure

Asphalt, hot mop, torch down

Tile, shingle, flashings

Skylights & penetrations

WINDOWS & DOORS:

Flashing & installation

Wood

Aluminum

Prefab vs. custom

Common manufactures

DRYWALL:

Gypsum wallboard

Green board

Fasteners

Concrete board

Moisture issues

TILE:

Ceramic tile

Natural stone

Adhesives

HARDWOOD FLOORING:

Pre fabricated

Natural wood

Fastening systems

Sanding and finishing

PAINTING:

Preparation

Types of paint

Tools of trade

Quality levels

PLUMBING:

Supply lines

Waste lines

Copper vs. PEX

ABS vs. cast iron

HVAC:

Vented heaters

Air conditioning & refrigeration

Boilers

Kitchen requirements

Residential vs. commercial

ELECTRICAL:

Panels & bonding

Edison requirements

Residential

Commercial

CALLING IN PERMITS:

City phone systems

Jobsite card

Inspector's requirements

ORDERING SUPPLIES:

Measure/calculate tonnage per truck load

Square footages & lineal feet measurement

Recycling requirements

EXHIBIT A

PROGRAM OUTLINE

Type of Training: Classroom and Hands On Training

Title of Training Program: **OSCA Premier Safety Watch Certificate Program**

Training to be provided: Training Provider shall conduct occupational skill training of 76 hours in a classroom for WIA, Welfare-to-Work and other program eligible participants. Training Provider will ensure that individuals acquire the skills, knowledge, and abilities to perform a training related job as a/an Entry Level Safety Watch, Bottle Watch or Hole Watch for the Refinery Industry. For which demand exceeds supply.

Minimum Entry Wage for Occupation: \$ 13/Hr. Average Entry Wage for Occupation \$ 15.00 /Hr

Maximum Total Cost Per Student **\$ 1,800.00**

Cost Breakdown		License Fee	\$
Tuition	\$1,800	Tools	\$
Registration	\$ 0	Testing Fee (identify)	\$
Books	\$ 0	License	\$
Supplies & Materials	\$ 0	Lab Fee	\$
Uniform(s) & Shoes	\$ 0	Externships Yes ____ No x	
Physical Exams	\$	No. of hours included with course	/hrs
Insurance	\$	No. of hours following completion of course	/hrs

Course Schedule (include class totals):

Day Class Hours: 8:00am to 5:00pm Days of Instruction: Mon-Fri Total Hrs: 76 total wks 2

Training –Related Jobs

Directory of Occupational Titles Code
(DOT Code):

1. Safety Watch-Entry Level Ref.

549.687-018

If proposed program is taught in language other than English, please identify N/A

EXHIBIT A (CONTINUED)

PROGRAM OUTLINE

THE FOLLOWING ENROLLMENT INFORMATION WILL APPLY:

Targeted Group: WIA, Welfare-to-Work and other program eligible individuals

Type of Referral: Individual

Targeted Industry: Oil, Gas and Petroleum and Energy

Targeted Occupation: Safety Watch

Describe below minimum prerequisites, skills, experiences, and abilities that a participant will need upon enrollment in order to successfully complete the training program(s). Describe how the applicant's proficiency in each prerequisite will be measured.

	PREREQUISITES	HOW MEASURED
Math Level	High School Level	H.S. Diploma, GED or ATB test
Math Level	High School Level	H.S. Diploma, GED or ATB test
Language	High School Level	H.S. Diploma, GED or ATB test
Writing Skills	High School Level	H.S. Diploma, GED or ATB test
Other (physical, etc.)	N/A	

Describe Additional Prerequisites: None

Enrollment Schedule: Open Enrollment

Address of Training Site(s): 455 E. Carson Plaza Dr., Carson CA 90746

EXHIBIT B

COMPETENCIES

Title of Training: **OSCA Premier Safety Watch Certificate Program**

Training Provider Name: Chabot/Los Positas Community College District in partnership w/ OSCA

Training Length: 76 hours or 2 weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing.**

***Student will be able to:**

Competency	Measurement	Minimum Score
Refinery Safety Orientation	test	70%
Safety Attendant	test	70%
OSHA 10 hour	test	70%
CPR, First Aid/AED	test	70%
Site Specific Orientation	test	70%

EXHIBIT A
PROGRAM OUTLINE

Type of Training: OSHA

Title of Training Program: **Certified Safety and Health Official**

Training to be provided: Training Provider shall conduct occupational safety and health training of 208 hours in a classroom for WIA, Welfare-to-Work and other program eligible participants. Training Provider will ensure that individuals acquire the skills, knowledge, and abilities to perform a training related job as a/an safety official/supervisor/manager. For which demand exceeds supply.

Minimum Entry Wage for Occupation: \$ 15/Hr. Average Entry Wage for Occupation \$ 35.00 /Hr

Maximum Total Cost Per Student **\$ 5,965.00**

Cost Breakdown		License Fee	\$
Tuition	\$5,965.00	Tools	\$
Registration	\$ 0	Testing Fee (identify)	\$
Books	\$ 0	License	\$
Supplies & Materials	\$ 0	Lab Fee	\$
Uniform(s) & Shoes	\$ 0	Externships Yes ____ No x	
Physical Exams	\$	No. of hours included with course	/hrs
Insurance	\$	No. of hours following completion of course	/hrs

Course Schedule (include class totals):

Day Class Hours: 8:00am to 5:00pm Days of Instruction: Mon-Fri Total Hrs: 208
total wks 10-14

Directory of Occupational Titles

Code

Training –Related Jobs

(DOT Code):

1. Safety Watch-Entry Level Ref.

168.264-014

If proposed program is taught in language other than English, please identify N/A

EXHIBIT A (CONTINUED)

PROGRAM OUTLINE

THE FOLLOWING ENROLLMENT INFORMATION WILL APPLY:

Targeted Group: WIA, Welfare-to-Work and other program eligible individuals

Type of Referral: Individual

Targeted Industry: All industries

Targeted Occupation: Safety Officer/Supervisor

Describe below minimum prerequisites, skills, experiences, and abilities that a participant will need upon enrollment in order to successfully complete the training program(s). Describe how the applicant's proficiency in each prerequisite will be measured.

	PREREQUISITES	HOW MEASURED
Math Level	High School Level	H.S. Diploma, GED or ATB test
Math Level	High School Level	H.S. Diploma, GED or ATB test
Language	High School Level	H.S. Diploma, GED or ATB test
Writing Skills	High School Level	H.S. Diploma, GED or ATB test
Other (physical, etc.)	N/A	

Describe Additional Prerequisites: None

Enrollment Schedule: Open Enrollment

Address of Training Site(s): 455 E. Carson Plaza Dr., Carson CA 90746

EXHIBIT B

COMPETENCIES

Title of Training: **Certified Safety and Health Official**

Training Provider Name: Chabot/Los Positas Community College District in partnership w/ OSCA

Training Length: 208 hours or 10-14 weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing.**

***Student will be able to:**

Competency Minimum Score	Measurement	
1. OSHA DOL Safety Standards	Completion	C or Better
2. Ability to interpret Safety Regulations	Completion	C or Better
3. Ability to teach 10hr & 30hr OSHA card	Completion	C or Better
4. Manage Safety Projects	Completion	C or Better
5. Write Safety Plans	Completion	C or Better
6. Write IIPP for companies	Completion	C or Better
7. Become Competent Person on worksite	Completion	C or Better

EXHIBIT A
PROGRAM OUTLINE

Type of Training: Classroom and Hands On Training

Title of Training Program: Shoreline Construction Training Program

Training to be provided: Training Provider shall conduct occupational skill training of 320 hours in a classroom and construction project setting for WIA, Welfare-to-Work and other program eligible participants. Training Provider will ensure that individuals acquire the skills, knowledge, and abilities to perform a training related job as a/an Construction Worker. For which demand exceeds supply.

Minimum Entry Wage for Occupation: \$ /Hr. Average Entry Wage for Occupation \$ 11.00 /Hr

Maximum Total Cost Per Student **\$ 6,133.00**

Cost Breakdown		License Fee	\$
Tuition	\$6,133	Tools	\$
Registration	\$ 0	Testing Fee (identify)	\$
Books	\$ 0	License	\$
Supplies & Materials	\$ 0	Lab Fee	\$
Uniform(s) & Shoes	\$ 0	Externships Yes ____ No x	
Physical Exams	\$	No. of hours included with course	/hrs
Insurance	\$	No. of hours following completion of course	/hrs

Course Schedule (include class totals):

Day Class Hours: 8:00am to 4:00pm Days of Instruction: Mon-Fri Total Hrs: 320 total wks 6-8

Directory of Occupational Titles Code
(DOT Code):

Training –Related Jobs

1. Construction Worker

869.664-014

If proposed program is taught in language other than English, please identify N/A

EXHIBIT A (CONTINUED)

PROGRAM OUTLINE

THE FOLLOWING ENROLLMENT INFORMATION WILL APPLY:

Targeted Group: WIA, Welfare-to-Work and other program eligible individuals

Type of Referral: Individual

Targeted Industry: Construction

Targeted Occupation: Construction Worker

Describe below minimum prerequisites, skills, experiences, and abilities that a participant will need upon enrollment in order to successfully complete the training program(s). Describe how the applicant's proficiency in each prerequisite will be measured.

	PREREQUISITES	HOW MEASURED
Math Level	High School Level	H.S. Diploma, GED or ATB test
Math Level	High School Level	H.S. Diploma, GED or ATB test
Language	High School Level	H.S. Diploma, GED or ATB test
Writing Skills	High School Level	H.S. Diploma, GED or ATB test
Other (physical, etc.)	N/A	

Describe Additional Prerequisites: None

Enrollment Schedule: Open Enrollment

Address of Training Site(s): 7600 Dublin Blvd. Dublin CA 94568

2902 Fisk Lane, Redondo Beach, CA 90278

EXHIBIT B

COMPETENCIES

Title of Training: Shoreline Construction Training Program

Training Provider Name: Chabot/Los Positas Community College District in partnership w/ Shoreline Construction

Training Length: 320 hours or 40 days

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing.**

***Student will be able to:**

Competency	Measurement	Minimum Score
Read Blue Prints and Digital Plans	test	70%
Recognize and use hand & power tools	test	70%
Grading and Excavation	test	70%
Concrete Planning and Installation	test	70%
Metal and Wood Framing	test	70%
Welding	test	70%
Insulation and Vapor Barriers	test	70%
Roofing, Siding and Moisture Protection	test	70%
Window and Door installation	test	70%
Drywall	test	70%
Flooring	test	70%
Painting	test	70%
HVAC	test	70%
Calling in Permits	test	70%
Ordering Supplies	test	70%

EXHIBIT "C"
TRAINING PROVIDER'S REQUIRED DOCUMENTS

Training Provider agrees to provide South Bay Workforce Investment Area with the following documents. Enrollments will be withheld pending receipt, acceptance (and/or approval where indicated by asterisk) of these documents by Administrative Entity, the SBWIB, Inc, its Committees or SBWIB, Inc Legal Counsel.

ONE COPY OF EACH OF THE FOLLOWING AS NOTED: (South Bay Workforce Investment Area will check N/A if not applicable.)

N/A 1. **Current Certification(s)** by Bureau for Private Postsecondary Education (BPPE): Facility Curriculum Instructor In the event of any changes in facilities, curriculum, and/or instructor(s), or if renewals are required, Training Provider shall obtain BPPE certification for the changes and renewals and forward copies of same to SBWIB, Inc.

2. **Check type of organization:**

Public Private for Profit Corporation Partnership Proprietorship

Legal Status Documents:

N/A Articles of Incorporation with State of California Certification

N/A By-Laws of Corporation

N/A Fictitious Name Statement

N/A Business License

N/A Non-profit status letter from IRS [i.e. 501(c)(3)] for non-profit agencies (if applicable).

X Other: Training Provider Certification Form(s)/Contract Application

X 3. Program Orientation Packet

X 4. Grievance Procedures

X 5. Training Provider Policies, including, but not limited to absentee/lateness policy, Holiday schedule, disciplinary procedures.

OTHER DOCUMENTS:

Administrative and fiscal information:

X 1. Completed South Bay Workforce Investment Area Authorized Signature form listing names and signatures of those persons authorized to execute Agreements, contracts, modifications, fiscal statements and other documents for Training Provider.

X 2. Training Provider shall complete 504 accessibility survey forms prior to written authorization to enroll.

X 3. Statement of Business Ownership

Required Insurance Certificates:

X 1. General Liability Coverage with endorsements.*

X 2. Automobile Liability Coverage with endorsements.(if applicable)*

X 3. Public Entity Evidence of Self-Insurance (if applicable)*

X 4. Workers Compensation Coverage

*Endorsements must name the South Bay Workforce Investment Board, Inc (SBWIB, Inc), City of Inglewood, its officers, employees, and agents as additional insured.

EXHIBIT "D"
PROGRAM PLAN/PERFORMANCE STANDARDS

Training Provider Name: **Chabot-Las Positas Community College District**

Course Title(s) covered by this Exhibit:

- A. Certified Safety and Health Official
- B. OSCA Premier Safety Watch and Certificate Program
- C. OSCA Premier Safety Watch and Certificate Program (W/O HAZWOPER)
- D. Shoreline Construction Training Program

I. TRAINING PROVIDER RESPONSIBILITIES:

- A. Administer appropriate pre-tests where applicable.
- B. Provide reason(s) for rejection of applicants first to applicant, with a written summary of said reasons to appropriate referring entity(s).
- C. Insure that the number of participants in classroom training does not exceed State requirements for training or maximum room occupancy.
- D. Provide program orientation to every participant enrolled, with verification of such orientation signed by participant and maintained in each participant's file. Orientation shall include, but not be limited to: Student policies pertaining to disciplinary procedures, grievance procedures, notice of student rights, information on "how students are doing," holiday schedule and attendance requirements and procedures. Training Provider shall adhere to cancellation policy.
- E. Provide written grievance/complaint resolution and non-discrimination policies and procedures to applicants and participant with explanation of process. In addition to standard grievance/complaint resolution and non-discrimination procedures, handicapped participants shall also receive grievance/complaint resolution and non-discrimination policies and procedures applicable to handicapped persons. A document verifying receipt of these documents shall be signed and dated and maintained in participant file.
- F. Training Provider shall maintain and make available participant daily attendance records.
- G. Upon successful completion of the Program, Training Provider will provide participant with certificate of successful completion and competency achievement and maintain copies of completed and scored tests described in Exhibit "B" in participant files.
- H. Job Placement Activities: Training Provider shall provide placement services to WIA participants that are comparable to services provided to all other students of Training Provider.
- I. Termination other than Placement.
 - 1. Participant Decision:

If a participant chooses to drop out of the program an exit interview will be held, if possible, to document reason. Training Provider will advise SBWIB, Inc and appropriate referring entity(s) in writing within two (2) business days of learning of participant's decision.

2. Training Provider Decision:

If Training Provider determines that a participant can no longer benefit from the program, the Training Provider will:

- a. First notify appropriate referring entity(s).
- b. Conduct exit interview, providing information to participant in accessing other resources which may be available.

J. Participant Unallowable Activities and Costs:

Training Provider will comply with the following guidelines per JTPA Directive 86-6, July 2, 1986, or compensation may be disallowed:

1. Public Service Employment: No funds will be used under this contract for public service employment, subsidized employment with public and non-profit employers providing public services.
2. Sectarian Activities: The employment or training of participants in sectarian activities is prohibited.
3. Political Activities: No financial assistance may be provided for any program which involves political activities.
4. Maintenance of Effort:
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits).
 - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
 - d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
5. WIA funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
6. No funds provided under WIA may be used for contributions on behalf of any participant to retirement systems or plans.
7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this Act.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by Training Providers or subcontractors, when working in construction

which is assisted under the Act and which is related to a building used for WIA programs.

9. Funds provided under this Act shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
 10. No funds may be used to assist in relocating establishments, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.
 11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the service delivery area's performance goals.
- N. Training Provider offering access to federal and/or state education assistance grants shall provide SBWIB with a list of WIA participants who are receiving financial aid through one or more Education Assistance Programs (including WIA participants for whom ADA funds were re-ceived) and shall reimburse the SBWIB, Inc for funds which were used to pay training costs for participants who received financial aid after training began.

II. TRAINING PROVIDER PERFORMANCE

Evaluation Standards:

Training Provider will be evaluated quarterly on all activities conducted under this agreement from July 1st through June 30th. Activity(s) not completed in the program year in which the enrollment occurred will be carried over and evaluated in the following program year or the program year in which the completion occurs. Evaluation of Training Provider performance may include, but not be limited to the following:

- 1) Training-related placement rate at termination shall be: 70%

	<u>Occupation</u>	<u>Rate</u>
a.	Certified Safety and Health Official	70%
b.	OSCA Premier Safety Watch and Certificate Program	70%
c.	OSCA Premier Safety Watch and Certificate Program (No HAZWOPER)	70%
d.	Shoreline Construction Training Program	70%

- 2) Follow-up Entered Employment Rate: The follow-up entered employment rate is the total number of participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training)

divided by the total number of participants terminated at thirteen weeks (91 days).

The follow-up training-related entered employment rate shall be no less than: 70%

- 3) Total Weekly Earnings at Follow-up: Total weekly earnings for all participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training) divided by the total number of participants employed at thirteen weeks (91 days). Training-related wage rates at placement and at 91 day follow-up shall be no less than:

	<u>Occupation</u>	<u>Minimum</u>	<u>Average</u>
a.	Certified Safety and Health Official	\$15.00	\$35.00
b.	OSCA Premier Safety Watch and Certificate Program	\$13.00	\$15.00
c.	OSCA Premier Safety Watch and Certificate Program (W/O HAZWOPER)	\$13.00	\$15.00
d.	Shoreline Construction Training Program	\$11.00	\$15.00

- 4) Contract Compliance Capability: Service Provider ability to comply with contract requirements.

- 5) Contract Administration: Administration of Program, including but not limited to:
- a. Documentation
 - b. Participant Records
 - c. Prompt and accurate invoicing
 - d. Cooperation

- 6) Training Provider's Fiscal Accountability:
Training Provider shall be monitored for compliance with financial management requirements to ensure that WIA assets are safeguarded against loss from unauthorized use or disposition. Furthermore, Training Provider shall be required to comply with all applicable California State Tuition Refund Policies.

III. UNDERSTANDINGS

- A. Training Provider understands that this Agreement is a tuition reimbursement contract.
- B. Training Provider agrees that job placement for participants accepted into training program shall be a primary responsibility of Training Provider, including job identification, job solicitation and job development.

- C. Training Provider understands that once a participant is enrolled and costs have been incurred, responsibility for participant's training and placement is assumed.
- D. Training Provider understands that SBWIB, Inc, Administrative Entity, and its agents are charged with tracking and reporting on compliance and performance of all Agreements to the South Bay Workforce Investment Area and/or designated committees. SBWIB, Inc, Administrative Entity, and its agents are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Training Provider understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Training Provider understands that on-site monitoring conducted by SBWIB, Inc, Administrative Entity and/or its agents, shall include a review of the financial assistance awards list to find WIA enrollees and to identify possible WIA training fund over-payments in order to recover funds from training institution that received education assistance program funds on behalf of WIA participants.
- G. Training Provider understands that all costs paid out for a participant who is enrolled without written authorization from SBWIB, Inc prior to enrollment shall be the sole responsibility of the Training Provider. In the event of any disallowed costs, the South Bay Workforce Investment Area will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed or use any other repayment method identified in the South Bay Workforce Investment Area debt collection policy.
- H. The conduct of the parties to this agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,
 - 1. During the performance of this Agreement, the Training Provider, Sub-grantee and its sub-contractees shall not deny the Sub-grants benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Sub-grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - 2. Training Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Sub-grant.
- I. Training Provider will administer its programs under the Workforce Investment Act in full compliance with safe-guards against fraud, abuse and criminal activity as set forth in WIA Regulations. Training Provider's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by

staff or program participants and report all such instances to the administrative entity within 24 hours of discovery in accordance with requirements and procedures contained in WIA Regulations. Training Provider shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

- J. Training Provider shall provide training in a classroom environment setting that does not depict religious artifacts, signs, drawings, etc. where participant may be influenced or distracted during the course of normal business operation hours.