

# Trainer/Facilitator Agreement 2019

## Appointment

The CCAA retains your services as an independent contractor in your capacity as a “Trainer” or “Facilitator” (hereby referred to as “Trainer”) on the terms and conditions contained in this letter and you accept such retainer.

## Services to be provided

As a Trainer, you have been selected, trained, and certified by the CCAA to deliver one or more CCAA workshops/courses. You will undertake and shall be responsible for providing education and training workshops/courses designed by the CCAA to interested individuals/organizations. You shall only provide training workshops for which the CCAA has certified you to deliver. You shall abide by the CCAA's training policies as may be amended from time to time and shall not provide training workshops within the County of Middlesex or the City of London, or outside your designated region, unless authorized by the CCAA to do so. Trainers are encouraged to co-facilitate and may set up courses in other regions that cannot be accommodated by that region's Trainer only after receiving permission from the Trainer of that region and the CCAA. Each Trainer will post information about upcoming courses on the [CCAA website](#) no later than two (2) months prior to the course start date.

The CCAA recommends that one to three courses be scheduled annually within each region on consistent dates as dictated by demand.

The Trainer shall review and understand the CCAA's Trainer performance objectives. You shall be responsible for providing all premises, equipment and supplies required to provide the workshops/courses referred to in this section, provided that you shall utilize only training manuals and materials created by the CCAA. The CCAA will provide all resource manuals to the Trainer. The cost of the resource manuals, applicable taxes and delivery charges, will be charged to the Trainer who will absorb this cost in the workshop/course fees. The CCAA will provide Trainers with promotional materials (brochures, posters, newsletters). It is the joint responsibility of the Trainer and CCAA to advertise the workshop/course. Upcoming workshops/courses will be posted on the [CCAA website](#). The CCAA will also advertise courses in the [CCAA Upcoming Courses Newsletter](#) distributed monthly.

## Annual Renewal

The Trainer & Facilitator shall be responsible for meeting the annual [renewal criteria](#) set forth by the CCAA. Renewal shall be completed online by logging in to your [CCAA account](#) and indicating that all renewal criteria have been met. Along with the \$50.00 renewal fee (+ applicable taxes) for Trainers & \$25.00 renewal fee (+applicable taxes) for Facilitators, proof of the following must be submitted annually before your renewal deadline\*:

- Proof of Current CPR mandatory
- Signed current contract
- Courses Taught: Minimum of 1 per year
- Annual Refresher Workshop: Conduct a minimum of 1 per year (SFIC Trainers only)

- Professional Development Training (older adult and/or physical activity related), please contact the CCAA to find out if the conference or workshop you plan to attend qualifies as Professional Development.
- Proof of Insurance (recommended)

\*Renewal deadline for Trainers certified before October 1, 2014, annual renewal deadline is September 30th, for Trainers certified after October 1, 2014, annual renewal deadline is the date on which you became certified.

### **Training Materials**

The CCAA grants you a revocable license and certificate yearly to utilize the training materials and manuals created by the CCAA in conjunction only with the providing of training workshops/courses as outlined in this Agreement. You agree not to copy or use CCAA training materials for any purpose other than providing CCAA training workshops/courses. You acknowledge the CCAA's exclusive copyrights in respect to all training materials and manuals and agree not to infringe upon CCAA copyrights. The CCAA is responsible for the content up-keep of the manuals. If information contained in the manuals is altered the CCAA will inform the Trainer. The Trainer is responsible for any additional costs incurred by facilitating workshop/courses for the CCAA. Handouts provided during training can either be approved by the CCAA or be directly from the endorsers of the physical activity guide for older adults.

### **Logo Use**

The Canadian Centre for Activity and Aging, Western University logo will be on all course materials ordered from the CCAA, on certificates of participation and course brochures. Other use of the logo(s) requires permission from the CCAA.

### **Term and Termination**

This Agreement shall continue in full force and effect until terminated by either party giving two (2) weeks' notice in writing of an intention to terminate the Agreement, but before one month of a scheduled workshop/course that the Trainer was intending to facilitate. This Agreement shall automatically terminate if you have not provided at least one training workshop within the past year, unless the CCAA otherwise agrees in writing to renew the contract.

### **Remuneration**

During the term of this Agreement, you may charge and collect fees for any training workshop/course, which you provide. You agree to remit to the CCAA the sum indicated in the chart below per participant/per course (includes cost of manuals) within two weeks of the first session of the training workshop. Applicable taxes are added to course fees and Trainers are permitted to charge course fee PLUS applicable taxes.

Name of course/workshop	Course fee/participant*	CCAA portion of fees (50/50 split) <sup>ii</sup>	Manual fee <sup>iii</sup> (for Trainers)
<i>Courses</i>			
FFOA	\$250	\$125	\$60
GFAL	\$0 - \$150	\$30 manual only†	\$30
HSEP-F	\$300	\$200 material package‡	\$200
RCET	\$450	\$225	\$120
SFIC/SFIC-FT	\$325	\$175	\$50
	Additional \$50 fee for SFIC practical evaluation to be paid by participant directly to evaluator.		
TEP-F	\$400	\$250 material package‡	\$250
<i>Workshops</i>			
BALL	\$100	\$30 handout + ball & DVD†	\$30
BBB	\$100	\$30 handout + ball & DVD†	\$30
FAM	\$200	\$100	\$100
FE4D	\$200	\$100	\$100
FF ADP	\$200	\$100	\$60
FFFP	\$200	\$100	\$60
HSEP	\$100	\$30 manual only†	\$30
HSEP-B	\$100	\$30 handout only†	\$30
PAA	\$100	\$50	\$50
PRES	\$200	\$100	\$100
Refresher Workshops	\$15 - \$50	0†	N/A
TEP	\$0 - \$100	\$40 manual†	\$40

iii Cost of manuals included within 50% returned to CCAA

† 50/50 split does not apply

‡ The CCAA charges applicable taxes on course fee

All fees must be submitted to the CCAA within two-weeks of completion of the workshop/course.

You shall not be entitled to participate in any benefit plan made available by the CCAA to the employees of the CCAA unless otherwise outlined in your training contract.

### Applicable Taxes

Province	Tax Rate
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Ontario	13% HST
British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, Yukon, Northwest Territories, Nunavut	5% HST
New Brunswick, Prince Edward Island, Nova Scotia, Labrador	15% HST

### Internal In-House Training

When providing training to either community participants or workplace participants the 50/50 split applies to all courses. Internal and/or in-house training fees are calculated using the above chart of the 50/50 split and taking the lowest value of the range and adding applicable taxes and shipping charges.

### Clients and Certificates

The registration system has been updated and all registrations must now be completed [online](#). Prior to any workshop/course, the Trainer is expected to login in their [Trainer account](#) and download/print the prepopulated electronic roster for the workshop/course they are about to teach. The Trainer will use this document to confirm attendance of the registrants at the workshop/course and ensure that all contact information is correct. Learn more about [this process](#).

Trainers are responsible for issuing electronic certificates of participation to all participants in the workshop/course by marking whether or not the participant attended the course on the online system. Certificates must be issued after successful completion of the workshop/course, including any take-home assignments that are part of the training. To issue certificates of participation, log in to the appropriate training session and change the  icon for each successful participant to the  icon indicating that the participant successfully took part in the course and completed all the participation requirements. Any participants that did not successfully complete the training must be “resigned” from the course by selecting the red x icon to indicate unsuccessful completion of the training. This will automatically update the electronic roster. After the workshop/course has taken place, and attendance has been confirmed online by the Trainer (therefore issuing certificates of participation to those who attended and removing participants who did not complete the workshop/course from the online list), the Trainer will provide the CCAA with the electronic roster which will be used as the tracking record for the participant fee invoice.

Participants must attend all training sessions in order to receive a Certificate of Participation. If a participant is unable to attend all sessions, a letter indicating the reason should be sent to the Trainer and copied to the CCAA. The CCAA will decide if the participant is eligible to receive a certificate. The participant in this case may have to complete a written assignment to compensate for time missed in the workshop/course or attend supplemental training.

### Modes of Registration

Participants must register online. The Trainer will process all workshop/course registrations.

### Issuing of Receipts/Invoices

The Trainer is responsible for issuing receipts to all participants for the total cost of the workshop/course. The Trainer will be invoiced separately for the manuals upon ordering and invoiced for the balance of the course fees (excluding manual costs) upon receipt of the course roster.

### **Cancellation of a Workshop/Course**

The Trainer must inform the CCAA in writing of a cancelled/postponed course at least three days prior to the start of the workshop/course. The cancellation formalities of calling registered participants, canceling mailing of manuals, canceling the venue location are the sole responsibility of the Trainer. The CCAA reserves [the right to cancel](#) any course.

### **Disclosure of Other Related Workshop/Course Activities**

The Trainer will disclose to the CCAA any workshops/courses they facilitate which may be related to or in direct competition to the CCAA's workshops/courses.

### **Refund Policy**

[Refunds](#) for workshops/courses may only be issued if cancelled by the Trainer or by the CCAA. If there is insufficient registration the Trainer is responsible for contacting registered participants to inform them of the cancellation. The Trainer must contact all participants within three days of training to confirm their registration in the workshop/course unless otherwise specified by the CCAA.

### **Confidential Information**

You shall not disclose to any person during or after the term of this Agreement, any confidential information relating to the CCAA or training workshop participants which you may have learned while retained by the CCAA. You shall not use for your own purpose or for any purpose other than that of the CCAA any information that you may have acquired or may acquire in relation to the CCAA's business or any training workshop participants.

### **Indemnity**

You hereby agree to indemnify and save the CCAA harmless from all claims, demands, actions, causes of action, suits, liabilities, debts, costs, proceedings, damages, losses or injury of any kind arising from the services and training workshops provided by you.

### **Insurance**

The CCAA strongly suggests that during the term of this Agreement, you will maintain insurance coverage in an amount not less than \$2 Million against liability for bodily injury or death or property damage sustained by third parties.

### **Notice**

Any notice or other document required or contemplated by any provision of this Agreement shall be in writing and shall be sufficiently given if mailed, postage prepaid, addressed as follows:

If to the CCAA:  
1490 Richmond Street London, ON N6G 2M3

If to you:  
(Trainer's address)

Such notices shall be conclusively deemed to have been given and received on the date upon which they were delivered and if mailed, shall be conclusively deemed to have been given on the 3rd business day following the date on which the document was mailed in Ontario. In the event of a postal strike or postal disruption, or in the event of a likelihood of such a strike or disruption, any notice or other document required to be delivered hereunder shall be done by delivery and not by mail.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the workshop/course is delivered.

### **Entire Agreement**

This letter constitutes the entire agreement between us with respect to retaining you as an independent contractor. This Agreement cannot be amended, modified or supplemented in any respect except by subsequent written agreement signed by you and a representative of the CCAA.

### **Independent Legal Advice**

You acknowledge that you have read and understand this letter and acknowledge that you have had the opportunity to obtain independent legal advice with respect to it. Please review this letter carefully. If after reading it and considering the contents, you are prepared to accept the retainer as an independent contractor with the CCAA, in accordance with the terms and conditions contained in this letter please indicate your acceptance by signing your name where indicated on the Agreement Signature Form.

### **Trainer/Facilitator Agreement Signature Form**

I \_\_\_\_\_ have read, understood and agree with the foregoing. I have had a reasonable opportunity to consider this Agreement and accept the terms and conditions set out therein.

I will agree to facilitate (indicate courses the trainer/facilitator is certified to lead):

Trainer    Facilitator

**Courses**

- FFOA – Functional Fitness for Older Adults – 16 hrs
  - GFAL – Get Fit for Active Living – 8 week program
  - HSEP – Home Support Exercise Program – 4 hrs
- HSEP-F – Home Support Exercise Program Facilitator – 8 hrs
- RCET – Restorative Care Education and Training – 36 hrs
- SFIC – Seniors’ Fitness Instructors Course – 36 hrs
- SFIC-FT – Seniors’ Fitness Instructors Course Fast Track – 18 hrs

**Workshops**

- BALL – Workshop for Older Adults
- BALL – Workshop for Fitness Leaders
- BBB – Balls, Bands & Balance Workshop – 3 hrs
- FAM – Functional Activity Measures – 6 hrs
- FE4D – Functional Exercise for Dementia – 7 hrs
- FF ADP – Functional Fitness for Adult Day Programs – 7 hrs
- FFFP – Functional Fitness for Falls Prevention – 7 hrs
- SFIC Refresher- 3hrs (min)
- PAA – Physical Activity Advocacy Workshop – 4 hrs
- PRES – Post Rehab Exercise for Stroke – 6 hrs
- TEP-F – Tiered Exercise Program Facilitator Training – 7 hrs
- TEP – Tiered Exercise Program – 4 hrs

Date Signed: \_\_\_\_\_

Trainer/Facilitator: \_\_\_\_\_  
Print

\_\_\_\_\_ Sign

Witness: \_\_\_\_\_

\_\_\_\_\_

Trainer/Facilitator Agreement Signature Form

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Trainer      Facilitator

**Courses**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | FFOA – Functional Fitness for Older Adults – 16 hrs               |
|                          | <input type="checkbox"/> | GFAL – Get Fit for Active Living – 8 week program                 |
|                          | <input type="checkbox"/> | HSEP – Home Support Exercise Program – 4 hrs                      |
| <input type="checkbox"/> |                          | HSEP-F – Home Support Exercise Program Facilitator – 8 hrs        |
| <input type="checkbox"/> |                          | RCET – Restorative Care Education and Training – 36 hrs           |
| <input type="checkbox"/> |                          | SFIC – Seniors’ Fitness Instructors Course – 36 hrs               |
| <input type="checkbox"/> |                          | SFIC-FT – Seniors’ Fitness Instructors Course Fast Track – 18 hrs |

**Workshops**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | BALL – Workshop for Older Adults                             |
| <input type="checkbox"/> |                          | BALL – Workshop for Fitness Leaders                          |
| <input type="checkbox"/> |                          | BBB – Balls, Bands & Balance Workshop – 3 hrs                |
| <input type="checkbox"/> |                          | FAM – Functional Activity Measures – 6 hrs                   |
| <input type="checkbox"/> |                          | FE4D – Functional Exercise for Dementia – 7 hrs              |
| <input type="checkbox"/> |                          | FF ADP – Functional Fitness for Adult Day Programs – 7 hrs   |
|                          | <input type="checkbox"/> | FFFP – Functional Fitness for Falls Prevention – 7 hrs       |
| <input type="checkbox"/> |                          | SFIC Refresher- 3hrs (min)                                   |
| <input type="checkbox"/> |                          | PAA – Physical Activity Advocacy Workshop – 4 hrs            |
| <input type="checkbox"/> |                          | PRES – Post Rehab Exercise for Stroke – 6 hrs                |
| <input type="checkbox"/> |                          | TEP-F – Tiered Exercise Program Facilitator Training – 7 hrs |
|                          | <input type="checkbox"/> | TEP – Tiered Exercise Program – 4 hrs                        |

Date Signed: \_\_\_\_\_

Trainer/Facilitator: \_\_\_\_\_  
Print
Sign

Witness: \_\_\_\_\_