

Relationship Toolshop® International Training Institute, LLC

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RTITI Continuing Education (CE) Speaker/Trainer Agreement & Release Form

We'd love to have you join our CE provider training staff. To do so, you will need to apply, be accepted, and then sign your acceptance of the terms of this agreement. Then, we can collaboratively create an exciting, dynamic, and value-packed CE training program featuring YOU and your expertise.

If you have any questions or concerns about the terms of this service agreement, please contact Jody at the contact information provided above or at the end.

This agreement & release is between Relationship Toolshop[®] International Training Institute, LLC (RTITI), represented by Jody Johnston Pawel, LSW, CFLE and ______

(referred to hereafter as "Speaker") regarding the CE training program the Speaker will deliver (or co-present) through Relationship Toolshop[®]. If Speaker desires, that program may be electronically record in video and audio ("Recording") to create a product/resource and/or program/course ("Resource(s)" that will be made available on the <u>RTITI e-learning library.</u>

ABOUT RELATIONSHIP TOOLSHOP®

Relationship Toolshop[®] International Training Institute, LLC is an umbrella company with many subsidiary niche service divisions, such as *Parents* Toolshop[®], *Foster-Adoptive* Parents Toolshop[®], *Christian* Toolshop[®] and Ambris Publishing, through which we produce our programs and Resources. Our company mission, carried out by each subsidiary division, is to empower adults and family life professionals with the tools they need to improve the lives of children and enhance *every* relationship in each family member's life.

PROFESSIONAL LIABILITY

Speaker assumes all professional liability for their teachings when presenting live in person outside the RTITI virtual training platform. When Speaker presents a CE program *live* or the recorded evergreen virtual program resides on the RTITI e-learning platform, Speaker is covered by the RTITI Professional Liability Insurance policy. This is part of why we have the following section. We are required by *our* insurance company to include this clause in this agreement:

To the fullest extent permitted by law, virtual and on-site program sponsors who utilize speakers/trainers from RTITI agree to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless RTITI, its primary owners, subsidiary division representatives, employees, consultants, speakers/trainers, volunteers and others working on behalf of RTITI against any and all complaints, claims, demands, suits or loss, including all costs connected therewith, and for any negligence, omission, errors, or damages which may be asserted, claimed or recovered against or from provider, its primary owners, subsidiary division representatives, employees, consultants, volunteers and others working on behalf of provider, which arises out of or is in any way connected or associated with any speakers representing or training through RTITI and/or the use of its curricula while providing services on behalf of the sponsor.

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PHILOSOPHY AND BEST PRACTICES -

The content of our CE programs is not based on opinions, popular practices or what works for one person. We are firmly committed to delivering content that is accurate, healthy, and proven-effective through long-term research. We want our trainees to be able to trust *any* training or information they receive from RTITI, *especially* from our CE-approved speakers/trainers, is research- or evidence-based, referencing current studies (past 5 years).

ALL content in all CE programs must be evidence- or research-based.

For Speakers on Topics related to *Parenting* or working/living with *parents or children*

We are optimistic that you are be a good match for our program but have occasionally been surprised by some of the common beliefs and practices that some experts suggest that are not rooted in sound research. As a result, we want you to be aware of our stance in four areas where we have seen discrepancies and invite you to review our teachings for any possible conflicts in philosophy and best practices before you appear as a guest expert.

Universal Principle: Not all topics must be trauma-related, but all teachings must be trauma-informed.

Teaching #1: Long-term research has identified five parenting styles, not just 3 (1967) or 4 (1984) but 5: in 2000, 2015, and 2016. They are consistent with the 5 styles taught in *The Parents Toolshop*[®] and 2 of the 3 research studies use the term "Balanced" for the ideal parenting style, which is the term coined in 1992 by *The Parents Toolshop. If* you reference parenting styles, please reference the most current research. Learn more through this research summary or watch a video.

Teaching #2: Using descriptive encouragement instead of "praise" to build self-esteem. If you are unfamiliar with this teaching, you can review PTC's teachings about it at: <u>Article on the Difference between Praise and</u> <u>Encouragement.</u>

Teaching #3: Fostering internal motivation and not using rewards, bribes, incentive programs or sticker charts, which foster external motivation. If you are unfamiliar with this teaching or the research behind it, you can review PTC's teachings about it at: Article on the Use of Rewards and Bribes AND Article on the Use of Behavior Charts

Teaching #4: Using "I" messages that are truly "I" messages and not long lectures, hidden guilt trips, or imply blame with the word "you" <u>anywhere</u> in the message. If you are unfamiliar with more current teachings about "I" messages, you can review our teachings about it at: <u>Article on Effective Communication Skills</u>

Teaching #5: Using effective discipline techniques, not punishment, especially physical/corporal punishment. If you are unsure whether your opinions will conflict, you can review PTC's teachings at: <u>Article on Discipline versus</u> <u>Punishment</u> AND <u>Article on What Discipline Works</u>

Unless we have specifically invited you to discuss or debate these controversial subjects, we will expect your advice on these subjects to be consistent with Parents Toolshop[®] teachings. If you disagree with these positions, we ask that you either refrain from applying as a guest or avoid giving any advice on these particular subjects or that contradict these teachings. Should something be inadvertently said that is in conflict with Parents Toolshop[®] teachings or evidence-based best practices, RTITI reserves the right for any Certified Parents Toolshop[®] coach, trainer, or graduate to correct the speaker and/or to edit out any inappropriate comments from any recordings of the presentation or to not retain them in our archives.

TRAINING LOGISTICS

Audio-Visual: **RTITI will provide its virtual platform for speaker/trainer to use.** If Speaker/Trainer wants a date/time when the RTITI platform (i.e. Zoom) is not available or wants features the RTITI platform doesn't provide, Speaker/Trainer may use their own or another platform at their expense.

Publicity: RTITI will developing publicity documents based on the information in the program approval request form. Speaker can review, edit, and approve publicity before it launches. RTITI and Speaker will both promote the program through their respective email and social media communities. Either party may choose to use paid advertising at their own expense or may agree to share the expense.

Resources Available: Speaker may reference their and/or *Toolshop®* products during their presentation that are available for purchase after the program but shall not actively solicit sales *during* the training program. Speaker can provide links to their or recommended resources to include in the virtual course made from this program.

Audio or video taping: All live virtual CE programs offered through RTITI shall be recorded unless prohibited and/or indicated otherwise in the section above. Other audio or video recording of CE programs offered through RTITI is not permitted in any means whatsoever by speaker or audience members without prior written request and consent from RTITI. This includes participants taking screenshots or camera photos of the screen. RTITI *may* distribute or sell the recording of training programs offered through RTITI per the terms of the CE Speaker Agreement and Release Form.

Post-Program: Speaker will send a 20-60 second video or 50-150-word testimonial to RTITI within 30 days of the program about their experience as a Trainer/Speaker/Author for RTITI. Speaker grants permission for RTITI to use their testimonial in future publicity for trainer recruitment.

SELF PROMOTION POLICY

As a CE Speaker, you may mention your resources to your audience. If these resources are for parents, they *must* be consistent with the Parents Toolshop[®] principles listed above. If you want to promote a *paid* resource to our audience; we request you (a) make it optional and refrain from any hard selling during or after the program (b) offer a temporary discount for the participants, such as a coupon code offered to those who attend the training live. RTITI can set up a buy link in your course and coupon codes for resources sold through our e-library.

How you self-promote is as important as *what* you are promoting. Promotions must be within the context of the training topic, focus on serving the audience (not selling them), and be optional No hard-sell promotion or sales offers are allowed in CEU workshops. You can *mention* what you have and *reference* it as part of your sources.

PAYMENT

If CE Speaker's application is approved and Speaker joins the RTITI CE Speaker Team, Speaker agrees to pay:

- The annual fee at time the CE speaker signs this agreement. Time-limited discounts or future fee changes may occur as service provision costs arise. CE speaker will not be entitled to any refunds and can decide annually whether to renew their contract as a CE speaker for RTITI.
- 30% of net profits from each CE program offered through RTITI, which will be withheld by RTITI from payments received by RTITI.
- Any *optional* ala carte fees for RTITI to perform any services the CE Speaker requests, outside what the annual fee provides.

In exchange for the annual fee, RTITI agrees to provide *at least* the following services:

- Unlimited *applications* for CE course approval.
- A Speaker page with photo, bio, and list of all their CE courses on the RTITI e-library.
- Unlimited *approved courses* offered through RTITI that the CE speaker solo produces on their own.
- Up to 4 of the Speakers CE courses, totaling up to 12 hours of training, will be set up by RTITI as virtual

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evergreen courses per year. CE speaker will pay a per-program setup fee for additional programs.

- For each CE program, RTITI will provide the following marketing services:
 - Creating course graphics, creating/resizing images, massaging marketing blurbs for target audience
 - o Include event in RTITI's newsletter or emails to any related CE or mail list segment(s)
 - o Set up an event on the <u>Relationship Toolshop® Facebook page</u>
 - Set up live event reminders to registrants.

Speaker can earn income from the CE program through the following ways:

- Active Income. CE Speakers can set their own fees for their CE programs. CE Speakers will enter into a separate speaking contract with RTITI for each CE program they offer, spelling out each programs fees.
- *Passive Income.* If CE Speaker chooses, and it's included for up to 4 courses or a total of 12 hours, RTITI will record live CE training programs and create an evergreen online course from it. These courses may be sold for a fee determined by the CE speaker, with a 30% fee split on *net* profits staying with RTITI, which compensates RITIT for any setup, updates, certificate issuance, and technical support for the course.
- Additional Affiliate Income. Speaker may sign up as an RTITI affiliate and promote any or all RTITI Resources (not just those the Speaker presented) which will offer an affiliate percentage commission of the net profit from that resource. Speaker's affiliate commission percentage shall be equal to that which is offered to all RTITI affiliates and is in addition to any speaker fee splits agreed to in the above 2 income categories. Pricing, discounts, and sales of each CE Speaker's programs are at the CE Speaker's discretion. RTITI may include links to RTITI programs/resources in the evergreen course, if Speaker agrees it's a relevant and useful resource that is compatible and not competitive with the Speaker's program.

Payment terms: Speaker shall be paid within 30 days of the last date of service for workshop series. Evergreen profit sharing and Affiliate commissions shall be paid within 30 days of the end of the month sales were made. (i.e., The sale is made in January. The January sales report is available Feb. 1st. Affiliates and Speakers are paid by March 1st. (Complete/submit IRS W-9 form for taxes & payment)

Any additional services, beyond those detailed in each Program Approval Request or after the program may incur additional fees payable by the person requesting the service <u>even if there is no new written contract for those services</u>. A separate request for payment between RTITI and the Speaker shall detail these additional expenses and the cost must be made, agreed upon, and signed by both parties for these to be paid. If the expenses are not agreed upon <u>in advance</u>, payment cannot be expected nor made mandatory.

DECLARATION OF OWNERSHIP

Speakers shall own the copyright to the underlying content of the courses, have received permission from the copyright owner, or are ethically citing the sources. The recordings of the free RTITI webinars and those created by RTITI Niche Experts are copyrighted to RTITI. All other fee-based programs Speaker presents and pays RTITI to produce shall be copyrighted first in the Speaker's name. As long as they reside on the RTITI site, they will also be protected by RTITIs copyrights. If Speaker chooses to leave RTITI, Speaker can request to receive the course recordings and materials to be sent/returned and can use them elsewhere, because it's the Speaker's content.

This is *not* an exclusive course delivery relationship. Speaker can offer same courses on RTITI site anywhere else, which offers multiple streams of income for Speaker. RTITI *prefers* that those courses RTITI has produced for Speaker be *primarily* offered or featured by Speaker on our site, since that sends more people to the RTITI site, which supports the Speaker and all the other Speakers/Trainers RTITI represents, but Speaker is not required to do so.

PRODUCTION, DUPLICATION AND DISTRIBUTION

Speaker, despite personal opinions, must *always defer to evidence-based teachings*. RTITI reserves the right to edit recordings of the Speaker's presentation at its discretion. Most edits will be for brevity, clarity, and error correction. It may include, however, editing out advice that contradicts the principles listed above. If RTITI is producing the live training and teachings contrary to the principles listed above occur, the RTITI representative reserves the right to interrupt and/or correct Speaker to share what Toolshop[®] or evidence-based teachings are on that topic.

By being a CE Speaker for RTITI, Speaker agrees to the allow RTITI to use Speaker's name, likeness, image, voice, words, participation, and title or professional designation in any *promotional*, publicity, marketing, correspondence, or other *derivative* materials based on the recording of the Speaker, although RTITI has no obligation to make use of these rights.

The Speaker and an authorized RTITI representative (Jody Johnston Pawel, staff, or subsidiaries division head) must enter into a separately negotiated agreement, with additional compensation terms, for any CE *virtual evergreen* course on the RTITI site to be duplicated, distributed, sold, published, or used to prepare derivative works outside the RTITI e-library.

TERMINATION OF AGREEMENT

This agreement shall automatically end their *service* as a CE Speaker for RTITI by not paying their annual fee. RTITI is not under obligation to keep or maintain Speaker's CE program on the RTITI e-library. If RTITI chooses to keep the Speaker's *virtual evergreen* CE courses on the RTITI e-library, RTITI will continue to pay CE Speaker ongoing passive income splits from virtual program sales and Speaker's affiliate commissions as long as CE Speaker maintains a means of digital communication and payment.

ACCEPTANCE OF THE GUEST SERVICE AGREEMENT

To accept the terms of this agreement, check the appropriate box on the Speaker application before submitting it *and* sign below. By using a digital signature, you agree to honor it as equal and acceptable as a handwritten one.

I have read and understand this release and have signed it below on: (date) Click here to enter text

X Signature: _____

Type your Name: _____

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Signature of Jody Johnston Pawel, LSW, CFLE, CTSS

CEO, Relationship Toolshop International Training Institute, LLC Email: jody@relationshiptoolshop.com Office Phone: 937-748-4541 Jody's Mobile (to text in emergency or during program delivery): 937-673-2699

To sign in Adobe Acrobat, select "fill and sign" from tool menu, then click inside a field. (<u>Directions</u>.) SAVE COMPLETED FORM/AGREEMENT TO YOUR COMPUTER WITH A DIFFERENT FILENAME.

To add a digital signature in Adobe Acrobat, follow these steps (screenshots on next page):

- 1. Select "Fill and Sign" option from right menu bar
- 2. Click on signature field and select "sign yourself"
- 3. Upload your signature image, select already uploaded image, or type into field