

Educational Kinesiology Foundation 315 Meigs Rd, #A338 Santa Barbara, CA 93109 www.breakthroughsinternational.org info@breakthroughsinternational.org

## Brain Gym<sup>®</sup> Instructor / Consultant Contract

This Agreement made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, between the Educational Kinesiology Foundation, dba Breakthroughs International, a California nonprofit public benefit corporation, having an address of 315 Meigs Road, #A338, Santa Barbara, California 93109 (hereafter referred to as "BTi"), and \_\_\_\_\_\_, to be known as Licensed BRAIN GYM<sup>®</sup> Instructor/Consultant, (hereafter referred to as "Instructor"). This license is issued by BTi and covers the use of trademark and copyright-protected materials based on the work of Paul Dennison and Gail Dennison (hereafter referred to as "Dennisons").

### WITNESSETH

WHEREAS, Paul and Gail Dennison (the Dennisons) have made significant innovations in relation to enhancing whole-brain learning through an educational body of work including a system of specifically named and organized physical movements and activities referenced as the Brain Gym<sup>®</sup> work (hereafter referred to as "Works");

WHEREAS, BTi owns the service mark for the term "Brain Gym";

WHEREAS, BTi has the responsibility to oversee the quality, image, and consistency of the BG Program's materials developed by the Dennisons and associated with their name and life work;

WHEREAS, the Works include copyrighted works, trademarks, curriculum, and methodologies known as the BRAIN GYM<sup>®</sup> 101 Course, embodied and published in the BRAIN GYM<sup>®</sup> Handbook, *BRAIN GYM 101: Balance for Daily Life* (hereafter referred to as "BRAIN GYM<sup>®</sup> Materials");



1 of 7

WHEREAS, included in the BRAIN GYM<sup>®</sup> materials are copyrighted works, trademarks, curriculum, and methodology known as the Educational Kinesiology In Depth: Seven Dimensions of Intelligence process, including the Integrated Movements, embodied in a manual entitled *Educational Kinesiology In Depth: The Seven Dimensions of Intelligence* (hereafter referred to as "In Depth Manual");

WHEREAS, the Instructor has satisfactorily completed all prerequisites set forth in Exhibit A for being licensed as a BRAIN GYM<sup>®</sup> Instructor/Consultant and now wishes to teach BRAIN GYM<sup>®</sup> 101 and use the BRAIN GYM<sup>®</sup> Materials to earn income;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained below and other good and valuable considerations, the parties agree as follows:

- 1. <u>Grant</u>.
  - a. BTi hereby grants to Instructor a non-exclusive, non-transferable right and license to use the BRAIN GYM<sup>®</sup> Materials for teaching the BRAIN GYM<sup>®</sup> 101 Course. People trained in one country and who will be teaching in another country must comply with the requirements and regulations of that country's local government, and follow the current versions of the Teaching Abroad policy and Online Teaching Guidelines (in the event the course is taught online).
  - b. Subject to compliance with the requirements set forth in the attached Exhibits A and B, BTi also grants to Instructor a non-exclusive and non-transferable right and license to use the BRAIN GYM<sup>®</sup> Materials, In Depth Manual, and content from other Brain Gym<sup>®</sup> coursework taken, to conduct private consultations with individuals. People who are trained in one country and who will be consulting in another country must comply with the requirements and regulations of that country's local government,
  - c. Subject to compliance with the requirements set forth in the attached Exhibits A and B, BTi further grants to Instructor a non-exclusive and non-transferable right and license to teach any course on the current Brain Gym<sup>®</sup> curriculum for which Instructor has completed the requirements. People trained in one country and who will be teaching in another country must comply with the requirements and regulations of that country's local government, and follow the current versions of the Teaching Abroad policy and Online Teaching Guidelines (in the event the course is taught online),



2 of 7

- 2. <u>Title</u>. During the term of this Agreement and subject to the terms and conditions herein; Instructor may use the title of Licensed BRAIN GYM<sup>®</sup> Instructor/Consultant.
- 3. <u>Quality Criteria</u>. In carrying out the license granted herein, Instructor agrees to follow the guidelines and quality standards set forth in Item 4 of this Agreement.
- 4. <u>Course Content</u>. Instructor agrees to use the current BRAIN GYM<sup>®</sup> 101 *Handbook* as the syllabus for the BRAIN GYM<sup>®</sup> 101 course and agrees to use only approved course materials for any other course on the Brain Gym<sup>®</sup> curriculum for which Instructor is permitted to teach. BTi may change the content of the BRAIN GYM<sup>®</sup> Course, BRAIN GYM<sup>®</sup> Curriculum, or the BRAIN GYM<sup>®</sup> Materials. Such changes will be communicated to Instructor through publications, the Practicum course, or a special required "Update" course offered at the discretion of BTi with faculty recommendation.
- 5. <u>10% Royalty Fees</u>. Instructor agrees to register all participants of the BRAIN GYM<sup>®</sup> 101 Course, or any other course for which the Instructor is approved to teach, on the Brain Gym<sup>®</sup> curriculum (including but not limited to Optimal Brain Organization, Visioncircles, Double Doodle Play, etc.), with BTi or one of its Approved Affiliates within 15 days of course completion. The enrollment process includes submitting a course roster with the name and email of the course Instructor and each participant, as well as a royalty of ten percent (10%) of the gross revenue less the cost of the manual, received from each student. BTi will not share student data nor email students unsolicited without each student opting in.
- 6. <u>Program</u>. Instructor agrees to explain the Brain Gym<sup>®</sup> program as it appears on the current website and to abide by all BTi policies and procedures.
- 7. <u>Student Commitment</u>. At the time students enroll in the BRAIN GYM<sup>®</sup> 101 course, Instructor shall have each student sign an Enrollment Agreement, attached hereto as Exhibit C, to respect BTi's trademark and copyright-protected materials. This includes a statement whereby the students agree to refrain from teaching the BRAIN GYM<sup>®®</sup> 101 course or representing themselves as a BRAIN GYM<sup>®</sup> Facilitator, Consultant, or Instructor until they have completed the requisite coursework of BTi or one of its Approved Affiliates. The students may use or share any of the information learned at a workshop or course. They may not advertise as a BRAIN GYM<sup>®</sup> Instructor/Consultant nor charge for teaching or consulting until they have received their BRAIN GYM<sup>®</sup> Instructor/Consultant contract which has been signed by a BTi representative or one of its Approved Affiliate representatives.
- 8. <u>Trademark</u>. Instructor shall use the ® trademark symbol whenever BRAIN GYM<sup>®</sup> is displayed in the promotion of Instructor's courses and all students will be instructed that



3 of 7

BRAIN GYM<sup>®</sup> is a registered trademark which is used in association with all BRAIN GYM<sup>®</sup> media displays, websites, activities, courses, and materials. The following is an example of an appropriate notice: "BRAIN GYM<sup>®</sup> is a registered trademark of the Educational Kinesiology Foundation dba Breakthroughs International and is used with permission by its Approved Affiliate organizations. The Educational Kinesiology Foundation is located at 315 Meigs Road, #A338, Santa Barbara, California, USA. Email: info@breakthroughsinternational.org. Website: www.breakthroughsinternational.org."

- 9. <u>Copyright</u>. Instructor may photocopy and quote from BTi publications for advertising and teaching purposes only. The only Brain Gym<sup>®</sup> materials (manuals, books, posters, etc.) that Instructor may sell are those that have been approved by BTi's Review Team or an Approved Affiliate review team.
- 10. <u>Approval of Trademark and Copyright Use</u>. Instructor agrees to sell only BRAIN GYM<sup>®</sup> Materials approved by BTi or one of its Approved Affiliates. In teaching or advertising the BRAIN GYM<sup>®</sup> Materials, Instructor agrees to clearly delineate between approved BRAIN GYM<sup>®</sup> Materials and any supplementary materials. BTi reserves the right to approve all website advertising for BRAIN GYM<sup>®</sup> activities, courses, and publications. BTi must approve all materials sold when there is no Approved Affiliate to oversee this process.
- 11. <u>Independent Contractor</u>. Instructor is an independent contractor and is not an employee or otherwise under the control of BTi. Instructor shall have no power or authority to incur or create any liability or obligation for, or in the name of, BTi. This Agreement does not create a partnership, joint venture, or agency relationship.
- 12. <u>Indemnification</u>. Instructor agrees to indemnify and hold harmless BTi and its respective employees, officers, directors, agents, and representatives from and against any and all liabilities, claims, suits, causes of action, or legal proceedings of any sort arising out of, resulting from, or relating to this Agreement.
- 13. <u>Term</u>. Upon both parties signing, this Agreement shall be effective on the date described on page 1, paragraph 1, of this contract. This Agreement shall continue for a term that expires on the fourth anniversary of the licensure date unless terminated for reasons outlined in paragraph 14 below. Renewal will occur for successive four-year periods provided all re-licensure requirements, as set forth in the attached Exhibit B have been completed, and a current Instructor contract has been signed with BTi or its Approved Affiliate in which the Instructor/Consultant is registered. Licensure requires an annual membership/license fee as set by the Board of Directors and paid to BTi. Approved Affiliates set their own fees. This fee is in exchange for the privilege of using the phrase "Licensed Brain Gym<sup>®</sup> Instructor/Consultant" in order to earn income. A lapsed license



4 of 7

may be reinstated according to the requirements as set forth by BTi or one of its Approved Affiliate organizations.

14. <u>Emeritus Status.</u> If Emeritus status is applicable as defined by BTi, re-licensure credits are waived, and re-licensure fees are still required to be paid to BTi or its Affiliates.

### 15. Termination

- a. The Agreement may be terminated at any time upon the mutual written consent of the parties.
- b. BTi may terminate this Agreement, upon approval by the BTi Board of Directors, with forty-five (45) days written notice to Instructor, if Instructor fails to fulfill responsibilities as outlined in this contract.
- c. In the event that Instructor modifies and/or alters the description and/or re-names any of the movements or activities described in the BRAIN GYM<sup>®</sup> Materials, and thereafter utilizes such modified or renamed movements in Instructor's own materials, publications, and/or courses, then BTi may terminate this Agreement effective upon written notice to Instructor.
- d. Upon termination of this Agreement, Instructor agrees to discontinue representing themselves as a BRAIN GYM<sup>®</sup> Instructor/Consultant.
- e. Responsibilities and Standards of Professionalism
  - i. Instructor agrees to use current course materials for all courses taught on the Brain Gym<sup>®</sup> curriculum
  - ii. Instructor agrees to clearly distinguish and delineate between their verbal and written work done under this Agreement and work emanating from other workshops or endeavors in which Instructor is involved. For example, the BRAIN GYM<sup>®</sup> Course should not be used to promote nutritional products.
  - iii. Instructor will set up an online account on BTi's website for the purpose of data management and may opt-out of having their name public on the site. Through the online account, Instructor may post courses and workshops, purchase forums or materials, and set up a profile including their contact information and biography. Instructors belonging to Approved Affiliates may join BTi for a reduced rate as applicable.



- iv. For the purpose of welcoming, supporting, and tracking student coursework in the licensure process, Instructor agrees to submit to BTi, or its Approved Affiliate, a clear, detailed, and accurate roster of all classes using BTi's current procedure/platform or its Approved Affiliate's.
- v. Instructor agrees to abide by BTi's Code of Ethics and Conduct (Exhibit D).
- vi. Instructor agrees to comply with the styles and standards of the Brain Gym<sup>®</sup> program as posted in the current *Edu-K Style Guide, Messaging Toolkit,* and/or *Visual Brand Guide.*
- vii. Instructor understands that customer satisfaction is paramount to the success of the program and therefore agrees to clearly publicize a refund policy.
- 16. <u>Certification and Pledge</u>. Upon signing this Agreement in the designated space below, Instructor represents and confirms that they have satisfactorily completed all of the required training and coursework required for licensure set forth in Exhibit A and that they pledge to uphold the established quality image, principles, and philosophy of the Brain Gym<sup>®</sup> program and Works as described within this Contract and Exhibits. In view of this pledge, Instructor receives all rights to use BRAIN GYM<sup>®</sup> materials as set forth in this agreement and exhibits.



### Signatures

Instructor			
Name: (Please print)			
City:	State/Prov	vince:	Postal Code:
Country:			
Email:			
		Signature	
		Date	
BTi or APPROVED AFI	FILIATE REPRE	<u>SENTATIVE(S)</u>	
BTi OR Approved Affiliate Repr	esentative		
Name: (Please print)			Title:
		Signature	
		Date	





### Brain Gym<sup>®</sup> Curriculum Required Coursework - USA & CAN

The following is a summary of the coursework required to be licensed as a Brain Gym<sup>®</sup> Instructor for those based in the United States & Canada. If you have any questions, please contact our office at <u>info@breakthroughsinternational.org</u> for clarification.

Please note: the order of courses does not matter, except where prerequisites are required.

#### Core Curriculum - where fundamentals are learned (128 credits)

- □ 101 Brain Gym<sup>®</sup> 101 Introduction (24 credits)
- □ 101 Brain Gym<sup>®</sup> 101 Introduction Review\* (24 credits)
- □ 201 Optimal Brain Organization (16 credits)
- □ 301 Edu-K In Depth\*\* (32 credits)
- □ 401 Teacher Practicum\*\*\* (32 credits)

\*Recommended to take with a different instructor

- \*\*Bring four completed BG101 case studies to class
- \*\*\*Bring completed Case Study Log, Balance Forms, and Private Sessions Forms to class

#### Brain Gym® Curriculum Electives (96 credits)

- □ All levels from the Brain Gym® Curriculum count, with the exception of "Special Interest" and "Pilot" courses; view all Brain Gym Curriculum Course Descriptions at <u>https://breakthroughsinternational.org/course-descriptions/</u>
- □ Touch for Health 1 & 2 may count towards the Brain Gym® Curriculum electives

#### Anatomy or Kinesiology (16 credits)

- Dependence of Learning (PBE 103 from the Brain Gym® Curriculum), or
- □ Touch for Health 1, if not used as an elective, or
- College Transcript with Anatomy and/or Physiology Credits

#### **Practical Application**

Hands On Experiences

- □ Facilitate 15 Case Studies: 4 from BG101, 3 from EID301, and 8 from course electives
- □ Receive 3 Private Consultations from a licensed instructors candidates are encouraged to receive these from more than one instructor to help inform their own style

### Administrative

- □ Pay annual fee (based on \$250 USD, using the Power Purchasing Parity (PPP) system)
- □ Sign instructor agreement
- □ Receive certificate of licensure, instructions for creating online profile, and access to the Google Classrooms



1 of 1

Required Coursework - USA & CAN Revised January 2022





1

## CASE STUDY LOG

Case studies of at least fifteen balances are required to become a Brain Gym<sup>®</sup> Instructor/Consultant in the United States and Canada. Please use the *Case Study Balance Forms* to record each balance, and this form to log them. Bring both forms with you to the BG301 *In Depth: Seven Dimensions of Intelligence* course and to the BG401 *Teacher Practicum* course. In addition, bring three completed Private Sessions forms to BG401 *Teacher Practicum*.

When facilitating each case study, the goals are to:

- Develop thorough and clear record-keeping skills facilitating professionalism and continuity in one's practice.
- Build proficiency and confidence in guiding others through the movements.

## **Contact Details**

NAME OF CANDIDATE		
EMAIL ADDRESS		
PHONE NUMBER		
ADDRESS		



## **BG 101 BALANCES**



 $\mathbf{2}$ 

1. Brain Gym 101		DATE
NAME OF BALANCE RECIPIENT		
TYPE OF BALANCE		
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE		
2. Brain Gym 101		DATE
NAME OF BALANCE RECIPIENT		
TYPE OF BALANCE		
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE		
3. Brain Gym 101		DATE
NAME OF BALANCE RECIPIENT		
TYPE OF BALANCE		
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE		
Self Balance (Using noticing and based on E	G101 material)	DATE
NAME OF BALANCE RECIPIENT		
TYPE OF BALANCE		
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE		
		Licensure Requirements 2021



USA	

3

1. 301 Edu-K In Depth	DATE
NAME OF BALANCE RECIPIENT	
TYPE OF BALANCE	
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE	
2. 301 Edu-K In Depth	DATE
NAME OF BALANCE RECIPIENT	
TYPE OF BALANCE	
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE	
3. 301 Edu-K In Depth	DATE
NAME OF BALANCE RECIPIENT	
TYPE OF BALANCE	



SOMETHING I LEARNED FROM FACILITATING THIS BALANCE

# **8 STUDENT CHOICE BALANCES**



1. Student Choic	e Balances	DATE	
NAME OF BALANCE RECIPIENT			
TYPE OF BALANCE			
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE			
2. Student Choic	e Balances	DATE	
NAME OF BALANCE RECIPIENT			
TYPE OF BALANCE			
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE			
3. Student Choic	e Balances	DATE	
NAME OF BALANCE RECIPIENT			
TYPE OF BALANCE			
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE			
4. Student Choic	e Balances	DATE	

NAME OF BALANCE RECIPIENT	
TYPE OF BALANCE	
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE	



# **8 STUDENT CHOICE BALANCES**



5. Student Choic	e Balances	DATE	
NAME OF BALANCE RECIPIENT			
TYPE OF BALANCE			
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE			
6. Student Choic	e Balances	DATE	
NAME OF BALANCE RECIPIENT			
TYPE OF BALANCE			
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE			
7. Student Choic	e Balances	DATE	
NAME OF BALANCE RECIPIENT			
TYPE OF BALANCE			
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE			

# 8. Student Choice Balances

NAME OF BALANCE RECIPIENT		
TYPE OF BALANCE		
SOMETHING I LEARNED FROM FACILITATING THIS BALANCE		
BRAINGYM	Licensure Requirements 2021 Brain Gym® is a registered trademark of the Educational Kinesiology Foundation / Breakthroughs International, Santa Barbara, CA, USA	5

DATE

# CASE STUDY BALANCE FORM



The completion of this form provides important feedback to the Brain Gym<sup>®</sup> Instructor/Consultant candidate. We appreciate your input.

NAME OF CANDIDATE					
NAME OF RECIPIENT			DATE		
GOAL FOR THE SESSION (OPTIONAL)					
My session emphasiz COMMUNICATION VISION IMPROVEM READING SPEECH MATH OTHER	ENT	ving skills and areas of learning Focus and concentration Eye/Hand Coordination Relaxation and staying on t Memory Balance of Emotional stres	ſASK	<ul> <li>ORGANIZATION ABIL</li> <li>LISTENING</li> <li>DRAWING</li> <li>WRITING</li> </ul>	ITIES
What was your exper YES SOMETIMES RA		candidate's skill in the followin LISTENED TO MY NEEDS KNEW WHAT THEY WERE DOING WAS CONFIDENT IN THEIR ABIL WAS WELL ORGANIZED COMMUNICATED CLEARLY BEFO HONORED MY LEARNING RHYTH VALIDATED MY GIFTS AND ABIL	ITIES DRE AND IM AND	DURING SESSION	
□ I would work wit	h (name of ca	andidate)			again.
□ I would recomme	end Brain Gy	∕m® to a friend.			
TYPE OF BALANCE	(I.E. X SPAN	BALANCE, IN DEPTH BALANCE, A	CTION B	ALANCE FOR , ETC)	

SIGNATURE OF BALANCE RECIPIENT

SIGNATURE OF CANDIDATE

6

Candidate: please record this balance on your case study log. Bring the <u>Case Study Log</u> and corresponding <u>Balance Forms</u> with you to the *Educational Kinesiology In Depth: Seven Dimensions of Intelligence* course and/or the *Brain Gym Teacher Practicum* course.



## FORM FOR CANDIDATE RECEIVING



## **PRIVATE SESSION**

Self-reflection is a valued skill of being a Licensed Brain Gym Instructor/Consultant. Use this form to note your experience during this session, where you might be drawn to next, and any other insights you've gained. Feel free to use additional space if needed. We highly encourage receiving the 3 required sessions from a variety of licensed instructors/consultants in order to see different styles of consulting. Feel free to use additional space if needed.

NAME OF CANDIDATE	DATE
LICENSED BRAIN GYM INSTRUCTOR/CONSULTANT	
GOAL FOR THE SESSION (OPTIONAL)	
TYPE OF BALANCE: 🗌 100	LEVEL 🗌 200 LEVEL 🗌 300 LEVEL 🗌 400 LEVEL 🗌 OTHER
TYPE OF SESSION: IN P	ERSON 🗌 EMAIL 📄 PHONE CONSULT 📄 OTHER

### **Reflections**:

What did I learn about myself personally while receiving the balance?

What techniques and skills can I apply from this experience when I facilitate balances with others?

How can I strengthen and support myself in becoming a well-rounded professional (Within the consulting framework identify some opportunities for growth and begin identifying future goal possibilities)?

By signing below y	ou are confirming that you facilitated a private session on _	
		_
for the Instructor,	/Consultant candidate named on this form.	

DATE

PRINT NAME

SIGNATURE

If session was not completed in person please attach verification from Licensed Consultant





## Licensed Brain Gym<sup>®</sup> Instructor Relicensure Requirements

#### 48 Credits Required Every Four Years

- At least 24 credits **must come** from the Brain Gym Curriculum (full credit given): includes Brain Gym<sup>®</sup> curriculum courses, annual Breakthroughs International (BTi) conferences, faculty updates, forums, and annual conference recordings as available
- 8 credits **must come** from Public Service work: share Brain Gym<sup>®</sup> work as a volunteer to those who cannot afford the usual services, up to 12 credits can be earned.
- 24 credits can come from either the Brain Gym<sup>®</sup> Curriculum **or** from 6 Alternative Credit Categories (maximum 12 credits per category). *Categories 3-5 require a \$25 USD processing fee.*

Category	Title	Max. credit allowed	Notes	
1	Volunteer	12	Serve on the Board, Committee, or Special Project; Translate materials; Mentor (upon approved guidelines)	
2	Teach or Sponsor	12	Teach BG 101 or Sponsor Courses (2 credits per course)	
3	Complementary Coursework	12	Complementary programs are those that support and/or align with the Brain Gym program	
	Pre-approved		<ul> <li>Bal-A-Vis-X</li> <li>Blomberg Rhythmic Movement Training (BRMT): Levels 1-3 only</li> <li>BTi Programs (DK, LEAP, MSGo, MBL)</li> <li>CranioSacral</li> <li>Education Through Music</li> <li>Feldenkrais</li> <li>Masgutova Method (MNRI)</li> <li>Qinesiology</li> <li>Remanlay Acureflex Integration (RAI)</li> <li>Rhythmic Movement Training International (RMTI)</li> <li>Touch for Health</li> </ul>	
	One-time approval		Contact us at <u>info@breakthroughsinternational.org</u> for more information	
4	Special Events	12	Attend and/or present at local Brain Gym days; Attend and/or present at non-Brain Gym or BTi conferences	
5	Professional Development	12	Attend courses that increase Business / Professional skills; Participate in study groups / network meetings; Complete book reports relevant to Edu-K	
6	Other	12	Develop a course or product; Conduct research on kinesiology-based approaches; Publish an article about Edu-K	





### Course Enrollment Agreement

As a student of this course, I understand and agree that:

- I am participating in this Brain Gym<sup>®</sup> course for my personal and professional development only
- In order to teach this, any other Brain Gym<sup>®</sup> course, or conduct private Brain Gym<sup>®</sup> sessions for a fee, I must complete the required curriculum and hold a valid license with the Educational Kinesiology Foundation, dba Breakthroughs International (BTi) or one of its Approved Affiliates.
- The information in this Brain Gym<sup>®</sup> course is trademark and copyright protected.
- Student contact information will be shared with BTi or its Approved Affiliate (according to applicable privacy laws) for the purposes of:
  - Tracking students in the licensure process.
  - Including students on BTi or its Approved Affiliate's e-lists -- my data will not be shared with any outside entity.
- The instructor may record parts of this course and share them privately with permission from course participants to further support the learning process.
- I am prohibited from:
  - Distributing or publishing any recordings of this course that the instructor shares.
  - Recording any part of this class.
- There is a review process for courses and products arising from the Brain Gym<sup>®</sup> work, and I will contact <u>info@breakthroughsinternational.org</u> for further information as needed.

Student Signature		Date	
Student name printed			
Phone:			
Email:			
Breakthroughs	1 of 1	Cc	ourse Enrollment Agreement Revised January 2022



# Code of Ethics & Conduct

Breakthroughs International (BTi) believes that growth and learning is best accomplished in an emotionally, mentally, and physically safe environment. BTi's *Code of Ethics & Conduct* outlines the expectations, for participants and members, necessary to ensure such safety at all times. This includes anyone attending a BTi activity as well as all personnel, board members, volunteers, affiliate organizations, and those who hold a valid license/certificate in any of BTi's programs.

Ethics - Guiding Principles	Conduct - Corresponding Expectations
Be inclusive	Understand that BTi's programs and activities are open to all, and foster equal opportunities.
	Discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, politics, level of education, health, physical or mental disability is strictly prohibited in any form(s).
Treat everyone with dignity and respect	Speak with a level tone, use kind language, listen attentively, affirm one another, be courteous and kind, show gratitude, maintain 2 feet of physical distance unless both parties agree to be closer.
	Refrain from yelling, bullying, name calling, using abusive language, making threats of verbal or physical violence, invading others' personal space, or endangering the wellbeing of others.
Adhere to the self-responsibility model	Take responsibility for your ideas and actions, apologize when you hurt others, empower others to be accountable for their own growth and goals.
	Refrain from disempowering others by resolving their challenges/issues for them.











Hold others' mental, physical, and emotional experiences in high regard, and first, do no harm	Recognize the boundaries of each unique body and modify activities and processes to avoid causing pain or injury — cues may be vocal, visual, or auditory; permit each student to be their own leader in terms of physical and mental comfort. Refrain from forcing anyone to do a movement or process that causes discomfort or that they are uncomfortable participating in for any reason.
Follow the educational model	Orient to the process rather than the end result. Let the person's innate intelligence guide the process, assume their system has what is needed to create the desired change, use inquiry based questions to assist them, listen to and implement their choices, focus on their gifts, approach challenges or perceived disabilities as unique opportunities to educate and empower. Recognize that muscle checking provides information for the decision-making process yet doesn't preempt thinking or sensing. Refrain from labeling, treating, fixing, prescribing, diagnosing, or imposing your personal judgement/belief of what is happening onto the client/student (e.g."clearing heavy bad energy").
Maintain professional boundaries	Always get permission to touch, and maintain confidentiality by keeping sensitive information private. Do not violate trust through inappropriate intimacy or touch, nor disclose information about another without their written permission (with the exception of issues related to abuse, potential suicide, threat to another, or situations where the law mandates reporting).
Anchor improvements	Empower students and clients to notice their own gains, draw attention to those you see, acknowledge them as a reflection of the student's or client's own work, and encourage celebrating each one.











Implement balance and compassionate communication in all interactions	Acknowledge thoughts and feelings that we see / sense / hear spoken, initiate communication using inquiry-based language to draw out important data points, challenge and question ideas not people, note challenges while looking for solutions, use appropriate channels of communication.
	When concerns or conflicts arise: hold others innocent, emotionally discharge and/or balance prior to approaching the other party, communicate directly with the other party, refrain from blaming or public shaming, and remember that two parties who dislike/disagree with each other can still be respectful towards one another.
Use appropriate channels of communication	Email info@breakthroughsinternational.org to determine the best channel or refer to the <i>Issues</i> & <i>Contact Information</i> document posted in Google Classrooms.
Comply with all applicable laws	All local, state, regional, and country regulations supersede BTi policies.
Abide by all BTi policies	Be aware of existing policies and read those applicable to you or your circumstances. A full list of BTi policies can be found in the Google Classrooms or by emailing info@breakthroughsinternational.org.
Protect BTi's property	Treat BTi's property with respect and care, including trademarks, copyrights, intellectual property and other property (material, intangible, and digital).
Be ethical and responsible in business dealings	Set clear expectations and put them in writing, keep accurate financial records, create win-win agreements, post important policies (refund, privacy, etc.), accurately represent BTi program curriculum/procedures/policies, and refrain from using your position to exert undue influence or control.

### Compliance

We reserve the right to take action with those who fail to adhere to our *Code of Ethics & Conduct* in any situation involving BTi programs or members. Such action is guided by our Compliance Policy or the Board of Directors, and may include meetings designed to provide support, co-creating solutions, or disciplinary action.





3 of 3



BTi Code of Ethics & Conduct November 2021



