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AMENDMENT NO. 1 TO AGREEMENT NO. 13-W040

THIS AGREEMENT is made and entered into this 19th day of June 2014 by and between the South Bay Workforce Investment Board, Inc., a non-profit public benefit corporation, on behalf of the City of Inglewood, hereinafter referred to as the "SBWIB, Inc." and Chabot-Las Positas Community College District, hereinafter referred to as "Training Provider."

WHEREAS, on or about December 18, 2012 the City of Hawthorne was replaced as Administrative Entity for the SBWIA and succeeded by the City of Inglewood; and

WHEREAS, on March 15, 2013, the parties hereto have previously entered into Agreement No. 13-W040 to provide Classroom Training Individual Referral services under the Federal Workforce Investment Act of 1998 (WIA), Welfare - to- Work and other eligible grant participants; and

WHEREAS, SBWIB, Inc., is the designated administrator on behalf of the City of Inglewood, which is the Administrative Entity for the South Bay Workforce Investment Area (SBWIA) ; and

WHEREAS, Training Provider is proposing to add the following new programs:

Advanced Safety Attendant Certificate 1, \$7,500, 280 hrs / 10 wks;

Advanced Safety Attendant/Hydro Tech Certificate \$6,985, 240 hrs / 8 wks; 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 these premises, recitals and the mutual obligations provided herein, the parties hereto agree as follows:

1. Section I: NO CHANGE

2. Section II shall be revised to read as follows:

C.v. Advanced Safety Certificate Program (280 hrs / 8-10wks).

1 In no case can the total amount of expenditure by SBWIB, Inc., under this agreement
2 exceed the sum of **\$7,500.00** for tuition, books, materials, testing and license and
3 registration fees per participant trained in the training related occupations of Safety
4 Attendant/Laborer/Craft Helper/Bottle Tech in accordance with Exhibits "A" and "B".

5 **C.vi. Advanced Safety Hydro Technician Certificate Program (240 hrs /6-8**
6 **wks).**

7 In no case can the total amount of expenditure by SBWIB, Inc., under this
8 agreement exceed the sum of **\$6,985.00** for tuition, books, materials, testing, license
9 and registration fees per participant trained in the training related occupations of
10 Hydro Blast Technician, in accordance with Exhibits "A" and "B".

11 3. Section III – XIII: NO CHANGE

12 XIV – NOTICES

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

17 SBWIB, Inc.
18 South Bay Workforce Investment Board, Inc.
11539 Hawthorne Blvd., Suite 500
19 Hawthorne, California 91731
Contact: Contract Administration
20 Phone: 310-970-7700
FAX: 310-970-7714

21 Training Provider
22 Chabot-Las Positas Community College District
7600 Dublin Blvd. Suite 102A
23 Dublin, CA 94568
Contact: Jason Vogel
24 Phone: 562-714-4377
Fax: 562-624-2724

25 4. Sections XV: NO CHANGE

26 5. Section XVI – ENTIRE AGREEMENT

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1 Except as otherwise specifically amended herein, all terms and conditions of Agreement
13-W040, shall remain in full force and effect.

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

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Training Provider

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5 By: Chabot- Las Positas Community College District

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Signature: _____

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Name: Lorenzo S. Legaspi

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Title: Vice _____ Chancellor, _____ Business
Services _____

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SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

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Chief Executive Officer

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APPROVED AS TO FORM:

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Jack Ballas Attorney-at Law

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EXHIBITS

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1. **EXHIBIT "A" -- PROGRAM OUTLINE -- NO CHANGE**
2. **EXHIBIT "B" -- COMPLETION COMPETENCIES -- NO CHANGE**
3. **EXHIBIT "C" -- TRAINING PROVIDER REQUIRED DOCUMENTS -- NO CHANGE**
4. **EXHIBIT "D" -- PROGRAM PLAN/PERFORMANCE- ADDITIONAL COURSES ADDED**
5. **EXHIBIT "E" -- STATEMENT OF BUSINESS OWNERSHIP - NO CHANGE**

ATTACHMENTS:

- i **Training Provider Authorized Signature Page -- NO CHANGE**
- ii **Itemized Cost Listing -- NO CHANGE**
- iii **Bidder Information Sheet -- NO CHANGE**

PROGRAM PLAN/PERFORMANCE STANDARDS

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TRAINING PROVIDER Name: Chabot-Las Positas Community College District

Course Title(s) covered by this Exhibit:

- 1) **Advanced Safety Certificate Program**
- 2) **Advanced Safety Hydro Technician Certificate 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 State required five (5) day cancellation policy requirements.
- E. Provide written grievance/complaint resolution and nondiscrimination 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. 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:
 - 1. 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 Workforce Investment Act (WIA) 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 vendors 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.

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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.

K. Training Provider offering access to federal and/or state education assistance grants shall provide Training Provider 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 received) 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:

A. Training-related placement rate at termination shall be: 70%

<u>Occupation</u>	<u>Rate</u>
1. Safety Attendant/Laborer/Craft Helper/Bottle Technician	70%
2. Hydro Blast Technician	70%

B. 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%

C. 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>
1. Safety Attendant/Laborer/Craft Helper/Bottle Technician	\$12.00	\$14.00
2. Hydro Blast Technician	\$12.00	\$14.00

- 1 D. Contract Compliance Capability: Service Provider ability to comply with contract requirements.
- 2 E. Contract Administration: Administration of Program, including but not limited to:
- 3 a. Documentation
- 4 b. Participant Records
- 5 c. Prompt and accurate invoicing
- 6 d. Cooperation
- 7 F. Training Provider's Fiscal Accountability:
- 8 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.

9 **III. UNDERSTANDINGS**

- 10 A. Training Provider understands that this Agreement is a tuition reimbursement contract.
- 11 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.
- 12 C. Training Provider understands that once a participant is enrolled and costs have been incurred, responsibility for participant's training and placement is assumed.
- 13 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.
- 14 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.
- 15 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.
- 16 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.

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- 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-contractee 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.
 - 1. Training Provider will administer its programs under the Workforce Investment Act in full compliance with safeguards 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 environmental 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.