

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

The California Stormwater Quality Association (hereinafter referred to as “CASQA”) maintains a State Water Resources Control Board (hereinafter referred to as “State Water Board”) approved Qualified Construction General Permit (CGP) QSD (Qualified SWPPP Developer)/QSP (Qualified SWPPP Practitioner) Training Program through a Memorandum of Agreement. As part of the Memorandum of Agreement between CASQA and the State Water Board, CASQA’s roles and responsibilities include, but are not limited to, administering the process to qualify and approve Trainers of Record, which are then qualified to instruct QSD/QSP training courses for entities to comply with the CGP.

In furtherance of CASQA’s obligations under the Memorandum of Agreement with the State Water Board, CASQA hereby enters into this Agreement with the Trainer of Record, who must be a Qualified Construction General Permit (CGP) QSD (Qualified SWPPP Developer)/QSP (Qualified SWPPP Practitioner) Trainer of Record (hereinafter referred to as “Trainer of Record”) (collectively referred to individually or collectively as Party or Parties), 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 covers services provided by the Trainer of Record for CGP QSD/QSP Training for a period of one (1) year, starting on July 1 of 2022. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless (a) one Party provides written notice to the other Party at least 60 days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement, or (b) the Trainer of Record for CGP QSD/QSP fails to maintain a valid Certificate of Qualification. Each Party reserves the right to not renew the term of this Agreement for any reason.
- 1.2** The Trainer of Record agrees and understands that Trainer of Record services provided under this Agreement are those as developed by the California Construction General Permit Training Team (CGPTT), which is led by the State Water Board and CASQA. Services are defined as presentation of CGP QSD/QSP Training Materials (see Section 3 of this document) (also referred to as courses) prepared by the CGPTT and provided to the Trainer of Record for instructing the CGP QSD/QSP Training.
- 1.3** The Trainer of Record understands that by agreeing to the terms of this Agreement that CASQA does not in any way guarantee any number of, or specific sites for, the services covered by this Agreement.
- 1.4** The Trainer of Record agrees to not advertise, announce, or otherwise claim that he/she is a Trainer of Record for the CGP QSD/QSP Training unless she/he has a valid Certificate of Qualification. In referencing his/her 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.

- 1.5 The Trainer of Record is free to withdraw from this Agreement at any time by giving CASQA express written notification at least 30 days in advance of withdrawal. Any fees paid to CASQA for the current year by a withdrawing Trainer of Record shall not be reimbursable by CASQA to the withdrawing Trainer of Record.
- 1.6 The Trainer of Record is responsible for maintaining the accuracy of his/her contact information provided to CASQA. The Trainer of Record agrees to provide CASQA notice of any changes to his/her contact information within 30 days of the change occurring. Contact information provided to CASQA needs to include the following: a physical address; phone number; email address; name of company (if applicable); and, professional website address (if one is maintained and applicable).
- 1.7 CASQA agrees to post information about Trainers of Record on its website, including name, contact information, and Certificate of Qualification expiration date.

2.0 QUALIFICATIONS FOR BECOMING AND MAINTAINING TRAINER OF RECORD STATUS

- 2.1 The Trainer of Record subject to this agreement understands and acknowledges that a Trainer of Record for the CGP QSD/QSP training 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 Trainer of Record acknowledges and understands that the Trainer of Record's credentials are a significant consideration in the Trainer of Record selection process and for maintaining Trainer of Record status. Accordingly, the Trainer of Record agrees to 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 maintain its Trainer of Record status for the CGP QSD/QSP training.
- 2.3 The Trainer of Record subject to this Agreement acknowledges that to be a Trainer of Record for the CGP QSD/QSP training that the Trainer of Record needs to have attended a Trainer of Record Orientation Workshop. Further, the Trainer of Record understands and agrees as part of this Agreement to attend Renewal Training to maintain Trainer of Record status as required by CASQA.

- 2.4 The Trainer of Record understands that an Assisting instructor(s) may be used without the approval of CASQA but agrees that any assisting instructor(s) is instructing under the direction and responsibility of the Trainer of Record, and that the Trainer of Record is responsible for the performance of the assisting instructor in meeting the terms of this agreement, including adhering to the Professionalism requirements under Section 4 of this document.
- 2.5 Pursuant to the terms of this Agreement, approved Trainers of Record are required to maintain a valid Certificate of Qualification.

3.0 CGP QSD/QSP TRAINING MATERIALS

- 3.1 CASQA agrees to provide the Trainer of Record with exclusive CGP QSD/QSP Training Materials.
- 3.2 CASQA has prepared and maintains CASQA's best management practice (BMP) Handbook/Portal that is available to the public through a subscription service. The Trainer of Record has access to the BMP Handbook/Portal if they obtain and maintain a valid subscription separate and apart from this Agreement. As long as the Trainer of Record has a valid subscription to the BMP Handbook/Portal, CASQA agrees, as a term of this Agreement, to allow the Trainer of Record to use CASQA's best management practice (BMP) Handbook/Portal for the specific uses described here:
 - 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., SWPPP Template) to his/her students.
- 3.3 The Trainer of Record understands and acknowledges that any use of CASQA's BMP Handbook/Portal by the Trainer of Record beyond those uses described in paragraph 3.2 are beyond the scope of this Agreement and are subject to CASQA's Copyright Statement and conformance with the Permission to Use provisions that are part of CASQA's BMP Handbook/Portal.
- 3.4 The Trainer of Record agrees that services provided under this Agreement must adhere to and cover the CGP QSD/QSP Training Materials as prepared by the CGPTT. CASQA understands that the Trainer of Record may also supplement the required course outline and content as the Trainer of Record determines is appropriate. The Trainer of Record understands that significant deviations from the course outline may lead to dissatisfaction from course participants and may be perceived as a misrepresentation of the qualifications material. Any deviations from the course outline and content are at the discretion of the Trainer of Record, except as limited by paragraph 3.5.
- 3.5 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 ADDITIONAL RESPONSIBILITIES OF THE TRAINER OF RECORD

- 4.1 The Trainer of Record agrees to provide the minimum classroom instruction hours as stated in the CGP QSD/QSP Training Materials. The Trainer of Record agrees that the maximum amount of instruction to be provided on any single day may not exceed 10 hours per day. When calculating classroom instruction hours, 15-minute breaks may count toward the total and daily minimums; the lunch breaks will not count toward the total and daily minimums.
- 4.2 The Trainer of Record agrees to: Set up his/her CGP QSD/QSP Training course(s) with dates and locations, and, may as an option, inform CASQA of the dates of all upcoming courses and provide this information to CASQA for the purpose of listing the course(s) on the CASQA website.
- 4.3 The Trainer of Record agrees to be responsible for handling all financial transactions associated with his/her CGP QSD/QSP Training course(s). This includes, but is not limited to, registration, course materials, audio/visual, and classroom arrangements.
- 4.4 The Trainer of Record agrees to conduct CGP QSD/QSP Training only in-person, physically with his/her students, unless the Trainer of Record has been qualified by CASQA in advance to offer and conduct live training using the Internet or other approved electronic formats (i.e., virtual training).
- 4.5 The Trainer of Record agrees and understands that part of their responsibility includes entering information about their students online using the Office of Water Programs 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, the Trainer of Record agrees to **enter student's information into the online system by the end of the last day of their training class. Such action is necessary because** students may register and take the exam(s) as soon as they complete the CGP QSD/QSP training course, which could be as soon as the same day their training ends. If their information has not been entered into the online system, the exam system will not recognize the student and will not allow the student 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).
- 4.6 CASQA encourages Trainers of Record to make themselves available to assist participants with questions regarding course content, before, during and after the course but not during the exam.
- 4.7 In certain circumstances 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 is beyond the scope of this Agreement.
- 4.8 The Trainer of Record agrees that CASQA, or its agent, maintains the right to audit the Trainer of Record's Training courses and review, obtain, and copy all records pertaining to performance of this Agreement. The Trainer of Record agrees to provide CASQA, or its agent, with any relevant information requested for the purpose

of determining compliance with this Agreement. The Trainer of Record further agrees to maintain such records for the most recent successive period of three (3) years from the term of this Agreement.

- 4.9 The Trainer of Record acknowledges and understands that the cancelling of training courses causes disruption to many. Accordingly, the Trainer of Record agrees to avoid cancelling scheduled courses as much as possible. In the event that cancellations are unavoidable, the Trainer of Record agrees to notify each registered student at least 48 hours in advance of the scheduled start time. The Trainer of Record also agrees to notify registered students at least 48 hours in advance of a scheduled start time of a training course, of any change to the timing, location, or delivery of a scheduled training course, and the Trainer of Record agrees to update any information about the course posted to the CASQA website. The Trainer of Record agrees to take every step possible to confirm the receipt of the communication by each student registered in an affected course.
- 4.10 The Trainer of Record acknowledges and understands that repeated course cancellations may be considered a failure to conduct oneself in a professional manner, which may in turn result in noncompliance with the terms of this Agreement and may subject the Trainer of Record to action(s) under section 8.0.

5.0 OBLIGATIONS TO CONDUCT ONESELF IN A PROFESSIONAL MANNER

- 5.1 When performing services under the terms of this Agreement, the Trainer of Record agrees to conduct activities in accordance and compliance with any and all laws, regulations and established ethical and professional standards befitting his/her profession. Failure to perform at an established professional level, which includes meeting the standards in Paragraphs 5.2 through 5.5 of this Section, may result in noncompliance with the terms of this Agreement and may subject the Trainer of Record to action(s) under Section 8.0. Examples of failures to perform at a professional level may include repeated cancellation of scheduled courses and inappropriate clothing, anecdotal comments, humor, and other aspects of the course presentation that fail to adhere to the highest social standards. Further, sexist, racist or otherwise degrading comments will not be tolerated and are grounds for termination of this Agreement.
- 5.2 The Trainer of Record understands and acknowledges that CASQA serves its members and the broader stormwater quality professional community through the services provided under this Agreement. Accordingly, the Trainer of Record acknowledges and agrees to afford the professional respect due to CASQA, its members and staff, the CGPTT, and the CGP Training Program. Further, Trainers of Record should not make disparaging remarks about CASQA, its members and staff, the CCGPTT, and the CGP Training Program.
- 5.3 The Trainer of Record acknowledges and understands that the use of profanity is inappropriate and agrees to **not** use profanity while performing services under this Agreement.

- 5.4 The Trainer of Record agrees to avoid the mention of specific product names or manufacturers during the course presentation. CASQA does not endorse any products or proprietary techniques.
- 5.5 The Trainer of Record agrees to 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.

6.0 FINANCIAL

- 6.1 The Trainer of Record acknowledges and understands that he or she **will not** be compensated through CASQA for instruction of the CGP QSD/QSP Training. Trainer 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.
- 6.2 Meals, coffee, or other refreshments are optional and are at the discretion of the Trainer of Record or if working with a sponsoring organization, that organization.

7.0 INDEMNIFICATION

- 7.1 The Trainer of Record agrees to indemnify and hold CASQA and its officers, directors, employees, or agents harmless from any losses, damages, liabilities, 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.
- 7.2 In the event the Trainer of Record and/or CASQA is named as a defendant in any legal action as a result of 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 losses, claims, lawsuits, liabilities, damages, or costs incurred in responding, including but not limited to, reasonable attorney fees and costs of suit.

8.0 ACTIONS FOR NONCOMPLIANCE WITH AGREEMENT

- 8.1 The Trainer of Record understands that CASQA reserves the right to take action(s) in the event that the Trainer or Record violates or is in noncompliance with any term of this Agreement, including failure to abide by the Professional Conduct provisions in Section 5.0. Action(s) taken by CASQA may include, but is not limited to, (a) termination of the Agreement as applied to the Trainer of Record; (b) suspension of a Trainer of Record's status as a qualified CGP QSD/QSP trainer; and, (c) other action(s) as deemed appropriate by the CASQA Board of Directors.
- 8.2 In the event that CASQA seeks to take action(s) against a Trainer of Record for violation or noncompliance with this Agreement, CASQA agrees to provide the Trainer of Record written notice at least sixty (60) days in advance of the proposed action(s) becoming effective. The written notice provided by CASQA shall include a

reason(s) for such action(s). The Trainer of Record may request that CASQA provide the Trainer of Record an opportunity to appear before the CASQA Board of Directors to respond to the proposed action(s) prior to the action becoming effective. The CASQA Board of Directors reserves the ultimate authority to determine if the proposed action(s) shall become effective.

9.0 ACTIONS IN RESPONSE TO COMPLAINTS

- 9.1 Separate and apart from actions taken by CASQA for noncompliance with the Agreement under Section 8.0, CASQA may also take action(s) in response to written complaints received by CASQA from students, fellow Trainers of Record, State Water Board, Regional Water Board, or CASQA. CASQA's actions in response to written complaints shall be subject to paragraphs 9.2 through 9.3, unless the complaint includes an activity that also constitutes noncompliance or a violation of this Agreement. If the complained about activity constitutes noncompliance or violation of this Agreement, then CASQA reserves the right to respond to the complaint under Section 8, or under paragraphs 9.2 through 9.3.
- 9.2 Upon receipt of written complaints by students, fellow Trainers of Record, State Water Board, Regional Water Board, or CASQA, and confirmation of the same, CASQA may issue a letter of warning to the Trainer of Record detailing the problem and putting the Trainer of Record on notice that CASQA may take further action(s), including but not limited to, termination of the Agreement or suspension of their Trainer of Record status if the Trainer of Record does not correct the actions that led to or caused receipt of complaints.
- 9.3 Upon the receipt by CASQA of additional complaints within the next twelve-month period, the CASQA Board of Directors will determine if additional action(s) should be taken. In the event that CASQA seeks to take action(s) against a Trainer of Record due to the receipt of additional complaints, CASQA agrees to provide the Trainer of Record written notice at least sixty (60) days in advance of the proposed action(s) becoming effective. The written notice provided by CASQA shall include a reason(s) for such action(s). The Trainer of Record may request that CASQA provide the Trainer of Record an opportunity to appear before the CASQA Board of Directors to respond to the proposed action(s) prior to the action becoming effective. The CASQA Board of Directors reserves the ultimate authority to determine if the proposed action shall become effective.

10.0 LIMITATIONS OF LIABILITY

- 10.1 The Trainer of Record acknowledges and understands that CASQA will not be responsible for any compensation, reimbursement, or damages (including lost profits or other indirect or special damages) arising in connection with the Trainer of Record's failure to achieve or maintain "Qualified" CGP QSD/QSP trainer status or other inability to perform the services under this Agreement, including as a result of any (a) termination of this Agreement; (b) suspension of the Trainer of Record's "Qualified" CGP QSD/QSP trainer status, or, (c) discontinuation of CASQA's CGP QSD/QSP trainer program in whole or part for any reason. The Limitations in this section apply to the maximum extent permitted by applicable law.

- 10.2 Trainer of Record acknowledges and understands that 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 is responsible for obtaining and maintaining any insurance deemed necessary by the Trainer of Record.

11.0 ADDITIONAL TERMS AND PROVISIONS

- 11.1 In the event of any controversy or dispute arising out of this Agreement, all such matters shall be submitted to arbitration in the State of California 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 within the State of California, County of Orange.
- 11.2 The Agreement shall be interpreted and enforced pursuant to the laws of the State of California. In the event of any litigation arising hereunder, the CASQA and the Trainer of Record agree to submit to the jurisdiction of any court of competent jurisdiction with the State of California, County of Orange.
- 11.3 In the event that any litigation or other proceeding is commenced between the Parties for breach, performance or enforcement of this Agreement, the Party prevailing in such litigation, arbitration, or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees, which sum shall be determined by the court in such litigation, arbitrator in such arbitration or by separate legal action brought for that purpose, in accordance with the provisions of California Civil Code, Section 1717.
- 11.4 This Agreement may only be amended or modified by a written instrument executed by CASQA. The Trainer of Record will be given at least 60 days prior notice of any amendments to the Agreement.
- 11.5 All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing via email or physical mail and sent to the following:
- (a) CASQA: CASQA@casqa.org; physical mail to KSC, Attn CASQA, 1415 L Street, Suite 400, Sacramento, CA 95814.
 - (b) ToR: email and physical address required to be provided and maintained by the ToR to CASQA
- 11.6 Neither Party may assign Agreement or its rights or entitlements therein without the prior written consent of the other Party.
- 11.7 If any provision of the Agreement is found invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.
- 11.8 The Agreement may be executed electronically and in counterparts with the same force and effect as if executed in one complete document.
- 11.9 This Agreement contains the entire Agreement between CASQA and the Trainer of Record.

CASQA—Construction General Permit Trainer of Record Agreement

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

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

For CASQA Use Only	
Effective: _____	
_____	_____
CASQA	Date

Trainer of Record (Please Type or Print)

(Signature)

Organization

Date