



SYNERGETIC EDUCATION INSTITUTE® PROGRAM RULES AND AGREEMENTS

THIS AGREEMENT ("Agreement") is made and is effective on this date by and between the **Synergetic Education Institute, Inc** located in **Louisville, CO, 80027**, and student.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the student agrees to abide by the following:

Part 1: General Acknowledgements and Agreements

I understand that it is my responsibility as the student to read the entirety of this Agreement before agreeing to abide by its contents. I understand that by choosing to participate in this program/course I am agreeing to all applicable rules and guidelines outlined.

I understand that the information shared in the program is for educational and information purposes only and does not constitute legal advice.

I understand that all of the content in this program is trademarked and copyrighted. I agree to not copy, record, or alter the content of this program without permission from Judith Norman and the Synergetic Education Institute.

I understand that access to program/course content and materials will be available for a limited time as stated within the course homepage and other promotional/marketing materials.

I understand the cost and fees associated with the program I am enrolling in at the Synergetic Education Institute, including the refund policy made available to me at time of purchase.

I understand that the Synergetic Education Institute does not discriminate on the basis of age, race, color, national origin, sex, gender identity, sexual orientation, disability, veteran status, religion, or marital status in its educational programs, activities, or employment practices.

I understand that the Synergetic Education Institute acts in compliance with the Americans with Disabilities Act (ADA), along with other local, state and federal requirements regarding disabled students.

I understand that I will have the opportunity to engage in consultation during this program. "This consultation does not take the place, nor supersede, any supervision or direction I may be receiving for my work with students, staff or clients. I understand that it is my responsibility to be carrying any malpractice insurance that may be required for my role and to follow rules for any governing board or body that I am under.

Part 2: Organizational, Program, and Legal Agreements

Program Costs and Fees

I understand the cost and fees related to the program I am enrolling in at the Synergetic Education Institute. For additional programs and courses, please visit the Synergetic Education Institute's [website](#).

The Synergetic Education Institute takes every opportunity to work with students to ensure that they can enroll in programs/courses that will meet their needs. Students can pay in full or enroll in a predetermined payment plan that is offered by the Synergetic Education Institute, if applicable. The Synergetic Education Institute makes every effort to maintain reasonable fees for its courses and programs and they are subject to change at the discretion of the Synergetic Education Institute. Please note: a 10% convenience fee incurred on all payment plans. Students should contact the Institute if they have questions related to these fees.

Refunds and Cancellations

I acknowledge that I understand the Synergetic Education Institute's **refund policy**, which states: *Cancellations received one month from the start date of a program/course will receive a full refund. Cancellations received less than one month from the start of the program will receive a full refund minus a \$100.00 administrative fee. Cancellation once the program begins will forfeit the entire payment. However, payment can be applied towards a future offering of the program (within two years). If an emergency arises, please contact the Institute by emailing info@synergeticeducation.com.*

Non-Discrimination Policy

I understand that the Synergetic Education Institute does not discriminate on the basis of age, race, color, national origin, sex, gender identity, sexual orientation, disability, veteran status, religion, or marital status in its educational programs, activities, or employment practices. The Institute complies with Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964 and regulations, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.

Confidentiality of Participant Information

I understand that the Synergetic Education Institute maintains its internet site as an information resource and service for a variety of users to include, but not limited to, potential and current students, faculty, and staff. The Synergetic Education Institute is committed to protecting the privacy and confidentiality of all its users. When learners register or use the Synergetic Education Institute's internet site for activities certain personally identifiable information such as names,

e-mail addresses, mailing addresses, and payment information is collected. The Synergetic Education Institute has measures to protect personal data from unauthorized access, improper use, alteration, unlawful or accidental destruction, and accidental loss. The Synergetic Education Institute requires that all users who have access to or are associated with the processing of personal data respect confidentiality. Personally identifiable information that is shared with the Institute is stored on the organization's servers. Information is backed up routinely, in order to aid in the recovery of information in the event of accidental damage of information or due to a natural disaster. The backup media is stored and back-up to a cloud storage.

Program Complaints

I understand that the Synergetic Education Institute encourages relationships. In that vein, if any student or potential student would like to express a concern about the Synergetic Education Institute or a continuing education program provided by the Synergetic Education Institute, the individual may email info@synergeticeducation.com. The Synergetic Education Institute asks that the student provide details about the concern and someone from the Institute will be in touch within 48 hours. Although the Synergetic Education Institute does not guarantee a particular outcome, the Synergetic Education Institute will consider the complaint, make any necessary decisions, and respond within 7 days from receipt of the complaint.

Grievance Policy

The Synergetic Education Institute® (SEI) is centered on community. The SEI strives to provide a supportive environment for its students, teachers, staff, and contractors to regulate, integrate, and celebrate together. The SEI embraces connection and relationship, encouraging people to show up as themselves – genuine and curious, courageous and vulnerable, and ready to make a difference in the life of their clients.

In the event that a student, teacher, staff or contractor encounters a challenge during their time at the SEI, such as challenges with registration, course content, educational materials, consultations, policies or other it is expected that the individual discuss the challenge with the appropriate individual(s) to attempt to come to a successful resolution.

The following grievance policy outlines SEI's protocol for handling a concern.

The SEI believes that problems can be resolved through open discussion and cooperation among all involved. Fundamental to the process is the understanding that all parties have made a good-faith effort to resolve the challenge before submitting a formal grievance.

The following are steps recommended to resolve grievances at the SEI:

Step 1: The individual is expected to attempt to resolve the challenge informally by contacting the individual(s) that are involved, prior to submitting a grievance. If the individual needs

additional information in order to contact the individual(s) involved, they can reach out to the SEI at info@synergeticeducation.com.

Step 2: If Step 1 does not resolve the challenge, the individual is encouraged to communicate informally with the Program Director who can be reached at info@synergeticeducation.com. If the individual involved with the challenge is the Program Director, the Operations Director would then be contacted at the same email.

Step 3: If Step 2 does not resolve the challenge, the individual should submit a written letter to the Operations Director, explaining the situation, with all pertinent details of the challenges; including any supporting documentation to provide evidence. This letter must be submitted within one month of the time the grievance occurred. Letters can be sent to info@synergeticeducation.com.

Step 4: After reviewing the grievance, the Operations Director shall attempt to resolve the challenge directly to the mutual satisfaction of all involved. This may include setting up a meeting with all individuals in the grievance to discuss the challenge and reasons for it not being resolved. Once the grievance has been reviewed and all pertinent information collected, the Operations Director shall render a decision in writing no later than 15 days after the grievance was submitted. *Please note that the submitted grievance may be shared confidentially (redacting names) with the individuals that are involved to investigate the grievance.

Step 5: If an individual wishes to appeal the Operation Director's decision, the individual should submit a written appeal letter to the Operations Director, explaining the reasons for the appeal, with all pertinent details and any supporting documentation to provide evidence. This letter must be submitted within two weeks of the time the final decision was made. Letters can be sent to info@synergeticeducation.com.

Step 6: After reviewing the appeal, the Operations Director will convene a review committee to consider the reasons objectively. Once the appeal and all pertinent information have been reviewed again, the committee shall render a final decision to the Operations Director and the Operations Director shall notify the individual in writing no later than 15 days after the appeal was submitted.

I understand that it is expected that individuals that encounter any challenges while they are enrolled in a program at the Synergetic Education Institute will discuss them with the appropriate individual(s) to attempt to come to a successful resolution. Students will be expected to follow the Synergetic Education Institute's Grievance Policy should efforts of resolving the challenge with the individual(s) go unsuccessful.

Confidentiality Breaches

I understand that any Confidential Information, whether oral, written, or electronic, be maintained in a manner that ensures its confidentiality. A breach is a violation of this policy and/or state or federal regulatory requirements resulting in the unauthorized or inappropriate use, disclosure or access of Confidential Information. Should a breach of confidentiality be identified, the Synergetic Education Institute's Operations Director will investigate the breach. Should a breach of "Personal Information" be identified, the Operations Director will coordinate the communication of the breach to the impacted individuals via email. This notification will be sent no later than 60 days following the discovery of a breach and will include, to the extent possible, a brief description of the breach, a description of the types of information that were involved in the breach, the steps affected individuals should take to protect themselves from potential harm, a brief description of what is being done to mitigate the harm, and prevent further breaches, as well as contact information for questions, as applicable

Attendance

I understand that the Synergetic Education Institute monitors and tracks attendance to ensure that students attend the program for the appropriate number of hours, as indicated on the certificates they receive upon completion of the program/course.

I understand I, as the student, will be required to complete the following in order to receive a program/course certificate indicating the completion of the program/course and/or earned continuing education credits: (1) pay the associated fee for access to the program/course, (2) complete and agree to the program/course agreement(s), (3) attend all live webinars or watch recordings and/or watch all associated videos within the program/course, (4) complete all required assignments, if applicable, (5) complete the program/course evaluation(s), and (6) complete all quizzes with a score of 80% or higher.

Updating Program Materials

I acknowledge that the Synergetic Education Institute takes pride in ensuring that its programs are relevant and up-to-date and that the Synergetic Education Institute does an annual review of the programs being offered to ensure that the course materials are current and relevant to the programs being offered. This includes the review of course/program evaluations provided by participants.

Record Keeping and Retention

I understand that any materials submitted become the property of the Synergetic Education Institute. During a student's enrollment, the Synergetic Education Institute maintains electronic records that include attendance information, and other relevant data. These records are maintained for a period of 5 years after the end of the program that the student has completed. Except as required by law, no information regarding student information, program attendance,

or any other aspect of students' information will be released to any third party without written student consent.

Disclosure or Use of Client Information

I understand that the Synergetic Education Institute may use or request participants to use student or client information for educational purposes only. If applicable, proper informed consent must be obtained if required to do so given your role, relationship with student or client, or deemed necessary given the information being shared. It is the responsibility of the student to ensure that this is collected and maintained. Any identifying student or client information obtained will not be disclosed by a presenter or participant.

ADA Accommodations

I understand that the Synergetic Education Institute acts in compliance with the Americans with Disabilities Act (ADA), along with other local, state and federal requirements regarding disabled students. In order to request accommodations, students must contact the Synergetic Education Institute, and provide information in writing that they have a qualified disability. No accommodations may be made before the Synergetic Education Institute has been notified of a disability through the submission of proper documentation. Documentation must be provided at least 30 days in advance of any accommodation requests. The responsibility for ensuring that this documentation is submitted on time is solely the students. Please note that review of requests for accommodations can take up to 14 days after submission. If a student is in need of accommodations that are outside the scope of a disability, please email the request and the Synergetic Education Institute will review and consider the request.

Content Permissions and Copyright

I understand that all of the content in this program is trademarked and copyrighted. I agree to not copy, or record the content of this program to be shared with others, without permission from Judith Norman and the Synergetic Education Institute.

I understand that the information in this program, including content and learning tools (videos, PowerPoints, handouts, etc) are for learning purposes only and I understand that I am not permitted to record, copy in any way, distribute, transmit, display, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information and/or computer link contained on, or obtained from or through the Synergetic Education Institute unless granted permission from Judith Norman and the Synergetic Education Institute

Trademarks and Teaching Permissions

I understand that the ability to teach or train others in a Synergetic Approach to Education requires authorization from Judith Norman and the Synergetic Education Institute and that the

designation “Synergetic Education Teacher or Trainer” is only available to those that have completed the necessary requirements.

I acknowledge that the Synergetic Education Institute and Judith Norman personally own a variety of Intellectual Property, including various trademarks, copyrighted materials, including training, marketing and business materials. When using any of the Intellectual Property I agree to keep the copyright and trademarks intact giving credit to the Synergetic Education Institute and/or Judith Norman.

I agree to use the Synergetic Education Institute’s Trademarks in accordance with the Synergetic Education Institute’s policies and any use of materials using the Synergetic Education Institute’s Trademarks.

I understand that any use of the Synergetic Education Institute or Synergetic Education on advertising, marketing and/or sales materials (including websites, social media advertising on such sites as Instagram or Facebook) must be pre-approved. I acknowledge that I must receive written permission from the Synergetic Education Institute prior to using the term or providing any description of it. To avoid confusion, I agree to cut-and-paste the description from the Synergetic Education Institute website.

Advertising/Marketing

I understand that as a student of a Synergetic Education® Institute program or course, I can say that "I have completed training in a Synergetic Approach to Education" in my marketing and/or sales materials. I further understand that I cannot say that I am a, “Certified Synergetic Educator™”, or a, “Trained Synergetic Educator,” as these titles are only for those that have completed advanced programming and have actually become certified. Those who become certified are then the only parties who will be eligible to be listed on the Synergetic Education Institute’s website.

Governing Law/Dispute Resolution

I understand that this Agreement nor any right, interest or obligation hereunder may be assigned by any Party hereto without the prior written consent of the other Party which consent shall not be unreasonably withheld.

I understand that if any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

I understand that this Agreement may be amended, modified or supplemented only by a writing signed by both Parties.

I understand that any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.

I understand that this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and binds and inures to the benefit of the Parties, their successors and permitted assigns. This Agreement, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, including without limitation any memorandum of understanding or correspondence relating to the subject matter hereof.

I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law provisions thereof. I understand that each Party hereby waives any right it may have to assert the doctrine of forum non convenient or similar doctrine and stipulates that the courts located in Colorado shall have in personam jurisdiction over each of them for the purpose of litigating any such dispute, controversy, or proceeding. IN ALL CASES, TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. Each party also agrees to waive federal diversity jurisdiction to the extent allowed by law but, if there is ever an action in federal court relating to this Agreement, it shall occur in US District Court in Denver. Each party additionally agrees that the court shall award the prevailing party its attorney's fees, expenses and court costs.

I understand that it is expected that any disputes with the Institute are to follow the Synergetic Education Institute's grievance process; however, if the parties are unable to resolve the grievance, the student agrees to participate in non-binding mediation with each party paying half the cost of the mediation. Mediators shall be appointed by the Synergetic Education Institute's attorney. Each of the parties agrees to participate in mediation prior to filing any lawsuit with the exception that the Synergetic Education Institute may file a lawsuit to collect monies owed to it and/or to restrain behaviors that violate this agreement, such as copyright or trademark infringement.

I agree to defend, indemnify and hold the Synergetic Education Institute harmless from and against any and all expenses, losses, liabilities, damages, claims and demands, including counsel fees directly for, by reason of or arising out of, my taking this program, or any activities relating thereto resulting in personal injury or property damage suffered by or alleged to be suffered by any person or persons. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise.

IN WITNESS WHEREOF, the Synergetic Education Institute and Student have executed this Agreement as of the date set forth above.