

Foundations Classes Listing Form

2019/2020 Foundations Classes will be posted on the Innersource website starting September 15, 2018

This form is for Foundations Classes listings only.

- Please allow 5-10 business days from the time of submitting until your listing is posted.
- After your class is listed, you will receive a confirmation email with the website link so that you can verify that the information has been posted correctly.

Note: visit the EEM Classes Directory to see a live class listing.

- The first change to your listing is FREE and subsequent changes are \$30 per occurrence.

SECTION 1 - Administrative Information

This information is needed to process your listing. This information will not display on your listing.

Name

Gail Jett

Email

gmjett@bendbroadband.com

Phone

15418152599

SECTION 2 - Class Information

Please enter the information about your class. This information will appear on your listing.

Class Listing

I would like to use one of my prior class listings, and update the information for my new class listings

You are choosing to use a prior class listing for the basis of your new class. Enter only the information you would like changed. All other information will stay the same. If you would like to remove a section of text please indicate that on this form.

Prior Class

Bend, Oregon Foundations classes 2018. (I only need the dates changed)

Teacher Name(s)

Gail Jett

Contact Name for Registration

Gail Jett

Phone Number for Registration

5418155603

Email for Registration

gailjett53@gmail.com

Website URL for Registration

Is the class registration information listed above the same as the contact information for the class?

Yes, the registration information and contact information are the same

About the Teacher(s)

Gail is on the faculty of the Eden Energy Medicine Certification program, and has been teaching Foundations for the last five years. She has a background in conventional healthcare as a nurse practitioner, and left that career to devote herself full time to sharing and teaching the benefits of EEM with her clients. She has a full time energy medicine practice, and teaches EEM classes in a variety of settings in her community. She recently received her Doctorate of Theology in Pastoral and Integrative Healthcare.

Teacher Photo

Please use the photo from my prior class listing

Flyer Upload

Please enter your class dates below. The date range for the 2019/20 classes is April 1, 2019 through February 15, 2020. Dates outside of that range are not available for selection.

Start Date of Class 1

05/16/2019

End Date of Class 1

05/19/2019

Start Date of Class 2

08/01/2019

End Date of Class 2

08/04/2019

Start Date of Class 3

10/17/2019

End Date of Class 3

10/20/2019

Start Date of Class 4

01/09/2020

End Date of Class 4

01/12/2020

Class Times

Thursday: 12 pm to 6 pm

Friday: 9 am to 6 pm

Saturday: 9 am to 6 pm

Sunday: 9 am to 1:30 pm

Class Location

Address is 344 NE Marshall Ave., Bend, Oregon. The classroom is an airy, comfortable studio with private bathroom and limited kitchen facilities. It is close to nearby restaurants as well.

Accommodations

There are several hotels a short distance from the class location. Students can contact me for recommendations according to budget, etc.

Class Description

Are you offering CE's, using Innersource's approval, for your classes

Yes

Other CE Information

I offer CE's to Oregon Licensed Massage Therapists.

Other Information

None.

Comments for Innersource Staff

None.

Eden Energy Medicine Certification Program Foundations Year Teacher Agreement

Revised 3/22/18

THIS FOUNDATIONS YEAR TEACHER AGREEMENT is made and entered into by and between Innersource/Eden Energy Medicine Certification Program (otherwise referred to as "EEMCP") (the "School"), an Oregon corporation, and _____, an individual resident of (the "Teacher"). The School and the Teacher are at times herein referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, the School is, among other things, an experienced facilitator engaged in the education and certification of a wide array of energy medicine seminars and workshops;

WHEREAS, the Teacher is an Eden Energy Medicine Certified Practitioner ("EEM-CP"); and

WHEREAS, the School and the Teacher desire to enter into an agreement whereby the School authorizes the Teacher to coordinate and conduct EEMCP Foundations Year Programs pursuant to the terms and conditions set forth in this Agreement. For purposes of this Agreement, the term "EEMCP Foundations Year Program" shall have the meaning described in Section 1(C) of this Agreement. The Parties agree as follows:

SECTION 1 – PROGRAM

A. Term of Contract: The "Effective Date" of this Agreement shall commence when the teacher submits a Foundations Class Listing to Innersource, and will automatically terminate, notwithstanding selected provisions herein that shall continue after termination of the Agreement, on March 31, 2020 (the "Contract Term"). This Contract Term is otherwise referred to as the 2019-2020 academic school year.

B. Duties: The School agrees to assign Teacher as one of the School's EEMCP Foundations Year Teachers to coordinate and conduct EEMCP Foundations Year Programs. An "EEMCP Foundations Year Teacher" is limited to and defined as a EEM-CP that has been granted a non-exclusive right by the School to organize, coordinate, and otherwise conduct EEMCP Foundation Year Programs in accordance with the School's processes, standards, and materials as set forth in this Agreement and described in its EEMCP Foundations Year Handbook (and its updates or elaborations), which is integrated herein by reference. The Teacher agrees to perform the duties associated with such assigned position, which are primarily to teach, supervise, and support students, working in partnership with other EEMCP Foundations Year Teachers and administrative staff. This Agreement shall exclusively apply to the Teacher's role in the EEMCP Foundations Year Programs and shall not apply to any other contractual arrangements with the School.

C. EEMCP Foundations Year Programs: EEMCP Foundations Year Programs are:

a. Classes intended to follow EEMCP class format, which includes a model of four separate classes taught over four weekends, i.e. one class per weekend (otherwise individually referred to as a "Class"). Any other format must be pre-approved by the Regional Education Coordinator (REC) and will be decided on a case-by-case basis. Approval may be denied.

b. All EEMCP Foundations Year Classes must be taught sequentially.

c. Each Class must be no less than 26 hours in length, inclusive of actual teaching and small group assignments. Any time off for meals will not be included in the 26-hour minimum.

d. Class sizes shall be restricted as follows:

i. EEMCP Foundations Teachers who have not previously taught EEMCP Foundations Year Programs are limited to 10 students for their first year of teaching any EEMCP Foundations Year Program unless they have written permission from the School's Regional Education Coordinator (REC) to exceed this number in the Contract Year.

ii. EEMCP Foundations Teachers who have previously taught EEMCP Foundations Year Programs are subject to a cap of 24 students per Teacher per Contract Year. For illustrative purposes only, if two Teachers are co-teaching a EEMCP Foundations Year Program, the class may include up to 48 students in the Contract Year.

iii. EEMCP Teachers who wish to have EEMCP Foundations Year Programs that exceed the 24-student cap per Teacher per Contract Year may apply to the School's REC for a waiver. The application would be considered on a case-by-case basis.

iv. All EEMCP Foundations Year Programs must have a minimum of three (3) students to qualify as Foundations Year Programs.

e. Teacher must declare and notify the School of all EEMCP Foundation Year Programs the Teacher intends to conduct for the Contract Term by January 15 of the year classes are taught. For illustrative purposes only, if the Teacher intends to conduct an EEMCP Foundation Year Class on May 26, 2019, the School must be notified by January 15, 2019.

f. No other EEMCP Foundation Year Programs may be added for the current Contract Term after the date in Section 1(C)(e) without prior written approval from the School's Regional Education Coordinator.

D. EEMCP Foundations Programs TA Policies: The Teacher agrees that any Teaching Assistants ("TA") utilized in the EEMCP Foundations Year Programs will be subject to the following conditions:

a. TAs shall not teach or lead protocols from the stage.

b. TAs shall be restricted to conducting small groups only in the same room with the EEMCP Foundations Year Teacher.

c. TAs shall not supervise students after or outside Class.

d. TAs must have successfully completed Year 2 of the EEMCP, including the graduation session.

e. TAs must have completed and submitted to the School an online TA application and be on the School's approved TA list.

SECTION 2 – TUITION AND FEES

A. Allocation of Costs: In consideration for the grant provided to the Teacher by the School for the Contract Term, the Teacher agrees to pay the School all fees as set forth in Section 2(B). No additional fees shall be due from either Party to the other except as provided in the EEMCP Foundations Handbook. For purposes of clarification, the Teacher is responsible for all costs, including but not limited to, room rental, audio visual costs, table rental fees, and other incidental out-of-pocket costs associated with their classes. Notwithstanding the foregoing, the School agrees to provide sufficient copies of any handouts requested as set forth in the EEMCP Foundations Year Handbook at no additional cost to the Teacher, provided that such request is made to the School in a reasonable amount of time before the Class. If the Teacher requests any handouts on a rush basis (as determined by the School), then the School may pass along additional costs to the Teacher. The School agrees to promote the Teacher's EEMCP Foundations Year Programs on the School's website and provide additional marketing support as agreed between the Parties hereto.

B. EEMCP Foundations Year Program Fees

a. The following shall apply to all students other than Auditing Students (as defined below).

- i. All students will place a \$300 deposit directly with the Innersource Centralized Deposit through the website. This deposit shall be applied toward the tuition for Class 4.
- ii. The Teacher shall charge each student \$995 for Class 1 of the EEMCP Foundations Year.
- iii. The Teacher shall charge each student \$995 for Class 2 of the EEMCP Foundations Year.
- iv. The Teacher shall charge each student \$995 for Class 3 of the EEMCP Foundations Year.
- v. The Teacher shall charge each student \$695 for Class 4 of the EEMCP Foundations Year.
- vi. The Teacher shall pay the School \$300 per student for Class 1 of the EEMCP Foundations Year.
- vii. The Teacher shall pay the School \$300 per student for Class 2 of the EEMCP Foundations Year.
- viii. The Teacher shall pay the School \$300 per student for Class 3 of the EEMCP Foundations Year.
- ix. Because the student has paid the \$300 deposit fee for Class 4 up front to the Innersource Centralized Deposit as a non-refundable deposit, the Teacher shall pay the School \$0 per student for Class 4 of the EEMCP Foundations Year.
- x. The Teacher understands the fees per student for Classes 1-3 set forth in 2(a)(vi), 2(a)(vii), and 2(a)(viii) will be charged to the Teacher's credit card immediately upon receipt of each EEMCP Foundations Year class roster.

b. In addition to the tuition and fees payable for each student pursuant to 2(a), the following shall apply to all students who are designated as MIA on any EEMCP Foundations Year class roster (an "MIA Student").

- i. For each MIA Student, the Teacher shall charge an additional \$75.00 MIA fee per Class.
- ii. Teacher shall pay the School \$75.00 for each MIA Student for each class, including Class 4 of the EEMCP Foundations Year.
- iii. The School will promptly provide online access to the videos of the missed Class to the MIA Student.
- iv. The Teacher understands the fees per MIA Student set forth in 2(b)(ii) will be charged to the Teacher's credit card immediately upon receipt of each EEMCP Foundations Year Class roster.

c. The following shall apply to all students who have taken and successfully completed an EEMCP Foundations Year Class and choose to re-take such EEMCP Foundations Year Class (an "Auditing Student").

- i. The Teacher shall charge \$497.50 per Class for each Auditing Student.
- ii. No deposit is required of an Auditing Student who chooses to retake any of the classes already completed of the EEMCP Foundations Year Class.
- iii. Teacher shall pay the School \$75 for each Auditing Student for each Class, including Class 4 of the EEMCP Foundations Year.
- iv. The Teacher understands the fees per Auditing Student set forth in 2(c)(iii) will be charged to the Teacher's credit card immediately upon receipt of each EEMCP Foundations Year Class roster.

SECTION 3 – COVENANTS

The Teacher agrees to the following covenants and restrictions:

- A. I will provide my students with the printed copies of the Class handouts received from Innersource. I will provide the following documents to my students for each class: The Class Competency Test, Skills List, Session Tracker Form, Evaluation, and the Between Class Requirements Checklist, which are available on the Teachers' Site. All documents I provide are to be of print quality equivalent to that currently provided at the EEMCP. I will not give out electronic versions of the handouts or any of the School's documents, unless explicitly approved by the School. Electronic version of the Written and Demo Competency, Session Tracker Form, Between Class Requirements Checklist, and Skills List can be sent to students by email.
- B. I will have all EEMCP Foundations Year Program students sign a release form that releases the School from liability and I will keep these forms on file for five years.
- C. I will obtain and maintain insurance as required by the School and will provide proof of such insurance to the School.
- D. I will not solicit students from any event where Donna Eden and/or David Feinstein are the presenters without permission to do so by Donna Eden and/or David Feinstein and/or the School's Director of Education.
- E. I will not use any EEMCP rosters or Innersource-derived lists for my advertising, marketing, or non-Class related mailings.
- F. I am fully responsible for the successful completion of all tests and demos that are reflective of the competency of the students who enroll in the EEMCP as a result of completing my EEMCP Foundations Programs. This includes working with the students that may miss one of my EEMCP Foundations Year Program Classes.
- G. I will comply with all the procedures as described in the EEMCP Foundations Handbook.

SECTION 4 – MISCELLANEOUS

A. EEMCP Designations and Ongoing Training: The School has an expectation that the Teacher will maintain a commitment to continued training, which is required to maintain status as an EEM-CP and ongoing professional development as a Teacher and is outlined and further defined on the School's website (www.Innersource.net). The Teacher must main "Active" status as an EEM Practitioner and be listed in the Certified Practitioner Directory on the Innersource website. It is also understood and agreed that the Teacher has completed Year 2 of the EEMCP.

B. Compliance with Regulations

a. The Teacher agrees to support the mission of the School and to perform the duties in a professional and ethical manner and in compliance with any rules, regulations and requirements established by the School, as set forth in the EEMCP Foundations Year Handbook and The Ethics Handbook for Energy Healing Practitioners. A complete copy of the EEMCP Foundations Year Handbook is available on the Teachers site for you to read and is integrated into the contract herein by reference. The EEMCP Foundation Year Handbook may be revised by the School from time to time and the Teacher is expected to maintain compliance with all such revisions in the most current version of the EEMCP Foundation Year Handbook. The Teacher's acknowledgment and acceptance of this agreement on the Foundations Class Listing Form acknowledges receipt/possession of the most current copy of the EEMCP Foundations Year Handbook as found on the Foundations Teachers Site, and that he/she has read and agrees to the terms and conditions therein. The Teacher's acknowledgment and acceptance herein further acknowledges possession of the most current copy of the Ethics Handbook for Energy Healing Practitioners and that he/she has read and agrees to abide by the ethical principles described therein. The Teacher further acknowledges that the School's rules, regulations, ethics, and requirements may be amended and modified by the School at any time during the term of this Agreement.

b. Unless specifically noted otherwise by the School in writing, the Teacher acknowledges and agrees that any and all educational materials provided by the School to the Teacher, either before, during, or after the term of this Agreement, are the copyrighted and/or intellectual property of Innersource. Reprinting, copying, selling, disseminating, distribution, or any other use of these materials for purposes other than those duties covered within the active scope of this Agreement are strictly prohibited without the prior express written permission of an authorized agent of Innersource. This provision shall survive the termination of this Agreement.

C. Discrepancy with Foundations Year Handbook: In the event that there is a discrepancy or conflict between the terms or provisions contained in this Agreement and the current Foundations Year Handbook, the Agreement terms, definitions, and provisions shall govern.

D. Early Termination

a. The School may, at its exclusive option, terminate this Agreement, for any reason, in advance of the concluding date set forth above in Section 1(A) hereto (TERMS OF CONTRACT) effective immediately upon delivery of written notice of such termination to the Teacher. The Agreement shall automatically terminate, without prior notice, in the event of a material breach by the Teacher of the School's rules, regulations, and requirements, or the terms of this Agreement, or the instructions of the Teacher's superior(s) relating to the conduct of the Teacher's work and the performance of the Teacher's duties, or the Teacher's failure to abide by standards of conduct and behavior reasonably expected in schools of similar quality and reputation, or the Teacher's inability because of illness or incapacity to perform his/her duties, or upon the death of the Teacher.

b. The Teacher may not terminate the Agreement prior to the end of the Contract Term if they are actively teaching, supervising, and/or supporting students in an EEMCP Foundations Year Class for the Contract Term. If they are not actively teaching, supervising, and/or supporting students in an EEMCP Foundations Year Class for the Contract Term, the Teacher may terminate the Agreement prior to the end of the Contract Term by providing a 60-day written notice to the School's Director of Education.

E. Notice: Any notice required or permitted hereunder by the School or the Teacher shall be made in writing and either personally delivered to the other Party or mailed to his/her address on file with the School by certified or registered mail, return receipt requested, or by email with verification to email address on file with the School. In the event of mailing or e-mailing, the notice shall be effective on the date it is sent.

F. Nonrenewal: It is expressly understood and agreed by and between the Parties that neither the Teacher nor the School owes any subsequent contractual obligation or service(s) to the other after the termination date of this Agreement. The Teacher acknowledges and agrees that the School has no obligation, legal or otherwise, to offer a contract to the Teacher for any subsequent school year(s). The School agrees to provide notice to the Teacher of its intention with regard to contract renewal for the successive academic year to the Teacher by December 15 of the current academic year.

G. Amendment and Waiver: No amendment or modification of this Agreement shall be valid or binding upon the School unless made in writing and signed by a duly authorized agent of the School. Any failure by either Party to enforce strict performance of any provision of this Agreement will not constitute a waiver the right to subsequently enforce such a provision or any other provision of this Agreement.

H. Governing Law: This Agreement has been entered into in the State of Oregon and shall be governed exclusively by the laws of the State of Oregon, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

I. Waiver of Jury Trial: Any dispute arising out of or related to this Agreement shall be submitted to binding arbitration before a single arbitrator in Jackson County, Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award or relief granted by the arbitrator shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. Arbitration under this Agreement will be in lieu of all other remedies and procedures available to the Parties, provided that either Party may seek preliminary injunctive or other interlocutory relief prior to the commencement of or during the arbitration proceeding. If a Party refuses to participate in an arbitration proceeding as required by this

Agreement, the other Party may petition any court having jurisdiction for an order directing the refusing party to participate in the arbitration proceeding, and each Party (a) stipulates that the State and federal courts located in the County of Jackson, State of Oregon shall have in personam jurisdiction and venue over each of them in connection therewith; and (b) hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section. All costs and expenses incurred by the petitioning Party in enforcing the terms of this Section will be paid by the refusing Party.

J. Arbitration Expenses: In the event of any arbitration or proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to recover from the other Party all of the prevailing Party's costs and expenses incurred in connection with such arbitration or proceeding, including court costs and reasonable attorneys' fees.

K. Entire Agreement: This Agreement embodies the entire agreement and understanding among the Parties relative to the subject matter herein, and supersedes any prior agreements and understandings relating to such subject matter.

L. Changes, Additions, Stipulations, or Lining Out: Any changes, additions, stipulations or deletions including corrective lining out by either the School or the Teacher will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by both Parties.

M. Assignment: This Agreement shall be binding upon and shall inure to the benefit of the transferees, successors and assigns of the School. The assignment by Teacher of this Agreement or any interest herein or of any money due or to become due by reason hereof shall be void without the prior written consent of the School. This Agreement is acknowledged and accepted when your class listing is submitted, as part of the 2018 Foundations Class Listing Submission Form.

N. Administration: The Teacher takes full responsibility for the administrative portion of the Class(es), including reading and acknowledging this Agreement when submitting your 2018 Foundations Class Listing Submission Form, and understands that failure to administer any Class as required may result in their removal from the approved list of EEMCP Foundations Year Teachers.

O. Remedies: Failure to abide by this Agreement by the Teacher may result in their removal from the approved list of EEMCP Foundations Teachers and other penalties.

P. Understanding

a. The Teacher understands that the School reserves the right to cancel this program if the need arises, and that they will contact all EEMCP Foundations Year Teachers as far in advance as possible. The Teacher will hold harmless the School and its officers, directors, partners, members and employees from and against any and all demands, claims, losses and liabilities, in connection with the cancellation of the EEMCP Foundations Year Programs.

b. Fees may change at the end of the Contract Term.

c. The program may be changed as of the end of the current Contract Term.

Q. Counterparts; Effectiveness

a. This Agreement may be executed and delivered in two or more counterparts, including by facsimile or other electronic means of communication, as well as by agreement on the Foundations Class Listing Submission Form, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

b. This Agreement shall become effective when it shall have been executed by each of the Parties hereto and thereafter shall be binding upon the Parties hereto.

R. Independent Contractor Status: The Teacher shall be an independent contractor of the School and shall not be deemed an employee or agent or partner of the School and shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the School without the express written consent of the School. Likewise, the School shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the Teacher without the express written consent of the Teacher, as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this EEMCP Foundations Year Contract to be duly executed as of the Effective Date.

Innersource:

By:

Michelle S. Earnest, Director of Education

Teacher: When submitting your Foundations Listing Form, you acknowledged and accepted the terms of this Teacher Agreement.

Please agree to the Foundations Teacher Agreement

- I have read and agree to the above Foundations Year Teacher Agreement