

## **Agreement Qualified CGP QSD/QSP Trainer of Record California Construction General Permit**

This is an Agreement between California Stormwater Quality Association (hereinafter referred to as “CASQA”) and the Qualified Construction General Permit (CGP) QSD (Qualified SWPPP Developer)/QSP (Qualified SWPPP Practitioner) Trainer of Record (hereinafter referred to as “Trainer of Record”), to provide services related to and including **CGP QSD/QSP Training**. This Agreement contains the mutual rights and responsibilities of CASQA and the Trainer of Record and their relationship to each other.

### **1.0 GENERAL PROVISIONS**

- 1.1** This Agreement will cover services to be provided by the Trainer of Record for the CGP QSD/QSP Training for the period of two (2) years from the date of execution of this Agreement (see page 5). The Trainer of Record will provide Trainer of Record services, as developed by the California Construction General Permit Training Team (CGPTT). Courses are defined as presentation of CGP QSD/QSP Training Materials (see Section 3 of this document) prepared by the CGPTT and provided to the Trainer of Record for instructing the CGP QSD/QSP Training. CASQA cannot guarantee any number of, or specific sites for, the course(s).
- 1.2** The Trainer of Record shall not advertise, announce, or otherwise claim that he/she is a Trainer of Record until they receive a fully executed copy of this Agreement and their Certificate of Qualification. In referencing their status as a Trainer of Record, the Trainer of Record shall not refer to himself/herself as “State approved” or make an equivalent reference to the State of California or the Water Boards. The Trainer of Record may refer to himself/herself as “CASQA qualified” and/or as a “CGP-ToR”. The Trainer of Record shall not apply a CASQA, State of California, or Water Board logo to their advertisements, marketing materials, websites, or other materials.
- 1.3** CASQA will post information about Trainers of Record on its website, including name, contact information, and certificate expiration date. The Trainer of Record is responsible for ensuring the accuracy of name and contact information, and for informing CASQA of any changes to that information.
- 1.4** The Trainer of Record will provide the minimum classroom instruction hours as stated in the CGP QSD/QSP Training Materials. The Trainer of Record will provide a maximum of 10 instruction hours per day. The 15-minute breaks may count toward the total and daily minimums; the lunch breaks will not count toward the total and daily minimums.
- 1.5** The Trainer of Record should provide at least two 15-minute breaks, one mid-morning and one mid-afternoon, plus a lunch break in the schedule, per course day.
- 1.6** The Trainer of Record will: a) set up his/her CGP QSD/QSP Training course with dates and locations, b) as an option, inform CASQA of the dates of all upcoming courses, and c) as an option, provide this information to CASQA for the purpose of listing the course on the CASQA website.

- 1.7 The Trainer of Record is responsible for handling all financial transactions associated with his/her CGP QSD/QSP Training courses. This includes, but is not limited to, registration, course materials, audio/visual, and classroom.
- 1.8 The Trainer of Record will conduct CGP QSD/QSP Training only in-person, physically with his/her students.
- 1.9 The Trainer of Record will enter information about their students online using the OWP website. The information to enter online must include each student's name, direct e-mail address, phone number, and SSN4 (last four digits of Social Security Number). For the process to work effectively and efficiently, **you must enter your student's information into the online system by the end of the last day of their training class**, as your students may register and take the exam(s) as soon as they return from your class to a computer at home, work or elsewhere, which could be as soon as the same day their training ends. If you have not entered their information into the online system, the exam system will not recognize them and will not allow them to proceed to testing. Only a Trainer of Record, or their designee, may enter student information to start the process (i.e., a student may not do so).
- 1.10 In the special cases when the exam(s) are administered on paper rather than online, the Trainer of Record may not be the Proctor for exams. Proctoring of exams is handled separately and not under this Agreement.
- 1.11 Trainer of Record agrees that CASQA, or its agent, will have the right to audit the Trainer of Record's Training courses and review, obtain, and copy all records pertaining to performance of this Agreement. Trainer of Record agrees to provide CASQA, or its agent, with any relevant information requested for the purpose of determining compliance with this Agreement. Trainer of Record further agrees to maintain such records for a period of three (3) years after final payment under this Agreement

## 2.0 QUALIFICATIONS

- 2.1 Each Trainer of Record must be a current QSD in good standing, and must be qualified by CASQA as a Qualified CGP QSD/QSP Trainer of Record.
- 2.2 The credential(s) of the Trainer of Record was (were) a significant consideration in the Trainer of Record selection process. The Trainer of Record shall immediately notify CASQA should any credential held by the Trainer of Record become suspended, revoked, cancelled, not renewed, placed in inactive status, placed in retired status, placed in a non-practicing status, or becomes delinquent, as a result of voluntary or involuntary disciplinary actions, failure to comply with continuing education requirements, voluntary or involuntary self designations, or nonpayment of credential fees. For the purposes of this section, "credentials" means any credential defined in the Construction General Permit as qualifying a person to be a QSD or QSP, and "immediately" notifying CASQA shall mean notifying CASQA's Executive Director in writing within 30 days of the effective date of the described actions. The Trainer of Record shall not act as a Trainer of Record between the effective date of the described action and the notification to CASQA, and for a period of 60 consecutive calendar days

following the notification to CASQA, during which time CASQA shall consider whether the Trainer of Record may continue to act as a Trainer of Record.

- 2.3 Each Candidate CGP Trainer of Record must have attended a Trainer of Record Orientation Workshop to become a Trainer of Record or Renewal Training to maintain Trainer of Record status.
- 2.4 Assisting instructor(s) can be used without the approval of CASQA as long as the assisting instructor(s) is instructing under the Trainer of Record, and adheres to the Professionalism requirements under Section 4 of this document.
- 2.5 To maintain their status, approved Trainers of Record are required to renew their designation as a Trainer of Record every two (2) years per CASQA Policies and Procedures.

### 3.0 CGP QSD/QSP TRAINING MATERIALS

- 3.1 CASQA will provide the Trainer of Record with CGP QSD/QSP Training Materials during the mandatory Train the Trainer Orientation Workshop. The Trainer of Record Instructors will be showing presentations during the Train the Trainer Orientation Workshop. These presentations are the property of Trainer of Record Instructors and may not be duplicated without the written consent of the Trainer of Record Instructors (see permission to use notes next to modules on ToR website).
- 3.2 The Trainer of Record will adhere to the copyright statement in the CASQA best management practice (BMP) Handbook / Portal. Additionally, CASQA grants permission to the Trainer of Record for use of the Construction BMP Handbook / Portal in providing regulatorily required CGP QSD/QSP Training for the following individual uses only, not for resale:
  - a. online access and demonstration of BMP Handbook / Portal during training,
  - b. incorporation of still images from BMP Handbook / Portal into electronic training presentation, and
  - c. paper printing of PDF of training presentation and distribution to CGP QSD/QSP students. The Trainer of Record **does not** have permission to provide electronic copies of the BMP Handbook / Portal, including portions thereof (e.g., REAP Template) to his/her students.
- 3.3 It is essential that the Trainer of Record adheres to and covers the entire CASQA course outline and content. However, the Trainer of Record is also encouraged to supplement the required information as he or she sees fit. Be aware that significant deviations from the course outline can lead to dissatisfaction from course participants and can be perceived as a misrepresentation of the qualifications material.
- 3.4 Any supplemental materials must be restricted to the subject matter of the course and may not include any promotional materials for the Trainer of Record or his/her organization.

#### 4.0 PROFESSIONALISM

- 4.1 The Trainer of Record is under contract with CASQA and will be representing the organization. The Trainer of Record shall conduct the course in a professional manner, befitting the ethical code of his/her profession. Clothing, anecdotal comments, humor, and other aspects of the course presentation shall adhere to the highest social standards. Sexist, racist or otherwise degrading comments will not be tolerated and are grounds for termination as a Trainer of Record.
- 4.2 The Trainer of Record shall afford the professional respect due to CASQA, its members and staff, the CCGPTT, and the CGP Training Program. CASQA serves its members and the broader stormwater quality professional community through opportunities such as these courses. Trainers of Record should not belittle or make derogatory remarks about CASQA, its members and staff, the CCGPTT, and the CGP Training Program.
- 4.3 The use of profanity is inappropriate and **is not** to be used in the classroom. A professional manner is always required.
- 4.4 The Trainer of Record shall avoid the mention of specific product names or manufacturers during the course presentation. CASQA does not endorse any products or proprietary techniques.
- 4.5 The Trainer of Record shall not use the scheduled course time to distribute any material that is self-promoting or represents business interests other than those directly related to CASQA or the CGP Training Program.
- 4.6 Trainers of Record are encouraged to make themselves available to assist participants with questions regarding course content, before, during and after the course but not on the day of or during the exam.

#### 5.0 FINANCIAL

- 5.1 All Trainers of Record **will not** be compensated through CASQA for instruction of the CGP QSD/QSP Training. Trainers of Record are responsible for all costs associated with training, and are encouraged to price each event to ensure profitability for their training by also including total compensation for time to and from the venue, any prior preparation time, and the actual instruction time.
- 5.2 Meals, coffee breaks, or other refreshments are optional and are at the discretion of the Trainer of Record or if working with a sponsoring organization, that organization.

#### 6.0 INDEMNIFICATION

- 6.1 The Trainer of Record agrees to indemnify and hold CASQA and its officers, directors, employees, or agents harmless from any damages, claims, or actions against CASQA for bodily injury or property damage, including attorney fees incurred by CASQA in defending any such damages, claims, or actions to the extent caused by the negligence

or willful misconduct of the Trainer of Record in the performance of his/her obligations under this Agreement.

- 6.2 In the event the Trainer of Record and/or CASQA is named as a defendant in any legal action as a result of the negligence or willful misconduct of the Trainer of Record in the performance of his/her obligations under this Agreement, the Trainer of Record shall indemnify CASQA, its officers, members, employees, or agents against any and all claims, lawsuits, damages, or costs incurred in responding, including but not limited to, reasonable attorney fees and costs of suit.

## **7.0 COMPLAINTS / DISCIPLINARY REVIEW AND ACTION**

- 7.1 Any documented violation of this Agreement may result in disciplinary action against the Trainer of Record, up to and including revocation of the Trainer of Record's "Qualified" status.
- 7.2 Upon receipt of written complaints by students, fellow Trainers of Record, or CASQA, and confirmation of the same, a letter of reprimand will be issued detailing the problem and warning of possible revocation of their Trainer of Record status.
- 7.3 Upon the receipt by CASQA of other complaints within the next twelve months, the Trainer of Record will be immediately referred to the CASQA Board of Directors for a decision on the appropriate disciplinary action. The Trainer of Record has the right to rebut or refute the alleged complaint in writing.
- 7.4 Trainers of Record under disciplinary review will make themselves available for a conference call meeting with the CASQA Board of Directors. Trainers of Record who fail to make themselves available for this telephonic hearing, or who fail to dispute the complaint against them will have their "Qualified" status summarily revoked.
- 7.5 Decisions made by the CASQA Board of Directors may not be appealed. Decisions of the CASQA Board of Directors shall be final. Trainers of Record who wish to challenge the decision of the CASQA Board of Directors shall submit the matter through the arbitration process as noted in 7.7 below.
- 7.6 CASQA will not be responsible for damages or personal injury suffered by the Trainer of Record while performing the tasks of providing CGP QSD/QSP Training or any other related activities. The Trainer of Record will provide any insurance deemed necessary.
- 7.7 In the event of any controversy or dispute arising out of this Agreement, all such matters shall be submitted to arbitration to be conducted under Commercial Rules of the American Arbitration Association. Any award of the arbitrator shall be enforceable in any court of competent jurisdiction.

The Trainer of Record's signature below indicates his/her Agreement to follow all the terms and conditions of this Agreement.

CASQA—Construction General Permit Trainer of Record Agreement

Failure to sign and return this Agreement will result in the Trainer of Record's removal from the list of Trainers of Record.

Effective: July 1, 2019

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Trainer of Record (Please Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
CASQA

\_\_\_\_\_  
Date