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## 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.”<sup>1</sup> To address this concern, the CEC enacted a new regulation in December 2012 requiring 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 on July 1, 2014.

**CALCTP is an approved Acceptance Test Technician Certification Provider (ATTCP).** 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, and pay all quality assurance fees, as applicable.

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<sup>1</sup> 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](http://www.energy.ca.gov/title24/2013standards/provider_cert/documents/final_rulemaking_documents/23_9_Point_Analysis_Acc-Testing_for_Publication.pdf)

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.

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.**

## OVERVIEW

### 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.

### 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. In addition, CALCTP-AT Technicians will be required to retrain 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.

### 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) must enter into an audit agreement that defines the duties and responsibilities of each party. All companies seeking CALCTP-AT 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 Certification 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, outlining roles and responsibilities for the quality assurance program

### **Accreditation Timeframes**

CALCTP-AT Employers are accredited by CALCTP-AT each Title 24 Energy Efficiency Standards Code Cycle (Code). Code cycles are three years in length. If a CALCTP-AT Employer becomes certified in the last 6 months of a Code Cycle that certification will last through the next Code. 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.
- 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 Certification course.
- e. Accredited companies must pay all audits within 120 days.
- f. Accredited companies must be up to date with their payment fees.

### **CALCTP Accreditation Obligations**

An accredited company shall

- 1) participate in the CALCTP Quality Assurance program and remain updated with all fees and payments.
- 2) submit all findings and forms to CALCTP administration within 48 hours of CALCTP-AT work completion using the CALCTP online web forms system; [failure to do so will lead to suspension and eventual expulsion from program.](#)
- 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 5 years and be accessible for review during CALCTP-AT quality assurance Review Process and, will be part of the State required registry when established);
- 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 Certification 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 Certification 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;
- 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.

### **Conformance to CALCTP Standards**

Companies accredited by CALCTP agree to abide by the terms and conditions contained in their Audit 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 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.

### 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. CALCTP-AT Employers must recertify for each code cycle. Notices of intent to recertify will be sent out approximately 3 months prior to new code cycle and must be returned to CALCTP at least 30 days prior to code implementation to ensure no period of suspension. If a CALCTP-AT Employer fails to pay renewal and conducts a CALCTP-AT Audit the company will be suspended from the program for 6 months, require a CALCTP Board hearing and will pay any fees associated with hearing.

Type <sup>2</sup>	CALCTP-AT Employer Fee
Initial Application: Self-Employed/Owner Operator with active ATT license and no more than two other ATTs in the field	\$480
Initial Application: 1 Office	\$840
Initial Application: More Than 1 Office	\$1,140
Recertification Fee for Self-Employed Owner Operators: Submittal of less than 50 projects / more than 50 projects during code cycle	\$420 / \$210
Recertification Fee 1 Office: Submittal of less than 50 projects / more than 50 projects during code cycle	\$600 / \$300
Recertification Fee More Than 1 Office: Submitted less than 50 projects / more than 50 projects during code cycle	\$750 / \$360

Includes access to online CALCTP-AT Employer Certification course that must be completed prior to initial certification.

In addition to the application and records maintenance fee, the CALCTP Board has hired ICF 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 Review Fees**

Type of Review/Audit For Each Quality Assurance Desk Review	Fee Paid to ICF \$300 per Audit
Per On-Site, In Person Quality Assurance Visit	\$650per Audit

### **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 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 architects, 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.

## **LIGHTING CONTROL ACCEPTANCE TEST TECHNICIAN REQUIREMENTS FOR CALCTP CERTIFIED INSTALLERS**

### **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.

### **Length of Course**

CALCTP-AT Technician course for CALCTP Certified Installers is approximately 20 hours and includes onsite classroom lectures, onsite lab introduction, onsite lab, Q &A, examination, and evaluation. CALCTP Certified Installers will already have completed the 26 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.

### **Class Size**

Due to the technical complexity of the CALCTP-AT Technician course, CALCTP Board policy requires a classroom trainer-to-trainee ratio of 1:20 and a lab trainer-to-trainee ratio of 1:15. 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.

### 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	\$360
Annual Maintenance Fee	\$165

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](http://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.

## LIGHTING CONTROL ACCEPTANCE TESTING CERTIFICATION REQUIREMENTS FOR ALTERNATIVE PATHWAY APPLICANTS

### 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 or Architects– as defined by Candidates who have received a bachelor's degree in engineering or architecture from an accredited college or university.

- Certified Commissioning Professionals – As defined by Candidates who have received the following certifications<sup>2</sup>:
  - 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

- vi. occupancy and photosensors for both indoor and outdoor applications;
- vii. low and line voltage dimming systems;
- viii. demand response control systems, including Energy Management Control System with Demand Response functionality/modules;
- ix. track lighting systems, including current limiting devices;
- x. 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 submitted by a customer as it relates 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.

#### **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 75% 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, EE 105, EE201, EE 300 and EE301. These courses can be found at:

[http://www.aboutlightingcontrols.org/Education\\_Express/accr\\_orgs.php](http://www.aboutlightingcontrols.org/Education_Express/accr_orgs.php).

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

These modules are estimated to take approximately 26 hours to complete and are offered free of charge by LCA. Completion of the modules ensures 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 CALCTP-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.

### **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.

### **Length of Course**

The CALCTP-AT Technician course for General Applicants is approximately 40 hours in length, which includes onsite classroom lectures, onsite lab introduction, onsite lab, Q &A, examination, and evaluation.

### **Class Size**

Due to the technical complexity of the CALCTP-AT Technician course, CALCTP Board policy requires a classroom trainer-to-trainee ratio of 1:20 and a lab trainer-to-trainee ratio of 1:15.

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.

### **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	\$360
Annual Maintenance Fee	\$165

Fees are payable [to ICF](#) 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](http://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

### 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 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](http://www.calctp.org). **CALCTP strongly** encourages Applicants to complete and submit the application electronically to [info@calctp.org](mailto:info@calctp.org) as [early in the certification process as possible](#).
- The Applicant must submit the application with the appropriate back up documentation and application and records maintenance fee. **The information on the application must match exactly the individual's government issued identification card. Once the application is approved,** the Applicant may pay by credit card through a secure Web site or via check made payable to ICF.
- 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.**

### 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.

**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.

**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.

If the application is complete, and the Applicant has sufficiently demonstrated their compliance with the minimum eligibility requirements, they will be sent a confirmation 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 course and examination 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).

**Refund Policy**

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

**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 TRAINING**

### **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 non-acceptable 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 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, EE 105, EE201, EE 300, and EE301. These courses can be found at:

[http://www.aboutlightingcontrols.org/Education\\_Express/accr\\_orgs.php](http://www.aboutlightingcontrols.org/Education_Express/accr_orgs.php) and are estimated to take approximately 26 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; (4) Lighting Control System Design, (5) Daylight-Responsive Lighting Control, (6) Lighting Control of LEDs and (7) Wireless Lighting Control. 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 four components: (1) Lighting Control Systems Acceptance Testing, Introduction and Installation Requirements; (2) Lighting Controls Acceptance Testing, Acceptance test procedures; (3) Laboratory Exercises and (4) Review and examination.

#### **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 Size**

Due to the technical requirements of the course, CALCTP Board policy requires a classroom trainer-to-trainee ratio of 1:20 and a lab trainer-to-trainee ratio 1:15.

## 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

#### 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

Emphasis is placed on understanding how individual devices are combined and integrated into each of *four* levels of lighting control systems, starting with individual luminaires and progressing to building-level management and control solutions.

#### Module 1: Lighting Concepts and Control Strategies

Lighting terminology, introduction to control strategies and the system's based approach; sequence of operations.

- Introduction to Commercial Lighting
- Generalized lighting system model / theory
- Lighting Terminology / Metrics / Etc.
- Introduction to control strategies and systems to achieve lighting design goals
  - General area controls and switching
  - Dimming and Scene Control
  - Scheduling and Demand Response
  - Occupancy and Vacancy Sensing
  - Daylight Harvesting
- Develop sequence of operations – document how you want your lighting system to perform (based on application/job size)
  - Basic
  - Better
  - Best

Module 2: LED Light Sources

Overview of primary light source types used in commercial applications, controls capabilities, and the necessary ancillary equipment used to control power to the source.

- LED lighting: sources and drivers
- LED / Florescent System Compatibility
- LED Controls Compatibility

Module 3: Power & Communication: This is the infrastructure to support control system deployment.

- Power methods
  - Wired systems
    - Line Voltage
    - Low Voltage
  - Wireless systems
  - Self-powered devices
- Distributed and centralized control architecture
- Communication methods
  - Wired communications
  - Wireless control and networking
- Emergency lighting

Controls – The Systems Approach by Application

Control levels - layers of control starting at the luminaire and expanding to the entire building, scalable, added features such as energy monitoring, diagnostics, integration with other building systems.

Detailed examination and application of five primary lighting control strategies:

Module 4: General Area Controls and Switching

Module 5: Dimming and Scene Control

Module 6: Scheduling & Demand Response

Module 7: Occupant Sensing

Module 8: Daylight Harvesting

Each control strategy in Module 4-8 will be presented in terms of five key learning areas:

1. Control Hardware – The physical devices used to implement the control strategy.
2. Mounting/Location – Applicable mounting styles, configurations and considerations.
3. Power – Power requirements and methods
4. Communication – Communication signal types and requirements
5. System Application – Where and how is the control strategy integrated into a commercial lighting system (System Level 1 through System Level 4)

### **Lighting Control Systems and Programs Test Questions**

Each examination consists of 50 equally weighted multiple-choice questions, with four choices per question. 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 Systems test requires a 70% 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

**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 Acceptance Test Procedures and Documentation Test Questions:** Test questions relate to a job task analysis created by experts and cover the following topics:

1. Lamp and ballast systems
2. Line voltage switching controls
3. Low voltage switching controls
4. Dimming controls
5. Occupancy sensors
6. Photosensors
7. Demand responsive signal inputs to lighting control systems
8. Building Energy Efficiency Standards required lighting control systems
9. Building Energy Efficiency Standards required lighting control system-specific analytical/problem solving skills
10. Integration of mechanical and electrical systems for Building Energy Efficiency Standards required lighting control installation and commissioning
11. Safety procedures for low-voltage retrofits (<50 volts) to control line voltage systems (120 to 480 volts)
12. Accurate and effective tuning, calibration, and programming of Building Energy Efficiency Standards required lighting control system
13. 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
14. 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 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 online 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 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?

### **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 4 hours covering:**

1. Lighting controls acceptance testing – Introduction and Installation Requirements
2. Lighting controls acceptance testing – Acceptance test procedures

## **EXAMINATION ADMINISTRATIVE PROCEDURES**

### **Rules and Exam Security**

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.

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.

### **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 electronic version of completed 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 \$175 charge for such re-scoring.

### **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.

### **Failure to Appear**

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

### **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.

### **Scoring and Grade Notification**

#### **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.

### **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.

### **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
- 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.

### **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.

### **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).

### **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 \$175.00.

### **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.

### **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 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**

### **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.

### **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.

### **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, 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.

### Replacement Identification Cards

In the event that a CALCTP-AT Technician card needs to be replaced for being lost or a name change, a fee of \$25 will be charged to the participant except in the 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.

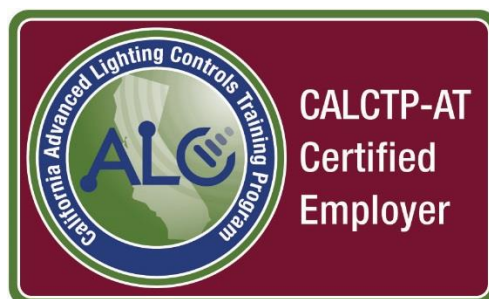
### Logo for Certified CALCTP-AT Technicians

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.



## **ADDITIONAL ITEMS**

### **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.

### **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**

#### **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.

#### **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.

**CALCTP-AT List**

CALCTP will maintain a CALCTP-AT list of technicians and employers as required by CEC. 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 will be made available to the CEC in a secure, online format that can be viewed from the CALCTP Web site at: [www.calctp.org](http://www.calctp.org).

**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

The numerical digits are randomly and increased from 0001 (Start number).

Example ATE-0001

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



### **Quality Assurance Program Description**

The CALCTP Board has hired an independent third-party, ICF, 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.

### **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 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 Audit 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.

### **Quality Assurance Procedures for CALCTP-AT Employers**

#### **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.

#### **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.

#### **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. 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.

## **GRIEVANCES & APPEALS**

### **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.

### **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
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.

### **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.

## **CONTACTING CALCTP**

### **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 Chancellor's Office
- California State University System
- California Energy Commission
- San Diego Gas and Electric
- Los Angeles Department of Water and Power
- California State Labor Management Cooperation Committee
- Pacific Gas and Electric
- Sacramento Municipal Utility District
- National Electrical Manufacturers Association

### **Obtain Information and Ask Questions**

Please contact CALCTP Administration at 555 W. Fifth Street, Suite 3100, Los Angeles, CA 90013, email [info@calctp.org](mailto:info@calctp.org), or visit the Web site at [www.calctp.org](http://www.calctp.org) for additional information.

### **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.

### **Other Policies**

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



## APPENDIX I: 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.

**SECTION A: Compliance with Laws, Policies, and Rules Related 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, in 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 Employer 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.

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.

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**

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.

## **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.

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.

- 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.

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.

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.

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



## **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](mailto:info@calctp.org) or through CALCTP Administration at: CALCTP, c/o ICF, 555 W. Fifth Street, Suite 3100, Los Angeles, CA 90013.

### **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.
- A 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**

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.

## **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 Handbook (CALCTP-AT 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,
- 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**

- 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

- 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**

- 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**

**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.