



## BBB EDUCATOR AGREEMENT business articles

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**educator name**

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**date**

BabyBodyBirth (“BBB”) is a company that values customer service, professionalism, and appreciates its members. This Agreement was designed to achieve the following goals:

- To have a statement regarding BBB support for Educators
- To maintain a high standard of consistency, excellence and professionalism by the company directors and individual Educators which will carry over into BBB classes

### **Educator Benefits**

BabyBodyBirth will provide the curriculum and supporting materials for each class offering as well as business and marketing materials. Each Educator will be assigned a mentor who is available to offer guidance in setting up, marketing and teaching classes. BBB will maintain a current website and offer each Educator a webpage and e-mail address for communication with contacts. BBB representatives will attend conferences and use national e-mail campaigns to improve name recognition and awareness of BabyBodyBirth.

### **BBB Name and Materials**

Only BBB Educators who have completed the certification process and have Active Status may represent themselves to be BBB Educators and/or hold BBB classes unless the Educator has written permission signed by the BBB Company Director. While under agreement, Educators who no longer wish to hold BBB classes according to the set curriculum design should terminate this agreement with BBB in writing to the BBB Company Director (including return of all BBB materials) and no longer represent themselves as BBB Educators or hold classes under the name or logo of BBB. BBB may terminate the Educator Agreement and require return of all BBB materials should it be determined by BBB that an Educator is in violation of this Agreement.

Additional credentials may be used in conjunction with your BBB certification in advertising your personal achievements (e.g. CD, RN, IBCLC, DC). However, certifications from other childbirth/prenatal programs may not be included on materials for promoting BBB or its classes, including but not limited to BBB business cards, brochures, handouts and pages on the BBB website. A list of approved credentials is available upon request; certifications not currently on the list require approval by BBB prior to their inclusion.

All materials published and provided by BabyBodyBirth are copyrighted by BBB and/or individual contributing authors and may not be revised or altered in any way without the prior express written permission of the BBB Company Director. All materials in any media that use the name BabyBodyBirth or its logo in regards to the BBB organization or classes require approval by BBB prior to distribution or publication. BBB provides business, marketing and teaching materials necessary for all aspects of being a BBB Educator. Educator contributions are appreciated; suggestions for or drafts of additional materials as well as revisions to existing materials may be submitted to BBB. The BBB logo may not be used by individual Educators without prior written approval by the BBB Company Director.

## Intellectual Property/Sharing

BBB has developed unique and copyrighted concepts pertaining to many aspects of the Pregnancy Cycle™. As noted above, all BBB materials are copyrighted, either by BBB and/or the individual authors; this includes all training documents as well as seminar and class materials. BBB may have other forms of intellectual property, such as trade secrets and proprietary information, which include business and marketing plans, financial information, and methods and materials (“confidential information”). Educators may not use or distribute such confidential information to any third party other than as may be permitted by their Educator Agreement or authorized in writing by the BBB Company Director.

BBB copyrighted materials may not be shared, distributed, or disseminated in any manner in whole or in part to anyone who is not a certified BBB Educator or a paid participant in BBB classes. Unauthorized distribution of BBB materials is a violation of this Agreement and could result in forfeiture of fees, suspension and/or revocation of certification, or other adverse action. You may, however, reproduce BBB materials issued to you for your own personal use to assist you in learning the information or teaching your classes. All materials provided by BBB are on loan to you while you are a BBB Educator. If your affiliation with BBB ends, the original and any copies of materials provided by BBB must be returned to BBB within 30 days.

The development of unique and targeted BBB materials requires many stages of development to produce a result that is true to BBB philosophy and teaching style and is fully integrated into the curriculum. BBB encourages Educators to use their resources and talents to develop ideas for inclusion in class, business or marketing materials, and submit them at whatever stage of completeness to BBB for further development. BabyBodyBirth will not sell any Educator contributions to the general public for profit without providing compensation to the originator. An Educator may individually try out a concept in a class if the idea has passed through the major filters used by BBB: content and language appropriate for BBB clientele, adult-learning style presentation, and a professional look to materials consistent with overall BBB design. These prototypes or materials may be used by the individual Educator and refined prior to submission to BBB but may not be shared with other Educators without approval by the BBB Education Director.

Individual Educators marketing their BBB classes should follow the guidelines above regarding the development of new materials and sharing of BBB materials.

## BBB Educator Status

There are two main categories for BBB Educators, Active and Inactive Status.

**Active Status:** for Educators who have met all certification requirements (except original members who have until May 31, 2009 to complete their Foundation Requirements and attend a complete Training Seminar). Active Status dues and requirements as outlined in the annual Renewal Packet must be received to hold this designation.

Benefits of Active Status include:

- A dynamic web page on the BBB website (instant changes to schedule, bio, contact information, etc.)
- Inclusion in zip code search for “Find an Educator”
- Access to Updates, the Forum, and Certification sections of the BBB Member website; Curriculum and Business sections will also be available for fully certified Active members (those that have met the requirement of attending a complete Training Seminar in 2007 or 2008)
- Any newly published materials produced after the Training Seminar attended (e.g. BBB Anatomy Poster)

**Inactive Status:** for Educators who are not currently registering clients for classes due to personal circumstances. Inactive Status may be chosen at renewal time via the commitment form or anytime by sending an e-mail to the BBB Company Director. Inactive Status may be imposed on an Educator by BBB for reasons including non-receipt of dues or other payment due BBB, inability to contact an Educator after several attempts, non-resolved issue brought to BBB by a member, client, or contact, or other matters concerning professional courtesy or conduct. Inactive Status fee and requirements as outlined in the annual Renewal Packet must be received to hold this designation.

Benefits of Inactive Status include:

- A static web page so former clients and contacts can reach you (found via the Contact page of the BBB website)
- Access to Updates, Resources, the Forum, and Certification sections of the BBB Member website
- A dispensation of training fees upon returning to Active Status at a later date. Each request for change to Active Status will be reviewed on an individual basis and any foundation or training requirements necessary to bring the Educator current will be determined based on the length of time an Educator has been Inactive. Full certification and Active Status will be conferred once pro-rated dues (for the part of the dues year you are requesting Active Status) are received and all annual Renewal Requirements and any additional requirements as noted above are completed.

**Independent Contractor Status:** Every BBB Educator is an independent contractor, not an employee of BBB. When acting as a BBB Certified Educator, you are a self-employed independent businessperson who conducts business under an agreement with BBB. Neither this Agreement nor any other agreement between BBB and an individual Educator creates an employer/employee relationship, partnership, franchise agreement or joint venture between BBB and the Educator.

**NOTE: You will not be treated as an employee for federal or state tax purposes, or for any other reason.**

## **Personal Responsibility**

All communication pertaining to BBB must be professional and consistent with the BBB philosophy, mission and audience. A BBB Educator is fully responsible for all of his or her verbal and written statements made regarding BabyBodyBirth which are not expressly contained in official BabyBodyBirth materials.

BBB Educators may hold BBB classes wherever they find a professional, clean environment conducive to learning provided they are not required to alter any BBB class whether through inclusion, modification, or omission of content.

Guest speakers may be integrated as time allows during a BBB class or may be scheduled outside of class times as an adjunct to any BBB class. Educators are responsible for their guest's content and therefore should discuss their guest's presentation with them well in advance of their scheduled appearance. Guest speakers should be consistent with the timeframe and content of the class and with BBB philosophy and language, particularly avoiding judgmental and fear-based statements.

BBB certification is not recognized by any federal or state agency and does not imply any medical training. BBB Educators should refrain from giving medical advice while acting as a BBB Educator, even if they hold a separate license as a medical practitioner. To that end, BBB Educators may provide a list of providers of all types as a resource to clients and contacts; however, BBB Educators should not give individual referrals nor receive monetary or any other form of compensation from a provider for inclusion on their list.

## **Professional Courtesy**

Timely response to inquiries leads to a high level of customer satisfaction with clients. BBB Educators are expected to respond to inquiries and communications from their BBB web page and e-mail within three business days. Your BBB e-mail address should be used to return communications related to BBB business either from BBB directors, staff, other members, or clients/potential clients. Your dynamic webpage allows you to note short periods of time when you may be unable to meet this courtesy directly on your webpage (i.e. vacations, moving, etc.) You may ask that inquiries be directed to another local instructor or the 'info@babybodybirth.com' account for more immediate needs that can't wait for your return. The bottom of all Educator webpages will provide a contact in the event that individual inquiries do not receive a timely response.

Your BBB e-mail address is the primary means of contact for official BBB business. BBB staff may also contact you through any phone numbers you have listed in your 'My Account' section on the Member website. Please keep your information current so BBB and contacts may reach you in a timely manner.

Auditing a series of BBB classes is a Foundation Requirement for new candidates. Therefore it is expected that Educators allow BBB candidates to audit their classes free of charge. Educators may, however, limit the number of candidates per series based on space available. Candidates may view class materials during each session; however, they may not be given copies of any BBB materials for take-home use.

You may receive requests from other interested parties (doula, potential BBB educators, other care providers or educators, etc.) to audit your BBB classes. Since it is a professional courtesy and may provide a marketing benefit to the Educator, you may allow an interested party to observe classes but only paid registrants in a class are to be provided BBB class materials. Auditors attending the class free of charge or at a discounted rate at the Educator's discretion may not be given copies of BBB class materials. Please refer all requests for materials to the BBB Company Director who may provide individuals with samples of BBB materials based on their request.

## **Renewal Requirements and Annual Dues**

The renewal period is June 1<sup>st</sup> through May 31<sup>st</sup> and renewal fees are due May 31<sup>st</sup>. You will receive a notification of annual renewal requirements for the next renewal period on or about April 1<sup>st</sup> and the Renewal Packet on or about May 1<sup>st</sup>. Contribution forms and Dues Adjustment Request forms will be accepted through April 15<sup>th</sup> for consideration of that year's dues adjustments. The annual Renewal Packet is an extension of this Agreement and provides further detail regarding requirements and fee schedules for the current year. Renewal requirements going forward may include continuing education and a work contribution to BBB materials. Additional work contributions or service positions may be compensated with a reduction in annual dues by completing a Contribution Form.

For Educators renewing for the first time, initial dues will be prorated for the portion of the year remaining after the month you attended the Training Seminar. For example, if you were certified in April 2008, you will be billed May 1<sup>st</sup> (due May 31<sup>st</sup>) for one month ( $\frac{1}{12}$  the annual dues fee). Inactive Status fees will not be prorated.

## **Termination**

BBB Educators are required to conduct themselves with due regard to public convention and morals, and each Educator agrees to not commit any act that will tend to degrade her or him in society or bring her or him into public hatred, contempt, scorn or ridicule, or that will tend to shock, insult or offend the community, or be prejudicial to BBB. A conviction of a felony or of any crime involving moral turpitude shall be a basis for BBB to terminate this Agreement and the Educator agrees to immediately notify BBB in writing of any such conviction.

The BBB Company Director may suspend or terminate the status of an Educator for any breach of this Agreement. An Educator who does not agree with such determination may use the Conflict Resolution provision of this Agreement. An Educator may resign at any time by giving written notice to BBB.

## **Conflict Resolution**

The BBB Company Director will be responsible for resolving any conflicts pertaining to your relationship with BBB, including but not limited to violations of this Educator Agreement. You are entitled one appeal to the Advisory Board when received in writing within 14 days of any action taken by the BBB Company Director. Pending an appeal, you have the right to one meeting with the Advisory Board—either in person or via teleconference. If you wish to schedule a meeting, you must notify the Advisory Board of your request at the time of your appeal. The meeting will then be scheduled for a mutually convenient time. Following an appeal, the Advisory Board will take a vote, and the majority vote of the Advisory Board participants will constitute a final determination.

Amendments. This Agreement contains the entire agreement among the Educator and BBB with respect to the subject matter of this Agreement. No amendment to this agreement shall be effective unless made in a writing duly executed by all parties hereto and specifically referring to each provision of this Agreement being amended.

Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in the State of New Jersey, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New Jersey, without regard to principles of conflict of laws, and any proceeding pertaining to this Agreement shall be commenced and maintained in the State of New Jersey, provided, however, that the right to commence and maintain an action is subject to the obligation to arbitrate set forth hereof. It is understood that such obligation to arbitrate may effectively negate the right to commence and maintain a court action.

This Agreement is for the personal services of the Educator, and as such may not be assigned in whole or in part without the written consent of BBB.

## Conclusion

Thank you for taking the time to read this document in full. BBB and all BBB Educators will be held to the standards and policies contained herein. No changes shall be honored without the express written approval of the BBB Company Director.

## Acknowledgment of Terms and Conditions

I understand and agree to abide by the above terms and conditions as a BabyBodyBirth Educator. I understand that any violation of this Agreement may result in forfeiture of fees, suspension and/or revocation of BBB certification, and, in certain instances, legal action for money damages and/or other remedies authorized by federal, state, and local laws.

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

\_\_\_\_\_  
date

accepted:

**BabyBodyBirth, LLC, a New Jersey limited liability company**

\_\_\_\_\_  
by Dawn Weismer, Company Director

\_\_\_\_\_  
date