

# CERTIFICATE OF ENDORSEMENT

Between the

National Conservation District Employees Association

and the

Certified Professional in Erosion and Sediment Control, Inc.



**NCDEA**



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National Conservation District Employees Association

and the

Certified Professional in Erosion and Sediment Control, Inc.

The parties of this Certificate of Endorsement, Certified Professional in Erosion and Sediment Control, Inc., hereinafter referred to as CPESC, Inc. and the National Conservation District Employees Association, hereinafter referred to as NCDEA, enter into this agreement to recognize the need for the certification of professionals in erosion and sediment control and storm water quality management.

This endorsement specifies the responsibilities of both parties regarding the programs of CPESC, Inc., hereinafter called the CPESC Programs.

## **I. PURPOSE**

To provide a certification program for professionals meeting educational preparation, practical knowledge and professional experience in erosion and sediment control methods and storm water quality management. CPESC, Inc. offers professional designations for individuals who meet the requirements of Certification for Certified Professional in Erosion and Sediment Control (CPESC) and Certified Professional in Storm Water Quality (CPSWQ).

Certification programs, such as those offered by CPESC, Inc., identifies professionals who are technically qualified in their respective fields of expertise. The Soil and Water Conservation Society (SWCS) and the International Erosion Control Association (IECA) are the founding partners of CPESC, Inc.

## **II. RESPONSIBILITIES**

A. NCDEA will:

1. Authorize, for the purpose of demonstrating its endorsement of CPESC Programs, the use of the NCDEA name and/or logo on literature about the CPESC Programs.

2. Recommend that qualified members pursue the certifications offered by CPESC, Inc.
3. Advise CPESC, Inc. from time to time as to subject matters that might be added to the CPESC Programs.
4. Consult with CPESC, Inc. from time to time on NCDEA needs that CPESC, Inc. might be able to fulfill.
5. Provide literature about the CPESC Programs to its membership.

B. CPESC, Inc. will:

1. Provide literature about the CPESC Programs to NCDEA, as requested.
2. Provide timely program updates and changes to the CPESC and CPSWQ designations.
3. Consult with NCDEA regarding their needs in which the CPESC Programs might be able to fulfill.
4. Cooperate in providing training and educational opportunities for professional development of NCDEA members through in-house training.
5. Identify NCDEA as an "endorser" of the CPESC Programs in literature describing the CPESC Program.
6. Hold NCDEA harmless from decisions by CPESC Programs regarding approval or denial of certification.

**III. IT IS MUTUALLY AGREED THAT:**

- A. This agreement shall become effective upon the date of the last signature affixed hereto and remain in full force for a period of five (5) years, at which time; if appropriate it may be reaffirmed. This Certificate of Endorsement will be reviewed every five (5) years from the effective date and amended, if necessary.
- B. Either party may terminate this agreement hereto through a 30-calendar-day written notice.
- C. All activities and programs conducted under this agreement shall be administered in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice regulations enforcing nondiscrimination requirements, and departmental rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to race, color, national origin, religion, sex, age, disability, marital status, familial status, parental status,

sexual orientation, or because all or part of an individual's income is derived from any public assistance program.

- D. All activities conducted under this agreement shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- E. This agreement in no way restricts either party from participating in similar activities with other public or private agencies, or organizations and individuals.

**ACCEPTED BY:**

Robert Dobbs  
**Robert Dobbs**  
President  
National Conservation District Employees Association

2/1/06  
**Date**

David H. Ward  
**David H. Ward, CPESC**  
Executive Director  
CPESC, Inc.

02/01/06  
**Date**