



## Standard Operating Procedure

### Society of Watershape Designers<sup>CM</sup> Certifications

#### Background

In 1998, Genesis 3, Inc., was founded to educate, certify and connect watershape professionals through coursework, projects, examination and continuing education. In January 2016, Genesis 3, Inc. merged with the National Swimming Pool Foundation<sup>®</sup> (NSPF<sup>®</sup>). GENESIS is a federally registered trademark of NSPF<sup>®</sup>, as is the GENESIS<sup>®</sup> design mark.

Genesis University<sup>™</sup> is the creator and deliverer of the educational programs which lead to Society of Watershape Designers<sup>CM</sup> ("Society") certifications. NSPF / GENESIS is accredited by the International Association of Continuing Education Units & Training (IACET).

In 2017 GENESIS staff and leadership laid groundwork for elevating the brand "Society of Watershape Designers" among professional end-users and the buying public for the benefit of those holding SWD<sup>CM</sup> Certifications. One of the key exercises was the development of a "brand wheel" describing what the Society means and what is required of its certified members. Besides the obvious need to respect and reflect the Society and pledge not to compete against or undermine the same, members are required to:

- Be a "Top Gun": Confident; Ethical; Open-minded; Inspirational
- Commit to ongoing education: Have business practices and work product verified by peers
- Deliver exquisite product, both form and function: Fully contemplated and executed; Exquisite design; Technically superb
- Make discerning homeowners proud: every job portfolio-worthy; a daily reminder to the owner of his/her accomplishment
- Understand "water's potential" of each home: Fully realized use of space; Visually inspiring
- Be an accessible elite: Society is formed by Masters for Masters; Collaborate at the highest level

The "Brand Promise" of the Society is "Fulfilling Water's Potential." The Society's certifications -- SWD Registered and SWD Master -- are strictly reserved for those industry professionals who meet the educational requirements and who exemplify the very best in both person and product to fulfill water's potential to the benefit of their clients and greater mankind.

Only SWD Registered and SWD Master can be members of the Society. Society membership is a *privilege*, not a right. The privilege of Society membership may be suspended or revoked at any time by an affirmative vote of 2/3 of the GENESIS Advisory Board for improper conduct or actions considered contrary to the best interests of the Society.



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### SWD<sup>CM</sup> Registered

GENESIS Associate who has completed the 150 hours required for Society of Watershape Designer SWD Registered Certification status as outlined in a separate Standard Operating Procedure, who has followed the application process<sup>(1)</sup> (EXHIBIT A), and whose completed application has been accepted by a unanimous vote of the GENESIS Advisory Board.

#### SWD Registered:

- Pay \$750 Certification / Recertification Fee
- Accept Society Terms and Conditions (EXHIBIT C, or as it appears on Membership Application)
- Maintain 12 CEUs per year<sup>(2)</sup>
- May use the appropriate logo, according to Logo Terms of Use (EXHIBIT D)
- Will receive 10% Discount on all 8+ hour schools<sup>(3)</sup>
- Will be included in Genesis3.com web search
- Will receive an annual transcript of GENESIS courses taken
- Are entitled to many other benefits (EXHIBIT E)

### SWD<sup>CM</sup> Master

SWD Registered who follows the SWD<sup>CM</sup> Master application process (EXHIBIT B) and whose completed application is accepted by a unanimous vote of the GENESIS Advisory Board.

#### SWD Masters:

- Pay \$1,500 Certification / Recertification Fee
- Accept Society Terms and Conditions (EXHIBIT E, or as it appears on Membership Application)
- Maintain 12 CEUs per year<sup>(2)</sup>
- May use the appropriate logo, according to Logo Terms of Use (EXHIBIT D)
- Will receive 20% Discount on all 8+ hour schools<sup>(3)</sup>
- Will be included in Genesis3.com web search
- Will receive an annual transcript of GENESIS courses taken
- Are entitled to many other benefits (EXHIBIT E)

<sup>(1)</sup> Because the application process for SWD Registered became effective 1.1.18 some current members who may not be compliant. They will be given until 7.1.19 to comply with the new requirements

<sup>(2)</sup> GENESIS accepts courses that are third-party accredited, some of which are available online. Use Form (EXHIBIT F) to seek approval prior to registering for any non-GENESIS / NSPF education.

<sup>(3)</sup> Students must successfully complete the course, then request a credit for the discount through email to GENESIS Director of Operations, Lisa Ryckley (Lisa.Ryckley@NSPF.org)



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### EXHIBIT A. SWD<sup>CM</sup> Registered Application Process

- I. A Candidate for SWD Registered Status ("Candidate") must:
  - a. Be GENESIS Associate in good standing;
  - b. Submit to an e-background check of GENESIS' choosing;
  - c. Have collaborated on an actual project with a current SWD Master, so certified for a minimum of three years. Such collaboration might mean consulting with the Master on the project from design through construction; or, involving the Master on the front-end and doing a site-visit at the end. Any costs involved with the Master collaboration / consultation are to be negotiated, and paid for, by the Candidate.
  - d. Secure and send to the GENESIS® Director of Operations ("Director") a written letter of recommendation from the Master with whom the Candidate has collaborated (item c above), in which the Master vouches for the Candidate's reputation and product.
- II. Director shall:
  - a. Connect with the Candidate, and provide the SWD Registered Application ("Application");
  - b. Perform the E-background check
  - c. Alert the Managing Director, recommending SWD Master, and the Advisory Board (AB) about the pending Application.
- III. The Candidate shall complete Application and submit it to Director.
- IV. Provided candidate's E-background check is clean, Director shall alert Managing Director, recommending SWD Master and AB that the Application is complete and ready for review.
- V. Within 10 days of receiving Application, one of the three current AB members shall perform the following:
  - a. Review application for completeness and alert Director of anything rendering the Application incomplete;
  - b. Interview the Recommending SWD Master about the Candidate.
- VI. Within 20 days of receiving Application:
  - a. The participating AB member shall inform the remaining AB members about the Candidate's application and Master interview.
  - b. AB, acting unanimously, shall render to Director their decision to either accept or deny SWD Registered Status for Candidate -- including their reasoning -- with a copy to the Managing Director and the recommending SWD Master, any of whom may request a conference call with AB to discuss the matter further prior to notifying the Candidate of GENESIS®'s final decision.
- VII. Within 30 days of receiving Application:
  - a. Director shall alert the Candidate of GENESIS®'s final decision. Note: Should the request for SWD Registration status be denied, Candidate shall be eligible to reapply in six months, so long as the applicant's GENESIS Associate status remains current.



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### EXHIBIT B. SWD<sup>CM</sup> Masters Application Process

- VIII. A Candidate for SWD Master Status ("Candidate") must:
- Be an SWD Registered member in good standing;
  - Secure a written recommendation from a current SWD Master, so certified for a minimum of three years, who has worked with the Candidate and knows his reputation. (Note: if the Candidate has been SWD Registered for less than two years, the letter of recommendation must come from a Master *other than* the one who recommended the Candidate for Registered status)
- IX. Director shall:
- Connect with the Candidate, and provide the SWD Master Application ("Application");
  - Alert the Managing Director, recommending SWD Master, and the Advisory Board (AB) about the pending Application.
- X. The Candidate shall complete Application and submit it to Director along with the following:
- Work Product—3 completed projects, preferably from 5+, 3 and 1 years past. Include concept drawings, construction plan documents, construction photographs (steel, plumbing, finish material install, pre-deck), proposal and construction contract, completion photographs;
  - Reference list of 3 clients, with 2 of the 3 currently owning pools submitted as Work Product. All three clients must be open to contact. Include contact name, address, phone no. and email;
  - List of 3 key industry vendors. Include contact name, company, address, phone no. and email;
  - List of 3 key subcontractors. Include contact name, company, address, phone no. and email.
- XI. Director shall alert Managing Director, recommending SWD Master and AB when the Application is complete and ready for peer review.
- XII. Within 30 days of receiving Application, a minimum of two of the three current AB members shall perform the following:
- Review submittal for completeness and alert Director of anything rendering the Application incomplete;
  - Contact the consumer references by phone;
  - Contact industry vendors / subcontractors as needed to verify business practices;
  - Interview the Recommending SWD Master by phone;
  - Interview the Candidate by phone.
- XIII. Within 45 days of receiving Application:
- The participating AB members shall write a formal report on their findings and share it with the third AB member, should he / she not have been involved in the vetting process.
  - AB, acting unanimously, shall submit their report – containing the recommendation to either accept or deny SWD Master Status for Candidate -- including their reasoning -- to the Managing Director with a copy to the Director and the recommending SWD Master, any of whom may request a conference call with AB to discuss the matter further prior to notifying the Candidate of GENESIS's final decision.
- XIV. Within 60 days of receiving Application:
- Director shall alert the Candidate of GENESIS's final decision. Note: Should the request for SWD Master status be denied, Candidate shall be eligible to reapply after one calendar year, so long as their SWD Registered status remains current.



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### **EXHIBIT C. GENESIS® and SOCIETY OF WATERSHAPE DESIGNERS<sup>CM</sup> TERMS AND CONDITIONS**

- 1. Intellectual Property.** All Genesis University™ (hereinafter referred to as “GENESIS®”) courses, materials, books, logos, brands, images, processes, and procedures are the sole property of GENESIS® and its owners and assigns. All GENESIS® course presentations are protected by U.S. copyright laws and shall not be replicated by any person or entity without written permission.
- 2. Terms.** All Members must read, acknowledge, and abide by the terms and conditions set forth in the following documents available at [www.Genesis3.com](http://www.Genesis3.com) under “Certify” on the home page, which may change at any time at the sole discretion of GENESIS®: Logo Terms of Use, Position Statements of GENESIS® and any referenced standards, Position Statements of the American Shotcrete Association and any referenced standards, and these Terms and Conditions.
- 3. Codes / Other.** All Members must be aware of, and make reasonable attempts to comply with, all applicable federal, state, county, and city codes including, but not limited to, International Building Code, International Residential Code, International Fire Code, International Energy Conservation Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, National Electric Code, Model Aquatic Health Code; acquire licenses; file permits; and, maintain proper insurance, as required.
- 4. Conflict of Interest.** All Members shall avoid conflicts of interest including transactions, relationships, services, or considerations which are, or appear to be, contrary to the best interest of GENESIS® or the Society of Watershape Designers<sup>CM</sup> (“Society”); or where the interests of a member or other organization are placed above the Society itself. Members agree not to modify, revise, edit, or create derivative works from GENESIS® course materials, brands, logos, in whole or in part, or to derive personal gain from the goodwill associated with GENESIS® or the Society, whether to directly or indirectly compete with GENESIS® or the Society, or for any other purpose.
- 5. Behavior.** GENESIS® and the Society reserve the right to approve applicants for, or expel applicants from, any of its schools, programs, or certifications. Students must act in an appropriate professional, moral, drug-free, and ethical manner, in class and in the marketplace else be subject to suspension or expulsion.
- 6. Release.** Members hereby freely and voluntarily, jointly and severally, release the officers, members and staff of GENESIS® and the Society from all liabilities, claims, or demands whatsoever arising from the actions, including but not limited to any personal injury to you or others associated with you whether such injury or damage is caused by actions of the elements or by acts or omissions of any such parties, whether such injury or damage occurs prior to, during, or after the event. The person attending GENESIS® courses shall indemnify GENESIS® from liability that may result from the participant’s or participant’s party’s actions or failure to act in any manner whatsoever.



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### EXHIBIT D. LOGO TERMS OF USE

1. The National Swimming Pool Foundation® (NSPF®) logo, which shall only be used by NSPF, GENESIS® and authorized agents for digital or print media is shown here:



2. The GENESIS® base logo which shall only be used by NSPF, GENESIS® and authorized agents for digital and print media is shown here:



3. A specific variant of the GENESIS® base logo includes a subtitle sponsor, which shall only be used by current sponsors.
4. A specific variant of the GENESIS® base logo includes a subtitle Associate, which shall only be used by students who successfully complete GENESIS® CONSTRUCTION 201 and GENESIS® ENGINEERING 211, pay the annual enrollment fee, accept terms and conditions and keep up their continuous education requirements.



5. The trademark Genesis University™ can be used in text by GENESIS® Students, GENESIS® Associates, and certified members of the Society of Watershape Designers™.



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6. The design mark for Society of Watershape Designers has been classified as a certification mark. SWD is also a certification mark to be accompanied by the text Registered or Master – the two certification levels within the Society of Watershape Designers<sup>CM</sup>. In addition to a logo, GENESIS<sup>®</sup> created a seal for the Society of Watershape Designer certifications for use by SWD Registered and SWD Masters. Neither logo nor seal can be used in a way that gives the appearance that a person has achieved a higher certification level than the person has actually achieved.



7. The National Swimming Pool Foundation<sup>®</sup> (“NSPF<sup>®</sup>”) grants graduates of the CPO<sup>®</sup> Certification program a limited, and graduates of the AST<sup>®</sup> Certification program a limited, non-exclusive license to use the appropriate name(s) and/or logo(s) (the “NSPF<sup>®</sup>” Marks), solely in connection with the promotion of the status of having the certification(s.)



8. The logos here presented, as well as others within its stable of products and services, are the exclusive copyright-protected property of NSPF/GENESIS. Parties that choose to use the logo(s) due so with temporary authorization only which may be revoked at any time. If a user loses its logo privilege they must remove it from digital and print media within 30 days and 180 days, respectively.

9. NSPF/GENESIS reserves the right to modify its logos at any time and is not responsible for expenses that may be required to update user’s digital or print media. Changes requested by NSPF/GENESIS shall be completed for digital media within 30 days and for print media within 180 days.



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10. In some cases, the logos are available in other colors and grayscale for use over dark backgrounds. The logos shall not be modified by the user except for changes in proportional scale. This includes font style and spacing and color changes. The logo shall not be rearranged to move or scale the triangles relative to text. Authorized users shall obtain copies of the logo from NSPF/GENESIS. Do not copy from other sources.

11. For GENESIS® specific logos, when used for digital media (e.g. websites, e-mail signatures, social media, blogs, advertising, etc.) the image shall be clickable and shall link to <http://www.genesis3.com> and no other site, subdomain or specific page within the <http://www.genesis3.com> site. For NSPF specific logos, the image shall be clickable and shall link to <http://www.nspf.org> and no other site, subdomain or specific page within the <http://www.nspf.org> site.



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**EXHIBIT E. SOCIETY BENEFITS**

<b>BENEFITS</b>	<b>SWD<sup>CM</sup> Master</b>	<b>SWD<sup>CM</sup> Registered</b>
Permitted to use logos of GENESIS <sup>®</sup> Associate, GENESIS <sup>®</sup> Graduate and SWD Registered and SWD Digital Seal	Yes	Yes
Permitted to use SWD Master logo	Yes	No
% Discount on Genesis University <sup>™</sup> education	20%	10%
Acknowledged as an SWD member on GENESIS <sup>®</sup> and Society websites	Yes	Yes
Eligible to volunteer on Society Taskgroups	Yes	Yes
Eligible to be elected to Advisory Board or selected for Education Board	Yes	No
Eligible to serve as Technical Assistants during GENESIS <sup>®</sup> schools	Yes	No
Invited to Annual SWD Masters meeting at International Pool   Spa   Patio EXPO	Yes	No
Projects eligible for the Outdoor Living Showcase Website (priority given to Masters)	Yes	Yes
Eligible for special discounted media rates for SWD Masters	Yes	No
Have dedicated page on Society websites	Yes	No
Projects featured in advertising and GENESIS <sup>®</sup> educational programs	Yes	No
Receive special callouts in print advertising and social media	Yes	No
Receive media inquiries for information and interviews	Yes	No



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**EXHIBIT F: EDUCATION WAIVER FORM**

No. # \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE / Cell \_\_\_\_\_ FAX \_\_\_\_\_

CLASS WAIVER IS REQUESTED FOR: \_\_\_\_\_

REASON FOR WAIVER: \_\_\_\_\_

NAME OF INSTITUTION: \_\_\_\_\_

DESCRIPTION OF CLASS TAKEN: \_\_\_\_\_

COPY OF TRANSCRIPT ATTACHED YES \_\_\_\_\_ NO \_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

REASON FOR DENIAL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Each substitution or wavier of class must be accompanied by a \$50 check for Internal Posting*  
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