

**B Y L A W S
O F**

NALCTP Corp.

A CALIFORNIA NON PROFIT CORPORATION

Article I

OFFICES

Section 1. **PRINCIPAL EXECUTIVE OFFICE.** The principal executive office of the corporation shall be located at 225 South Lake Ave. Suite 200, Pasadena, CA 91101. Correspondence to the corporation shall be through the address of the principal executive office of the corporation, or such place as the board of directors shall from time to time determine.

Section 2. **OTHER OFFICES.** Other offices may at any time be established by the board of directors or the president at any place or places where the corporation is qualified to do business.

Article II

MEMBERS

Section 1. The corporation does not have members. All actions and decisions are made by the Directors of the corporation.

Article III

DIRECTORS

Section 1. **POWERS.** Subject to the General Corporation Law and any limitations in the articles of incorporation relating to action requiring director approval, which for this corporation shall be deemed to be the approval of the directors, and subject to the duties of directors as prescribed by the bylaws, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Section 2. **NUMBER AND QUALIFICATIONS OF DIRECTORS.** There shall be five (5) authorized directors. The directors shall each have one vote on issues presented before the board of directors. The directors may, by majority vote, increase or decrease the number of directors at any duly held meeting of the directors of the corporation. Directors do not need to be residents of the State of California.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of the corporation, but if any such annual meeting is not held or the directors are not elected at any annual meeting, the directors may be elected at any special meeting of directors held for that purpose, or at the next annual meeting held thereafter. Each director shall hold office at the pleasure of the corporation for a term of three (3) years and until a successor has been elected and qualified or until the earlier resignation or removal. At the completion of their terms of office, directors can be re-elected to serve additional three (3) year terms. There is no limit as to the number of terms a director can serve.

Section 4. RESIGNATION AND REMOVAL OF DIRECTORS. Any director may resign effective upon giving written notice to the president, the secretary or treasurer of the board of directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation, in which case such resignation shall be effective at the time specified. Unless such resignation specifies otherwise, its acceptance by the corporation shall not be necessary to make it effective. The board of directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony. No reduction of the authorized number of directors shall have the effect of removing any director before his term of office expires.

Section 5. VACANCIES. Vacancies on the board of directors may be filled by presidential appointment, and each director appointed in this manner shall hold office until the next scheduled meeting of the corporation and until a successor has been elected and qualified or until his earlier resignation or removal or his office has been declared vacant in the manner provided in these bylaws. A vacancy or vacancies on the board of directors shall exist on the death, resignation or removal of any director, or if the board declares vacant the office of a director if he is declared of unsound mind by an order of court or is convicted of a felony, or if the authorized number of directors is increased, or if the board of directors fail to elect the full authorized number of directors to be voted for at any meeting at which an election of directors is held. If the resignation of a director states that it is to be effective at a future time, a successor may be appointed by the president to take office when the resignation becomes effective. Removal of a director from office shall be enacted by an affirmative vote of not less than two-thirds of the remaining directors.

Section 6. PLACE OF MEETINGS. Regular and special meetings of the board of directors shall be held at any place within or without the State of California which has been designated in the notice or written waiver of notice of the meeting, or, if not stated in the notice or waiver of notice or there is no notice, designated by resolution of the board of directors or, either before or after the meeting, consented to in writing by all members of the board who were not present at the meeting. If the place of a regular or special meeting is not designated in the notice or waiver of notice or fixed by a resolution of the board or consented to in writing by all members of the board not present at the meeting, it shall be held at the corporation's principal executive office.

Section 7. REGULAR MEETINGS. Immediately following each annual meeting of the corporation, the board of directors shall hold a regular meeting to elect officers and transact other business as required. Such meeting shall be held at the same place as the annual meeting or such other place as shall be fixed by the board of directors. Other regular meetings of the board of directors shall be held at such times and places as are fixed by the board. Call and notice of regular meetings of the board of directors shall be issued and given by the secretary/treasurer.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary or treasurer, any assistant secretary or any three directors. Notice of the time and place of special meetings shall be delivered personally or by telephone, telegraph or fax or sent to the director by mail. In case notice is given by mail or telegram, it shall be sent, charges prepaid, addressed to the director at his address appearing on the corporate records, or if it is not on these records or is not readily ascertainable, at the place where the meetings of the directors are regularly held. If notice is delivered personally or given by telephone or telegraph, it shall be given or delivered to the telegraph office at least 48 hours before the meeting. If notice is mailed, it shall be deposited in the United States mail at least four days before the meeting. Such mailing, telegraphing or delivery, personally or by telephone, as provided in this Section, shall be due, legal and personal notice to such director.

Section 9. QUORUM. A majority of the authorized number of directors shall constitute a quorum of the board for the transaction of business, except to adjourn a meeting under Section 11. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board of directors, unless the vote of a greater number or the same number after disqualifying one or more directors from voting, is required by law, the articles of incorporation or these bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, provided that any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. WAIVER OF NOTICE OR CONSENT. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the directors not present or who, though present, has prior to the meeting or at its commencement, protested the lack of proper notice to him, signs a written waiver of notice, or a consent to holding the meeting, or an approval of the minutes of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the board of directors. Notice of a meeting need not be given to any director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior to or at its commencement, the lack of notice to such director.

Section 11. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of the adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 12. MEETINGS BY CONFERENCE TELEPHONE. Members of the board of directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation by directors in a meeting in the manner provided in this Section constitutes presence in person at such meeting.

Section 13. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 14. FEES AND COMPENSATION. Directors and members of committees shall not receive compensation for their services unless these payments are fixed by resolution of the board. Directors and members of committees may receive reimbursement for their actual and reasonable expenses incurred as directors and members of committees as approved by the board.

Section 15. COMMITTEES. The board of directors may, at its discretion, by resolution adopt by a majority of the authorized number of directors, designate one or more committees, each of which shall be composed of two or more directors to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The board may delegate to any such committee, to the extent provided in such resolution, any of the board's powers and authority in the management of the corporation's business and affairs, except with respect to:

- (a) the approval of any action for which the General Corporation Law or the articles of incorporation also requires approval by a majority of the directors;
- (b) the filling of vacancies on the board of directors by any committee;
- (c) the fixing of compensation of directors for serving on the board or on any committee;
- (d) the amendment or repeal of bylaws or the adoption of new bylaws;

(e) the amendment or repeal of any resolution of the board which by its express terms is not so amendable or repealable; and

(f) the appointment of other committees of the board or the members thereof.

The board may prescribe appropriate rules, not inconsistent with these bylaws, by which proceedings of any such committee shall be conducted. The provisions of these bylaws relating to the calling of meetings of the board, notice of meetings of the board and waiver of such notice, adjournments of meetings of the board, written consents to board meetings and approval of minutes, action by the board by consent in writing without a meeting, the place of holding such meetings, meetings by conference telephone or similar communications equipment, the quorum for such meetings, the vote required at such meetings and the withdrawal of directors after commencement of a meeting shall apply to committees of the board and action by such committees. In addition, any member of the committee designated by the board as the chairman or as secretary of the committee or any two members of a committee may call meetings of the committee. Regular meetings of any committee may be held without notice if the time and place of such meetings are fixed by the board of directors or the committee.

Article IV

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary and a treasurer. The corporation may also have, at the discretion of the board of directors, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article IV. Any two or more offices may be held by the same person.

Section 2. ELECTIONS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV, shall be chosen annually by the board of directors, and each such officer shall serve at the pleasure of the board of directors until the regular meeting of the board of directors following the annual meeting of the corporation and until his successor is elected and qualified or until his earlier resignation or removal.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed with or without cause by a majority vote of the board of directors. Any officer may resign at any time upon written notice to the corporation (without prejudgment however, to the rights, if any, of the corporation under any contract to which the officer is a party). Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. If the resignation is effective at a future time, a successor may be appointed by the president to take office when the resignation becomes effective. Unless a resignation specifies otherwise, its acceptance by the corporation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in a manner prescribed in the bylaws for regular appointments to the office.

Section 6. PRESIDENT. The president shall be the corporation's general manager and chief executive officer and shall, subject to the control of the board of directors, have general supervision, direction and control of the business, affairs and officers of the corporation. Unless otherwise determined by the board of directors, he shall preside as chairman at all meetings of the corporation, and at all meetings of the board of directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation; shall have any other powers and duties that are prescribed by the board of directors or the bylaws; and shall be primarily responsible for carrying out all orders and resolutions of the board of directors.

In the absence or disability of the president, the officer designated by the board of directors, or if there has been no such designation, the officer designated by the president, shall perform all the duties of the president until the president is capable of resuming his duties, and when so acting, shall have all the powers of, and be subject to all the restrictions on the president. Each officer shall have any of the powers and perform any other duties that from time to time may be prescribed for him by the board of directors or the bylaws or the president.

Section 7. SECRETARY The secretary shall keep or cause to be kept a book of minutes of all meetings and actions by written consent of all directors and committees of the board of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine whether the meeting was held in accordance with law and these bylaws and the actions taken thereat. The secretary shall keep or cause to be kept at the corporation's principal executive office a record of the directors of the corporation, giving the names and addresses of all directors. The secretary shall give, or cause to be given, notice of all meetings of the corporation, directors and committees required to be given under these bylaws or by law, shall keep or cause the keeping of the corporate seal in safe custody and shall have any other powers and perform any other duties that are prescribed by the board of directors or the bylaws or the president. If the secretary refuses or fails to give notice of any meeting lawfully called, any other officer of the corporation may give notice of such meeting. The assistant secretary, or if there be more than one, any assistant secretary, may

perform any or all of the duties and exercise any or all of the powers of the secretary unless prohibited from doing so by the board of directors, the president or the secretary, and shall have such other powers and perform any other duties as are prescribed for him by the board of directors or the president.

Section 8. TREASURER shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account. The treasurer shall cause all money and other valuables in the name and to the credit of the corporation to be deposited at the depositories designated by the board of directors or any person authorized by the board of directors to designate such depositories. He shall render to the president and board of directors, when either of them request it, an account of all his transactions as treasurer and of the financial condition of the corporation; and shall have any other powers and perform any other duties that are prescribed by the board of directors or the bylaws or the president. The assistant treasurer, or if there be more than one, any assistant treasurer, may perform any or all of the duties and exercise any or all of the powers of the treasurer unless prohibited from doing so by the board of directors, the president or the treasurer, and shall have such other powers and perform any other duties as are prescribed for him by the board of directors, the president or the treasurer.

Article V

MISCELLANEOUS

Section 1. INSPECTION OF CORPORATE RECORDS. The books of account, record of the corporation, and the minutes of proceedings of the directors and the board and committees of the board of this corporation shall be open to inspection upon the written demand on the corporation of any director at any time during usual business hours, for a purpose reasonably related to such holder's interests as a director. Such inspection by a director may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

(a) Except for the limitations contained in this subsection every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of this corporation and any subsidiary of this corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This absolute right does not extend to those materials considered to be "Trade Secrets" of the corporation. This includes, but is not limited to, data, instructions, procedures, materials, methods, techniques, drawings, processes, applications, testing materials and answers, or a list of actual or potential applicants, examinees, or certificants.

Section 2. CHECKS, DRAFTS, ETC. All checks, drafts of other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable

to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors. The board of directors may authorize one or more officers of the corporation to designate the person or persons authorized to sign such documents and the manner in which such documents shall be signed.

Section 3. ANNUAL AND OTHER REPORTS. The board of directors shall cause an annual report to be sent to the directors not later than 120 days after the close of the fiscal year and at least fifteen days prior to the annual meeting of the corporation to be held during the next fiscal year. Such report shall contain a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

The corporation shall, upon the written request of any director, mail to the director a copy of the last annual, semiannual or quarterly income statement which it has prepared and a balance sheet as of the end of the period.

The annual income statements and balance sheets referred to in this Section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Unless otherwise determined by the board of directors or the president, or the treasurer and any assistant treasurer are each authorized officers of the corporation to execute the certificate that the annual report and income statements and balance sheets referred to in this section were prepared without audit from the books and records of the corporation.

Section 4. CONTRACTS, ETC., HOW EXECUTED. The board of directors, except as the bylaws or articles of incorporation otherwise provide, may authorize any officer to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 5. INSPECTION OF BYLAWS. The corporation shall keep in its principal executive office in California, or if its principal executive office is not in California, at its principal business office in California, the original or a copy of the bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no office in California, it shall upon the written request of any director, furnish him a copy of the bylaws as amended to date.

Section 6. SEAL. The corporation may have a common seal, and may have inscribed thereon the name of the corporation, the date of its incorporation, and the fact that it is a CALIFORNIA mutual benefit corporation.

Section 7. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Corporation Law for nonprofit corporations shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "Person" includes a corporation as well as a natural person.

Section 8. NONPROFIT PURPOSE OF CORPORATION This corporation is organized and operated exclusively for professional certification purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code.

Section 9. LIMITATION ON CERTAIN ACTIVITIES OF CORPORATION. No substantial part of the activities of this corporation shall consist of carrying on propaganda, nor participating in or intervening in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Section 10. IRREVOCABLE DEDICATION OF PROPERTY TO NONPROFIT PURPOSES. The property of this corporation is irrevocably dedicated to nonprofit purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director or officer thereof or to the benefit of any private person.

Section 11. ANNUAL DISTRIBUTION OF INCOME. Notwithstanding any other provision of this instrument, the Board of Directors shall distribute its income for each taxable year at such time and in such manner as not to subject the corporation to tax under Section 4942 of the Internal Revenue Code.

Section 12. PROHIBITED ACTIVITIES. Notwithstanding any other provision of this instrument, the Board of Directors shall not: engage in any act of self-dealing as defined in subsection (d) of Section 4941 of the Internal Revenue Code; retain any excess business holding as defined in subsection (c) of Section 4943 of such code; make any investments in such manner as to subject such corporation to tax under Section 4944 of such code; or make any taxable expenditure as defined in subsection (d) of Section 4945 of such code.

Section 13. DISTRIBUTION OF ASSETS UPON DISSOLUTION. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively as a non profit mutual benefit corporation and which has established its tax exempt status under Section 501(c)(6) of the Internal Revenue Code.

Article VI

AMENDMENTS

Section 1. **POWER OF DIRECTORS.** New bylaws may be adopted or these bylaws may be amended or repeal by the affirmative vote of a majority of the directors entitled to vote, or by the written assent of directors entitled to vote, except as otherwise provided by law or by the articles of incorporation.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) that I am the duly elected and acting secretary of NALCTP Corp. a California non profit mutual benefit corporation; and

(2) That the foregoing bylaws, comprising 11 pages, constitute the bylaws of such corporation as duly adopted by action of the Incorporator on December 18, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 29th day of July, 2014.


Bernard M. Kotler, Secretary

FILED
Secretary of State
State of CaliforniaGAS
SLCARTICLES OF INCORPORATION
OF

1 pc DEC 03 2013

NALCTP Corp.

ONE: The name of this Corporation is:

NALCTP Corp.

TWO: This Corporation is a nonprofit **Mutual Benefit Corporation** organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

THREE: The name and address in the State of California of this corporation's initial agent for service of process is:

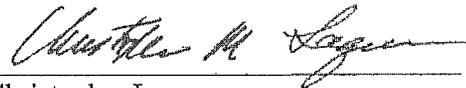
Christopher Laquer
225 South Lake Ave., Suite 200
Pasadena, California 91101

FOUR: The initial business and mailing address of the entity is:

225 South Lake Ave., Suite 200
Pasadena, California 91101

FIVE: Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

DATED: December 2, 2013



Christopher Laquer
Incorporator

Revised CALCTP Organizational Structure

- A. Organizational Structure:** The application must include a written description of the applicant's organization type, by-laws, and ownership structure. (Section 10-103-A, subd. (c)(1).) Energy Commission staff has indicated that this information should include contact information and executive staff names and positions.

The California Advanced Lighting Controls Training Program (CALCTP) was formed in 2008 as a non-profit industry-wide collaborative. In December of 2013, it was reorganized as NALCTP Corp., a California nonprofit mutual benefit corporation. NALCTP was formed in order to allow CALCTP's programs to be taken nationally. NALCTP's California operations continue to do business as CALCTP. As a California nonprofit mutual benefit corporation, NALCTP does not have an "owner" or shareholders. It is controlled by its Board of Directors who can be voted on or off by majority vote of the Board. The Board is made up of various industry stakeholders. In addition to the NALCTP board, a CALCTP advisory board of California-specific industry stakeholders reviews and provides guidance to the CALCTP-specific operations.

CALCTP Contact information:

California Advanced Lighting Controls Training Program (CALCTP)

C/O:

Mark Ouellette

ICF International

601 W. Fifth Street, Suite 900

Los Angeles, CA 90071

Email: info@calctp.org

Direct Email for Mark Ouellette: mark.ouellette@icfi.com

Phone: (877) 670-7910.

Key Executives, Staff & Board Members:

CALCTP Co-Chairs: Doug Avery & Bernie Kotlier

CALCTP Program Manager: Mark Ouellette, ICF International

CALCTP Advisory Board Members:

- Bernie Kotlier, Co-Chair, LMCC*
- Doug Avery, Co-Chair, Avery Energy Consulting*
- David Rivers, Southern California Edison*
- Robert Marcial, Pacific Gas & Electric*
- Yvonne "Bonnie" Moreno, San Diego Gas & Electric*
- Peter Davis, California Chancellor's Office of the Community College System*
- Michael Siminovitch, California Lighting Technology Center-UC Davis*
- Kostantinos Papamichael, California Lighting Technology Center-UC Davis*
- Connie Samla, Sacramento Municipal Utilities District*

NALCTP Corp. Board Members:

David Riley, PhD
Professor of Architectural Engineering
The Pennsylvania State University
University Park, PA

Daniel G. Salinas, LC, IES
Lighting Systems Designer
Nelson Electric, Inc.
Seattle, Washington

Shelley Keltner
Chief Executive Officer, LEED AP
PDE Total Energy Solutions
Santa Fe Springs, CA 90670

Bernard M. Kotlier
Executive Director, Energy Solutions
California LMCC
San Jose, CA

Douglas Avery
Retired, Southern California Edison
Manager, Advanced Lighting Controls

NALCTP Officers:

President: Douglas Avery
Secretary: Bernard M. Kotlier
Treasurer: Shelley Keltner

Role of ICF International:

ICF International ("ICF") is an independent entity that CALCTP has contracted with to perform certain management and independent oversight functions for CALCTP. ICF International does not have any ownership interest in CALCTP or any seat on CALCTP's Board.

ICF is a professional service firm that provides organizational support and oversight for companies, organizations and governmental entities around the world. Formed in 1969, ICF has more than 4,500 employees in 60 offices worldwide. ICF is incorporated in the state of Delaware.

ICF executive officers are:

*Chairman + Chief Executive Officer: Sudhakar Kesavan
President + Chief Operating Officer: John Wasson
Executive Vice President + Chief Financial Officer: James C. Morgan*

The ICF Senior Program Manager for the CALCTP program is Mark Ouellette.

More information on ICF's corporate governance, including its annual reports, can be found at:
<http://investor.icfi.com/phoenix.zhtml?c=201331&p=irol-reportsAnnual>

ICF's Code of Ethics and Corporate Governance Guidelines can be found here:
<http://investor.icfi.com/phoenix.zhtml?c=201331&p=irol-qovHighlights>

Attachment A
CALCTP-AT Handbook

Introduction to CALCTP Acceptance Testing

The California Advanced Lighting Controls Training Program (CALCTP) is a statewide nonprofit, public/private partnership initiative to increase the effectiveness, efficiency, convenience, and use of lighting controls in commercial, industrial, and institutional facilities.

In 2005, the Building Energy Efficiency Standards (California Code Regulations, Title 24, Part 6) required that specific equipment and controls installed in nonresidential buildings be tested according to California Energy Commission (CEC)-adopted “acceptance testing” protocols to demonstrate their proper installation before buildings can be approved for occupancy. However, studies and stakeholder comments provided to CEC indicate that acceptance testing occurring in the field is inadequate. According to the CEC, “Because of inconsistent levels of training, Field Technicians as a whole are not ensuring that the installed systems are delivering the energy efficiencies and monetary savings expected by building owners.”¹ To address this concern, the CEC enacted a new regulation in December 2012 which mandates that, once the CEC determines that the industry certification threshold has been met, lighting controls acceptance tests must be performed by technicians that are certified by an approved lighting controls acceptance test technician certification provider. This regulation becomes effective in January 2014.

In the 2012 regulation, CALCTP was pre-approved as an Interim Acceptance Technician Certification Provider (subject to certain conditions including submittal of an application for full approval). Individuals seeking to become California Advanced Lighting Controls Training Program-Acceptance Test (CALCTP-AT) Technicians or companies that want to be CALCTP-AT Employers must meet the prequalification requirements set forth by the 2012 regulations and established by the CALCTP Board of Directors; submit an application and agree to a code of ethics; pay all required fees; pass laboratory and hands-on exercises; and pass a final examination. CALCTP-AT Technicians must also agree to pay an annual maintenance fee; take and pass additional training when updates are made to acceptance test requirements; and comply with all other requirements for maintaining certification. CALCTP-AT Employers must agree to sign an audit agreement with CALCTP’s quality assurance third-party, ICF International, and pay all quality assurance fees, as applicable.

This CALCTP-AT Handbook (Handbook) contains information about CALCTP’s certification programs. It also provides guidance and policies for applying, achieving, and maintaining a personal certification from CALCTP. Finally, this Handbook also outlines the requirements for companies that want to become a CALCTP-AT Employer.

¹ California Energy Commission, “Nine-Point Criteria Analysis: Proposed Building Standards of the California Energy Commission Docket” available at:
http://www.energy.ca.gov/title24/2013standards/provider_cert/documents/final_rulemaking_documents/23_9_Point_Analysis_Acc-Testing_for_Publication.pdf

Attachment A
CALCTP-AT Handbook

CALCTP is committed to providing a certification program of quality and integrity for the professionals and public consumers it is designated to serve. In addition to guiding Candidates for certification through the application, examination, and maintenance procedures for each Certification, this Handbook contains policies regarding Candidate rights and the integrity of the CALCTP-AT credential.

Each individual CALCTP-AT Technician Applicant and CALCTP-AT Employer should read this Handbook thoroughly in preparation for applying for certification. This Handbook covers the entire application, course prerequisites and requirements, examination, certification, and recertification process.

Attachment A
CALCTP-AT Handbook

Overview

a. What is the Purpose of Certification

Certification is *a procedure by which an independent third party gives written assurances that a professional conforms to specified standards, usually by holding professionals in a specific field to a set of requirements that include demonstrating their ability by passing a written and/or practical examination.*

Certification assures the public, employers, and practitioners that a certified professional possess the skills and knowledge necessary to competently carry out the work processes of a specific field as outlined in the relevant Job Task Analysis. Certification also signifies that he/she is committed to continued professional training and education and adherence to ethical practices.

b. How Does Accreditation Work for Technicians?

The application process begins when a qualified individual submits an application and supporting information to CALCTP. Upon review and approval by CALCTP, the Candidate will be provided with admission papers to enroll in the CALCTP-AT Technician course. Upon successful completion of the course, the Applicant will be certified as a CALCTP Acceptance Test (CALCTP-AT) Technician and will be recognized as someone eligible to conduct this work in the State.

Applicants that meet and maintain conformance with the requirements of these policies and procedures will be designated as CALCTP-AT Technicians. All CALCTP-AT Technicians will agree to have their work randomly reviewed according to the CALCTP-AT Quality Assurance Program.

Submission requirements

CALCTP requires Applicants applying as CALCTP-AT Technicians to submit the following:

- 1) Completed application form
- 2) Supporting documentation for review and approval
- 3) Application and Records Maintenance Fee

Certification is valid for 1 year from the date of issuance. CALCTP-AT Technicians agree to pay an annual maintenance fee and take any continuing education courses identified by CALCTP. In addition, CALCTP-AT Technicians will be required to be retrained when CEC releases a new or revised Energy Efficiency Building Standards Code or outlines other changes to the program. CALCTP-AT Technicians will be recertified every time the Energy Efficiency Building Standard Codes is updated to meet the established requirements for continuing education and practice. CALCTP shall regularly review and update standards and requirements, as needed.

c. How Does Accreditation Work for Acceptance Test Employers?

The application process begins when an employer submits an accreditation application to CALCTP. Once all requirements have been met by the employer, the organization and CALCTP's third-party quality assurance auditors (ICF International) must enter into an audit agreement that defines the duties and responsibilities of each party. All companies seeking CALCTP-AT

Attachment A CALCTP-AT Handbook

Employer Accreditation are expected to conform to the terms of the Audit Agreement, in addition to complying with any applicable State regulations.

Companies meeting and maintaining conformance with the requirements of these policies and procedures will be designated as a CALCTP—AT Employers. All accredited companies or organizations must also agree to participate in the CALCTP Quality Assurance program, as their work will be evaluated by the CALCTP—AT Quality Assurance Program.

Please note, a company may form a separate legal business unit or a division and have that business unit accredited by CALCTP, in which case the separate business unit or division, and not the parent company, will be subject to the terms and conditions listed in this document. Parent companies or organizations not participating in CALCTP accreditation may not represent that they hold CALCTP accreditation.

Submission requirements

CALCTP requires companies applying for accreditation to submit the following:

- 1) Completed application form and copies of required verification documents, including proof of workers compensation insurance and comprehensive general liability insurance, copies of local business licenses for all offices that are registering to employ acceptance test technicians, and copies of applicant's Injury and Illness Prevention Program and Code of Safe Practices which meet the minimum requirements of Title 8 of the California Code of Regulations, sections 1509 and 3203.
- 2) Completion by at least one senior or mid-management official of CALCTP-AT Employer Course for one office companies; at least one mid- or senior-level official per office employing CALCTP-AT Technicians for companies with more than one office
- 3) Accreditation and Records Maintenance Fee
- 4) Audit Agreement with third-party quality assurance auditor, ICF International, outlining roles and responsibilities for the quality assurance program

Accreditation Timeframes

CALCTP-AT Employers are accredited by CALCTP-AT for 3 years. During this time period, a CALCTP-AT Employer can lose accreditation if it fails to follow the guidelines of the program established in this Handbook and the CALCTP Board determines that it is not meeting the requirements of the program, including, but not limited to, maintaining the ethics policy, quality programs, and required training and certification updates.

Renewal of Accreditation

Accredited companies shall demonstrate continued compliance to the CALCTP requirements to maintain their accredited status.

Essential Elements

- a. Accredited companies must remain in compliance with CALCTP's Quality Assurance Program requirements in order to qualify for renewal consideration.

Attachment A
CALCTP-AT Handbook

- b. Accredited companies must use only accredited CALCTP-AT Technicians to conduct acceptance tests.
- c. Accredited companies must report any change in operations that will have an impact on accreditation requirements.
- d. Accredited companies with more than one office must identify which offices are employing CALCTP-AT Technicians and affirm that at least one mid- or senior-level official per office employing CALCTP-AT Technicians has completed the CALCTP-AT Employer course.

CALCTP Accreditation Obligations

An accredited company shall

- 1) participate in the CALCTP Quality Assurance program;
- 2) submit all findings and forms to CALCTP administration within 48 hours of CALCTP-AT work completion;
- 3) follow applicable CALCTP Standards and protocols and record essential project information for all projects that require lighting control acceptance testing (These records shall be maintained for a period of 3 years and be accessible for review during CALCTP-AT quality assurance Review Process and, starting in 2015, will be part of the State required registry);
- 4) utilize internal quality controls in the conduct of its business operations to ensure consistent quality delivery and conformance to CALCTP Standards;
- 5) employ CALCTP-AT Technicians as described below;
- 6) only utilize CALCTP-AT Technicians for lighting control acceptance testing;
- 7) properly maintain all diagnostic equipment, including, but not limited to, an illuminance meter and a digital millimeter capable of reading current power;
- 8) comply with all applicable registration, insurance, licensing, bonding, and other State and local business or trade requirements;
- 9) provide records or financial data that substantiate CALCTP-related work to CALCTP upon request (all CALCTP-AT Technician-related work needs to be kept on file for a period of 3 years after work completion);
- 10) submit an application and pay the required application and records maintenance fee as well as the quality assurance fee.
- 11) maintain proof of registrations, licensing, and bonding that meets all State and local requirements
- 12) submit an application and pay the required application and records maintenance fee as well as the quality assurance fee.
- 13) maintain proof of registrations, licensing, and bonding that meets all State and local requirements
- 14) ensure that at least one mid- or senior-level official per office employing CALCTP-AT Technicians has completed the CALCTP-AT Employer course. Where a change in personnel in an office employing CALCTP-AT Technicians results in no official in that office having had completed the CALCTP-AT Employer course, an accredited company shall ensure that a replacement mid- or senior-level official in that office takes and completes the CALCTP-AT Employer course within 6 months.

Attachment A
CALCTP-AT Handbook

- 15) maintain an Injury and Illness Prevention Program and a Code of Safe Practices which meet the minimum requirements of 8 CCR §§ 1509 and 3203.
- 16) maintain Workers' Compensation Insurance coverage on either a self-insured basis, or provided through a commercial carrier, or the State Workers' Compensation Insurance Fund.
- 17) maintain a comprehensive general liability insurance policy with a policy limit of at least \$1,000,000.
- 18) inform CALCTP if its contractor's license (where applicable) or business license is suspended or revoked.
- 19) inform CALCTP if the employer, or any of its owners, officers or partners are found liable in a civil suit or found guilty in a criminal action for fraud, theft or any other acts of dishonesty.

Quality Assurance Program

All CALCTP accredited companies participate in CALCTP-AT Quality Assurance Program and receive feedback to help improve the delivery of services for their customers. To administer the CALCTP-AT Quality Assurance Program, the CALCTP Board has hired an independent third party, ICF International.

Conformance to CALCTP Standards

Companies accredited by CALCTP agree to abide by the terms and conditions contained in their Accreditation Agreement and to follow the testing procedures outlined in the CALCTP-AT Technician and CALCTP-AT Employer training.

CALCTP accredited companies maintain systems of quality controls governing their operations. These are the procedures a company puts in place that help the company ensure the delivery of quality services to the customer. These procedures include clearly established protocols and best practices for the work that is being done.

Employ CALCTP-AT Certified Technicians

CALCTP Accredited Companies agree to employ CALCTP-AT Technicians in sufficient quantity and designation for the scope of the business operation at each location sufficient to conduct testing to CALCTP standards and sign off on certificates of completion. CALCTP companies agree to use only CALCTP-accredited technicians for acceptance testing.

Subcontracting

A CALCTP-AT Employer shall have CALCTP-AT Technicians on staff who capable of analyzing, specifying, and overseeing projects and taking responsibility for the quality of the work in conformance with CALCTP-AT standards. If not enough available CALCTP-AT Technicians are on staff, a CALCTP-AT employer may subcontract with a licensed CALCTP-AT Technician. For quality assurance purposes, the certified Employer will be evaluated under CALCTP's Quality Assurance program and the CALCTP-AT Employer will be responsible for the work of the subcontracted

Attachment A
CALCTP-AT Handbook

CALCTP-AT Technician as if the work were being performed by its own employee. All subcontract work must conform to the terms outlined in the Handbook.

Equipment

CALCTP-AT Employers must ensure that they have the necessary serviceable, calibrated tools, equipment and instruments available for conducting acceptance testing work. CALCTP-AT employers are required to provide diagnostic equipment and instrument calibration records upon request. CALCTP does not mandate the purchase or ownership of any specific piece or brand or tool, equipment or instrument for accreditation. CALCTP will request and review an organization's tool and equipment inventory, including but not limited to an illuminance meter and a digital multimeter to determine whether the organization has the capability to be accredited for certain types of work based on the tools, equipment, and instruments in the inventory.

Proof of Registration, Licensing, Bonding, and Insurance

CALCTP-AT Employers shall continue to maintain proof of registrations, licensing, and bonding that meet all state and local requirements and shall provide such documentation to CALCTP upon request. Employer Applicants must have an Employer Identification Number and maintain applicable local business license(s) or business tax certificate(s) for all offices that employ acceptance test technicians. CALCTP-AT Employers shall continue to maintain proof of registrations, licensing, and bonding that meets all State and local requirements and provide documentation to CALCTP upon request. CALCTP-AT Employers must continue to carry appropriate liability insurance, as well as worker's compensation insurance in accordance with the State's specific requirements. Insurance documentation shall be provided to CALCTP upon request.

Proof of Compliance with Safe Practices Requirements

CALCTP-AT Employers shall maintain an Injury and Illness Prevention Program and a Code of Safe Practices which meet the minimum requirements of 8 CCR §§ 1509 and 3203, and provide documentation to CALCTP upon request.

Disclosure of Information

To verify the scope of the organization's work under the Audit Agreement, upon request, CALCTP companies will provide CALCTP with access to certain records or data that substantiate Acceptance Technician findings.

Multiple Office Locations

Only one accreditation agreement is required for each contracting company no matter how many business locations it operates. An accredited company shall agree to follow the above guidance at all of its locations. The accredited company is required to ensure that at least one senior or mid-management official per office employing CALCTP-AT Technicians has taken and completed the CALCTP-AT Employer Course.

**Attachment A
CALCTP-AT Handbook**

Brand use Policy

CALCTP Accredited companies shall be granted nonexclusive rights to use the appropriate CALCTP-accredited brand under the terms of this Handbook and in accordance with the CALCTP Brand Use Policies and Procedures available from CALCTP in connecting with marketing and other prepared materials.

CALCTP-AT Employer Application, Records Maintenance, and Quality Assurance Fees

The CALCTP Board has established the following fees for employers that want to become CALCTP-AT Employers

Type²	CALCTP-AT Employer Fee
Initial Application – 1 Office	\$500
Initial Application – More Than 1 Office	\$750

In addition to the application and records maintenance fee, the CALCTP Board has hired ICF International to run the quality assurance program.

Based on the program parameters, a percentage of projects, chosen randomly, will receive either a paperwork “desk” review, or an onsite, in-person, quality-assurance review. Each review will be based upon the following fee structure.

**State of California Building Code
Title 24 Lighting Controls Quality Assurance Reviews**

Type of Review/Audit	Fee Paid to ICF
For Each Quality Assurance Desk Review	TBD
Per On-Site, In Person Quality Assurance Visit	TBD

Lighting Control Acceptance Test Technician Certification

CALCTP only certifies acceptance test technicians that have a demonstrated background in training and work experience in lighting control systems. CALCTP recognizes that Acceptance Technicians receive their training and work experiences in a variety of ways; therefore, CALCTP Staff will review each application to determine compliance with eligibility criteria.

In the December 2012 regulations, the CEC determined that CALCTP Certified Electricians were eligible to become certified acceptance test technicians as long as they took a supplemental course in Title 24 acceptance test procedures and documentation. In addition, the CEC determined that individuals who were (1) certified general electricians, (2) electrical contractors, (3) professional engineers, or (4) certified commissioning professionals could also

Attachment A
CALCTP-AT Handbook

become certified acceptance test technicians as long as they took a full acceptance test certification training course that included the relevant portions of the CALCTP certification course, and demonstrated a sufficient background in lighting control systems.

Accordingly, the CALCTP-AT certification program has two pathways, one for CALCTP Certified Electrician Applicants and one for “General Applicants” who are either (1) certified general electricians, (2) electrical contractors, (3) professional engineers, or (4) certified commissioning professionals. Because the additional curriculum requirements for General Applicants are all contained in the CALCTP Certified Electrician training course, General Applicants do not have any greater curriculum requirements than CALCTP candidates. Rather, CALCTP Applicants have already completed a portion of the CALCTP-AT curriculum as part of their prior CALCTP installation training.

In order to demonstrate a sufficient background in lighting control systems, applicants must demonstrate that they have at least 3 years of verifiable professional experience and expertise in lighting controls and electrical systems. The CALCTP Board has defined lighting controls experience to include

- i. occupancy and photosensors for both indoor and outdoor applications;
- ii. low and line voltage dimming systems;
- iii. demand response control systems including EMCS with DR functionality/modules;
- iv. track lighting systems including current limiting devices;
- v. time-based scheduling systems, including automatic time switches, programmable lighting control panels, and part-night lighting control devices.

Candidates must have experience in a majority of the areas referenced above.

2. Lighting Control Acceptance Test Technician Requirements for CALCTP Certified Installers

a. Eligibility

The CALCTP Certified Installer path provides an expedited path to CALCTP-AT Technician certification for those Applicants who have already completed the certification requirements to become a CALCTP Certified Installer. CALCTP Installer certification includes over 50 hours of training and testing that overlaps and duplicates CALCTP-AT Technician training. CALCTP

Applicants who wish to be certified under the CALCTP Certified Installer path must have a current, valid CALCTP Installer certification and have a current, valid State Certification Number for general electricians that starts with E and ends with G: E + 6-digits + G.

b. Length of Course

CALCTP-AT Technician course for CALCTP Certified Installers is approximately 16 hours and includes onsite classroom lectures, onsite lab introduction, onsite lab, Q &A, examination, and

Attachment A
CALCTP-AT Handbook

evaluation. CALCTP Certified Installers will already have completed the 12 hours of Lighting Control Association online modules, the CALCTP Codes and Standards Course, and the material covered in the CALCTP Lighting Controls Systems and Programs Course as part of their Installer certification, and, thus, will not be required to repeat these classes as part of their CALCTP-AT Technician certification.

c. Class Size

Due to the technical complexity of the CALCTP-AT Technician course, CALCTP Board policy requires a classroom trainer-to-trainee ratio no greater than 1:20 and a lab trainer-to-trainee ratio no greater than 1:10. These ratios have been determined to be the minimum ratios that ensure effective learning and retention based upon CALCTP’s experience in classroom and lab training for CALCTP installer certification and based upon the industry experience and knowledge of CALCTP Board members.

Some training facilities will have only a limited number of instructors. To assist them in meeting these requirements, lab assistants who are already CALCTP-AT certified are eligible to assist.

d. Application, Records Maintenance, and Training Exam Fees

The CALCTP-AT Course is offered by independent training centers that may charge a training fee **in addition** to the application and records maintenance fee that is paid to CALCTP. CALCTP does require that each CALCTP-AT Candidate submit an application and records maintenance fee along with an application to the program. CALCTP-AT Technicians must also pay an annual maintenance fee.

CALCTP-AT Technician Application and Records Maintenance Fee

Type	Cost
Initial Application and Records Maintenance Fee Electronic/Paper	\$225
Annual Maintenance Fee	\$125

Fees are payable to CALCTP via credit card, check, or money order. Payments that are not remitted electronically through the Web site must be submitted with the application available at: www.calctp.org/acceptance-technician. All fees are subject to change without notice.

The application and records maintenance fee is refundable with a written notice 2 weeks prior to the training date.

Because CALCTP is run by independent training centers, some may charge a fee that is reasonable to cover their expenses in operating the training. **It is the Candidate’s responsibility to check with the training site prior to the first day of the course regarding a training fee.** If there is a training fee associated with the course at the desired training site, the Candidate will pay the training site directly.

Attachment A
CALCTP-AT Handbook

3. Lighting Control Acceptance Testing Certification Requirements for Alternative Pathway Applicants
a. Eligibility

Eligibility is limited to persons who have at least 3 years of verifiable experience in lighting controls and building systems in the following professions:

- Certified General Electricians (without CALCTP Installer certification) – must have a current, valid State Certification Number for general electricians that starts with E and ends with G: E + 6-digits + G.
- Electrical Contractors – as defined by individual Candidates who have a valid C-10 electrical contractor license in their name.
- Professional Engineers – as defined by Candidates who have received a bachelor’s degree in engineering from an accredited college or university.
- Certified Commissioning Professionals – As defined by Candidates who have received the following certifications²:
 - Certified Commissioning Professional offered by the Building Commissioning Association
 - Certified Building Commissioning Professional offered by the Association of Energy Engineers
 - Commissioning Process Management Professional offered by American Society of Heating Air Conditioning Engineers

The CALCTP Board has defined lighting controls experience to include

- i. occupancy and photosensors for both indoor and outdoor applications;
- ii. low and line voltage dimming systems;
- iii. demand response control systems, including Energy Management Control System with Demand Response functionality/modules;
- iv. track lighting systems, including current limiting devices;
- v. time-based scheduling systems including automatic time switches, programmable lighting control panels, and part-night lighting control devices.

A General Applicant must submit documentation that he or she has experience in a majority of the above identified areas. This documentation must start with the Applicant’s current employment and include a signed letter from the current or most recent supervisor indicating which lighting controls the Candidate worked on and for how long. If the Applicant is self-employed, he or she must provide a detailed description of the work that they do as it relates

² Certifications were circulated to commissioning professionals and were identified as the most common within the industry.

Attachment A
CALCTP-AT Handbook

to lighting controls. The self-employed Applicant's installation documentation may need to provide additional "proof of employment."

If the Applicant has been working for the current employer (or has been self-employed) for less than 3 years, additional letters verifying prior related employment are required to show the Applicant has met the requirement of 3 years of verifiable professional experience .

a. Prerequisite Lighting Controls Association Online Program

A General Applicant has to complete 12 hours of required Lighting Control Association online modules and pass all the required exams with a score of at least 70% as a pre-requisite to being allowed to take the CALCTP Systems Course and CALCTP Codes and Standards Course.

The prerequisite Lighting Controls Association online program is on the Lighting Controls Association (LCA) Web site and consists of modules EE101, EE102, EE103, and EE201. These courses can be found at:

http://www.aboutlightingcontrols.org/Education_Express/accr_orgs.php.

These modules are estimated to take approximately 12 hours to complete are offered free of charge by LCA. Completion of the modules ensures ensure that all candidates have a basic knowledge of the terms and controls that will be used in class. These modules are also a prerequisite for the CLACTP-I Installer Certification. The Lighting Control Association online modules are not provided by or administered by CALCTP.

Candidates will not be enrolled into the CALCTP-AT certification course until completion of the online LCA courses.

b. Admissions

Participants must submit an application to CALCTP for review and admittance into the CALCTP Acceptance Technician course, along with proof of completion of the prerequisite Lighting Control Association online modules and application and records maintenance fee.

The Applicant must also document at least 3 years of verifiable professional experience and expertise in lighting controls and electrical systems.

c. Length of Course

The CALCTP-AT Technician course for General Applicants is approximately 36 hours in length, which includes onsite classroom lectures, onsite lab introduction, onsite lab, Q &A, examination, and evaluation.

d. Class Size

Attachment A
CALCTP-AT Handbook

Due to the technical complexity of the CALCTP-AT Technician course, CALCTP Board policy requires a classroom trainer-to-trainee ratio no greater than 1:20 and a lab trainer-to-trainee ratio no greater than 1:10.

In order to assist training facilities with meeting these requirements in a case where they have a limited number of instructors, lab assistants who are already CALCTP-AT certified are eligible to assist.

c. Application, Records Maintenance, and Training Exam Fees

CALCTP-AT Course is offered by independent training centers that may charge a training fee **in addition** to the application and records maintenance fee that is paid to CALCTP. CALCTP does require that each CALCTP-AT Candidate submit an application and records maintenance fee along with their application to the program. CALCTP-AT Technicians must also pay an annual maintenance fee.

CALCTP-AT Technician Application and Records Maintenance Fee

Type	Cost
Initial Application and Records Maintenance Fee Electronic/Paper for Alternative Pathway Applicants	\$225
Annual Maintenance Fee	\$125

Fees are payable to CALCTP via credit card, check, or money order. Payments that are not remitted electronically through the Web site must be submitted with application available at: www.calctp.org/acceptance-technician. All fees are subject to change without notice.

The application and records maintenance fee is refundable with a written notice 2 weeks prior to the training date.

Because CALCTP is run by independent training centers, some may charge a training fee that is reasonable to cover their expenses in operating the training. **It is the Candidate's responsibility to check with the training site prior to the first day of the course regarding a training fee.** If there is a training fee associated with the course at the desired training site, the Candidate will pay the training site directly.

Application for Certification All Categories

a. Application Process

To apply for CALCTP-AT certification, and to qualify to take the CALCTP-AT Technician course and examination, a Candidate must complete an application and submit supporting documents that verify he or she meets the minimum eligibility requirements. The application must be submitted electronically at least 3 weeks, or postmarked at least 4 weeks prior to the start date of the intended CALCTP Acceptance Technician course. The Applicant should keep a duplicate

Attachment A
CALCTP-AT Handbook

copy of all documents for their records. All information and documents submitted to CALCTP will not be returned.

- The Applicant must complete and sign the application for certification. Applications may be found on the CALCTP Web site: www.calctp.org. **CALCTP strongly** encourages Applicants to complete and submit the application electronically to info@calctp.org
- The Applicant must submit the application with the appropriate application and records maintenance fee. **The information on the application must match exactly the individual's government issued identification card.** The Applicant may pay by credit card through a secure Web site when paying for an electronically submitted application. If a hardcopy application is submitted by mail or fax, the Applicant must include the application fee along with the application.
- Once a Candidate has been approved to take the CALCTP Acceptance Technician course and examination, an admission slip will be sent to the e-mail address listed in the application. This admission slip must be presented to the site/instructor on the first day of the class, along with a government issued identification card. **No Applicant will be admitted without the admission slip and a government issued identification card that match exactly.**

b. Verification of Employment and Education

In an effort to serve the public's trust, CALCTP reserves the right to verify information on the Applicant's application and recertification materials. Failure to report truthfully may result in denial and/or revocation of certification.

c. Application Review

CALCTP staff, under the supervision and direction of the CALCTP Board, review every application to verify that compliance with minimum eligibility requirements has been met by the Applicant and is properly documented. An Application Review Committee reviews any application for which CALCTP administration is unable to determine if the Applicant does or does not meet the eligibility requirements. This Committee is made up of three CALCTP-selected subject matter experts who have an understanding of the different types of situations and constraints encountered by practitioners in the field. Reviewers will be noncompetitive industry peers with no financial or other affiliation with Applicants. Every effort will be made to ensure the objectivity of the Reviewers, and they will be charged to act in a manner that is fair, consistent, and justifiable.

d. Notification of Eligibility or Ineligibility

An Applicant applying for CALCTP-AT certification shall be notified of eligibility or ineligibility to sit for the certification course and examination no later than 2 weeks after the Application is submitted.

Attachment A
CALCTP-AT Handbook

If the application is complete, and the Applicant has sufficiently demonstrated their compliance with the minimum eligibility requirements, they will be sent a letter via e-mail announcing their eligibility to take the Acceptance Technician course and examination. Along with the letter, the Applicant will be sent an admission slip which must be presented on the first day of the class.

If upon review of an application the Applicant is deemed ineligible, he or she will be notified and informed of the reason(s) for this finding. The Applicant will have one opportunity to re-apply to sit for the exam by correcting the application and resubmitting it for review. If after 6 months from the date the application was originally submitted or postmarked, the application has not been completed or corrected, the application will expire. If the Applicant is deemed to be ineligible after a second review, the application will be rejected. If the application is either expired or rejected, a new application, and application and records maintenance fee must be submitted for the Applicant to be considered for certification again.

If an Applicant chooses to appeal the finding of ineligibility, he or she may do so in writing to CALCTP within 30 days of the receipt of notification of ineligibility (see Appeals Policy in the appendices).

e. Refund Policy

The application and records maintenance fee is refundable with a written notice 2 weeks prior to the training date.

f. Eligibility Period

An Applicant that has been accepted to sit for the course and examination is eligible to take the exam for a period of 1 year from the date that notification that they have been approved to sit for the course was sent. The Candidate may take the course up to a maximum of three times during this 1-year period. If the Candidate does not pass the exam during this eligibility period, he or she must reapply as a new Applicant by submitting a new complete application and remit another application fee to become eligible to take the examination again. Each time the Candidate wishes to retake the test, he or she must pay any training fee. .

Taking the Class

a. Admission

At least 1 week prior to the class, Candidates will receive an Admission Slip, which they must bring with them to the first class.

In addition, TO GAIN ADMISSION TO THE COURSE, THE CANDIDATE MUST SHOW A CURRENT PHOTO I.D. THAT EXACTLY MATCHES THE NAME ON THE ADMISSION SLIP. The Candidate must provide one of the following valid government-issued documents bearing a picture, name, and signature to gain admission to the test site: a driver's license, a photo identification card, passport, State certified general electrician card, or military identification card. Examples of

Attachment A
CALCTP-AT Handbook

nonacceptable identification include, but are not limited to: student ID, employer-issued ID, library cards, and credit cards.

Candidates who are unable to produce the required identification at the course site will not be permitted to take the course or exam. Under these circumstances, Candidates will be considered absent and will be required to reschedule and pay all applicable fees.

It is recommended that Candidates arrive at the course site no later than 30 minutes prior to the start of the course time. Additional time needed for procedures, payments, delays, traffic, parking, weather, and so forth, should be considered when arranging transportation to the class site.

CALCTP-AT Technician Course

Course Description: On December 12, 2012, CEC adopted changes to the California Building Efficiency Standards (Title 24, Parts 1 and 6) that require certain lighting controls and devices to be certified as properly installed and operational, prior to issuance of occupancy permits. As required in the regulations, all Acceptance Test Technicians responsible for testing and certification of these devices, receive targeted training to ensure they and their employers acquire minimal level of training and skill to verify nonresidential lighting controls comply with existing Energy Efficiency Building Standards.

This course covers the required training mandated by CEC. The content for the courses and examinations is based on a Job Task Analysis and Body of Knowledge developed by a panel of field experts and mandated by CEC. The CALCTP-AT General Applicant Curriculum includes a lighting control systems and programs unit, a lighting controls codes and standards unit and an acceptance test procedures and documentation unit. The CALCTP Board has determined that the systems and programs unit and the codes and standards unit are necessary to ensure that CALCTP- AT Technicians have the requisite background knowledge to be successful CALCTP-AT Technicians, even when encountering real-world systems or scenarios that might not have been expressly covered in a review of the basic acceptance test procedures and documentation alone. The content for the courses and examinations is based on a Job Task Analysis and Body of Knowledge developed by a panel of field experts and mandated by CEC.

Because CALCTP-I Certified Installers have already received over 50 hours of intensive classroom and practical training in the entire range of advanced lighting control systems that are covered under the Title 24 Acceptance Test requirements, the CEC determined that CALCTP-I Certified Installers were eligible to become certified acceptance test technicians as long as they took a supplemental course in Title 24 acceptance test procedures and documentation.

Accordingly, CALCTP has developed a streamlined acceptance test technician certification program specifically for CALCTP Certified Installers which addresses just the acceptance test

Attachment A CALCTP-AT Handbook

procedure and documentation curriculum components that were not already included in the CALCTP-I Installer Certification curriculum. This does not impose any greater curriculum or training requirements on General Applicants than is imposed on CALCTP Certified Installer Applicants. The additional training and curriculum for General Applicants has already been previously covered in the CALCTP-I Certified Installer training course.

All training courses were developed by the California Lighting Technology Center at University of California, Davis after recommendations and a job task analysis were conducted by the CALCTP Curriculum Committee.

Lighting Controls Association Online Prerequisites: The prerequisite Lighting Controls Association online program is on the Lighting Controls Association Web site and consists of modules EE101, EE102, EE103, and EE201. These courses can be found at: http://www.aboutlightingcontrols.org/Education_Express/accr_orgs.php and are estimated to take approximately 12 hours to complete. These courses provide a foundation in lighting control terminology and concepts that are used throughout the CALCTP Program. Topics covered include: (1) Introduction to Lighting Controls; (2) Switching Controls; (3) Dimming Controls; and (4) Daylight Harvesting. CALCTP Installers have already taken the prerequisite LCA training modules as a prerequisite to their CALCTP Installer Certification and do not need to repeat the program.

CALCTP-AT Technician Course Outline

The course is divided into three parts: (1) Lighting Control Systems and Programs; (2) Lighting Controls Codes and Standards; and (3) Acceptance Test Procedures and Documentation.

Purpose of Curriculum and Tests: To ensure CALCTP-AT Technicians have the competency to accurately validate a lighting controls installation and ensure the State's energy efficiency targets are met.

Class Sizes: Due to the technical requirements of the course, CALCTP Board policy requires a classroom trainer-to-trainee ratio of no greater than 1:20 and a lab trainer-to-trainee ratio of no greater than 1:10.

Lighting Control Systems (General Applicants)

This 10 hour session focuses on the functions and set up of lighting controls systems and programs and their interrelationship with the building environment. The Lighting Control Systems course consists of lectures and lab activities. The 10 hour session includes a written exam. In addition, this session will include approximately 4 hours of lab activities covering basic controls and programming concepts. The lab activities on systems may take place during the lab activities for acceptance test procedures. The curriculum, labs and testing in this session have already been completed by CALCTP Certified Installer applicants as part of their CALCTP certification.

Course/Lab Outline:

Attachment A
CALCTP-AT Handbook

Program Description

The System program consists of a program introduction component and seven technical training modules. The technical training modules are focused on commercial lighting controls, federal regulations governing lighting control systems, and appropriate application of controls for individual indoor and outdoor building spaces.

Program Introduction

The program introduction describes CALCTP and the reasons behind its formation, relevance and need. Content includes a general introduction to the federal codes, standards, and design practices governing installation of lighting and lighting controls in the US.

Module 1: Lighting Systems Overview

Lighting Systems Overview provides a high-level introduction to the light sources, controls components and control strategies utilized in the commercial sector.

Module 2: Line Voltage Switching Controls

Module 2 is designed to teach class participants to correctly identify and select line voltage switching devices typically employed as part of a commercial lighting system including wallbox, cabinet and emergency switching devices.

Module 3: Low Voltage Switching Controls

Module 3 is designed to teach class participants to correctly identify and select low voltage switching controls typically employed as part of a commercial lighting system. Low voltage control devices and components include transformers, relays, relay panels, and switches.

Module 4: Dimming Controls

Module 4 is designed to teach class participants to correctly identify and select dimming control devices typically employed as part of a commercial lighting system.

Module 5: Occupancy Controls

Module 5 is designed to teach class participants to correctly identify and select occupancy control devices typically employed as part of a commercial lighting system.

Module 6: Photosensors

Module 6 is designed to teach class participants to correctly identify and select photosensors to control electric lighting systems, as part of a daylighting design strategy for commercial buildings.

Module 7: Emerging and Alternative Lighting Control Concepts

This module is designed to incorporate emerging and alternative trends in commercial lighting controls.

Lighting Control Systems and Programs Test Questions: Each examination consists of 50 equally weighted multiple-choice questions, with four choices per question. All

Attachment A
CALCTP-AT Handbook

questions will be extensively reviewed prior to use and will receive additional regular evaluation for unforeseen bias during the course of their use in the exam.

Time Limit: The time limit for the examination is 2 hours.

Required to Pass: The Systems test requires a 75% pass rate in order to move on to the next sessions.

General Topic Areas of Lighting Control Systems and Programs Test Questions:

Test questions relate to a job task analysis created by experts and cover the following topics:

1. Lighting Systems
2. Line voltage switching controls
3. Low voltage switching controls
4. Dimming controls
5. Occupancy sensors
6. Photosensors
7. Emerging and Alternative Lighting Control Concepts

Codes and Standards Unit (General Applicants):

This 4-hour session covers the purposes of California energy codes, review of California legislation affecting the lighting industry, as well as an overview of California's indoor and outdoor lighting requirements. The course also covers regulations on what types of testing need additional training for acceptance test technicians. The curriculum in this session has already been completed by CALCTP Certified Installer applicants as part of their CALCTP certification.

Acceptance Test Procedures and Documentation Unit (General Applicants and CALCTP Certified Installer Applicants):

- This session consists of four modules consisting of both lab and lecture activities. The modules cover seven fundamental questions about lighting control acceptance tests. 1) What is in the energy code? 2) What are the test technician responsibilities? 3) What are the employer's responsibilities? 4) What are acceptance test processes? 5) What are acceptance test procedures for indoor lighting? 6) What are acceptance testing procedures for outdoor lighting? 7) What is needed for compliance documentation?

Acceptance Test Procedures and Documentation Unit Structure: 4 modules of 4 hours each covering:

1. Lighting controls acceptance testing – Introduction and Installation Requirements
2. Lighting controls acceptance testing – Acceptance test procedures
3. Laboratory exercises
4. Review, exam, and evaluation

Attachment A
CALCTP-AT Handbook

Lab Completion Requirements: CALCTP includes lab activities that must be validated by the instructor prior to taking the final written exam. CALCTP requires all participants to complete each laboratory module with 100% (Pass/Fail) competency in lab exercises to move to the next laboratory module.

Number of Test Questions: The final examination consists of 60 equally weighted multiple-choice questions, with four choices per question; 50 of the questions are scored and 10 are unscored pilot questions. The pilot questions are randomly distributed throughout the examination and are not identified. All questions will be extensively reviewed prior to use and will receive additional regular evaluation for unforeseen bias during the course of their use in the exam.

Time Limit: The time limit for the examination is 2 hours.

Required to Pass: The final exam requires a 75% pass rate.

General Topic Areas of of Acceptance Test Procedures and Documentation Test Questions::

Test questions relate to a job task analysis created by experts and cover the following topics:

8. Lamp and ballast systems
9. Line voltage switching controls
10. Low voltage switching controls
11. Dimming controls
12. Occupancy sensors
13. Photosensors
14. Demand responsive signal inputs to lighting control systems
15. Building Energy Efficiency Standards required lighting control systems
16. Building Energy Efficiency Standards required lighting control system-specific analytical/problem solving skills
17. Integration of mechanical and electrical systems for Building Energy Efficiency Standards required lighting control installation and commissioning
18. Safety procedures for low-voltage retrofits (<50 volts) to control line voltage systems (120 to 480 volts)
19. Accurate and effective tuning, calibration, and programming of Building Energy Efficiency Standards required lighting control system
20. Measurement of illuminance according to the Illuminating Engineering Society's measurement procedures as provided in the IESNA Lighting Handbook, 10th Edition, 2011, which are incorporated by reference
21. Building Energy Efficiency Standards lighting controls acceptance testing procedures

CALCTP-AT Employers Course

Course Description: On December 12, 2012, CEC adopted changes to the California Building Efficiency Standards (Title 24, Parts 1 and 6) that require certain lighting controls and devices to

Attachment A
CALCTP-AT Handbook

be certified as properly installed and operational, prior to issuance of occupancy permits. As required in the regulations, all acceptance test technicians, responsible for testing and certification of these devices, receive targeted training to ensure that they and their employers acquire a minimal level of training and skill to verify that nonresidential lighting controls comply with existing Energy Efficiency Building Standards. This course covers the required training mandated by CEC.

Course Outline: This course consists of one module with lecture activities. The module content is organized to answer seven fundamental questions about lighting controls verification. 1) What is in the energy code? 2) What are the test technician responsibilities? 3) What are the employers responsibilities? 4) What are acceptance test processes? 5) What are acceptance test procedures for indoor lighting? 6) What are acceptance testing procedures for outdoor lighting? 7) What is needed for compliance documentation?

Learning Objectives:

- Understand the purpose and scope of installation and acceptance testing
- Identify the buildings and lighting systems that require acceptance testing
- Understand the role and responsibilities of lighting controls acceptance test technicians and technician employers, including regulatory and ethical responsibilities
- Review the process for lighting controls acceptance tests
- Review lighting systems compliance documentation requirements

Course Structure: 1 module of 6 hours covering:

1. Lighting controls acceptance testing – Introduction and Installation Requirements
2. Lighting controls acceptance testing – Acceptance test procedures
3. Review, exam, and evaluation

Class Size: Due to the technical requirements of the course, CALCTP Board policy requires a classroom trainer-to-trainee ratio of no greater than 1:20.

Purpose of Test: To ensure that CALCTP-AT certified employers understand the purpose and scope of installation and acceptance testing and the role and responsibilities of lighting controls acceptance test technicians and technician employers.

Number of Test Questions: Each examination consists of 35 equally weighted, multiple-choice questions, with four choices per question; 25 of the questions are scored and 10 are un-scored pilot questions. The pilot questions are randomly distributed throughout the examination and are not identified. All questions will be extensively reviewed prior to use and will receive additional regular evaluation for unforeseen bias.

Required to Pass: The CALCTP-AT Employer course requires a 70% pass rate, hands-on classroom exercises, but no laboratory modules.

Attachment A
CALCTP-AT Handbook

Time Limit: The time limit for the examination is 1 hour.

Examination Administrative Procedures

a. Rules

An essential part of CALCTP-AT certification is to have the certification exam administered in a controlled environment and in a consistent manner across all training facilities. In order to ensure consistency, the CALCTP Board has directed that the following policy will govern test administration and will be subject to review and audit by the CALCTP management team.

All exams will be supervised by a minimum of an exam supervisor (or instructor) and at least one exam proctor. Exam supervisors and proctors are the designated agents for maintaining secure and proper administration of the examination. On behalf of CALCTP, administrators are required to enforce the following rules.

- Talking or moving about the room is NOT allowed during the examination. Any irregular conduct that violates the standards of exam administration, such as communicating with any other Candidate during the administration of the exam or copying answers from another Candidate during administration of the exam, is strictly prohibited and grounds for dismissal from the examination. Examination materials will be confiscated. Any Candidate involved in such behavior will be removed from the exam room, reported to CALCTP, and may be prohibited from taking the exam again.
- If a Candidate has an emergency or needs to use the restroom, he or she should raise his or her hand. The Proctor will take the test materials and secure them, then give the Candidate permission to leave the room. Only one Candidate at a time is permitted to leave the room.
- The proctor and assistants cannot answer any questions about test items during the test. Candidates should do the best they can on each item. Examination supervisors and proctors are NOT authorized to answer questions concerning the examination content; however, they will do their best to help with any procedural questions and address other concerns.
- If a Candidate feels there is a misprint or an error within an item, the Candidate should raise his or her hand. He or she will receive a Candidate Comment Form, which will be collected at the end of the exam.
- No examination materials, documents or memoranda of any kind are to be taken from the examination room.
- Candidates are prohibited from writing or marking anything in any reference book or materials, and doing so is grounds for confiscation of these documents by the exam administrators.
- Due to the noise associated with gathering reference books and materials at the end of the examination, in order to minimize disruption, Candidates who have not yet completed the exam when the 15-minute time limit is announced will be asked to remain in their seats until time is called.

Attachment A
CALCTP-AT Handbook

b. Exam Security

Any Candidate who communicates with, or gives or receives help to others during the exam will be dismissed from the examination room. Candidates involved in such behavior will be reported to CALCTP and their exam will not be scored. Applicable fees will not be refunded and the Candidate may be prohibited from taking the examination in the future.

The performance of all Candidates is monitored and may be analyzed to detect fraud. This information is reported to CALCTP. Candidates who violate security measures will not have their exam scored and may be prohibited from taking the examination, pending investigation of the violation.

All exam materials, including all questions, answer booklets, and score sheets are the copyrighted property of CALCTP. Any distribution of these materials through reproduction or oral or written communication is strictly prohibited.

2. Test Retention

All tests administered by any of the CALCTP independent training centers will be sent back to the CALCTP administration. The CALCTP administration will hold the test results for a period of 5 years. If a Candidate feels that a test was scored in error, he or she can request a re-scoring of the test by CALCTP administration. There will be a \$100 charge for such re-scoring.

3. Cancellation and Rescheduling Policy

If a Candidate is scheduled to take a CALCTP class and cannot attend, they must notify CALCTP within 7 days of the scheduled class start date. All class and exam date and location changes are subject to availability. If the requested date or location has filled to capacity, a change request may have to be processed for a later date, or for the site provided as a second choice.

NO CHANGES will be made within 30 days of a scheduled course and exam unless

- 1) a serious illness of the Candidate or an immediate family member;
- 2) death in the immediate family;
- 3) disabling accident;
- 4) unscheduled air travel delay;
- 5) court appearance or jury duty;
- 6) unexpected military duty call-up;
- 7) natural or man-made disasters.

For any of the aforementioned exceptions, a Candidate must submit supporting evidence in writing within 4 days after the scheduled examination date. CALCTP reserves the right to request additional evidence to support the exception and to deny requests for exception.

4. Failure to Appear

Attachment A
CALCTP-AT Handbook

Candidates who fail to appear for the CALCTP course and examination will forfeit all applicable fees and will be required to reschedule the course.

5. Comment Prior to Scoring

Following completion of the examination, Candidates may comment in writing on any questions that they believe contain errors in content or on the administrative conditions of the examination. Comment forms will be available in the examination room at the conclusion of the exam, and will be collected and forwarded to the Examination committee. If the Examination Committee judges that an item(s) should not be scored, all affected Candidates will be corrected accordingly.

1. Scoring and Grade Notification

a. Pilot Exam Questions

All CALCTP-AT Certification Examinations may contain a small number of “pilot test” questions. These questions are NOT scored. The purpose of the pilot questions during the administration of an examination is to collect data on the performance of these items. In order to accurately test the performance of these items, they will not be identified. Including pilot questions on an examination is a common practice used by many national and state examination programs and is a critical step in developing additional test items and ensuring the continued reliability and validity of the examination. The time allowed for testing has been evaluated to ensure there is adequate time for Candidates to complete both scored and pilot questions.

b. Scoring Procedures

Answer sheets will be scored by both the onsite proctor and by the CALCTP Administrator. Scores are not final until confirmed by the CALCTP Administrator. A statistical comparison of all responses may be performed as a quality control process to verify the accuracy of examination grades, as well as the performance of test items. Any irregularities identified by this analysis may be considered grounds for denial of certification. Scores must be ratified by the CALCTP Administration prior to their release.

c. Determination of Passing Score

The passing score of CALCTP-AT examination is set by a criterion-referenced standard-setting exercise by experts in the field under the guidance of a psychometrician. The CALCTP-AT certification examination is not graded “on a curve” – any Candidate who meets the entry requirements and achieves a passing score on the examination will be certified.

CALCTP-AT requires that all participants must complete each laboratory module with 100% (Pass/Fail) competency in lab exercises to move to the next laboratory module. The final exam requires a 75% pass rate for the CALCTP-AT Technician Course and a pass rate of 70% for the CALCTP-AT Employer Course.

- A passing score is 75 percent of items answered correctly for the CALCTP-AT Technician course

Attachment A
CALCTP-AT Handbook

- A passing score of 70 percent on the CALCTP-AT Employer course.
- If an answer is not clearly marked it is to be scored as incorrect.
- Certification exams must not be graded with participants present.
- After the exams are graded and each student has been given his/her score, all exam materials and the printed answer key must be returned to ICF for record retention (see address below).
- The CALCTP Administrator will re-verify eligibility and test scores.
- The CALCTP Administrator will print individual certificates and send them to the Training Director or Department Chair for distribution to students as well as post the names, license number and phone number on application of successful Applicants on the CALCTP-AT Web site.

d. Exam Scoring Timeframe

Exam scores will be emailed to the CALCTP-AT Candidate within 6 weeks following the administration of the exam. Grade results and or pass/fail status will not be given out over the telephone.

e. Challenging Examination Results

Candidates who believe that their score is inaccurate can send an official appeal to the CALCTP Administrator within 30 days of receiving their score report (see appeals procedure).

f. Re-Scoring

CALCTP employs a rigorous process to ensure that no errors occur in the scoring of Candidate answer sheets, including a review of all answer sheets for any possible marking errors, a quality control scoring audit, and a statistical analysis of all questions. A Candidate may request a review hand-score of his answer sheets to CALCTP Administration in writing and with the requisite fee of \$100.00.

g. Re-Examination Information

Candidates who fail the examination will be permitted to retake the exam up to two times during the 12-month period that the Candidate's application is active. For each subsequent attempt, Candidates may be required to pay a training fee. Following this 12-month period, a Candidate failing to pass must re-apply as a new Candidate. Failure to appear for a scheduled examination will count toward the three-test maximum and will be treated in accordance with the refund policy.

h. Cancellation of Scores

CALCTP is responsible for the integrity of the scores it reports. On rare occasions, circumstances such as a technical malfunction may render a score invalid. CALCTP is committed to rectifying such discrepancies as expeditiously as possible. CALCTP reserves the right to cancel any examination score if, in the sole opinion of CALCTP, there is adequate reason to question its validity. In the event of cancellation, CALCTP at its discretion may: (1) offer the individual an opportunity to take the course and examination again at no additional fee; or (2) revoke or

Attachment A
CALCTP-AT Handbook

otherwise take action with regard to the application or certification of a Candidate determined to be in violation of any CALCTP policies or procedures.

Certification Status

a. Duration of Certification Credential

Certification is valid for 1 year dependent on the CALCTP-AT Technician paying the annual records and maintenance fee, unless the CALCTP Board determines a CALCTP-AT Technician has violated the code the conduct. CALCTP-AT Technicians will receive a certificate that can be placed in a frame, as well as information on how to maintain the credential.

b. Identification Number and Verification Process

Upon verification of course and examination completion, each newly certified CALCTP-AT Technician and CALCTP-AT Employer will be posted on the CALCTP Web site by name, unique certification number, and telephone number. Pursuant to CEC regulations, verification of current certification status will be provided by CALCTP to CEC-authorized document Registration Provider personnel or enforcement agency personnel upon request.

c. Displaying Certification Mark

CALCTP retains all trademark, certification mark, and other ownership rights concerning CALCTP Certification Marks. CALCTP therefore reserves, and may use, the full range of legal remedies and certification-related sanctions available under applicable laws and corporate policies to protect CALCTP Certification Marks. Infringement of any CALCTP trademark or certification mark will be challenged. Inappropriate, unauthorized or incorrect uses of any CALCTP Certification Marks may, therefore, be subject to organizational or legal action for mark infringement and other claims if such uses are contrary to law or corporate policy, e.g., where a use creates a likelihood of confusion with the proper use of CALCTP Certification Marks, without regard to the certification status of the individual involved. Questions concerning the proper use of CALCTP Certification Marks should be submitted to CALCTP in writing.

Each certified individual accepts and assumes all, and the sole, responsibility for understanding and satisfying any governmental and legal requirements, including those requirements which may apply to the use, display and/or advertising of CALCTP Certification Marks. It is the responsibility of the certified individual to ensure that the use of CALCTP Certification Marks on professional and business-related materials (e.g., stationery, signs, cards or advertisements) is NOT in conflict with the laws of the state in which that individual practices. CALCTP assumes no responsibility concerning the application of such governmental and legal requirements pertaining to the use, display and/or advertising of CALCTP Certification Marks.

Only persons or companies certified by CALCTP, who maintain active certification status and are in good standing, are authorized to use a CALCTP Certification Mark. Each certified individual may use the mark in professional advertising and information materials, including telephone directory listings or advertisements, business cards, letterhead, brochures, signs, stationery,

Attachment A CALCTP-AT Handbook

packaging, and other similar marketing materials, consistent with the rules as explained below. A CALCTP Certification Mark is personal to the certified individual and may not be transferred or assigned to any other individual, organization, business or entity. Certificates may not be displayed for purposes other than verification of the professional's credential and should be displayed only when the certification is current and the CALCTP-AT Technician is in good standing with CALCTP.

Replacement Certificates

In the event that a certificate arrives damaged or with an incorrect name spelling, CALCTP-AT Technicians should immediately notify CALCTP for a replacement certificate. In the event of a name change or in the case of loss, the CALCTP-AT Technician may request a replacement certificate using the form contained in this handbook. A fee of \$25 will be charged for each replacement certificate except in cases where damage or typographical errors are immediately reported to CALCTP upon receipt of the certificate.

Misconduct

Applicants for initial certification or recertification, and Candidates for the course and examination who have been determined to be involved in fraud, misrepresentation, or inappropriate behavior in the application, examination, or recertification process will be subject to disciplinary action which may result in denial or removal of the CALCTP-AT credential.

Logo for Certified CALCTP-AT Technicians

The logos in this set have been developed for use by individuals who have valid CALCTP-AT Technician certification and will *only* be used on an individual's personal items (such as business cards or uniforms). These logos indicate that an *individual* is certified and are not intended to represent *any* organizations.



Logos for Accredited CALCTP-AT Employers

The logos in this set have been developed for use *only* by businesses holding current CALCTP-AT Employer accreditation.

**Attachment A
CALCTP-AT Handbook**



Attachment A
CALCTP-AT Handbook

Additional Items

a. Inactive Status

Inactive status may be granted to CALCTP-AT Technician on a case-by-case basis for special circumstances such as illness, injury, military duties or personal hardship. An inactive status may be granted to a CALCTP-AT Technician for a maximum of up to 1 year. The request for inactive status must be made in writing not later than 1 month following the expiration date on the CALCTP-AT's certificate. This request must include a statement of the special circumstance leading to the request and an estimate of when the CALCTP-AT Technician expects to meet recertification requirements. During the period of inactive status, the technician is neither certified by CALCTP nor may claim to be so. The technician will be required to suspend use of the CALCTP-AT credential and will return the certificate to CALCTP headquarters. Once an Applicant applies to reactivate certification status, the Application Review Committee will determine the recertification requirements that the technician will need to meet.

b. Ethical Practice Requirement

As part of the application and annual maintenance process, CALCTP-AT Technicians will be required to attest that they maintained and will continue to maintain practices in conformity with the CALCTP Code of Ethics. Violation of the Code of Ethics may be grounds for disciplinary action.

CALCTP-AT Technicians must be in good standing with CALCTP to be recertified. CALCTP-AT Technicians against whom complaints are brought will be notified and will have the opportunity to refute the complaints filed against them. If a review process finds the CALCTP-AT Technician is in violation of the Code of Ethics or if he or she is consistently performing work that does not reflect the skills and experience required for certification, certification status may be revoked and the CALCTP-AT Technician may be denied the opportunity to retain certification status.

Confidentiality

a. Confidentiality of Application Materials

All of an Applicant's materials for certification and recertification shall remain confidential, unless authorized by other CALCTP policies and practices or unless otherwise stipulated in writing by the Applicant. Only members of the Application Review Committee, staff, and designated individuals acting on behalf of the CALCTP Board shall have access to these documents. CALCTP will take all reasonable precautions to ensure that Applicant's application information will not be released to third parties. Upon initial certification, certification status and professional contact information will be considered public information and may be made available to the public via the CALCTP website.

b. Confidentiality of Scores

Individual Candidate scores shall remain confidential, unless a Candidate agrees in writing to release his or her score to specific authorities, such as the State board of licensure.

Attachment A
CALCTP-AT Handbook

c. CALCTP-AT List of Technicians

CALCTP will maintain a list of approved CALCTP-AT technicians and employers as required by the Energy Commission. Each AT Technician is required to carry a certification card that can be verified upon request. The CALCTP-AT Registry will contain the name and professional contact information of CALCTP-AT Contractors and Acceptance Technicians. This database is available to the public and can be viewed from the CALCTP Web site at: <https://www.calctp.org/acceptance-technicians/contractors>

d. Certification Identification Numbering

Format for Technicians is TC=Technical Certification

A= August the first month the original curriculum

13- Year the curriculum was updated

Last three numerical digits were random and increase from 001 (Start number).

When curriculum is updated the month and year will be updated for all subsequent technicians.

Example TC-A813-303

Format for Employers is ATE=Acceptance Technician Employer

A= August the first month the original curriculum

13- Year the curriculum was updated

Last three numerical digits were random and increase from 001 (Start number).

Example ATE-A813-303

e. Reports to the Energy Commission

CALCTP will send an annual report to the Energy Commission that includes the total number of Acceptance Test Technicians and Employers certified by the ATTCP:

(a) during the reporting period and, (b) to date.

CALCTP will report to the Energy Commission any time the training curriculum is updated.

All required reports shall contain a signed certification that the ATTCP has met all requirements for this program.

Quality Assurance

a. Introduction to Quality Assurance

CALCTP-AT quality assurance offers a substantial value to each entity interested in the results by CALCTP-AT Technicians. Quality assurance is a communication tool for the CALCTP-AT Employer and CALCTP-AT Technician to demonstrate consistency to its customers. Quality assurance also provides valuable feedback to the organization that can lead to a better trained staff, stronger internal controls, improvements in customer satisfaction, retention and referral,

Attachment A
CALCTP-AT Handbook

projects that perform exceptionally, risk management opportunities, and increased profitability.

b. Quality Assurance Program Description

The CALCTP Board has hired an independent third-party, ICF International, to manage the CALCTP-AT Quality Assurance Program. The Quality Assurance Program is designed to confirm that the work of the CALCTP-AT Technician and CALCTP-AT Employers is in conformance with the requirements of the CALCTP program.

c. How does Quality Assurance Work?

CALCTP-AT requires that organizations implement internal quality control procedures and agree to participate in ongoing quality assurance administered by ICF International on behalf of CALCTP. This is a prerequisite to becoming a recognized CALCTP-AT Accredited employer. CALCTP-AT accredited employers perform acceptance testing in accordance with the protocols provided in the CALCTP-AT standards and with the terms of their Accreditation Agreement referenced in the appendices section.

All CALCTP-AT projects will complete a compliance document that will include the registration number, registration date and time, and list of validation tests completed and results. All CALCTP-AT documents must be submitted to CALCTP through its online CALCTP-AT registry.

CALCTP-AT quality assurance will include documentation audits and field testing confirmation reviews of acceptance tests performed by CALCTP-AT certified technicians.

d. Quality Assurance Procedures for CALCTP-AT Employers

i. Submission Requirements

CALCTP-AT Employers contractors are enrolled in the Quality Assurance Program upon signing their Audit Agreement with ICF. If no audit agreement is signed, the company will not be CALCTP-AT Employer certified.

ii. Requirements for Quality Management System

CALCTP-AT employers must maintain internal systems of quality control governing their operations. Quality control procedures will involve some combination of the use of quality manuals; project specification; assurance that only CALCTP-AT will conduct acceptance testing; testing of key parameters before and at the end of each project; accurate documentation on every project; and provision of timely electronic information to CALCTP upon request.

iii. Specific Requirements for Field Verification

CALCTP will conduct measurements and verification of a randomly determined percentage of projects based on a variety of determining factors. CALCTP records observations of work that are not in conformance with CALCTP-AT Standards. Any discrepancies between the records of the verifier and the CALCTP-AT contractor shall be reviewed by CALCTP administration.

Attachment A
CALCTP-AT Handbook

Information from these visits shall be reported directly to the CALCTP-AT employer and the CALCTP Board. Further, the information from quality assurance may also be shared with CEC.

If a discrepancy is observed between the verifier and the CALCTP-AT Technician, the CALCTP-AT Employer will have a number of sites retested to verify test results. If there is a reoccurring problem, the Employer and all CALCTP-AT Technicians working for said Employer may be punished, including up to revocation of credential.

2. Grievances & Appeals

a. Grounds for Appeal

CALCTP-AT is directed, administered, and supervised by the CALCTP Board of Directors. All challenges regarding actions of and by CALCTP are governed by the comprehensive and exclusive rules contained in the Certification Appeal Procedures. This appeal process is the only way to resolve all CALCTP application, eligibility, examination, and other certification or recertification challenges, complaints, and/or claims of irregularities.

An Applicant, Candidate, CALCTP-AT Technician, or CALCTP-AT Employer may submit to CALCTP an initial appeal (request for review) of an adverse CALCTP action or decision based on any of the following grounds:

- The CALCTP-AT Technician candidate was found to be ineligible to take or unable to complete the Certification Examination.
- The Candidate did not pass or successfully complete the Certification Examination.
- The Applicant failed to satisfy a certification requirement, or the CALCTP-AT Technician failed to satisfy a recertification requirement, including those requirements related to qualifications, education, and experience, or was otherwise deemed ineligible for certification or recertification.
- The CALCTP-AT Technicians findings were inconsistent with quality assurance findings.

In order for the CALCTP Board to consider a request for review, the written request must be received by CALCTP within 30 days of the date of the adverse action.

b. Appeal Procedures

In order for an appeal to be considered by the Certification Appeals Committee, the appeal submission must contain the following information:

1. The identity and signature of the Applicant, Candidate, or CALCTP-AT Technician submitting the appeal
2. A detailed explanation of the reasons and basis for the appeal, as defined and limited by in the Appeals Procedure
3. All objections, corrections, and factual information the Candidate or CALCTP-AT Technician believes to be relevant to the appeal

Attachment A
CALCTP-AT Handbook

4. The names, addresses, telephone numbers, and email addresses, if available, of any person with factual information relevant to the appeal, and a clear description of the factual information available from these persons
5. Copies of any relevant documents, exhibits, or other information the Applicant, Candidate, or CALCTP-AT Technician wants to submit in support of the appeal

c. Complaint, Dispute, and Grievance Policy

The Appeals Policy will apply to any grievance matter concerning an action, policy, or practice of the CALCTP as a corporate body; CALCTP-AT Candidates; CALCTP-AT Technician; CALCTP-AT Employer; the CALCTP Board of Directors; and CALCTP volunteers and representatives acting on behalf of the CALCTP.

3. Contacting CALCTP

a. CALCTP Organization Type

CALCTP is a statewide nonprofit, public/private partnership initiative to increase the effectiveness, efficiency, convenience, and use of lighting controls in commercial, industrial, and institutional facilities. CALCTP is overseen by a Board of Directors that includes representation from:

- University of California-Davis California Lighting Technology Center
- Southern California Edison
- California Community College System
- San Diego Gas and Electric
- California State Labor Management Cooperation Committee
- Pacific Gas and Electric
- Sacramento Municipal Utility District
- National Electrical Manufacturers Association

b. Obtain Information and Ask Questions

Please contact CALCTP Administration at 601 W. Fifth Avenue, Suite 900, Los Angeles, CA 90071 or visit the Web site at www.calctp.org for additional information.

c. Change of Address or name

If a CALCTP-AT Technician has a change of address, employer, or other change, it is the CALCTP-AT Technician's responsibility to notify CALCTP, as well as to provide required proof if a name change has occurred at any time required proof if a name change has occurred, at any time. In addition, all Candidates will be given an opportunity to file a change of address at the examination site.

d. Other Policies

Other CALCTP policies, including the Ethics Case Procedures and the Complaint, are included in the appendices.

Attachment A
CALCTP-AT Handbook

Appendix 1: Code of Ethics

CALIFORNIA ADVANCED LIGHTING CONTROLS TRAINING PROGRAM
Code of Ethics & Standards of Conduct

Among other primary goals, the California Advanced Lighting Controls Training Program (CALCTP) is dedicated to the implementation of appropriate professional standards designed to protect consumers and the profession. CALCTP-AT and those that hold CALCTP-AT Certification are expected to act in an appropriate manner, which promotes the integrity of, and reflects positively on, the practitioner, the CALCTP-AT employer, and the CALCTP Program, consistent with accepted moral, ethical, and legal standards.

CALCTP CODE OF ETHICS

As professionals, a CALCTP-AT Technician and CALCTP-AT Employer have the obligation to

- deal with all clients, consumers, and other professionals and professional organizations fairly and in a timely manner;
- provide safe and quality services to clients and consumers;
- respect and promote the rights of clients and consumers by offering only professional services that he or she is qualified to perform, and by adequately informing clients and consumers about the nature of proposed services, including any relevant concerns or risks;
- maintain the confidentiality and privacy of all client and consumer information;
- avoid conduct which may cause a conflict with client or others;
- engage in moral and ethical business practices, including accurate and truthful representations concerning professional information and system performance expectations;
- be truthful with regard to research sources, findings, and related professional activities;
- maintain accurate and complete business and professional records;
- respect the intellectual property and contributions of others;
- further the professionalism of lighting controls industry services;
- behave in a courteous and professional manner when communicating with CALCTP representatives; and
- comply with all applicable registration, insurance, bonding, licensing, safety, and other state and local business or trade requirements.

CALCTP-AT STANDARDS OF CONDUCT

The following CALCTP-AT Ethical Standards of Conduct describe appropriate and enforceable professional practice standards, and set forth the minimal ethical standards of professional conduct for CALCTP-AT Technicians and CALCTP-AT Employers. These Ethical Standards of Conduct also serve as a professional resource in the case of a possible ethical violation.

Attachment A
CALCTP-AT Handbook

SECTION A: COMPLIANCE WITH LAWS, POLICIES, AND RULES RELATING TO THE PROFESSION

1. CALCTP-AT Technicians and Employers will be aware of, and comply with, all applicable Federal, State, and local laws and regulations governing the profession, including all applicable registration, insurance, bonding, licensing, safety, and other requirements. CALCTP-AT Technicians and Employers will not knowingly participate in, or assist, any acts that are contrary to applicable professional laws and regulations. Lack of awareness or misunderstanding of these laws and regulations does not excuse inappropriate or unethical behavior.
2. CALCTP-AT Technicians and Employers will be aware of, and comply with, all CALCTP-AT rules, policies, and procedures, including rules concerning the appropriate use of CALCTP-AT certification marks and the proper representation of CALCTP credentials. Lack of awareness or misunderstanding of a CALCTP-AT rule, policy, or procedure does not excuse inappropriate or unethical behavior. CALCTP-AT Technicians and Employers will not knowingly participate in, or assist, any acts that are contrary to CALCTP rules, policies, and procedures.
3. CALCTP-AT Technicians and Employers will make all reasonable and appropriate efforts to promote compliance with, and awareness of, all applicable laws, regulations, and CALCTP rules and policies governing the profession.
4. CALCTP-AT Technicians and Employers will make all reasonable and appropriate efforts to prevent violations of applicable laws, regulations, and CALCTP rules and policies governing the profession.
5. CALCTP-AT Technicians and Employers will provide accurate, truthful, and complete information to CALCTP concerning all certification-related eligibility information, and will submit valid application materials for fulfillment of current certification and recertification requirements.
6. CALCTP-AT Technicians and Employers will maintain the security, and prevent the disclosure, of CALCTP certification examination information and materials.
7. CALCTP-AT Technicians and Employers will report possible violations of this Code of Ethics to the appropriate CALCTP representative(s).
8. CALCTP-AT Technicians and Employers will cooperate fully with CALCTP concerning the review of possible ethics violations and the collection of related information.

SECTION B: PROFESSIONAL PRACTICE

1. The CALCTP-AT Technician and Employers will deliver safe, competent services in a timely manner, and will provide quality services with appropriate professional skill and competence.
2. The CALCTP-AT Technician and Employers will recognize the limitations of his or her professional ability, and will only provide and deliver professional services for which he or she is qualified. The CALCTP-AT Technician and Employer will be responsible for determining his or her own professional abilities based on his/her education, knowledge, competency, credentials, extent of practice experience in the field, and other relevant considerations.

Attachment A
CALCTP-AT Handbook

3. The CALCTP-AT Technician and Employer will provide clients and consumers with adequate and detailed information regarding the nature of proposed services, and the related options, outcomes, risks, and concerns.
4. The CALCTP-AT Technician and Employer will use all professional resources in a technically appropriate and efficient manner.
5. The CALCTP-AT Technician and Employer will provide services based on client or consumer requests and needs, and will avoid unnecessary services. The CALCTP-AT Technician and Employer will provide services that are both appropriate and necessary to satisfying client or consumer requests and needs.
6. The CALCTP-AT Technician and Employer will exercise diligence and thoroughness in providing services, and in making professional assessments and recommendations solely for the benefit of the client or consumer. The CALCTP-AT Technician and Employer who offers his or her services to the public will not decline a client or consumer based on age, gender, race, color, sexual orientation, national origin, disability, religious affiliation, or any other basis that would constitute unlawful discrimination.
7. The CALCTP-AT Technician and Employer will prepare and maintain all necessary, required, or otherwise appropriate records concerning his or her professional practice, including complete and accurate client and consumer services records.
8. The CALCTP-AT Technician and Employer will not delegate the responsibility to provide professional services to an unqualified person. Where supervision is appropriate and necessary, the CALCTP-AT Technician and Employer will not delegate responsibility for the provision of professional services without providing appropriate supervision.
9. The CALCTP-AT Technician and Employer will not act in a manner that may compromise his or her professional judgment, performance, or obligation to deal fairly with all clients and consumers.
10. The CALCTP-AT Technician and Employer will be truthful and accurate in all advertising and representations concerning professional qualifications, experience, competency, and performance of services, including representations related to professional status and/or areas of competence. The CALCTP-AT Technician and Employer will not make false or deceptive statements concerning professional or occupational training, experience, competence, ability, academic training or degrees, credentials, institutional or association affiliations, services, or fees for services.
11. The CALCTP-AT Technician and Employer will not knowingly make false or misleading statements about, or guarantees concerning, any service or the efficacy of any product, or device, orally or in writing.
12. The CALCTP-AT Employer must have workers compensation insurance.
13. The CALCTP-AT Employer or self-employed technician must have an adequate comprehensive general liability insurance policy.

Attachment A
CALCTP-AT Handbook

15. The CALCTP-AT Employer must have an Injury and Illness Prevention Program which meets the minimum requirements of 8 CCR § 1509 & § 3203.

16. The CALCTP-AT Employer must have a written Code of Safe Practices that meets the minimum requirements of 8 CCR § 1509.

17. The CALCTP-AT Employer or self-employed technician must possess sufficient diagnostic equipment to perform lighting control acceptance tests, including, but not limited to, an illuminance meter and a digital millimeter capable of reading current power.

SECTION C: CONFLICT OF INTEREST AND APPEARANCE OF IMPROPRIETY

1. The CALCTP-AT Technician and Employer will not engage in conduct that may cause an actual or perceived conflict between his or her own interests and the interests of his or her client or organization. The CALCTP-AT Technician will avoid conduct that causes an appearance of impropriety.

2. The CALCTP-AT Technician and Employer will act to protect the interests of the client or consumer before his or her own interests, unless such action is in conflict with any legal, ethical, or professional obligation.

3. The CALCTP-AT Technician and Employer will disclose to clients and organizations any circumstance that could be construed as a conflict of interest or an appearance of impropriety, or that could otherwise influence or interfere with the exercise of professional judgment.

4. The CALCTP-AT Technician and Employer will refrain from offering or accepting inappropriate payments, gifts, or other forms of compensation for personal gain, unless in conformity with applicable laws, regulations, and CALCTP rules and policies.

5. The CALCTP-AT Technician and Employer will avoid any behavior that is clearly contrary to accepted moral, ethical, or legal standards, and that may compromise the integrity of, or reflect negatively on, the profession.

SECTION D: COMPENSATION AND REFERRAL DISCLOSURES

1. If responsible for setting professional fees and related costs, the CALCTP-AT Technician and Employer will charge fair, reasonable, and appropriate fees for all professional services, and will provide clients and consumers with truthful and accurate information concerning such services.

2. The CALCTP-AT Technician and Employer will charge fees that accurately reflect the services provided to the client or consumer.

3. The CALCTP-AT Technician and Employer will make all appropriate disclosures to clients and consumers and prospective clients and consumers regarding any benefit paid to others for recommending or referring his or her services.

4. The CALCTP-AT Technician and Employer will make all appropriate disclosures to clients and consumers and prospective clients and consumers regarding any benefit received for recommending or referring the services of another Technician.

SECTION E: CLIENT CONFIDENTIALITY AND PRIVACY

Attachment A
CALCTP-AT Handbook

1. The CALCTP-AT Technician and Employer will maintain and respect the confidentiality of all client and consumer information obtained in the course of a professional relationship, unless: the information pertains to illegal activity; the client or consumer expressly directs the release of specific information; or, a court or government agency lawfully directs the release of the information.
2. The CALCTP-AT Technician and Employer will respect and maintain the privacy of his/her clients and consumers.

SECTION F: RESEARCH AND PROFESSIONAL ACTIVITIES

1. The CALCTP-AT Technician and Employer will be accurate and truthful, and otherwise act in an appropriate manner, with regard to research findings and other professional activities, and will make reasonable and diligent efforts to avoid any material misrepresentations.
2. The CALCTP-AT Technician and Employer will maintain appropriate, accurate, and complete records with respect to research and other professional activities.
3. When preparing, developing, or presenting research or other professional information and materials, the CALCTP-AT Technician and Employer will not copy or use, in substantially similar form, materials prepared by others without acknowledging the correct source and identifying the name of the author and/or publisher of such material.
4. The CALCTP Certificate Candidate-AT Technician and Employer will respect and protect the intellectual property rights of others, and will otherwise recognize and protect the professional contributions of others.

SECTION G: MISCONDUCT PROHIBITIONS

1. The CALCTP-AT Technician and Employer will not engage in any criminal misconduct relating to his/her professional activities.
2. The CALCTP-AT Technician and Employer will not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation relating to his/her professional activities.
3. The CALCTP-AT Technician and Employer will not engage in unlawful discrimination relating to his/her professional activities.
4. The CALCTP-AT Technician and Employer will not engage in conduct in violation of safety, health, environmental or labor laws or regulations.

Attachment A
CALCTP-AT Handbook

Appendix II: Appeals Policy for CALCTP-AT Technicians and Employers

A. General Provisions

1. Nature of the Process. CALCTP-AT is directed, administered, and supervised by the CALCTP Board of Directors. All challenges regarding actions of and by the CALCTP are governed by the comprehensive and exclusive rules contained in these procedures. This appeals process is the only way to resolve all CALCTP-AT application, eligibility, examination, and other certification or recertification challenges, complaints, and/or claims of irregularities.

Because these informal procedures are not legal proceedings, they are designed to operate without the assistance of attorneys. While a party may choose to be represented by an attorney, CALCTP-AT Technicians and CALCTP-AT Employers are encouraged to communicate directly with CALCTP. If a party has retained an attorney, that attorney will be directed to communicate with CALCTP through CALCTP's Legal Counsel.

2. Participants. CALCTP Administrators, the Certification Appeals Committee, the CALCTP Board of Directors, and any other authorized representative of the CALCTP, may be involved in deciding matters to be resolved or arising under these procedures.

3. Time Requirements. CALCTP-AT will make every effort to follow the time requirements noted in these appeal procedures. However CALCTP's failure to meet a time requirement will not prohibit the consideration or final resolution of any matter arising under these procedures. CALCTP-AT Technician and Employers are required to comply with all time requirements specified in this document. Unless provided otherwise, time extensions or postponements may be granted by the CALCTP if a timely, written request explaining a reasonable cause is submitted, consistent with these procedures.

4. Litigation/Other Proceedings. CALCTP may accept and resolve a dispute arising under these proceedings when civil or criminal litigation, or other proceedings related to the dispute are also before a court, regulatory agency, or professional body. CALCTP may also continue or delay the resolution of any appeal, complaint, or other matter.

5. Confidentiality. In order to protect the privacy of all parties involved in matters arising under these procedures, all material prepared by, or submitted to, CALCTP will be confidential. Disclosure of material prepared by, or submitted to, CALCTP is permitted only when specifically authorized by CALCTP policy, the Board of Directors, or the Certification Appeals Committee.

6. Failure to Disclose/Improper, False, or Misleading Representations. Where a CALCTP-AT Technician or Employer fails to disclose information related to certification or recertification requested by the CALCTP, or where a CALCTP-AT Technician or Employer makes an improper, false, or misleading representation to CALCTP, the Certification Appeals Committee, the Board of Directors, or other authorized representative may penalize or discipline the Technician or Employer, and/or issue corrective action related to such failure or improper representation.

Attachment A
CALCTP-AT Handbook

CALCTP may temporarily or permanently prevent and bar an individual from being certified or recertified, or may issue any other appropriate directive(s).

Where a penalty, discipline, order, or other directive is issued by CALCTP under this Section, the CALCTP-AT Technician or Employer involved may seek review and appeal under these procedures.

7. Party Conduct/Failure to Cooperate. All parties must behave in a courteous and professional manner when communicating with CALCTP representatives. Where a CALCTP-AT Technician or Employer fails or refuses to cooperate fully with the CALCTP concerning matters arising under, or related to, these procedures, and it is determined that the lack of cooperation is without good cause, the Certification Appeals Committee, the Board of Directors, or other authorized representative may penalize or discipline the individual, and/or issue corrective action related to such failure to cooperate. CALCTP may temporarily or permanently prevent and bar an individual from being certified or recertified, or may issue any other appropriate directive(s).

Where a penalty, discipline, order, or other directive is issued by the CALCTP under this Section, the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer involved may seek review and appeal under these procedures.

8. Professional Complaint Matters. Following notice, and a reasonable opportunity to present a response, the Certification Appeals Committee, the Board of Directors, or other authorized representative may temporarily or permanently prevent an individual from being certified or recertified, or may issue any other appropriate directive(s), where the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer was the subject of any complaint or similar matter relating to his or her professional activities as a CALCTP-AT Technician or Employer, or where the Candidate or CALCTP-AT Technician or Employer is the subject of matters or proceedings involving criminal charges, lesser offenses, or similar matters regardless of: when the alleged violation occurred; and, whether the professional license of the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer was in good standing at the time of the CALCTP decision or action.

B. Initial Request for Review/CALCTP Administration

1. Grounds for Initial Appeal (Request for Review). A Candidate, CALCTP-AT Technician, or CALCTP-AT Employer may submit to CALCTP Administration an initial appeal (request for review) of an adverse CALCTP action or decision based on any of the following grounds:

- a. The Candidate was found to be ineligible to take or complete the Certification Examination.
- b. The Candidate did not pass or successfully complete the Certification Examination.
- c. The Candidate, CALCTP-AT Technician, or CALCTP-AT Employer failed to satisfy a certification requirement, including those requirements related to qualifications, education, and experience, or was otherwise ineligible for certification.

Attachment A
CALCTP-AT Handbook

- d. The CALCTP-AT Technician and/or Employer disagrees with the findings from a Quality Assurance site visit conducted by CALCTP's third-party quality assurance, ICF International.

2. Content of a Request for Review. A Candidate, CALCTP-AT Technician, or CALCTP-AT Employer may submit a written request for review of an adverse certification-related action or decision by notifying the authorized representative in writing. The Candidate, CALCTP-AT Technician, or CALCTP-AT Employer must state and explain in detail the nature of the request and the specific facts and circumstances supporting the request, including all reasons why the action or decision should be changed or modified. The Candidate, CALCTP-AT Technician, or CALCTP-AT Employer must also provide accurate copies of all supporting documents.

3. Time Period for Submitting Request for Review. In order for a request for review to be considered by the Authorized representative, the written request must be received by CALCTP within thirty (30) days of the date of the adverse action.

4. Actions. Upon receipt, all requests for review will be considered informally by the authorized CALCTP representative. Following review of the Candidate's, CALCTP-AT Technician's, or CALCTP-AT Employer's request for review, the authorized representative will acknowledge receipt of the request within thirty (30) days, and may take the following actions:

- a. Informal Resolution. The authorized representative will resolve and decide the matter based on the record, including relevant and credible information presented by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer. The informal resolution will include the findings of the authorized representative and a summary of the relevant facts upon which the decision is based, and may uphold or modify the adverse action or decision, or indicate other appropriate action. The authorized representative will issue the informal resolution within thirty (30) days of receipt of the request, or as soon thereafter as is practical; or,

- b. Referral of Request. The authorized representative will refer the matter to the Certification Appeals Committee for resolution as an appeal. The authorized representative will provide the Certification Appeals Committee with all relevant materials, including the documents and materials submitted by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer.

C. Appeal/Certification Appeals Committee

1. Certification Appeals Committee. At least three (3) noncompeting industry experts will be appointed to serve as the Certification Appeals Committee to resolve appeals or referred matters. Subject to the limitations set forth in these procedures, the Certification Appeals Committee will hear and resolve a first appeal in which: the matter has been referred by the Authorized representative; or, a Candidate, CALCTP-AT Technician, or CALCTP-AT Employer is dissatisfied with the final informal review and action of the Authorized representative, and requests an appeal consistent with these procedures.

Attachment A
CALCTP-AT Handbook

2. Grounds for Appeal. In order for an appeal to be considered by the Certification Appeals Committee, the appeal submission must contain substantial information supporting at least one of the following grounds:

- a. The Candidate's eligibility to sit for the Certification Examination(s), or other eligibility for certification, was denied incorrectly;
- b. The Candidate's Certification Examination(s) was scored incorrectly, or was not credited with an appropriate response to particular questions, and as a direct result of the incorrect scoring, the Candidate is entitled to receive a passing score on the examination(s);
- c. The Candidate was barred or otherwise prohibited incorrectly from taking the Certification Examination(s) or from becoming certified; or,
- d. The CALCTP-AT Technician's Application was incorrectly rejected under the relevant recertification standards, and the CALCTP-AT Technician would have qualified for certification if the correct standards had been applied, or the CALCTP-AT Technician was otherwise incorrectly found ineligible for recertification.

3. Content of Appeal. In order for an appeal to be considered by the Certification Appeals Committee, the appeal submission must contain the following information:

- a. The identity and signature of the Candidate or CALCTP-AT Technician or Employer submitting the appeal;
- b. A detailed explanation of the reasons and basis for the appeal, as defined and limited by Section E.2, above;
- c. All objections, corrections, and factual information the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer believes to be relevant to the appeal;
- d. The names, addresses, telephone numbers, and e-mail addresses, if available, of any persons with factual information relevant to the appeal, and a clear description of the factual information available from these persons; and,
- e. Copies of any and all relevant documents, exhibits, or other information the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer wishes to submit in support of the appeal.

4. Time Period for Submitting Appeal. A Candidate, CALCTP-AT Technician, or CALCTP-AT Employer seeking to present an appeal must submit a written, signed appeal, consistent with the requirements of these procedures, to the Certification Appeals Committee within thirty (30) days of the date of the final action and decision of the Authorized representative. Upon written request by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer received at least ten (10) days prior to the appeal deadline, the Certification Appeals Committee Chair may, in his or her discretion, extend the time period for filing the appeal. Denials of time extension requests are not subject to appeal. Appeals received beyond given time periods will not be reviewed or considered by the Certification Appeals Committee, except upon a written request showing good cause, as determined by the Certification Appeals Committee.

Attachment A
CALCTP-AT Handbook

5. Appeal Deficiencies. The Certification Appeals Committee Chair may require the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer to clarify, supplement, or amend an appeal submission.

6. Appeal Rejection. If the Certification Appeals Committee Chair determines that an appeal does not meet the appeal requirements or otherwise warrant further formal review, consistent with the requirements set forth in these procedures, the appeal will be rejected. The Certification Appeals Committee Chair will notify the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer of the rejection, as well as the reason(s) for the rejection, by letter within twenty-one (21) days of the determination. Appeal rejection determinations are not subject to appeal.

7. Appeal Hearing Requests. In the first appeal submission, the Candidate, CALCTP-AT Technician, or Employer may request to participate in the informal hearing. In the event that the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer does not request to participate in the hearing, the appeal will be resolved and decided based on the appropriate written record, as determined by the Certification Appeals Committee.

8. Scheduling of Appeal Hearing. Within forty-five (45) days of receipt of a complete and proper written appeal, the Certification Appeals Committee will schedule a hearing date and time for appeal consideration, generally not later than one-hundred twenty (120) days after receipt of the appeal, and will notify the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer of the hearing date and time. Where the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer has requested participation in the hearing, the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer may be required to provide additional information concerning hearing presentation requirements prior to the hearing date. The Certification Appeals Committee will conduct an informal hearing designed to review and consider all of the available proof and information, including the record of the initial request for review and the materials submitted by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer.

9. Decision of the Certification Appeals Committee. The Certification Appeals Committee will resolve and decide the appeal based on the record, including relevant and credible information presented by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer, CALCTP policies, and, if applicable, the action or decision of the Authorized representative. The Certification Appeals Committee Decision will include the Committee findings and a summary of the relevant facts upon which the decision is based, and may uphold or modify the decision of the Authorized representative, or indicate other appropriate action. The Certification Appeals Committee will issue the Decision within thirty (30) days of the end of the appeal review, or as soon thereafter as is practical.

D. Final Appeal/CALCTP Board of Directors

1. CALCTP Board of Directors. The CALCTP Board of Directors, or a panel of three (3) or more Board Directors designated to represent the Board of Directors, will resolve each final appeal. Subject to the limitations set forth in these procedures, the Board of Directors will hear and resolve a final appeal where a Candidate, CALCTP-AT Technician, or CALCTP-AT Employer is

Attachment A
CALCTP-AT Handbook

dissatisfied with the Certification Appeals Committee Decision, and submits an appropriate appeal consistent with these procedures.

2. Grounds for Final Appeal. In order for an appeal to be considered by the Board of Directors, the appeal submission must contain substantial information supporting at least one of the following grounds. The grounds upon which a final appeal may be based are strictly limited to the following:

a. Procedural Error: The Certification Appeals Committee Decision misapplied a procedural rule contained in these rules, and the rule misapplication significantly prejudiced the Candidate or CALCTP-AT Technician with respect to the outcome of the appeal decision.

b. New or Previously Undiscovered Information: Following the issuance of the Certification Appeals Committee Decision, the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer located relevant information and facts that were not previously available and that would have significantly affected the outcome of the Certification Appeals Committee Decision in the Candidate's, CALCTP-AT Technician's, or CALCTP-AT Employer's favor.

c. Misapplication of Certification Standards: The Certification Appeals Committee Decision misapplied the relevant certification or recertification standards, and the misapplication significantly prejudiced the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer and the outcome of the appeal decision.

d. Contrary to the Information Presented: The Certification Appeals Committee Decision clearly is contrary to the most substantial information in the record. With respect to the grounds listed in Sections 1.a. and 1.c., above, the Board of Directors will consider only arguments that were previously presented to the Certification Appeals Committee.

3. Contents of Final Appeal. In order for an appeal to be considered by the Board of Directors, the appeal submission must contain the following information:

a. The identity and signature of the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer submitting the appeal;

b. A detailed explanation of the reasons and basis for the appeal, as defined and limited by Section F.1, above;

c. All objections, corrections, and factual information the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer believes to be relevant to the appeal, including all documents and exhibits in support of the appeal;

d. The names, addresses, and telephone numbers of any persons not previously identified with factual information relevant to the appeal, and a clear description of the factual information available from these persons; and,

e. Copies of any and all relevant documents, exhibits, or other information the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer wants to submit in support of the appeal.

4. Time Period for Submitting Final Appeal. A Candidate, CALCTP-AT Technician, or CALCTP-AT Employer seeking to present a final appeal must submit a written, signed appeal, consistent with the requirements of these procedures, to the Board of Directors within thirty (30) days of

Attachment A
CALCTP-AT Handbook

the date of the Certification Appeals Committee Decision. Upon written request by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer received at least ten (10) days prior to the appeal deadline, the Board Chair or authorized representative may, in his or her discretion, extend the time period for filing the appeal. Denials of time extension requests are not subject to appeal. Appeals received beyond given time periods will not be reviewed or considered by the Board of Directors, except upon a written request showing good cause, as determined by the Board of Directors.

5. Final Appeal Deficiencies. The Board Chair or authorized representative may require the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer to clarify, supplement, or amend an appeal submission.

6. Final Appeal Rejection. If the Board Chair or authorized representative determines that an appeal does not meet the final appeal requirements or otherwise warrant further formal review, consistent with the requirements set forth in these procedures, the appeal will be rejected. The Board Chair or authorized representative will notify the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer of the rejection, as well as the reason(s) for the rejection, by letter within approximately twenty-one (21) days of the determination. Appeal rejection determinations are not subject to appeal.

7. Scheduling of Final Appeal Hearing. Within sixty (60) days of receipt of a complete and proper written appeal, the Board of Directors will schedule a hearing date for appeal consideration, generally not later than the next or second regularly scheduled Board meeting, and will notify the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer of the date. The Board of Directors will conduct an informal hearing designed to review and consider all of the available proof and information, including the record of the first appeal and the materials submitted by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer.

8. Final Appeal Decision of the Board of Directors. The Board of Directors will resolve and decide the appeal based on the record, including relevant and credible information presented by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer, CALCTP policies, and the action or decision of the Certification Appeals Committee. The Final Appeal Decision will include the findings of the Board of Directors and a summary of the relevant facts upon which the decision is based, and may uphold or modify the decision of the Certification Appeals Committee, or indicate other appropriate action. The Board of Directors will issue the Final Appeal Decision within thirty (30) days of the end of the appeal review, or as soon thereafter as is practical.

E. Finalizing and Closing Appeals

Conditions for Closing the Appeal. An appeal will be closed, and all proceedings ended, when any of the following occurs:

- a. An appeal has been resolved and decided by the Authorized representative, the Certification Appeals Committee, or the Board of Directors, and the allowable time period for the filing of an appeal under these procedures and rules has passed or lapsed;
or,

Attachment A
CALCTP-AT Handbook

- b. The appeal has been withdrawn or terminated by the Candidate, CALCTP-AT Technician, or CALCTP-AT Employer.

Attachment A
CALCTP-AT Handbook

Appendix III: Complaint Proceeding Against a CALCTP-AT Technician and/or CALCTP-AT Employer

A. Notice of CALCTP-AT Technician and/or Employer Potential Accreditation Deficiency

CALCTP will issue a Notice of Potential Accreditation Deficiency (Deficiency Notice) to a CALCTP-AT Technician and/or Employer where: the CALCTP-AT Technician and/or Employer may have violated, or not satisfied, a requirement of the CALCTP Accreditation Policy; or, the CALCTP-AT Technician and/or Employer otherwise is the subject of a complaint or dispute related to its activities or services relevant to the CALCTP-AT Employer. Complaints against a CALCTP-AT Technician and/or Employer can be accepted in writing to CALCTP at: info@calctp.org or through CALCTP Administration at: CALCTP, 601 Fifth Street, Suite 900, Los Angeles, CA 90071.

B. Time Period for Submitting Request for Review.

In order for a request for review to be considered by the Authorized representative, the written request must be received by CALCTP within thirty (30) days of the date of the adverse action.

C. Circumstances for Issuing a Deficiency Notice

The circumstances under which CALCTP may issue a Deficiency Notice include, but are not limited to, the following:

- A CALCTP-AT Technician and/or Employer violates, or acts contrary to, the CALCTP-AT Accreditation Policy or Audit Agreement;
- A CALCTP-AT Technician and/or Employer fails to comply with a condition of CALCTP-AT Employer Accreditation or Audit Agreement;
- An Accreditation Application, Renewal Application, or Company Modification Report Form, contains a material misrepresentation.
- An CALCTP-AT makes a material misrepresentation concerning its activities and/or services, including public misrepresentations related to the CALCTP-AT Accreditation Policy;
- A CALCTP-AT Technician and/or Employer fails to remit required Accreditation Program fees and charges to CALCTP;
- A formal complaint by against the workmanship of a CALCTP-AT Technician and/or Employer by the public, building department, or other interest public party; or
- Other good and reasonable cause exists and supports the issuance of sanctions or corrective actions under this Policy.

D. Response to Deficiency Notice

Within thirty (30) days of the mailing date of a Deficiency Notice, the CALCTP-AT Technician and/or Employer must: respond to each identified deficiency; provide all relevant information and materials; and, otherwise satisfy all requirements set forth in the Notice. Following the timely submission of a complete and accurate response to the Notice, all deficiency matters will be resolved by the CALCTP Administration pursuant to this Policy Section.

E. Failure to Respond

Attachment A
CALCTP-AT Handbook

In the event that a CALCTP-AT Technician and/or Employer does not provide a timely, complete, and accurate response to a Deficiency Notice, CALCTP may issue any sanction(s) or corrective action(s) authorized by this Policy, or any other applicable CALCTP policy. The CALCTP-AT Employer must comply fully with all sanctions and corrective actions issued by CALCTP.

F. Accreditation Actions

Based on an objective and complete review of the information received, CALCTP, will determine whether a CALCTP-AT Technician and/or Employer Accreditation Policy deficiency exists, or whether the efficiency Notice will be dismissed. Upon the finding of a deficiency, CALCTP will determine the severity of such deficiency(ies), and issue an Accreditation Deficiency Decision. The Executive Director may issue one or more of the following actions:

G. Continued Company Accreditation with conditions.

i. Accreditation Probation. The term of CALCTP-AT Accreditation probation will be for a period of at least six (6) months, and a maximum of thirty-six (36) months. Following the expiration of a final probation order, CALCTP will determine if the CALCTP-AT Technician and/or CALCTP-AT Employer have satisfied the terms of probation in full, and verify that the probation has been completed. If a CALCTP-AT Technician and/or Employer satisfies all probation terms, it will be reinstated to full Accreditation status. If the CALCTP-AT Employer has not satisfied the terms of probation in full, CALCTP will determine whether the probation order will continue, and/or issue additional, appropriate sanctions or conditions.

ii. Accreditation Suspension. The term of a CALCTP-AT Technician and/or CALCTP-AT Employer's Accreditation suspension will be for a period of at least six (6) months, and a maximum of thirty-six (36) months. During the suspension period, the Technician or Company may not use any CALCTP-AT Technician and/or Employer Accreditation Marks, or represent itself as being accredited by, or affiliated with, CALCTP. After a final Suspension Order issued under this Policy has expired, a Company may submit a Request for Accreditation Reinstatement to CALCTP, pursuant to this Policy.

iv. Accreditation Revocation. Following revocation of CALCTP-AT Technician and/or Employer accreditation, a CALCTP-AT Technician and/or Employer may re-apply for accreditation after five (5) years following the date of the final revocation by submitting a Reapplication Petition pursuant to this Policy.

H. Accreditation Deficiency Decision Appeals

An Accredited Company may appeal an adverse Accreditation Deficiency Decision to CALCTP following the appeals policy outlined in the appendices of the CALCTP-AT Handbook.

Attachment A
CALCTP-AT Handbook

Appendix IV: CALCTP-AT Employer Agreement with CALCTP

WHEREAS, the CALCTP-AT AT Employer desires to conduct certain acceptance testing activities in conformance with the CALCTP Standards and protocols, and promote their organization by earning CALCTP-AT credentials and CALCTP-AT has the framework in place which can assist the CALCTP-AT Accredited Company in pursuing those goals.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants and obligations herein, the parties hereto agree as follows:

1. CALCTP-AT Accreditation and Quality Assurance Policies and Procedures Manuals

1.1 The parties agree to comply with the CALCTP-AT Accreditation Handbook Policies & Procedures Manual.

2. Term of Agreement, Notice of Breach, Suspension or Termination, and Automatic Renewals

The term of this agreement shall be 1 year from the date of this agreement and shall renew automatically for subsequent 1-year periods, unless either party notifies the other, in writing, of its desire not to renew this agreement at least 60 days prior to the end of the term or renewal term thereof.

CALCTP will notify a CALCTP-AT Employer in writing when it is in breach of this agreement. Companies will be given fifteen (15) business days to correct the breach condition and provide evidence to (insert name of accreditation organization) that the breach condition has been rectified and that the company's policies and procedures have been changed to prevent a similar violation in the future.

2.1 CALCTP may suspend a CALCTP-AT Employer for a period of not less than fifteen (15) business days for corrective actions to be made for any of the following:

- 2.1.1** If CALCTP finds that the CALCTP –AT Employer is in breach of the terms of this agreement and the breach conditions are not corrected by the CALCTP-AT Employer within fifteen (15) business days of receiving written notice from CALCTP;
- 2.1.2** If the CALCTP-AT Employer is charged or indicted by authorities, CALCTP may suspend the agreement immediately pending outcome of the matter at its discretion;
- 2.1.3** If the CALCTP-AT Employer is found by CALCTP to have made a deliberate material breach of this agreement in conducting work for a customer;
- 2.1.4** If the CALCTP-AT Employer fails to notify CALCTP within fifteen (15) business days after losing minimum levels of certified staffing and make acceptable arrangements with CALCTP on the time period needed to meet CALCTP certified staffing requirements; or,

Attachment A
CALCTP-AT Handbook

2.1.5 If the CALCTP-AT Employer fails to pay, when due, any amount payable under this agreement and such failure to pay shall continue for a period of thirty (30) days after the date such payment is due. If the CALCTP Accredited organization fails to pay, when due, any amount payable under the Accreditation Agreement and such failure to pay shall continue for a period of fifteen (15) business days after the company has received a letter stating that it is in breach of this agreement for non-payment. Letters of breach for nonpayment will be sent out thirty (30) days after the due date.

2.2 This agreement may be terminated by CALCTP upon thirty (30) days written notice from CALCTP to the CALCTP Accredited Company upon the occurrence of any of the following:

2.2.1 CALCTP-AT fails to pay, when due, any amount payable under the Audit Agreement to and such failure to pay shall continue for a period of fifteen (15) days after having its Accreditation status suspended by CALCTP for non-payment of fees due, unless CALCTP agrees in writing to a request for a revised timetable for payment;

2.2.2 CALCTP-AT Employer fails to correct a condition by the end of the suspension period imposed by CALCTP for breaching this Agreement.

2.2.3 CALCTP-AT Employer ceases conducting business in the normal course, makes an assignment for the benefit of its creditors, or otherwise becomes a party to any judicial or administrative proceeding in bankruptcy, receivership, or reorganization for the benefit of its creditors.

3. Business Locations

3.1 The business locations covered by this agreement are as follows: CALCTP shall include in this agreement additional business locations identified by the CALCTP-AT Employer as conforming to the requirements of this agreement. The CALCTP-AT Employer shall refrain from advertising additional business locations that are not CALCTP Accredited.

4. Payment Terms

4.1 Payments for services rendered shall be paid to CALCTP in accordance with the predetermined schedule of fees. The CALCTP-AT Employer shall remit payment to CALCTP, by way of a check or credit card, per the terms noted on the invoice.

5. Amendments to Agreement and Notices about Changes

5.1 Any notice to be given to either party under this agreement must be in writing and must be delivered in person (effective upon receipt), or via certified mail or by overnight courier to the last address designated by such party in writing (effective upon posting) or via email, provided that a non-automated acknowledgment is provided by the indicating receipt of the e-mail (effective upon acknowledgement).

6. Logo Use and Promotion of Services

Attachment A
CALCTP-AT Handbook

6.1 Both CALCTP and the *CALCTP-AT Employer* shall agree that all publications of its credentials held with CALCTP will be at no cost to CALCTP. Both CALCTP and the CALCTP-AT Employer shall agree to comply with the CALCTP Brand Use Policies and Procedures, in effect at the time of publication of the material.

7. Waivers and Extensions

7.1 No waivers or extensions shall be granted to the CALCTP-AT Employer by CALCTP if such waivers or extension do not conform to the requirements necessary for accreditation of the CALCTP Accredited Company to remain active.

8. Limitation on Liability and Indemnification

8.1 The aggregate liability of CALCTP under this agreement to the CALCTP-AT Employer shall not exceed the total payments actually received by CALCTP from the CALCTP-AT Employer under this agreement. CALCTP shall not be liable for any special, incidental, indirect, or consequential damages under this agreement, however caused, even if CALCTP is advised of the possibility of such damages in writing. The CALCTP –AT Employer is responsible for the accuracy and completeness of any representations it makes and assumes all liability for the accuracy or completeness of any representations, expressed or implied. The CALCTP-AT Employer assumes all liability for damages that arise from errors and omissions it makes in conducting testing, approving or reviewing work scopes, construction activities, or performing inspections of work performed by individuals holding CALCTP Certification.

8.2 The CALCTP-AT Employer shall defend, indemnify, and hold harmless CALCTP, their test centers, officers, directors, agents, and employees from and against any and all claims, demands, actions, suits, liabilities, costs, or expenses including attorneys’ fees and any other costs of defense of claims arising directly or indirectly out of the actions of the CALCTP-AT Employer under this agreement. CALCTP shall be held harmless against any and all the CALCTP-AT Employer activities, including but not limited to financial transactions, property damage and personal injury.

9. Disciplinary Actions

9.1 The parties acknowledge that disciplinary actions taken by CALCTP are to protect the integrity of the credentialing process and are always intended as a course of last resort when other conformance actions have failed. The CALCTP-AT Employer shall have a reasonable opportunity to return to conformance, after written warning and a specified period of time, prior to formal disciplinary action being taken by CALCTP. However, CALCTP may take appropriate disciplinary action against any individual or CALCTP-AT Employer that willfully violates obligations of any agreement and fails to conform, after written warning, within the specified period of time. CALCTP shall use, but not be limited to, official letters of warning, letters of reprimand, financial penalties, suspensions, and terminations.

10. Stipulations on Accreditation

Attachment A
CALCTP-AT Handbook

10.1 The parties acknowledge that accreditation through CALCTP is voluntary and neither entity shall place conditions or make verbal or written statements that imply that CALCTP has imposed any other requirements, other than those stated herein or otherwise provided by CALCTP in writing.

11. Anti-discrimination

11.1 The parties shall not discriminate on the basis on race, color, creed, national origin, sex, sexual orientation, religion, age, disability, or other legally protected status in admission to, access to, or operations of its programs, services, or activities or discriminate in its hiring or employment practices.

11.2 Due to CALCTP's national expansion funding and in accordance with Title VI of the Civil Rights Act of 1964, the parties agree that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

11.3 CALCTP is not a membership organization and shall not award its credentials based on membership status in any organization, association, program, or group.

12. Warranty

12.1 No representation or warranty, expressed or implied, has been made as to the condition, merchantability, title, design, operation, or fitness for a particular purpose of any of the services provided for under this agreement by CALCTP.

13. Dispute Resolution

13.1 The parties shall attempt, in good faith, to resolve any dispute under this agreement or the parties' respective obligations hereunder through an acceptable alternative dispute resolution procedure. In the event the parties are unable to agree upon an acceptable alternative dispute resolution procedure or following any such alternative dispute resolution procedure, any dispute arising out of this agreement remains unresolved. The parties agree that any dispute remaining unresolved shall be resolved exclusively, by binding arbitration, before one single arbitrator in the Alameda County, California area, under the rules of the American Arbitration Association. Judgment on any arbitration award rendered, in accordance with this section, shall be final and binding on the parties. The *CALCTP-AT Employer* hereby expressly waives its right to initiate legal proceedings for other legal remedies, including, but not limited to, injunctive relief and monetary damages in any court, except to the extent it is required to enforce the arbitration award. Notwithstanding the above, either party may seek temporary injunctive relief in a court of competent jurisdiction before proceeding to any alternate dispute resolution procedure. The costs of arbitration, including attorney fees, shall be allocated by the arbitrator.

14. Use of Electronic Communications with CALCTP

Attachment A
CALCTP-AT Handbook

14.1 The parties shall maintain the capability to transmit and receive electronic mail and to view information through the Internet.

15. Confidentiality of Information

15.1 The parties acknowledge that all accreditation and candidate certification information is personal, sensitive, and subject to certain privacy act restrictions. The parties acknowledge that certain contractor performance information may be shared with program sponsors and their designee(s), but this information will not be released to the public except as required by law or State Acceptance Test certification requirements. The parties may release certain restricted information upon receipt of written consent from the affected person or entity. Such consent shall not be a condition for CALCTP Certification or Accreditation.

16. Accreditation Body and Accreditation Decisions

16.1 The parties acknowledge that CALCTP has the sole authority to award, revoke, or change the conditions of accreditation as the authorizing certification body.

17. No Partnership

17.1 Nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship between CALCTP and the CALCTP-AT Employer or any of their respective employees or independent contractors. In no event shall either entity have the authority, whether express or implied, to enter into any agreement or undertake any obligation on behalf of the other entity.

18. Assignment

18.1 No assignment or transfer of rights or obligations shall be made under this agreement without the prior written consent of the other party.

19. Severability

19.1 In the event that any provision of this agreement is determined to be unenforceable or invalid under any applicable law, or is held unenforceable or invalid by any applicable court decision, such unenforceability or invalidity shall not render this agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of any applicable law or applicable court decisions.

20. Controlling Law

20.1 This agreement shall be governed in all respects by the laws of the State of California. The CALCTP-AT Employer shall agree to expressly waive any objection to the personal jurisdiction and venue of the State or Federal courts located in the State of California.

21. Section Headings

Attachment A
CALCTP-AT Handbook

21.1 The section headings in this agreement are included for convenience and shall not be deemed to define, limit, or otherwise affect the construction of any provision contained in this agreement.

22. Entire Agreement

22.1 This agreement, including all exhibits and other documents incorporated by reference, is the entire agreement between the entities. It replaces and supersedes any and all oral agreements, as well as, any prior written agreements, terms, or conditions and communications between the entities.

23. Authorization

23.1 The parties represent that they have full power and authority to enter into and perform this agreement and the representatives executing this agreement on behalf of each party have agreed to the terms of this agreement.

Attachment B

CALCTP-AT Hands-On Activities

Course Description: The CALCTP-AT General Applicant Course was developed by the California Lighting Technology Center at UC Davis. The course content and examinations is based on a Job Task Analysis and Body of Knowledge developed by a panel of field experts. The CALCTP-AT General Applicant Curriculum includes a lighting control systems and programs unit; a lighting controls codes and standards unit; and an acceptance test procedures and documentation unit. The curriculum includes all lighting acceptance test concepts mandated by the 2013 Building Energy Efficiency Standards.

25% of the General Applicant curriculum requires hands-on activities to ensure that a CALCTP-AT Technician has the skills competency to accurately complete and document lighting controls acceptance tests. The hands-on activities are divided into written exercises and laboratory-board activities.

Classroom Exercises:

CALCTP-AT has four detailed classroom exercises which take approximately 4 hours to complete. In each of the classroom exercises, students are provided with a real-world scenario, and they must use their skills and knowledge of lighting controls acceptance tests to perform calculations, determine pass/fail criteria and complete compliance documentation.

Laboratory Board

The CALCTP Laboratory Board is composed of components from 14 different lighting systems and controls manufacturers. This ensures the curriculum is broadly representative of technology found in the field and that CALCTP-AT Technicians have the competency to work in any environment. CALCTP-AT technicians are trained on a variety of lighting systems equipment including products from the following manufacturers:

- Philips Advance
- Philips Bodine
- Daintree Networks
- Encelium Technologies
- Douglas Lighting Controls
- Echoflex
- GE Lighting Control
- LC&D
- Leviton
- Philips Lightolier
- Lutron Electronics

Attachment B CALCTP-AT Hands-On Activities

- Starfield
- Tork
- Universal Lighting Technologies
- WattStopper

Lab activities are conducted on specially designed CALCTP laboratory training boards pictured below. The laboratory board consists of a double-sided work station, with identical structural and core technology elements on each side. Each side of the board has two, prewired circuits designated “Red” and “Black” that allow for installation of two autonomous lighting systems per side, or four discrete lighting systems per board. The average cost of each laboratory board, including all components, is \$20,000.



Figure 1: CALCTP-AT Laboratory Board

The laboratory exercises for the general applicant consists of three exercises. Lighting controls hardware is pre-installed by the training site and exercises are conducted at two separate stations (one station on each side of the laboratory board). Laboratory 1 and 2 are completed at Station #1. Laboratory 1 is installed on the “Black Circuit” and Laboratory 2 on the “Red Circuit”. Laboratory 3 is completed at Station #2 on the opposite side of the lab board. This laboratory has two parts (Part 1 and Part 2). Part 1 is wired to the “Red Circuit” and Part 2 to

**Attachment C
Technician/Employer Application Form**

**APPLICATION FOR:
CALCTP-AT TECHNICIAN CERTIFICATION**

Preferred Training Location: _____

Candidate Information: Both candidate and employment information is required. Please fill in all information. Your application will not be considered unless all requested information is completed, signed, and dated. Your name must exactly match a government issued photo I.D. as you will be asked to show a current ID to gain admission to the course.

Last Name:	First Name:	Middle:	
Current Mailing Address: Street Address or P.O. Box:			
City:	State:	Zip Code:	Country:
Phone Number:		E-Mail Address (required):	

Candidate Work Experience: Participants are required to demonstrate at least 3 years of verifiable work experience in the majority of lighting controls and building systems listed below. If you have worked for your current employer for less than 3 years, provide additional employment information. (*If self-employed, this section must still be completed and you must provide at least one letter of work verification from a customer—see sample.)

Business Name:		
Current Business Mailing Address: Street Address or P.O. Box:		
City:	State:	Zip Code:
Company Web Site:		
Contact Person to Verify Employment:		
Years Employed with Company:		
Phone:	Email:	
Business Name:	Years Employed with Company:	
Current Business Mailing Address: Street Address or P.O. Box:		
City:	State:	Zip Code:
Contact Person to Verify Employment:		

**Attachment C
Technician/Employer Application Form**

_____ **Track Lighting systems; Days of Experience** _____

Month/Year of Earliest Experience: _____ **Month/Year of Most Recent Experience:**

Description of Overall Experience (Include Products):

_____ **Time-based scheduling systems; Days of Experience** _____

Month/Year of Earliest Experience: _____ **Month/Year of Most Recent Experience:**

Description of Overall Experience (Include Products):

FEES

- \$225 Application and Records Maintenance Fee - Does not include site training fee if applicable)

You can Also Submit Fees Online at: www.calctp.org or Pay by Check made out to ICFI and mailed to the address below.

The CALCTP-AT Course is offered by independent training centers that may charge a training fee **in addition** to the application and records maintenance fee. **It is the Candidates responsibility to check with the training site prior to the first day of the course regarding a training fee.** If there is a training fee associated with the course at the desired training site, the Candidate will pay the training site directly.

I, the undersigned, understand have read and will abide by the rules established by the CALCTP-AT Handbook. Furthermore, I will only conduct an acceptance test for a CALCTP-AT employer. If I am self-employed or independent contractor, I agree to participate in CALCTP-AT quality assurance program and pay all associated fees if not covered by my employer.

By earning a CALCTP-AT credential, I consent to give CALCTP permission to respond to consumer public queries about my certification status and make available, via a search tool on www.calctp.org, certain information including: Full Name, City/State of Employment, Employer, Certification Number, contact information, and Expiration Dates.

I understand that CALCTP may, at its discretion, post or remove the consumer public information on www.calctp.org. Failure on my part to pay annual maintenance fees may lead to me becoming an uncertified CALCTP-AT Technician.

I understand that it is my responsibility to notify CALCTP of all changes to my personal information such as but not limited to: my address, employer/ employment. I also understand it is my responsibility to verify the changes have been updated after notice. I understand that CALCTP reserves the right to suspend an individual's certification credential when the holder does not notify CALCTP of said changes.

I certify to the best of my knowledge that all information in this application and the accompanying documentation is true and correct.

Signature _____ Date _____

Print Name _____

Submit Application to: Info@calctp.org or fax to: CALCTP-AT at (213) 312-1799 or mail to:

ICF International

C/O: CALCTP

601 W. 5th Street, Suite 900

Los Angeles, CA 90071

SAMPLE LETTER OF WORK VERIFICATION

(Provide on Company letterhead that contains the Customer’s address)

Date **(Fill in Month/Day/Year)**

ICF International
Attention: Leslie Hughes Nardoni
601 W. 5th Street, Suite 900
Los Angeles, CA 90071

To Whom It May Concern:

This letter is to verify the employment of **John Doe**, who conducted lighting controls work from Date until Date. **John** worked full time employee and his duties included:

- XXXXXX
- XXXXXXXXXXXXX
- XXXXXXXXXXXXX
- XXXXXXXXXXXXX
- XXXXXXXXXXXXX

Please contact me at (000) 555-5555, if you have any questions.

Sincerely,
James Buck **(Name of Supervisor)**
Owner **(Position/Title)**

SPECIAL ACCOMODATIONS REQUEST FORM

The CALCTP complies with the Americans with Disabilities Act of 1990. To ensure equal opportunities for all qualified persons, CALCTP will make reasonable accommodations for candidates when appropriate. If you require special accommodations related to a disability in order to take the examination, please complete this form and return it with your examination application. The information you provide and any documentation regarding your disability and your need or accommodation will be treated with strict confidentiality. Review of requests for accommodations will be treated with strict confidentiality. Review of request for accommodations can take 3-4 weeks or more and should be submitted as far in advance as possible.

Please type or print all information clearly.

1. PERSONAL INFORMATION		
Last Name Suffix	First	Middle
2. REASON FOR REQUEST		
I am requesting an exam accommodation due to:		
<input type="checkbox"/> a disability <input type="checkbox"/> a religious observance		
<i>Please provide a detailed explanation of the reason(s) why you are seeking accommodation(s). For example, if you are seeking accommodation due to a disability, you should explain how it substantially limits one or more of your sensory, manual, speaking or other functional skills (e.g., disability that significantly impairs your ability to read, concentrate, or otherwise complete the examination). Attach additional pages if needed.</i>		
3. SPECIAL ACCOMMODATION NEEDED		
<input type="checkbox"/> Time and a half	<input type="checkbox"/> Additional minutes	<input type="checkbox"/> Assistance completing answer sheet
<input type="checkbox"/> Reader	<input type="checkbox"/> Magnified print	<input type="checkbox"/> Separate room
<input type="checkbox"/> Extra or extended breaks (without additional time)	<input type="checkbox"/> Sign language interpreter or printed copies of verbal instructions	<input type="checkbox"/> Paper and pencil version of computerized exam
<input type="checkbox"/> Other (please specify)		

4. ACCOMMODATION HISTORY

Have you ever received special accommodations: Yes No

If you have ever received special accommodations please provide the following information

Years of accommodation	Type of accommodation	Name of institution/organization that provided accommodation

5. DOCUMENTATION OF NEED FOR ACCOMMODATION

If you are requesting an accommodation due to a health condition or a functional disability, you must provide CALCTP with written documentation from an appropriate health care professional supporting the accommodation you are requesting. This documentation must include a specific diagnosis of your health condition and/or functional disability, results from all assessments that were used to determine the diagnosis, and a specific recommendation for the special testing accommodation(s) that you require. In most cases, this documentation cannot be dated later than three years previous.

If you are requesting an accommodation due to a religious observance, you must provide a letter from an appropriate religious authority attesting to the nature of the religious observance that is in conflict with the scheduled examination date.

Documentation from a healthcare professional is attached: Yes No

Documentation from a religious authority is attached: Yes No

6. Signature

I attest that the information contained in this document or attached to it is true and correct.

Signature: _____ Date: _____



**APPLICATION FOR:
CALCTP-AT EMPLOYER CERTIFICATION**

Employer Information: Please fill in all information. Your application will not be considered unless all requested information is completed, signed, and dated. An email address is required in order to send admission information and up-to-date program information.

- Has the employer applicants or any of the owners, officers, or partners of the employer applicant had a contractor’s license or business license suspended or revoked any time in the last five years? _____ yes _____ no
- Has the employer applicant or any of its owners, officer or partners ever been found liable in a civil suit or found guilty in a criminal action for fraud, theft, or any other acts of dishonesty?¹
_____yes _____ no

Company Legal Name (as it appears on a business license):
DBA Names (Please attach copy of the Fictitious Name Statement Filed when apply for Doing Business As (DBA) status:
Employer Type (Corporation, Partnership, Joint Venture, Sole Proprietorship)
Date of incorporation (corporations), formation (partnerships) or commencement of business (sole proprietorships or joint ventures): _____
If corporation or partnership, list state under which laws of corporation or partnership is registered and provide registration number: _____
Federal Employer Identification Number:
If employer applicant is a contractor, provide Contractors State License Number, license class and expiration date:

• ¹ If yes to either of these questions you are not eligible to become a CALCTP Employer without filing an appeal and appeal fee for evaluation of the applicability of the suspension or revocation to the employer applicant’s ability to fulfill its duties as a CALCTP-AT Employer

Company Mailing Address: Street Address or P.O. Box:			
Company Website:			
Contractor Main Contact Name:			
Technical Point of Contact Name:			
Contractual Point of Contact Name:			
List officer (if corporation) and all owners or partners who own at least ten percent of the equity:			
Names and Emails of Individuals Requesting CALCTP-AT Contractor Course:			
City:	State:	Zip Code:	Country:
Phone Number: ()		E-Mail Address of Contact (required):	
Fax Number: ()			
Additional Office Location(s) that will employ CALCTP-AT Technicians—Address City, State, and Zip:			

Provide applicable business license(s) or business tax certificate(s) numbers for all offices that are registering to employ acceptance test technicians.

Office: _____ License/Certificate Number: _____

CALCTP-AT Employers must have a comprehensive general liability insurance policy with a policy limit of at least \$1,000,000. Please provide insurance company and policy number

CALCTP-AT Employers must have workers compensation insurance. Provide a copy with application.

CALCTP-AT Employers must have an Injury and Illness Prevention Program which meets the minimum requirements of 8 CCR § 1509 & § 3203. Provide a copy with application.

CALCTP-AT Employers must have a written Code of Safe Practices in compliance with 8 CCR § 1509. Provide a copy with application.

Preferred Training Location: _____

FEES (Check one)

\$500 Initial Application for One Office Contractors

\$750 Initial Application for Multi-Office Contractors

You can Also Submit Fees Online at: www.calctp.org or Pay by Check made out to ICFI and mailed to the address below.

The CALCTP-AT Course is offered by independent training centers that may charge a training fee **in addition** to the application and records maintenance fee. **It is the Candidates responsibility to check with the training site prior to the first day of the course regarding a training fee.** If there is a training fee associated with the course at the desired training site, the Candidate will pay the training site directly.

I, the undersigned as the legal representative for company aforementioned , understand that I will only use CALCTP-AT Certified Technicians to conduct acceptance tests. I also understand that I will not be a CALCTP-AT Licensed Contractor without agreeing to the quality assurance program administered by a third party and signing an agreement with this third party.

By earning a CALCTP-AT Contractor credential, I consent to give CALCTP permission to respond to consumer public queries about my certification status and make available, via a search tool on www.calctp.org, certain information including: Company Legal Name, City/State, contact information, and Expiration Dates. I understand that CALCTP may, at its discretion, post or remove the consumer public information on www.calctp.org. Failure on my part to pay quality assurance or other maintenance fees may lead to my company becoming uncertified as a CALCTP-AT Contractor.

I understand that it is my responsibility to notify CALCTP of all changes to company information such as but not limited too: state licensing and bonding changes, address, and contact information. I also understand it is my responsibility to verify the changes have been updated after notice. I understand that CALCTP reserves the right to suspend certification credential when the holder does not notify CALCTP of said changes. I certify to the best of my knowledge that all information in this application and the accompanying documentation is true and correct.

Signature _____ **Date** _____

Of Behalf of: _____

Print Name _____

Submit Application to: Info@calctp.org or fax to: CALCTP-AT at (213) 312-1799

ICF International
C/O: CALCTP
601 W. 5th Street, Suite 900
Los Angeles, CA 90071

**Attachment D
Sample Audit Agreement with CALCTP**

CALCTP-AT Employer Audit AGREEMENT

This California Advanced Lighting Controls Training Program-Acceptance Test (CALCTP-AT) Employer Audit agreement ("Agreement") dated the 09 day of October 2013 is

BY AND BETWEEN: **On-Target Electric** ("CALCTP-AT Certified Employers" or "CCE")
357 West Grove Avenue
Orange, CA 92865

AND: **ICF Incorporated LLC** ("Auditor" or "ICF")
9300 Lee Highway, Fairfax, VA 22031

WHEREAS, Auditor has certain knowledge and experience in providing certain lighting controls quality assurance auditing services; and

WHEREAS, CCE desires to obtain the Auditor's services as described in Appendix B to conduct independent oversight and accountability measures to validate the findings by lighting controls acceptance test technician and contractors as required by the California Energy Commission, hereinafter referred to as the "Contract," and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **AUDITOR AGREEMENT NO.** CALCTPAT-ICF-2013-0001
2. **TYPE OF AGREEMENT:** FIRM FIXED PRICE
3. **GENERAL TERMS AND CONDITIONS**
 - 3.1 The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference
4. **SCOPE OF WORK**
 - 4.1 Auditor shall provide to CCE the services set forth in Appendix B, attached hereto and incorporated herein by reference ("Services"). Auditor shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein ("Deliverables")
5. **PERIOD OF PERFORMANCE**
 - 5.1 The period of performance for this Agreement shall be from **10/09/2013** through **12/31/2018**.
6. **FEES AND PAYMENT**
 - 6.1 In consideration of tasks performed, CCE shall pay Auditor the fees set forth in Appendix B as agreed upon. Upon selection for a randomly assigned audit, CCE will be notified prior to and upon completion of the work for fee payment. Such fees shall be paid in accordance with the applicable invoice terms.
 - 6.2 Should CCE wish to dispute an invoice, it may send a formal complaint to Auditor which must be done in writing within seven (7) days of receipt, as outlined in the CALCTP-AT Handbook. Otherwise, invoices shall be deemed accurate and payable according to the terms thereof.

**Attachment D
Sample Audit Agreement with CALCTP**

7. KEY PERSONNEL

CCE: On Target Electric			
Technical POC		Contractual POC	
Name:	Rubio Rubio	Name:	Rubio Rubio
Phone:	714.363.0501	Phone:	714.363.0501
Email:	Rubio@teamontarget.com	Email:	Rubio@teamontarget.com
Auditor: ICF			
Technical POC		Contractual POC	
Name:	Mark Ouellette	Name:	Bernard Molepske
Phone:	(213) 312-1794	Phone:	703-934-38786
Fax:	(213) 312-1799	Fax:	703-934-2547
Email:	mark.ouellette@icfi.com	Email:	bernard.molepske@icfi.com

8. AUTHORIZED CHANGES IN SERVICES OR PAYMENT

8.1 The CCE's Contractual Point of Contact is the only representative of CCE who is authorized to approve changes in the Services or approve any change to the payment terms or amounts. The Auditor's Contractual Point of Contact is the only representative of CCE who is authorized to approve changes in the Services or approve any change to the payment terms or amounts.

9. PAYMENT/INVOICING

9.1 All deliverables shall be submitted to the CCE, CALCTP Board, and the California Energy Commission. Invoices and all questions concerning payment of invoices shall be referred to the Contracts Administrator.

9.2 Auditor shall submit invoices by the tenth (10th) day of each month following the month in which the Services were performed. CCE shall pay all invoices within 45 days.

9.3 Each invoice shall contain the following certification signed by an authorized representative of the Auditor:

"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."

10. NOTICE

10.1 Any notice given by either party shall be in writing and shall be deemed given, five (5) calendar days after deposit with the United States Postal Service, postage prepaid, certified return receipt requested, electronic mail or upon actual delivery to the other party at the following addresses:

TO CCE:
Rubio Rubio
On-Target Electric
357 West Grove Avenue
Orange, CA 92865
Rubio@teamontarget.com

TO Auditor:
Bernard Molepske
ICF Incorporated, LLC
9300 Lee Highway
Fairfax, VA 22031
bernard.molepske@icfi.com

AGREEMENT

**Attachment D
Sample Audit Agreement with CALCTP**

10.2 Both parties acknowledge that they have read and understand this Agreement, Appendix A, the Statement of Work (SOW) Appendix B, and CALCT-AT Handbook Appendix C and agree to be bound by those terms. Both parties further agree that this Agreement, Appendix A, Appendix B, and Appendix C constitute the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, CCE and Auditor have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**For: CCE
On Target Electric**

**For: Auditor
ICF INCORPORATED LLC**

Signature

Signature

Name (Typed or Printed)

Timothy M. Lowry

Name (Typed or Printed)

Date

Date

Attachment D
Sample Audit Agreement with CALCTP

APPENDIX A

AUDITOR GENERAL TERMS AND CONDITIONS

1. **WARRANTY.** ICF shall perform the Services, as defined in Appendix B, utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. The warranties set forth in this section are exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchant-ability and fitness for a particular purpose. Specifically, **ICF makes no warranty or guarantee regarding the accuracy of any forecasts, estimates, or analyses.**

2. **CCE'S RESPONSIBILITIES.** CCE shall provide site access and CCE data required by ICF, and shall make timely electronic payments, within forty-five days of invoice receipt. CCE shall also provide all findings from CALCTP-AT verification within 48 hours of completion. The fees for services do not include local, state, or federal sales, use, excise, personal property, or other similar taxes or duties, and any such taxes or duties shall be assumed and paid by the CCE.

3. **LICENSE GRANT/DELIVERABLES.** Subject to CCE's payment in full and to the terms of this agreement, the ICF deliverables will grant a license to the CALCTP Board for its annual reporting to the California Energy Commission and to the CCE to use the deliverables (as defined in the agreement) for CCE's internal business purposes only.

CCE shall indemnify and hold ICF harmless against any liability arising from or related to Deliverables that have been changed without ICF's written approval or have been used for a purpose other than as defined hereunder.

4. **ACCEPTANCE.** CCE shall accept all quality assurance audits upon delivery. The CCE can dispute the findings to the CALCTP Board and dispute panel as outlined in the CALCTP-AT Handbook. If the CCE decides to dispute a finding, they may have to reimburse Auditor for all fees associated with presenting findings to the CALCTP Board and Dispute Panel.

5. **FAILURE TO PAY.** In the event that payment has not been made in accordance with the terms of this agreement, in addition to any other remedy which ICF may have under law or equity, ICF on behalf of CALCTP may unlicense the CCE from the CALCTP-AT program. No work can be performed during this time by the CCE under the CALCTP-AT program as articulated in the CALCTP-At Handbook. CCE shall indemnify ICF for all reasonable costs, including actual attorney fees and related costs, necessary to obtain full and proper payment.

6. **CURRENCY OF PAYMENT.** All payments shall be in United States dollars (\$US).

7. **LIMITATIONS OF LIABILITY.** In no event shall ICF be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this agreement, even if advised of the possibility of such damages. In no event shall ICF's liability in connection with this agreement exceed the amounts paid to ICF hereunder.

8. **TERMINATION.** Neither party may terminate this agreement as long as the CCE is a CALCTP-AT Certified Contractor as articulated in the CALCTP-AT Handbook.

9. **FORCE MAJEURE.** ICF is not liable for any delay in performance or non-performance caused by acts of god, war, civil disturbance, government action, labor dispute, computer virus, pandemic illness, inadequate access to CCE site or data, or anything else beyond ICF's reasonable control.

10. **CHANGES TO THE SERVICES.** Changes in the scope of the services, either by CCE request, Auditor request or necessitated by other events or conditions (including, without limitation, changes in law or regulation), that would increase the cost or time needed to perform the services shall be cause for an equitable increase in the contract ceiling price, extension of the schedule for performing the services, or both.

11. **DISPUTES.** Any dispute relating to this agreement shall be submitted to a CALCTP dispute panel as outlined in the CALCT-AT Handbook consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The CALCTP-AT Dispute Panel shall meet to resolve the dispute as outlined in the CALCTP-At Handbook. Should this dispute resolution be unsuccessful, or if the panel has failed to meet within two (2) weeks of demand for such a meeting by either party, the matter may be submitted by either party to arbitration and no written or oral representation made during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

12. **GENERAL PROVISIONS.** ICF is an independent Contractor and shall not be deemed to be an employee or agent of the CCE or the CALCTP Board. All terms of this agreement are confidential and subject to the requirements of section 3 (above). CCE may not refer to ICF or ICF's performance hereunder in any publication or promotional material without ICF's prior written approval.

Attachment D
Sample Audit Agreement with CALCTP

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

Upon execution of this Agreement, CCE grants ICF the right to announce its relationship with CCE through a press release. ICF may also refer to CCE in its publicity material and government filings as being a CCE of ICF.

Neither party may assign this Agreement without the written consent of the other party, which consent shall not unreasonably be withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns but is not otherwise intended to confer any rights or benefits on anyone other than the parties.

The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia without regards to Virginia's conflict of laws principles. This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

In the event of a conflict in the terms and conditions of this transaction, the following order of precedence shall apply:

- i. The Consulting Agreement
- ii. The General Terms and Conditions (Appendix A)
- iii. The Statement of Work (Appendix B)
- iv. CALCT-AT Handbook (Appendix C)

**Attachment D
Sample Audit Agreement with CALCTP**

APPENDIX B

STATEMENT OF WORK (SOW)

The California Energy Commission Building Energy Efficiency Standards, Section 120.5. (Section 10-103-A, subds. (c)(1) & (c)(3)(F).) requires independent oversight of the work conducted by lighting controls acceptance test technicians. ICF International has been hired to conduct quality assurance desk (paperwork) and on-site audits for the program.

ICF has worked with the California Energy Commission (CEC) on the development of a Quality Assurance and Public Registry System. Based on the program parameters, **a percentage of projects, chosen randomly, will receive either a paperwork “desk” review, or an on-site in person quality assurance review.**

Each review will be based upon the following fee structure.

**State of California Building Code
Title 24 Lighting Controls Quality Assurance Reviews**

Type of Review/Audit	Fee Paid to ICF
For Each Quality Assurance Desk Review	\$200 per Audit
Per On-Site, In Person Quality Assurance Visit	\$400 per Audit

ICF shall invoice CCE for each independent audit reference above and in accordance with Section 8 of this Agreement

Attachment D
Sample Audit Agreement with CALCTP

APPENDIX C

CALCT-AT Handbook

The CALCTP-AT Handbook is available upon request and can be downloaded in full on the CALCTP website at: www.calctp.org. The CALCTP Board has the authority to change any conditions in the CALCTP Program Handbook without prior consent of the CCE that may impact this agreement.

All parties could be impacted by such changes.

Attachment E
CALCTP Quality Assurance ‘Audit’ Model

CALCTP has designed a quality assurance “audit” program utilizing best practices around a “quality assurance audit model.” CALCTP follow the guidelines established by the American Institute of CPA’s (AICPA) in the “Audit Sampling Considerations of Circular A-133 Compliance Audits” to address sampling size in an audit environment.

A-133 audits are required by the federal government and provide a statistically reliable method of quality assurance. In the “Audit Sample” chapter AICPA recommends, “If the auditor determines that internal control over compliance is effectively designed and implemented, Circular A-133 requires that the auditor plan the audit to support a low level of assessed control risk. This requires the auditor to plan to obtain a high level of assurance that controls operate as designed. Therefore, generally, samples for control tests are designed to achieve a 90 percent to 95 percent confidence level.”

However, AICPA state that there are several inherent risk factors that could impact noncompliance, which included, specifically:

- New program with little history with compliance requirement.
- Complex processing or judgment.
- Significant deficiencies or material weaknesses observed in the past.
- Correspondence from program officials indicating potential problems.
- Lack of adherence to applicable laws and regulations in prior years.
- High auditee turnover in a particular area.
- Very high volume of activity.
- Substantial change in the policies, processes, or personnel associated with the compliance requirement.

For new programs, it is recommended the audit program require a 95 to 98 percent confidence level at first to ensure that any initial issues with noncompliance are identified and addressed. Because the CALCTP-AT program is a new program that will initially consist entirely of newly certified lighting control test technicians, ICF has set a goal of conducting enough quality assurance audits during the first three years of the program to have a 98% confidence level that all acceptance test assessments are done correctly. As the program becomes more established and the CALCTP certified acceptance test technician workforce becomes more experienced, these quality assurance visits will decrease and move to a 95% confidence level in years 3-5 and then a 90% confidence level when the program is established in year 5 and beyond. The confidence levels for the program can be described in the table below.

Time Period	Confidence Level
Years 1-3	98%
Years 4-5	95%
Year 5+	90%

The formula for determining the appropriate confidence level will be:

**Attachment E
CALCTP Quality Assurance 'Audit' Model**

$$\hat{p} \pm z * \sqrt{\frac{p(1-p)}{n}}, \text{ where } \hat{p}$$

p=percentage

z= Z-Score or standard score which is the number of standard deviations is above the mean

n = sample size

As requested by the California Energy Commission (CEC) staff, CALCTP as a lighting controls acceptance test provider will conduct two types of audits. A paper quality assurance audit and an on-site quality assurance audit, with goal being that 50% of the audits are paper audits and 50% are on-site audits.

Time Period	Confidence Level	Anticipated % of Projects Audited*	Paper Audits	On-Site Audits
Years 1-3	98%	12%	6%	6%
Years 4-5	95%	8%	4%	4%
Year 5+	90%	4%	2%	2%

*the actual number of projects audited will depend on the total number of projects, the above identified is the anticipating a minimum pool of 250 projects in the course of a year. If more projects are completed the % of projects audited will decrease.

ICF will use the following to determine the appropriate sample size:

$$n = \left(\frac{z * \sigma}{MOE} \right)^2$$

n = Necessary Sample Size

z = Z-Score which is determined by the confidence level

σ =1-Standard Deviation

Attachment E

CALCTP Quality Assurance 'Audit' Model

Failed Item versus a Failed Test

A “failed Item” constitutes a category of failure on the part of the lighting controls acceptance test technician such as: failure to ensure appropriate documentation is available and complete; failure to conduct automatic daylight controls tests, lighting shut-off control tests, outdoor lighting control tests or demand responsive controls test; failure to verify power adjustment factors are correct when claimed; or failure to confirm installed lighting controls are certified to the California Energy Commission.

A “failed test” occurs when at least one of the threshold specifications is not met during the testing and inspection process. “Threshold Specifications” is a set of specific pass/fail criteria for each lighting control device or system requiring acceptance testing. Threshold specifications are established for minimum performance levels necessary to pass acceptance tests as outlined in the California Advanced Lighting Controls Training Program—Acceptance Test Technician Course.

Potential Failed Items

The CALCTP program will conduct the following tests and inspections. A failed test would include one or more of the following items:

- Occupant Sensors serving small zones in a large open office plan for Power Adjustment Factor (PAF)
 - Technician did not complete the automatic shutoff controls acceptance tests for occupancy sensors serving small zones in a large open office plan or properly document all results on the acceptance certification NRCA-LTI-02-A.
 - Incorrect power adjustment factor (PAF) is documented on Certificate of Acceptance NRCA-LTI-02-A (Part 5).
 - Zones, where a PAF is claimed, are not separately listed on Certificate of Acceptance NRCA-LTI-02-A (Part 5).
 - Occupant sensors are triggered by movement outside their assigned zone.
 - Occupant sensors are not listed in the CEC appliance database or approved for use by the CEC.
- Energy Management Control System (EMCS) functioning as an indoor lighting control that requires an acceptance test (per NRCA-LTI-02-E)
 - Technician did not complete the automatic shutoff controls acceptance tests for the type of control the EMCS is designed to replace or did not properly document all test results on the acceptance certificate NRCA-LTI-02-A.
 - EMCS was not tested once for each type of indoor lighting control it is designed to replace.
 - If the EMCS acts as an automatic time-switch control, a manual override (manual switch) is not installed in each indoor area served by the EMCS.

Attachment E
CALCTP Quality Assurance 'Audit' Model

- If the EMCS acts as part of an occupancy-based lighting control, the lighting system under its control turns OFF no later than 30 minutes after the space becomes vacant.
- Automatic Daylighting Controls
 - Technician did not complete the automatic daylighting controls acceptance tests or properly document all results on the acceptance certificate NRCA-LTI-03-A.
 - All required daylit zones are not shown on building plans.
 - Completed acceptance test document NRCA-LTI-03-A does not accurately account for all daylit control zones.
 - Luminaires outside the daylit zone are controlled by the same automatic daylighting control as luminaires inside the daylit zone.
 - Test results from the No Daylight Test, Full Daylight Test and Partial Daylight Test are not documented on acceptance test form NRCA-LTI-03-A.
 - Automatic daylighting control device is not listed in the CEC appliance database or approved for use by the CEC.
- Indoor Shut-off Controls – Automatic Time Switch Control
 - Technician did not complete the automatic time switch control acceptance tests and document the results on acceptance certificate NRCA-LTI-02-A.
 - Device is not programmed with a weekend schedule that matches the owner's operating plan or other programming guidelines provided to the technician for the space/building.
 - Device is not programmed with a holiday schedule that matches the owner's operating plan or other programming guidelines provided to the technician for the space/building.
 - Device override time limit is greater than 2 hours.
 - All individual control zones (or sampled zones when using a sampling method) are not documented on the acceptance certificate NRCA-LTI-02-A.
- Demand Response Controls
 - Technician did not complete the demand responsive lighting controls acceptance tests and document the results on the acceptance certificate NRCA-LTI-04-A.
 - Technician did not confirm the maximum DR reduction is less than 50% of full output.
 - DR controls are not capable of receiving a demand response signal from a utility or 3rd party aggregator.
- Outdoor Controls
 - Technician did not complete the outdoor lighting controls acceptance tests or document results on the acceptance certificate NRCA-LTO-02-A.
 - Technician did not verify that outdoor lighting was OFF during the day.
 - Outdoor lighting is not OFF during the day.
 - Technician did not test all outdoor motion sensors.

Attachment E
CALCTP Quality Assurance 'Audit' Model

Additional Oversight For Failing a Quality Assurance Audit

If a lighting controls acceptance test technician and/or a lighting controls acceptance test employer has failed either a paper quality assurance audit or an on-site-quality audit, both the CALCTP-AT Technician and the CALCTP-AT Employer will receive additional quality assurance oversight. As opposed to the anticipated percentage referenced above, technicians and employers that fail a quality assurance site visit will receive the following scrutiny.

Result	% of Projects Audited	Action That Will Be Take
Failed Either a Paper or On-Site Quality Assurance Audit	50% of Future Projects Audited until they have passed 2 on-site audits	On-Site Quality Assurance Audit Only
Failed a Second Quality Assurance Audit, the Second is an On-Site Audit	100% of Future Projects Audited, until passed 4 on-site audits	On-Site Quality Assurance Audit Only
Failed a Third Quality Assurance Audit, while still in the failed pool.		Recommendation sent to CALCTP Board to Terminate from CALCTP-AT Program