

Accredited Training Institute (ATI) Agreement Updated - October 1, 2019

To improve consistency within the training department arm of the Scaffold & Access Industry Association, Inc. (SAIA), we have revised and updated our Accredited Training Institute (ATI) Terms of Reference. These new terms will go into effect immediately upon approval by BOD. This content will also replace existing content for new ATI applicants as they are submitted for review. The granting and/or renewal of ATI accreditation is conditioned upon the ATI's agreement to the terms below.

1. ACCREDITED TRAINING INSTITUTE (ATI):

Approval of an ATI is based on the resume of the Lead Instructor. If the Lead Instructor were to leave the employ of an ATI at any time, the ATI must notify SAIA in writing within thirty (30) days that the instructor is no longer employed by the ATI. The ATI will then need to submit a new Lead Instructor resume to be approved by the ATI Review Committee. The ATI would immediately be placed on inactive status until a new Lead Instructor has been approved. If after six months no new Lead Instructor has been approved, the ATI shall lose its accreditation status and may need to reapply as a new ATI in the future. All ATI's must maintain current membership and certification within the SAIA.

2. ACCREDITED TRAINING INSTITUTE (ATI) PROGRAM BENEFITS:

An ATI will receive several benefits for taking part in the SAIA University training program. The ATI will be listed on SAIA's website as a provider of SAIA training programs with the ATI's contact information for potential students. The ATI will be listed in SAIA's directory each year as an ATI as well as listed on all printed ATI materials. The ATI authorizes SAIA to publish its name and other information in these and similar publications. SAIA will provide all active ATI Instructors with 24/7 access to an ATI Portal containing all necessary training documents.

3. QUALITY ASSURANCE PLAN:

Upon acceptance of the ATI application, and payment in full of the accreditation fee, each Instructor will be sent an ATI Agreement for signature and a Policy & Procedure Manual to use as a guideline for instruction. These documents are available for inspection during the application process. Failure to comply with these documents could result in an audit of the ATI activities and possible revocation of the ATI's status. All instructors must complete and maintain a current instructor designation for each course that they have been approved to instruct.

All courses shall be taught in person in an instructor-led format. Practical sessions where there is a requirement to display competence through erection of components must be done either at a central training site where appropriate equipment is available, or on the job where qualified personnel can supervise the activity and verify competence.

It is further understood that most courses have a post test that requires a trainee to display competence. Record of performance on posttests must be maintained by the ATI. Also, at appropriate intervals, comprehensive theoretical and practical tests will be administered, the marks of which will be compiled to arrive at a final rating for each trainee.

At no time will the ATI or its instructors manipulate any of the SAIA training materials. This includes any manuals, exams, PowerPoint presentations, facilitators guide, or any other materials produced by SAIA. All manuals must be purchased through SAIA. Class packets sent to SAIA Headquarters must include the following documents:

- SAIA Payment Form/Coversheet (one per class)
- Student Form (one per student)
- Scantron Test Answer Sheet (one per student – excludes Supported Hazard Awareness)

If documentation is not provided or incorrectly completed, course documents could be returned for correction, causing delays in processing, and additional fees may be incurred. Class packets received at SAIA Headquarters that are over 30 days old from the original class date will be penalized with a Late Payment Fee. See Section 12 Fees for details.

4. SCAFFOLD & ACCESS INDUSTRY ASSOCIATION (SAIA) COURSES:

The following courses are offered by SAIA. All courses include a 3-year certification unless noted below. Courses can only be taught by approved registered SAIA instructors for that course.

- Scaffold User Hazard Awareness Training (HA)
- Suspended Scaffold User Hazard Awareness Training (SSHA)
- Competent Person Training – Frame Scaffold (CPT Frame)
- Competent Person Training – System Scaffold (CPT System)
- Competent Person Training–Tube & Clamp Scaffold (CPT T&C)
- Competent Person Training – Suspended Scaffold (CPT SS)
- Endorsement – Frame Scaffold (END Frame)
- Endorsement – System Scaffold (END System)
- Endorsement – Tube & Clamp Scaffold (END T&C)
- Mast Climber Operator Training (MCWP) – 5 Year Certification
- Journeyman Scaffolder Program – No Expiration
- Train the Trainer Facilitator Skills Workshop – No Expiration

As new curriculum is developed and made available to ATIs, they will be added to the listing of available courses. New curriculum may include revisions of existing content and/or additional delivery methods.

5. COMPETING PROGRAM CLAUSE:

No advertising for competing programs shall reference or utilize any SAIA or SAIA University logo.

6. DOCUMENTS OF COMPLETION:

SAIA will identify the minimum standards for certification. Upon successful completion, a pocket identification card and a certificate with a certificate number will be issued by SAIA. Documentation with certificate numbers are available for the courses referenced under Section 4. As new curriculum is developed and made available to ATIs, they will be included in the list of courses offering documentation of completion. Each ATI is responsible for distributing documentation to their students and will not hold any cards unless approved by SAIA to do so.

7. DATABASE:

SAIA will maintain a student database. Prior registration by each applicant with SAIA may be necessary.

8. INSTRUCTOR REQUIREMENTS:

LEAD INSTRUCTOR:

Applicant must be an employee of the ATI. Applicant must have documented personal training, work history, current SAIA certification and a minimum of 5 years experience in the subject matter to teach the courses for which they applied. Applicant shall submit an experience resume along with this application for approval by SAIA. Instructors must have registered and successfully completed all SAIA courses to be taught. All approved instructors must complete the Train the Trainer Facilitator Skills Workshop offered through the SAIA before final approval to teach the SAIA courses. Instructors must maintain current credentials in all courses taught.

SUB INSTRUCTOR:

Applicant must be an employee of the ATI. Applicant must have documented personal training, work history, current SAIA certification and a minimum of 3 years experience in the subject matter to teach the courses for which they applied. Applicant shall submit an experience resume along with this application for approval by SAIA.

NOTE: ALL INSTRUCTORS must have registered and successfully completed all SAIA courses to be taught. All approved instructors must complete the Train the Trainer Facilitator Skills Workshop offered through the SAIA before final approval to teach the SAIA courses. Instructors must maintain current credentials in all courses taught.

9. AUDIT PROCEDURES:

The ATI and the ATI Instructors shall be subject to an audit to ensure compliance with the SAIA's Quality Assurance Plan described in Section 3 herein. Any complaints, noncompliance with Section 3, or a change in the original accreditation information could necessitate an audit. Continued accreditation shall depend on compliance with the Quality Assurance Plan. If at any time it is deemed necessary for an audit the ATI Status will be suspended until the audit has taken place, been reviewed, and reinstated. Once cleared by the ATI Review Committee, it may also be determined that certain conditions must be satisfied by the ATI and/or the ATI Instructors before the ATI status will be reinstated. Should an audit be required, the fee will be \$500.00 USD, plus expenses. The audit shall not commence until SAIA has received the audit fee and the estimated expenses from the ATI.

11. COMPLAINTS AND APPEALS:

If at any time SAIA receives a formally written complaint about an ATI or an ATI Instructor, it could result in suspension of the ATI status until an audit is conducted and evaluated by the ATI Review Committee. When a complaint is received by the SAIA it will be reviewed by the ATI Review Committee. Both the ATI and ATI Instructor will be notified of the complaint and the nature of the complaint. All complaints must be submitted in writing and, except as provided herein, are kept confidential. Within the thirty (30) days after the Notice of the Complaint is sent to the ATI and the ATI Instructor, the ATI and its instructor may respond in writing to the complaint with the ATI Review Committee. The ATI Review Committee shall make a determination as to the complaint and recommend to the SAIA Board of Directors any action necessary concerning the ATI and ATI Instructor (the "Review Decision") which may include, but not limited to, taking no action, suspending the ATI and/or the ATI Instructor, or terminating the accreditation of the ATI and/or the ATI Instructor. The ATI Review Committee shall notify the ATI and the ATI Instructor in writing of its recommendation. The ATI and/or the ATI Instructor may appeal any Review Decision by the ATI Review Committee by submitting an appeal in writing to the SAIA Board of Directors within ten (10) days following the notification of the Review Decision. The SAIA Board of Directors shall then consider the Review Decision and any timely received appeal by the ATI and/or the ATI Instructor. The SAIA Board of Directors may take any action it deems necessary with respect to the Review Decision and/or any appeal.

12. FEES:

All fees are based on U.S. Dollar (USD).

The accreditation and initial start-up fee for all Supported Scaffold courses: \$2,500.00

The accreditation and initial start-up fee for all Suspended Scaffold courses: \$1,500.00

The accreditation and initial start-up fee for the Mast Climber and AWP courses: \$1,500.00

The accreditation and initial start-up fee for the Journeyman courses: \$2,500.00

The accreditation and initial start-up fee for the Hazard Awareness courses: \$1,000.00

Student Fee for CPT, AWP, MCWP, and Journeyman: \$90.00 per student or \$70.00 per student with a prepaid Block Account

Classroom Supported Hazard Awareness: \$30.00 per student

Endorsement Fee: \$40.00 per endorsement – Endorsement classes must be taken at the same time as a base class.

Training Manuals: \$15.00 per manual

Processing Fee: \$10 per class

Reprint Fee: \$15.00 per certification

Late Packet Fee: A \$50.00 late fee will be applied to class packets turned in after 30-days from the original class date.

Annual Renewal Fee: \$500.00 for each training location. The first year's renewal fee is included in the initial start-up accreditation fees.

Audit Fee: \$500.00 plus expenses.

SAIA offers ATIs the option of a prepaid Block Account. By signing up, the ATI will save \$20.00 per student on all Journeyman, CPT, and AWP/MCWP instructor led classes. SAIA will maintain the account and as classes come through, charges will automatically be applied to the account. When the account begins to run low, SAIA Training Department will notify the ATI. An overview of the account can be provided upon request at any time.

The SAIA retains the right to adjust training program fees at any time as it deems necessary to accommodate industry, demographic and economic changes.

13. TRAINING MATERIALS:

Upon approval of the Application for Accreditation, payment in full of the accreditation fee and completion of required instructor courses, all training materials will be sent from SAIA Headquarters to the ATI. Materials include, but not limited to Scantron sheets, required course documentation, resource and presentation files and course/curriculum instruction. SAIA retains all ownership and copyrights to the training program curriculum and its content. All manuals must be purchased from SAIA to maintain the quality of the materials. ATIs shall not make copies of Training Materials.

14. PROGRAM MAINTENANCE:

Each party providing training may submit recommendations for improvement of the training materials. SAIA will provide ATIs and trainers with revised materials as they are updated. Additionally, new courses and content may be made available as they are developed.

15. INDEMNITY:

SAIA shall indemnify, defend and hold the ATI harmless from claims, demands and causes of action to include attorney fees, costs and expenses asserted against the SAIA by any other person (including without limitation the SAIA's and the ATI's employees) for personal injury or death, or for loss of or damage to property resulting from the willful or negligent acts or omissions of the SAIA.

ATI shall indemnify, defend and hold the SAIA harmless from claims, demands and causes of action to include attorney fees,

costs and expenses asserted for personal injury or death, or for loss of or damage to property resulting from the willful or negligent acts or omissions of the ATI and its instructors.

Where personal injury, death or loss of or damage to property is the result of the joint negligence or misconduct of the SAIA and the ATI, the parties expressly agree to indemnify, defend and hold each other harmless from claims, demands and causes of action, including attorney fees, costs and expenses in proportion to each party's share of such joint negligence or misconduct.

The terms of this agreement start October 1, 2018 or at the date of signing, whichever is sooner, and shall remain in effect until the program is completed or until the agreement is revised or terminated, whichever is sooner, with the exception of those

provisions relating to copyright protection and indemnification, which shall survive the completion or termination of this agreement.

16. ACCREDITATION PERIOD, RENEWAL, REVISIONS and TERMINATION:

Accreditation Period: The accreditation of each ATI will run for specific periods; a yearly basis from October 1 to September 30.

Renewal: SAIA will send to the ATI a notice of renewal package approximately 30 days before the beginning of each renewal period. The accreditation of the ATI will lapse if the invoice is not timely paid.

Revisions: From time to time, the SAIA may issue revisions of this ATI Agreement. These revisions will be sent with the notice of renewal. Renewal of the ATI's accreditation is expressly conditioned on the ATI's acceptance of the revised terms.

Termination: SAIA may terminate the accreditation of any ATI upon 30 days' notice to the ATI. SAIA may also terminate the accreditation of any ATI for non-renewal of SAIA Association membership. In addition, SAIA may terminate the accreditation of any ATI or ATI Instructor immediately upon an ATI's breach or the ATI Instructor's breach of any material term or provision set forth herein. There will be no refund of fees in the event of SAIA's cancelation of the accreditation of any ATI or an ATI Instructor. The ATI may terminate its accreditation upon (1) 90 days' notice to the SAIA, or (2) non-renewal of the accreditation. There will be no refund of fees should the ATI terminate its accreditation.

17. MISCELLANEOUS:

This Agreement only applies to the ATI named below. The ATI status is not transferable. The parties hereto certify by the signatures below by their authorized agent that they have read this Agreement, understand all its provisions and agree to abide by them. The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment by ATI shall be allowed and that no attempted assignment by the ATI shall vest any right in the assignee of the ATI. Any waiver by SAIA of any breach or breaches, default or defaults of the ATI hereunder, shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission expressed or implied, for any subsequent breach or default. This Agreement, contains the entire agreement between the parties and except as specifically provided herein, no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the parties hereto after the date hereof. The Agreement shall be construed and interpreted according to the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. Exclusive jurisdiction and venue shall be in the Federal or State Courts in Jackson County, Missouri.

The ATI acknowledges and agrees to abide by this Agreement. The ATI understands that failure to comply with the terms and conditions set forth herein could result in processing delays of courses or could lead to termination of accreditation.

Accredited Training Institute (ATI): (print)

**List all Accredited Training Institute (ATI) Instructors:
(print below)**

Primary Contact: (print)

Signature:

Title:

Date: