

City Colleges of Chicago and Elevate Energy

Wright College Humboldt Park and Elevate Energy
Solar Photovoltaic Installers Training Program

This Training Agreement ("Agreement") is entered into this 1st day of September 2019 between Elevate Energy and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, d/b/a City Colleges of Chicago, ("Board").

Whereas, Elevate Energy is a non-profit organization based in Chicago focused on designing and implementing programs that reduce costs, protect people and the environment, and ensure the benefits of clean and efficient energy use reach those who need them most.

Whereas, the Board of Trustees of Community College District No. 508, d/b/a City Colleges of Chicago ("Board" or "City Colleges"), is a governing body established to provide formal college related education to its participants under state and local statutes;

Whereas, the parties seek to establish a Training Agreement that will combine their mutual resources and expertise in education and training to improve the lives of their respective participants and increase their career opportunities;

Now, therefore, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

Training Agreement

1. The purpose of the Agreement is to leverage physical resources at Wright College's Humboldt Park Campus to provide a free Solar Photovoltaic Installer Training Program to qualifying participants.
2. The Agreement shall commence with the first cohort of trainees beginning February 3rd, 2020 and continue until April 10th, 2020.
3. Program curriculum, instructional resources and supplies will be provided by Elevate Energy.
4. Classroom and storage space will be provided by Wright College Humboldt Park for the ten week duration of the training course, per cohort, as outlined by the Elevate Energy's grant funding requirement.
5. Participants will be selected according to grant criteria outlined by the Future Energy Jobs Act and acted upon by Elevate Energy as the Principal Investigator of this grant.
6. Wright College Humboldt Park will operate the Program under its Continuing Education Program and will require all participants to complete City Colleges of Chicago admission requirements.

7. Elevate Energy will comply with City Colleges of Chicago academic requirements and processes including but not limited to certifying student grades and providing a copy of the master syllabus.
8. Elevate Energy will inform City Colleges of Chicago of any fundamental changes in the Solar Photovoltaic Installer curriculum prior to making such changes.
9. The City Colleges of Chicago will not issue a credential for the Solar Photovoltaic Installer. Participant training will be documented on a City Colleges of Chicago academic record and transcript.
10. The parties agree to comply with all federal, state and local laws, rules, regulations, policies, procedures and ordinances including but not limited to rules promulgated by the Illinois Community College Act, Illinois Community College Board, and the Elevate Energy trustees.
11. Each party shall be responsible for complying with disability related accommodations as it relates to the operation of the Solar Photovoltaic Installer Program.
12. The parties agree that this Agreement pertains solely to the specific programs listed and the time periods stated therein. Further, the Agreement is subject to a bi-annual review which may result in necessary updates to the Agreement and subsequent approval from the parties.
13. The parties agree to maintain all records necessary to ensure compliance with the terms of this Agreement and the requirements of all applicable federal and state statutes and to allow for the inspection and examination of such records as necessary for the efficient administration of the Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"). The parties acknowledge the prompt response to requests for documents is necessary for the efficient administration of the Training Agreement.
14. Each party to this Agreement is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible for any and all taxes imposed upon each party as well as any other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor. Nothing contained in this Agreement is intended to create an agency relationship between and among the employees, agents and representatives of City Colleges of Chicago and the employees, agents and representatives of the Fund.
15. Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.

Applicants/Participants

16. Applicants that have been accepted into the Wright College Humboldt Park and Elevate Solar Photovoltaic Installer Program following criteria set forth by the grant managed by Elevate Energy.
17. The recruitment, entry into and training of individuals shall be without regard to race, color, religion, national origin, sex, age, immigration status, ancestry, sexual orientation, gender identity, disability, military status, or actual or potential marital or parental status, including pregnancy.
18. Elevate Solar Photovoltaic Installer Program agrees to provide interested individuals with program qualifications, selection criteria, and organization locations for application for those seeking to participate in the grant program managed by Elevate Energy.
19. City Colleges of Chicago agrees to provide academic advising to participants of this Agreement seeking additional schooling beyond the Solar Photovoltaic Installer Training Program.
20. Semi-annual meetings shall take place between the parties to discuss an additional memorandum of agreement and application procedures toward developing articulation of credit course hours that transfer for credit at universities associated with City Colleges of Chicago.

Marketing and Advertising

21. The parties agree to publicize the contents of the Agreement on their respective websites.
22. Both parties agree that they shall not use the name, image or likeness of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval.

Accreditation

23. City Colleges of Chicago represents and warrants that it is an Associate Degree granting agency, currently accredited by the Higher Learning Commission of the North Central Association, an approved regional accrediting body recognized by the U.S. Department of Education. City Colleges of Chicago agrees that it is its responsibility to immediately notify Elevate Energy of any adverse changes in its accreditation status. Elevate Energy may terminate this agreement immediately if City Colleges of Chicago fails to notify the Fund of a change in its accreditation status.
24. The parties agree that if any of the terms of this Agreement would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state

educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, and may immediately terminate the Agreement.

25. Each of the parties shall remain the sole owner of all rights in and to its respective name, trade names, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases, and other intellectual property, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement.

Data Clause

26. Subject to the Family Educational Rights and Privacy Act and all applicable federal, state and local laws, City Colleges of Chicago and the Elevate agree to exchange data and documents that will contribute to the maintenance and implementation of this Agreement and promote effective cooperation between the two institutions. The Fund further agrees to inform City Colleges of Chicago of any misconduct or behavior engaged in by an applicant in the Fund's setting or in an internship setting which may impact their enrollment or current status in the Fund's program or at City Colleges of Chicago.

Entire Agreement

27. This Agreement is the entire Agreement between the parties with respect to the subject matter and supersedes any previous or contemporaneous statements, representations and agreements, whether oral or written. This Agreement is binding upon the parties and shall inure to the benefit of their respective successors, assigns and affiliates. No amendment or modification of any provision of this Agreement will be effective unless it is written and signed by representatives of both parties.
28. The parties may not assign, in whole or in part, any portion of the Agreement or any of the rights and obligations contained in this Agreement without the prior written consent of each party.

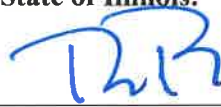
Duration

29. This Agreement shall begin on the date that this document is executed by all parties and shall terminate upon sixty (60) days written notice by any party. The Agreement may be executed by facsimile. A facsimile shall be deemed an original and shall be enforceable and admissible in any legal proceeding.
30. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to conflict of law.


31. Each party represents and warrants that the person executing this Agreement is duly authorized to bind and act on behalf of their respective entity.
32. This Agreement is for the benefit of Elevate Energy and City Colleges of Chicago and not for the benefit of any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

**Board of Trustees of Community
College District No. 508, County of
Cook and State of Illinois:**

By: 
David Potash, President
Wibur Wright College
Date: 10/2/19

Elevate Energy

By: 
Name: Delmar L. Gillis Jr
Title: COO

APPROVED AS TO LEGAL FORM:

By: 
Karla Mitchell Gowen
General Counsel
Date: 10/2/19