

1. Certified Trainer Terms

The Trainer will agree to attend all required days of the Desired Results Trainers Institute and complete the certification process.

The Certified Trainers Institute includes the following steps and expectations:

- Attend all necessary DRDP Teacher Trainings as it applies to certification (Day 1 & 2).
- Participate in one day of Coach's Training (Day 3).
- Participate in one day of Guided Observation with a master coach at a training provided by a master trainer (Day 4).
- Participate in Deliberate Practice Sessions (Day 5).
- Conduct deliberate practice with feedback (Day 6).
- Candidate must coordinate with a WestEd representative to schedule and plan co-trainings and certifications trainings.
- Candidate is responsible for studying and learning the training content and best practices for training.
- Co-train with a partner or with Master Trainer. Master Trainer will observe and provide feedback (Day 7 & 8).
- Receive Certified Trainer Training kit.
- Engage in a day of certification training which consists of a master trainer observing the Trainer's presentation and certifying that he/she has the skills and content necessary to present the training to fidelity (Day 9).
- If candidate requires more than one additional co-training or certification training, additional fees may apply in order to complete certification.
- Participate in final Certified Trainer meeting (Day 10).
- Receive access to the Certified Trainer Conference Center.
- The Trainer is authorized to use all provided training materials to conduct training sessions within their own agency consortium at their discretion. Trainers must notify WestEd of such trainings, including dates, locations, and number of participants via the conference center.
- All teacher-training certificates will be issued by WestEd upon receipt of sign in sheets (sign-in sheet must include training date, type, and location).
- The Trainer is authorized to utilize the WestEd trainer's online conference center as long as their certification is current.
- Trainer may not accept payment (aside from regular salary provided by employer) to provide trainings. All trainings requiring a fee must be scheduled and administered through WestEd. WestEd will pay the Trainer fees from the funds collected.
- To maintain certification:
 - Attend updates as determined by WestEd (no more than quarterly) to maintain fidelity to the system.
 - Pay annual conference center fee of \$100 (price subject to change)
 - Sign terms and conditions form annually

2. Intellectual Property Rights

All materials mentioned in this agreement were funded by the California Department of Education, Early Education and Support Division.

- All information that the Trainer may receive from WestEd, or collect from its participants in the course of training or other services, is the exclusive property of the California Department of Education and WestEd.
- It is expressly agreed that the Trainer is not asked to create new materials, or to make alterations to pre-existing WestEd materials or trainings.
- The Trainer acknowledges that the California Department of Education owns all rights, including but not limited to copyright and trademark rights, in and to all curricular materials published and used in trainings, marketing, outreach, and other services in connection with such training materials. Nothing herein may be construed to give the Trainer any right to use or share any of such materials except pursuant to this Agreement.

3. Confidentiality

All data collected by the Trainer in the course of performing training services will remain strictly confidential and will not be revealed by the Trainer to any third party.

4. Termination

Either party may terminate this Agreement at any time by giving the other 14 days written notice.

5. Relationship of the Parties

Nothing in this Application/Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between WestEd and Trainer. The Trainer will not be an employee of WestEd for any purpose. Neither party shall have any authority to bind the other in any respect. The Trainer will not be eligible for any employee benefits from WestEd or for coverage under WestEd's workers' compensation insurance.

Trainer's Agency of Employment: _____

Trainer's Name (Print): _____

Trainer's Signature: _____

Trainer's Supervisor Name (Print): _____

Trainer's Supervisor Signature: _____

Please sign and submit this understanding to Maria Lazaro at the address below or to desiredresults@wested.org.