

ETP Training Agreement

Small Business ≤ 100 Employees

Term: --/--/-- to --/--
Approved Amount:
Employer Contribution:
Agreement No.: ET

This ETP Training Agreement (Agreement) is entered into between the Employment Training Panel (ETP) and XYZ Company, a California corporation located in Sacramento, California (Contractor) for the term set forth above.

This Agreement sets forth the terms and conditions of training cost reimbursement that will be made to Contractor by ETP. The terms and conditions appear in Sections 1 - 3 and Exhibits A and B, which are attached and hereby incorporated-by-reference as part of this Agreement.

- Section 1: Performance Standards
- Section 2: Payment Standards
- Section 3: General Standards
- Exhibit A: Chart 1
- Exhibit B: Menu Curriculum

Training Project Profile: Retrainee

By signature of the authorized representatives shown below, Contractor and ETP agree to the terms and conditions set forth herein, with reference to the "ETP Agreement: Definition of Terms." (See Section 3.1, Party Intent.)

Contractor:

ETP:

Signature/Date

Signature/Date

Printed Name and Title

Brian McMahon, Executive Director
Printed Name and Title

Section 1: Performance Standards

- 1.1 Approved Amount. ETP will reimburse Contractor for a maximum of \$000 in training costs, including administration.
- 1.2 Reimbursement Rate. Contractor will only be reimbursed at an hourly rate, payable on a cost-per-trainee basis. The rate is \$22 per hour for Classroom/Laboratory training, Advanced Technology (AT).
- 1.3 Wages. All trainees must earn at least the Post-Retention Wage identified below for the county or region in which trainees are employed. Health benefits (employer share-of-cost for medical, dental and vision care) of up to \$1.25 per hour may be included in the wages.

Job Number: 1 Job Description: Retrainee

Trainees must earn at least \$15.16 per hour in Sacramento County.

- 1.4 Retention. All trainees must be employed by the Contractor on a permanent full-time basis for 90 consecutive days throughout the employment Retention period for a given Job Number, as shown in the Exhibit A: Chart 1. For purposes of Retention “full-time” means at least 35 hours a week. All trainees must complete Retention within the term of this Agreement.

Retention is at least 90 consecutive days full-time with one employer. Full-time employment means 35 hours per week.

- 1.5 Hours of Training. Trainees may receive any number of hours within the minimum and maximum range as identified in Exhibit A: Chart 1 “Range of Hours”.
- 1.6 Rosters. Trainees, trainers and supervisors must document attendance at each training session in the form and manner required by ETP.
- 1.7 Tracking. Contractor must use the ETP Internet Class/Lab Tracking System for the purpose of documenting attendance and completion of training. Contractor must upload/enter this data within 90 days of the date of training delivery.
- 1.8 Trainee Enrollment. A trainee is deemed “enrolled” upon his or her registration with ETP. Contractor must submit a valid Social Security Number (SSN) and demographic information to ETP for each trainee as a condition of enrollment. The SSN and demographic information must be submitted on-line as prescribed by ETP.
- 1.9 Confidentiality. ETP will maintain all SSNs and demographic information in confidence using administrative, technical and physical safeguards. ETP will only use SSNs to verify wage and employment data. ETP will only use the demographic information to compile training statistics in the aggregate.
- 1.10 Responsibility. Contractor is directly responsible for the administration and delivery of all training.
- 1.11 Menu Curriculum. ETP will only fund the types of training listed for a given Job Number under Exhibit B: Menu Curriculum.

1.12 Training Ratio. The trainer-to-trainee ratio must not exceed 1:20 in a given Class/Lab course and 1:10 for AT.

1.13 Trainee Eligibility. To be eligible for training under this Agreement, the trainees must meet the requirements of Unemployment Insurance Code Section 10201(c).

The owner(s) will be eligible if at least one employee also participates in training. For this purpose, ownership means a 20% or greater financial investment and direct involvement in the business.

1.14 Occupations. Training shall be funded only for trainees working in the occupations approved by the Panel for each Job Number, as shown in Exhibit A, Chart 1.

1.15 Mandatory Training. Contractor represents that all training funded by ETP is for vocational skills that are necessary for the effective performance of the trainee's job duties. Contractor understands that such training is not "voluntary" within the meaning of state and federal wage orders.

1.16 In-Kind Contribution. Contractor represents that it shall contribute at least \$00 in training or related costs associated with this Agreement.

1.17 Limitation on Production Training. Laboratory training that requires trainees to produce goods or deliver services for profit by the Employer must not exceed 10% of the overall Class/Lab training hours. This limitation does not apply to training identified as Productive Lab in Exhibit B, Menu Curriculum.

1.18 Modifications. The parties agree that 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. The terms and conditions subject to modification are restricted to the following:

- a. Add or delete a Job Number;
- b. Expand or reduce the Estimated Number of Trainees in a Job Number;
- c. Change the Occupations for trainees in a Job Number;
- d. Redistribute the Estimated Number of Trainees/funding between Job Numbers;
- e. Add to or delete training courses identified in the Exhibit B, Menu Curriculum;
- f. Change or extend the term dates;
- g. Revise range of hours so long as there is no change to the per-trainee cap on hours;
- h. Add health benefits to wages or change the amount of health benefits to be included in wages.

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

Section 2: Payment Standards

- 2.1 **Schedule of Payment.** Reimbursement will be in up to three stages of Payments. All reimbursement must be invoiced, and will be paid, on a per-trainee basis. The total payments must be reconciled for all trainees taken as a whole, at the time of Fiscal Closeout. (See Exhibit A: Chart 1).
- 2.2 **Payments.** A trainee must be enrolled and must have completed at least 8 hours of training before any payment will be made. Payments may be made in three stages on a per-trainee basis, by Job Number.
- a. The first Progress Payment (P1) will be up to 25% of the Average-Cost-per Trainee, payable upon enrollment and after the first eight hours of training.
 - b. The second Progress Payment (P2) will be paid upon completion of all training hours. Progress Payment (P1) and (P2) combined will be approximately 75% of the Actual Cost per trainee within the range of training hours specified in Chart 1 for each Job Number.

Invoicing (P2) signifies that each trainee has completed all the training hours that will qualify for final reimbursement. Trainees invoiced for (P2) will be deemed to have entered into the retention period applicable to the Job Number in which originally enrolled, and may only participate in additional training under a different Job Number.
 - c. 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) by trainees who met the retention and post-retention requirements, and as reconciled with the Progress Payments made to all trainees.
- 2.3 **Invoicing.** Contractor must submit timely and accurate invoices for the Progress Payments and Final Payment in the manner and form specified by ETP. The Fiscal Closeout invoice should be submitted to ETP no later than 30 days after the term of this Agreement has ended.
- 2.4 **Overpayment.** The Progress Payments and Final Payment are not earned until all Conditions of Reimbursement have been satisfied. Contractor must promptly repay ETP for any overpayments 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.
- 2.5 **Suspend Payment.** ETP may, at its discretion, suspend any payment if it appears Contractor cannot comply with any Condition of Reimbursement or other requirement under this Agreement. ETP shall give Contractor written notice of the suspension and provide a reasonable opportunity for correction.
- 2.6 **Variable Reimbursement.** The reimbursement under this Agreement varies in accordance with the actual number of training hours completed and number of trainees retained, as long as reimbursement within each Job Number does not exceed the "Job Max Total Amount" shown in Exhibit A: Chart 1.

Section 3: General Standards

- 3.1 **Party Intent.** In the event of an ambiguity, the intent of the parties shall be construed in accordance with the ETP 130 and open-meeting discussions at the time the training proposal was considered by the Panel. The “ETP Agreement: Definition of Terms” set forth in the ETP Contractor’s Guide, as in effect at the time this Agreement is signed, shall govern the meaning of terms and phrases used throughout this Agreement. (This is a link to the definitions within the Contractor’s Guide: <http://www.etp.ca.gov/docs/guide-mec.pdf#page=8>).
- 3.2 **Audits.** ETP has the right, during normal business hours, to examine or audit any and all records, papers and documents related to the delivery of services, including accounting source payroll documents, under this Agreement to the extent ETP deems necessary. This right extends for four years from termination of this Agreement. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), and may utilize statistical sampling.
- 3.3 **Charges to Trainees.** Contractor understands that it cannot charge tuition, fees, or costs to trainees for training funded under this Agreement without prior written approval by the Executive Director of ETP.
- 3.4 **Observation.** ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement with or without the presence of the owner or any other Contractor representative. In particular, ETP has the right to interview trainees, trainers and administrative personnel.
- 3.5 **Recordkeeping.** Contractor agrees to maintain all rosters, records and other writings that pertain to the delivery of services under this Agreement for a period of no less than four years from termination of this Agreement, or three years from Fiscal Closeout, whichever is later.
- 3.6 **Subcontractor Identification.** Contractor must identify all subcontractors as they become known, prior to and during the term of this Agreement, in the form and manner prescribed by ETP. In doing so, Contractor must provide at least the following information: business name and address; contact person name, title, address, phone and email; description of services to be provided, and fees or rate payable. If there is a written subcontract for administrative services in connection with this Agreement, Contractor must provide a copy to ETP for review and approval, upon request. Administrative services cannot exceed 13% of payment earned. (See Section 1.2)
- 3.7 **Out-of-State Training.** Contractor will not be reimbursed for the cost of training delivered out-of-state without prior written approval by ETP.
- 3.8 **Governing Law.** This Agreement shall be governed by the laws of the State of California. Contractor shall comply with all applicable federal, state and local laws.
- 3.9 **Forum State.** The parties agree that any legal action arising under this Agreement, including mediation or arbitration, shall take place in Sacramento, California.
- 3.10 **Entire Agreement.** This is the entire agreement between the parties and it supersedes any other understanding or writing made between them related to this Agreement.

- 3.11 Amendment. This Agreement may only be amended in writing signed by both parties, but for non-substantive amendments made at the discretion of ETP, or made as a Modification in accordance with Section 1.18. There can be no substantive amendments after the termination date of this Agreement.
- 3.12 Survival. The Audits, Recordkeeping and Governing Law provisions of this Agreement shall survive its termination.
- 3.13 Termination. Either party may terminate this Agreement without cause by serving at least 30 days' advance written Notice on the other party. However, ETP may terminate this Agreement immediately for cause.
- 3.14 Release from Liability. Contractor hereby releases ETP from liability for any claims, liabilities, losses, damages, costs or expenses (including attorney's fees) that arise from or are related to this Agreement.
- 3.15 Nondiscrimination. Contractor is an equal opportunity employer, and shall remain compliant with all state and federal laws pertaining to fair employment practices during the performance of this Agreement.
- 3.16 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 office as appropriate to the subject matter. All notices to Contractor must be addressed to the following authorized representative:

Name/Title

Street Address

City, State Zip

Phone Number

Fax Number

Email Address

Exhibit B: Menu Curriculum

Class/Lab Hours

00-000 Trainees may receive any of the following:

Use as needed:

Literacy Training cannot exceed 45% of total training hours per-trainee
Safety Training will be limited to 10% of total training hours per-trainee

CBT Hours

00-000

Show standard number of hours for each CBT course in parentheses.

AT Hours

00-000

Only include methods of delivery approved in the ETP 130, in this Menu Curriculum.

Note: Reimbursement for retraining is capped at 60 total hours per-trainee, regardless of method of delivery. **Delete the following sentence if CBT is not identified on Exhibit B:** CBT is capped at 50% of total training hours, per-trainee.