

napua

## **CODE OF CONDUCT**

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## Purpose Statement

We are committed to holding high ethical standards for our teachers. We believe it is the responsibility of a teacher to ensure a safe environment in which students can grow physically, mentally, and spiritually. Napua's Code of Conduct was developed to protect students in this potentially vulnerable relationship with their teachers and to uphold the highest professional standards.

## General Principles

This section consists of General Principles. General Principles, as opposed to Ethical Standards, are aspirational in nature. Their intent is to guide and inspire teachers toward the highest ethical ideals of the profession. General Principles, in contrast to Ethical Standards, do not represent obligations and should not form the basis for imposing sanctions. Relying upon General Principles for either of these reasons distorts both their meaning and purpose.

### Principle A: Beneficence and Nonmaleficence

Teachers strive to benefit those with whom they work and take care to do no harm. In their professional actions, teachers seek to safeguard the welfare and rights of those with whom they interact professionally and other affected persons. When conflicts occur among teachers' obligations or concerns, they attempt to resolve these conflicts in a responsible fashion that avoids or minimizes harm. Because teachers' professional judgments and actions may affect the lives of others, they are alert to and guard against personal, financial, social, organizational, or political factors that might lead to misuse of their influence. Teachers strive to be aware of the possible effect of their own physical and mental health on their ability to help those with whom they work.

### Principle B: Fidelity and Responsibility

Teachers establish relationships of trust with those with whom they work. They are aware of their professional responsibilities to society and to the specific communities in which they work. Teachers uphold professional standards of conduct, clarify their professional roles and obligations, accept appropriate responsibility for their behavior, and seek to manage conflicts of interest that could lead to exploitation or harm. Teachers consult with, refer to, or cooperate with other professionals and institutions to the extent needed to serve the best interests of those with whom they work. They are concerned about the ethical compliance of their colleagues' professional conduct. Teachers strive to contribute a portion of their professional time for little or no personal compensation or personal advantage.

### Principle C: Integrity

Teachers seek to promote accuracy, honesty, and truthfulness in the teaching of *yoga*. In these activities teachers do not steal, cheat or engage in fraud, subterfuge, or intentional misrepresentation of fact. Teachers strive to keep their promises and to avoid unwise or unclear commitments. In situations in which deception may be ethically justifiable to maximize benefits and minimize harm, teachers have a serious

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obligation to consider the need for, the possible consequences of, and their responsibility to correct any resulting mistrust or other harmful effects that arise from the use of such techniques.

## Principle D: Justice

Teachers recognize that fairness and justice entitle all persons to access to and benefit from the contributions of *yoga* and to equal quality in the services being offered by teachers. Teachers exercise reasonable judgment and take precautions to ensure that their potential biases, the boundaries of their competence, and the limitations of their expertise do not lead to or condone unjust practices.

## Principle E: Respect for People's Rights and Dignity

Teachers respect the dignity and worth of all people, and the rights of individuals to privacy, confidentiality, and self-determination. Teachers are aware that special safeguards may be necessary to protect the rights and welfare of persons or communities whose vulnerabilities impair autonomous decision making. Teachers are aware of and respect cultural, individual, and role differences, including those based on age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language, and socioeconomic status, and consider these factors when working with members of such groups. Teachers try to eliminate the effect on their work of biases based on those factors, and they do not knowingly participate in or condone activities of others based upon such prejudices.

## Principle F: Integrity

Teachers recognize that the process of learning is never complete, and they shall avoid portraying themselves as “enlightened” or “spiritually advanced.” Teachers recognize that they are walking on the spiritual path along with their fellow teachers and students. Teachers shall cultivate an attitude of humanity in their teaching and dedicate their work to something greater than themselves.

or

Teachers shall commit to the highest standards of professional and personal conduct. Teachers shall ensure that their behavior does not give even the appearance of professional impropriety. Any actions which may benefit the teacher to the detriment of the *yoga* community, or an individual student must be avoided to not erode the public trust in the integrity of *yoga*. Teachers shall dedicate themselves to studying, teaching, and promoting the art, science and philosophy of *yoga* and to maintaining high standards of professional competence and integrity.

## Privacy and Confidentiality

### Maintaining Confidentiality

Teachers have a primary obligation and take reasonable precautions to protect confidential information obtained through or stored in any medium, recognizing that the extent and limits of confidentiality may be regulated by law or established by institutional rules or professional relationship. (See also Standard **Delegation of Work to Others.**)

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## Discussing the Limits of Confidentiality

- a. Teachers discuss with persons (including, to the extent feasible, persons who are legally incapable of giving informed consent and their legal representatives) and organizations with whom they establish a scientific or professional relationship
  - i. the relevant limits of confidentiality and
  - ii. the foreseeable uses of the information generated through their educational activities. (See also Standard **Informed Consent** .)
- b. Unless it is not feasible or is contraindicated, the discussion of confidentiality occurs at the outset of the relationship and thereafter as new circumstances may warrant.
- c. Teachers who offer services, products, or information via electronic transmission inform clients/students of the risks to privacy and limits of confidentiality.

## Recording

Before recording the voices or images of individuals to whom they provide services, teachers obtain permission from all such persons or their legal representatives.

## Minimizing Intrusions on Privacy

- a. Teachers include in written and oral reports and consultations, only information germane to the purpose for which the communication is made.
- b. Teachers discuss confidential information obtained in their work only for appropriate scientific or professional purposes and only with persons clearly concerned with such matters.

## Disclosures

- a. Teachers may disclose confidential information with the appropriate consent of the organizational client, the individual client/student, or another legally authorized person on behalf of the client/student unless prohibited by law.
- b. Teachers disclose confidential information without the consent of the individual only as mandated by law, or where permitted by law for a valid purpose such as to
  - i. provide needed professional services;
  - ii. obtain appropriate professional consultations;
  - iii. protect the client/student, teacher, or others from harm; or
  - iv. obtain payment for services from a client/student, in which instance disclosure is limited to the minimum that is necessary to achieve the purpose. (See also Standard **Fees and Financial Arrangements** .)

## Consultations

When consulting with colleagues,

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1. teachers do not disclose confidential information that reasonably could lead to the identification of a client/student or other person or organization with whom they have a confidential relationship unless they have obtained the prior consent of the person or organization or the disclosure cannot be avoided, and
2. they disclose information only to the extent necessary to achieve the purposes of the consultation. (See also Standard: **Maintaining Confidentiality**.)

## Use of Confidential Information for Didactic or Other Purposes

Teachers do not disclose in their writings, lectures, or other public media, confidential, personally identifiable information concerning their clients, students, organizational clients, or other recipients of their services that they obtained during the course of their work, unless

1. they take reasonable steps to disguise the person or organization,
2. the person or organization has consented in writing, or
3. there is legal authorization for doing so.

## Competence and Scope of Practice

Professional development is essential to the maintenance of professional competence as a teacher. Principles and standards from Napua's Code of Conduct are reviewed and illustrated with vignettes. In striving to maintain competence, teachers are strongly encouraged to focus on proactive self-care and professional development in addition to complying with the formal continuing education mandates created by Yoga Alliance (if choosing to register and maintain credentialing status under their organization).

### Boundaries of Competence

- a. Teachers provide educational or consulting services and teach with populations and in areas only within the boundaries of their competence, based on their education, training, supervised experience, consultation, study, or professional experience.
  - i. For example, unless otherwise indicated by your professional competency outside of teaching, i.e. licensed Mental Health Care Worker, or licensed Medical Doctor, and unless explicitly solicited within the boundaries of your professional competence otherwise, and not simply under the guise of "Teacher",
    1. *Teachers shall not diagnose their student's physical or psychological condition.*
    2. *Teachers shall not give medical advice.*
    3. *Teachers shall not prescribe a treatment or suggest rejecting a physician's advice.*
  - ii. Teachers shall not engage in unauthorized practice of medicine. Teachers shall refer their students to medical doctors or complimentary licensed professionals when appropriate.
- b. Where professional knowledge in the discipline of teaching establishes that an understanding of factors associated with age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language, or socioeconomic status is essential for effective implementation of their services, teachers have or obtain the training, experience, consultation, or supervision necessary to ensure the competence of their services, or they make appropriate referrals.

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- c. Teachers planning to provide services, teach, or conduct research involving populations, areas, techniques, or technologies new to them undertake relevant education, training, supervised experience, consultation, or study.
- d. In those emerging areas in which generally recognized standards for preparatory training do not yet exist, teachers nevertheless take reasonable steps to ensure the competence of their work and to protect clients/students, supervisees, organizational clients, and others from harm.

## Maintaining Competence

Teachers undertake ongoing efforts to develop and maintain their competence. See **Professional Growth/Continuing Education**.

## Delegation of Work to Others

Teachers who delegate work to employees, supervisees, or teaching assistants or who use the services of others, such as interpreters, take reasonable steps to

1. avoid delegating such work to persons who have a multiple relationship with those being served that would likely lead to exploitation or loss of objectivity;
2. authorize only those responsibilities that such persons can be expected to perform competently on the basis of their education, training, or experience, either independently or with the level of supervision being provided; and
3. see that such persons perform these services competently. (See also Standards: **Multiple Relationships** and **Maintaining Confidentiality**)

## Personal Problems and Conflicts

- a. Teachers refrain from initiating an activity when they know or should know that there is a substantial likelihood that their personal problems will prevent them from performing their work-related activities in a competent manner.
- b. When teachers become aware of personal problems that may interfere with their performing work-related duties adequately, they take appropriate measures, such as obtaining professional consultation or assistance, and determine whether they should limit, suspend, or terminate their work-related duties.

## Professional Growth / Continuing Education

Teachers shall dedicate themselves to the continuing study and practice of *yoga*, including *prāṇāyāma*, *āsana*, meditation and *vedic* study. Twice daily practice of meditation is expected of teachers, as well as at least twice monthly practice of *āsanas*, as taught in training.

See also **Competence and Scope of Practice**

## Human Relations

### Unfair Discrimination

In their work-related activities, teachers do not engage in unfair discrimination based on age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, socioeconomic status, or any basis proscribed by law.

### Sexual Harassment

Teachers do not engage in sexual harassment. Sexual harassment is sexual solicitation, physical advances, or verbal or nonverbal conduct that is sexual in nature, that occurs in connection with the teacher's activities or roles as a teacher, and that either

1. is unwelcome, is offensive, or creates a hostile workplace or educational environment, and the teacher knows or is told this or
2. is sufficiently severe or intense to be abusive to a reasonable person in the context. Sexual harassment can consist of a single intense or severe act or of multiple persistent or pervasive acts. (See also Standard **Unfair Discrimination Against Complainants and Respondents.**)

### Other Harassment

Teachers do not knowingly engage in behavior that is harassing or demeaning to persons with whom they interact in their work based on factors such as those persons' age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language, or socioeconomic status.

### Avoiding Harm

- a. Teachers take reasonable steps to avoid harming their clients, students, supervisees, and others with whom they work, and to minimize harm where it is foreseeable and unavoidable.
- b. Teachers do not participate in, facilitate, assist, or otherwise engage in torture, defined as any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person, or in any other cruel, inhuman, or degrading behavior that violates (a).

### Multiple Relationships

- a. A multiple relationship occurs when a teacher is in a professional role with a person and
  - i. at the same time is in another role with the same person,
  - ii. at the same time is in a relationship with a person closely associated with or related to the person with whom the teacher has the professional relationship, or
  - iii. promises to enter into another relationship in the future with the person or a person closely associated with or related to the person.

A teacher refrains from entering into a multiple relationship if the multiple relationship could reasonably be expected to impair the teacher's objectivity, competence, or effectiveness in performing his or her functions as a teacher, or otherwise risks exploitation or harm to the person with whom the professional relationship exists.

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Multiple relationships that would not reasonably be expected to cause impairment or risk exploitation or harm are not unethical.

- b. If a teacher finds that, due to unforeseen factors, a potentially harmful multiple relationship has arisen, the teacher takes reasonable steps to resolve it with due regard for the best interests of the affected person and maximal compliance with the Ethics Code.
- c. When teachers are required by law, institutional policy, or extraordinary circumstances to serve in more than one role in judicial or administrative proceedings, at the outset they clarify role expectations and the extent of confidentiality and thereafter as changes occur. (See also Standards: **Avoiding Harm** and **Third-Party Requests for Services**.)

## Conflict of Interest

Teachers refrain from taking on a professional role when personal, professional, legal, financial, or other interests or relationships could reasonably be expected to

1. impair their objectivity, competence, or effectiveness in performing their functions as teachers or
2. expose the person or organization with whom the professional relationship exists to harm or exploitation.

## Third-Party Requests for Services

When teachers agree to provide services to a person or entity at the request of a third party, teachers attempt to clarify at the outset of the service the nature of the relationship with all individuals or organizations involved. This clarification includes the role of the teacher (e.g., teacher, consultant), an identification of who is the client, the probable uses of the services provided or the information obtained, and the fact that there may be limits to confidentiality. (See also Standards: **Multiple relationships**, and **Discussing the Limits of Confidentiality**.)

## Exploitative Relationships

Teachers do not exploit persons over whom they have supervisory, evaluative or other authority such as with students, supervisees and employees. (See also Standards: **Multiple Relationships; Fees and Financial Arrangements; Barter with Clients/Students; Sexual Relationships with Students and Supervisees; Sexual Intimacies with Current Students; Sexual Intimacies with Relatives or Significant Others of Current Students; Teaching Former Sexual Partners; and Sexual Intimacies with Former Students**.)

## Cooperation with Other Professionals

When indicated and professionally appropriate, teachers cooperate with other professionals in order to serve their clients/students effectively and appropriately. (See also Standard: **Disclosures**.)

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## Informed Consent

- a. When teachers provide assessment or consulting services in person or via electronic transmission or other forms of communication, they obtain the informed consent of the individual or individuals using language that is reasonably understandable to that person or persons except when conducting such activities without consent is mandated by law or governmental regulation or as otherwise provided in this Code of Conduct.
- b. For persons who are legally incapable of giving informed consent, teachers nevertheless
  - i. provide an appropriate explanation,
  - ii. seek the individual's assent (express approval or consent after thoughtful consideration),
  - iii. consider such persons' preferences and best interests, and
  - iv. obtain appropriate permission from a legally authorized person, if such substitute consent is permitted or required by law. When consent by a legally authorized person is not permitted or required by law, teachers take reasonable steps to protect the individual's rights and welfare.
- c. When educational services are court ordered or otherwise mandated, teachers inform the individual of the nature of the anticipated services, including whether the services are court ordered or mandated and any limits of confidentiality, before proceeding.
- d. Teachers appropriately document written or oral consent, permission, and assent.

## Educational Services Delivered to or Through Organizations

- a. Teachers delivering services to or through organizations provide information beforehand to clients and when appropriate those directly affected by the services about
  - i. the nature and objectives of the services,
  - ii. the intended recipients,
  - iii. which of the individuals are clients,
  - iv. the relationship the teacher will have with each person and the organization,
  - v. the probable uses of services provided and information obtained,
  - vi. who will have access to the information, and
  - vii. limits of confidentiality. As soon as feasible, they provide information about the results and conclusions of such services to appropriate persons.
- b. If teachers will be precluded by law or by organizational roles from providing such information to particular individuals or groups, they so inform those individuals or groups at the outset of the service.

## Interruption of Educational Services

Unless otherwise covered by contract, teachers make reasonable efforts to plan for facilitating services in the event that educational services are interrupted by factors such as the teacher's illness, death, unavailability, relocation, or retirement or by the client's/student's relocation or financial limitations.

## Teacher-Students Relationships

Teachers shall treat their students with respect. Teachers shall never force their own opinions on students but rather recognize that every student is entitled to his or her worldview, ideas, and beliefs. However, teachers must

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communicate to their students that the authentic practice of yoga involves a transformation of the human personality, including attitudes and ideas. If a student is not open to change or if a student's opinions seriously impede the process of receiving yoga, then a teacher may end the teaching relationship. Teachers shall not exploit the trust of students and their potential dependency but rather, encourage students to find greater inner freedom.

## Sexual Intimacies with Current Clients/Students

Teachers do not engage in sexual intimacies with current students.

## Sexual Relationships with Students and Supervisees

Teachers do not engage in sexual relationships with students or supervisees who are in their department, agency, or training center or over whom teachers have or are likely to have evaluative authority and/or a power differential. (See also Standard **Multiple Relationships** .)

## Sexual Intimacies with Relatives or Significant Others of Current Students

Teachers do not engage in sexual intimacies with individuals they know to be close relatives, guardians, or significant others of current clients/students.

## Teaching Former Sexual Partners

Teachers do not accept as students persons with whom they have engaged in sexual intimacies.

## Sexual Intimacies with Former Students

- a. Teachers do not engage in sexual intimacies with former students for at least two years after cessation or termination of services.
- b. Teachers do not engage in sexual intimacies with former students even after a two-year interval except in the most unusual circumstances. Teachers who engage in such activity after the two years following cessation or termination of services and of having no sexual contact with the former student bear the burden of demonstrating that there has been no exploitation, in light of all relevant factors, including
  - i. the amount of time that has passed since services terminated;
  - ii. the nature, duration, and intensity of the teacher-student relationship;
  - iii. the circumstances of termination;
  - iv. the student's personal history;
  - v. the student's current mental status ;
  - vi. the likelihood of adverse impact on the student; and
  - vii. any statements or actions made by the teacher during the course of services suggesting or inviting the possibility of a post-termination sexual or romantic relationship with the student (See also Standard **Multiple Relationships**.)

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## Interruption of Educational Services

When entering into employment or contractual relationships, teachers make reasonable efforts to provide for orderly and appropriate resolution of responsibility for client/student services in the event that the employment or contractual relationship ends, with paramount consideration given to the welfare of the student. (See also Standard **Interruption of Educational Services** .)

## Terminating Educational Services

- a. Teachers terminate services when it becomes reasonably clear that the client/student no longer needs the service, is not likely to benefit, or is being harmed by continued service.
- b. Teachers may terminate services when threatened or otherwise endangered by the client/student or another person with whom the client/student has a relationship.
- c. Except where precluded by the actions of clients/students or third-party payors, prior to termination teachers suggest alternative service providers as appropriate.

## Inter-Professional Relationships

Teachers are part of a network of healthcare and well-being professionals and shall seek to develop interdisciplinary relationships. Teachers shall seek to collaborate with other professionals to protect and enhance the wellbeing of the yoga community and the public generally.

## Advertising and Public Communications

A teacher shall accurately represent his or her professional qualifications and certifications along with his or her affiliations with any organization(s). Announcements and brochures promoting classes or workshops shall describe them with accuracy and grace. These principles are designed to uphold the quality of our teachings and shall be in compliance with legal guidelines for appropriate representation of our services.

## Anti-Harassment

### Overview

**Harassment** is a legal term that means unwelcome verbal and non-verbal conduct directed against someone in a protected class.

**Sexual harassment** is a legal term that means unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature in the workplace.

**Sexual misconduct** is a non-legal term used informally to describe a broad range of behaviors which may or may not involve harassment.

Policies outlined below include:

- *Harassment Against Members of a Protected Class*
- *Sexual Harassment in the Workplace*
- *Sexual Misconduct*
- *Romantic Relationships between Teachers and Students*

## Harassment Against Members of a Protected Class

We do not permit managers, employees, teachers, independent contractors, students, or others in the workplace to harass any other person because of age, gender (including pregnancy), race, ethnicity, culture, national origin, religion, sexual orientation, disability, socioeconomic status, genetic information, or any other basis proscribed by law. Harassment is unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that

- i. denigrates or shows hostility or aversion toward the person because of the characteristic and which affects their employment opportunities or benefits;
- ii. has the purpose or effect of unreasonably interfering with their work performance;
- iii. enduring the offensive conduct becomes a condition of continued employment; or
- iv. has the purpose or effect of creating a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Harassment includes epithets, slurs, name calling, negative stereotyping, insults, intimidation, ridicule, threatening, intimidating or hostile acts, denigrating jokes, and display in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic. Petty slights, annoyances, and isolated minor incidents may not rise to the level of harassment.

## Sexual Harassment in the Workplace

We do not tolerate sexual harassment in our organization. Sexual harassment refers to any unwelcome sexual attention, sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- c. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- d. such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
- e. Examples of sexual harassment include unwanted and unnecessary physical contact; offensive remarks (including unwelcome comments about appearance); obscene jokes or other inappropriate use of sexually offensive language; the display in the organization of sexually suggestive objects or pictures; and unwelcome sexual advances by teachers, students, customers, clients, or other visitors to the organization. Non-physical gesture, behavior, unnecessary physical contact, verbal suggestion, or innuendo may constitute sexual harassment.

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## Sexual Misconduct

We prohibit sexual misconduct in our organization. Sexual misconduct is any unsolicited and unwelcome sexual advance including requests for sexual favors, sexual touching, and verbal, visual, or physical conduct that creates a sexually hostile environment in a yoga class or studio. Sexual misconduct also arises if a teacher engages in conduct that has the purpose or result of requiring a student to submit to such conduct to obtain any benefit or privilege relating to the study or teaching of yoga. While it is not possible to list all the circumstances that may constitute sexual misconduct, the following are examples of misconduct:

- ❖ Sexual advances whether they involve physical touching or not;
- ❖ Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding one's sex life, comments on an individual's body, sexual activity, deficiencies, or prowess;
- ❖ Displaying sexually suggestive objects, pictures, cartoons;
- ❖ Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- ❖ Comments or conjecture about a person's sexual orientation or gender identity;
- ❖ Inquiries into one's sexual activities;
- ❖ Sexually oriented asana adjustments or touch; and
- ❖ Discussion of one's sexual activities.

## *Verbal Harassment*

- ❖ Unwanted sexual teasing, stories, jokes, remarks, or questions
- ❖ Sexual comments, stories or innuendo
- ❖ Turning work discussions to sexual topics
- ❖ Asking about sexual fantasies, preferences, or history
- ❖ Asking personal questions about social or sexual life
- ❖ Sexual comments about a person's clothing, anatomy, or looks
- ❖ Telling lies or spreading rumors about a person's personal sex life.
- ❖ Referring to an individual as a doll, babe, sweetheart, honey, or similar term
- ❖ Repeatedly asking a person out on dates who is not interested
- ❖ Unwanted letters, telephone calls, or sending materials of a sexual nature
- ❖ Stalking on social media
- ❖ Unwanted pressure for sexual favors

## *Non-Verbal Harassment*

- ❖ Blocking a person's path or following
- ❖ Giving unwelcome personal gifts
- ❖ Displaying sexually suggestive materials
- ❖ Making sexual gestures with hands or through body movements
- ❖ Unwanted sexual looks or gestures

## *Physical Harassment*

- ❖ Hugging, kissing, patting, or stroking
- ❖ Touching or rubbing oneself sexually around another person
- ❖ Unwanted deliberate touching, leaning over, cornering, or pinching
- ❖ Giving an unwanted massage
- ❖ Sexually oriented asana adjustments or touch

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- ❖ Promising enlightenment or special teachings or status in exchange for sexual favors
- ❖ Actual or attempted rape or sexual assault

## Romantic Relationships Between Teachers and Students

Teachers shall not invite, respond to, or allow any sexual or romantic conduct with a student during the period of the teacher-student relationship. Sexual or romantic interactions that occur during the teacher-student relationship constitute sexual misconduct and are unethical. Sexual or romantic interactions detract from the goals of the teaching relationship, may exploit the vulnerability of the student, may obscure the teacher's judgment concerning the student, may be detrimental to the student's well-being and damage the reputation of the yoga community.

Yoga teachers must maintain professional boundaries in their relationships with students so that the best interests of the students are served. The interest of the teacher is not relevant: the art of teaching yoga is focused on serving the spiritual needs of the student. The teacher-student relationship involves an imbalance of power and any appearance that this imbalance has been exploited for the sexual purposes of the teacher is unethical. Even if the relationship is initiated by the student, it must still be avoided by the teacher. If a teacher is becoming romantically involved with a student, the teacher should end the teaching relationship. The teacher must ensure that any behavior in dealing with students is always professional and not open to misunderstanding or misinterpretation. If a relationship begins to develop, the teacher should seek the guidance of school management. (See **Teacher-Student Relationships**, and **Human Relations**).

## Attendance

Graduation from our program requires the student's attendance at all training sessions. Any absence must be approved in advance by our program director. A maximum of 6 hours may be missed if arranged in advance and approved by the program director.

We do not accept unapproved absences and they may result in dismissal from the program. In this case, graduation will be at the sole discretion of the program director.

## Termination from Program

The program may decide to terminate any student's participation in the program if:

1. false information was used in the admission process that materially affects the program;
2. a student is absent for more than five consecutive days without contacting the program director;
3. the student fails to make timely payments of tuition; or
4. the student is unable to pass a test after being given five attempts.

If the program decides to end the student's participation in the program, the student is not entitled to any prior payments or fees. All prior payments and fees are non-refundable and non-transferable.

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## Termination from Program: Bad Conduct

No refunds will be given if the program removes a student from the program for bad conduct. Bad conduct is violation of the Code of Conduct, gossip, harassment, bullying, or any other behavior that is inappropriate or disruptive to the welfare of the program or to fellow students.

## Resolving Ethical Issues (Grievance & Anti-Retaliation)

### Grievance / Reporting of Policy Violations

We encourage anyone who has been the subject of sexual misconduct or of any other actions that violates our policies and Code of Conduct to report the incident to our Ethics Committee, Human Resources department, or school management (henceforth referred to as the “reviewing body”). The report should contain the following information:

- Your full name;
- Your email and phone number;
- The name of the person who the grievance is against;
- A description of the alleged policy violation;
- The date and location of the policy violation;
- Names and contact information of any witnesses with first-hand knowledge of the situation; and
- Any other credible evidence that is available to support the grievance.

In the interest of fairness and privacy, all reports must be made by the person who has personally experienced the misconduct. We will not investigate a matter based upon a third-party report of misconduct. All reports must be made in good faith based on information the person reporting the incident reasonably believes to be accurate. We may request additional information from the person reporting the incident during the review of the report. We will take appropriate action to ensure compliance with our policies. The reviewing body will impose any sanctions that it feels are fair, just and reasonable under all of the circumstances. We will not allow anyone to retaliate against any person for making a report in good faith or providing information in connection with an investigation into an alleged violation.

### Anti-Retaliation

We prohibit retaliation against employees or anyone else for raising a concern about a violation of our Code of Conduct, our policies, and/or the law, or for participating in an investigation relating to a violation of any of the foregoing.

#### *What Is Retaliation?*

*Retaliation means taking an “adverse action” against any person for having reported or threatened to report harassment, discrimination, retaliation, or violations of our Code of Conduct, or for participating in an investigation into a complaint of harassment, discrimination, or retaliation or violations of our Code of Conduct. In the case of employees, retaliation is an adverse employment action taken against an individual for having reported or threatened to report harassment, discrimination, or retaliation, or for participating in an investigation into a complaint of harassment, discrimination, or retaliation. Retaliation may include any*

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*acts that are “materially adverse” to a reasonable employee, regardless of whether those acts result in a loss of pay, benefits, or any other privileges of employment, or not. For an action to qualify as retaliation, an employee or supervisor’s actions must be harmful to the point that they may dissuade a reasonable worker from making a charge of discrimination. Some examples of adverse actions are denial of promotion, refusal to hire, denial of job benefits, demotion, suspension, and discharge. Other types of adverse actions include threats, reprimands, negative evaluations, harassment, or other adverse treatment.*

## Reporting Sexual Harassment and Sexual Misconduct

We have a zero-tolerance policy for sexual harassment or sexual misconduct. We encourage anyone who has been anyone who is subject to or school management. We need to know what’s going on so we can act on it. We will do everything possible to stop sexual harassment and sexual misconduct from happening. We will not permit anyone to retaliate against you for filing a report of sexual misconduct.

## Responsibility of Managers

Managers have a responsibility to create, uphold, and promote a safe, respectful, and inclusive work environment. Like all employees, managers are required to comply with our Code of Conduct. Managers may be subject to disciplinary action if they engage in, ignore, or in any way condone, conduct that violates our Code of Conduct. Managers are required to promptly report any violation of our non-retaliation policy to the human resources department or school management. Promptness is key and managers should report as soon as possible upon learning of a violation. The failure by a manager to report in a timely fashion or at all, may result in discipline up to and including termination. Managers shall not, under any circumstances, retaliate against anyone, blame the victim, conceal a report, or discourage employees from reporting sexual harassment or violations of our Code of Conduct. If you believe a manager has behaved in that way, please report it to the Human Resources Department or school management.

## Conflicts Between Ethics and Law, Regulations, or Other Governing Legal Authority

If teachers’ ethical responsibilities conflict with law, regulations, or other governing legal authority, psychologists clarify the nature of the conflict, make known their commitment to the Code of Conduct, and take reasonable steps to resolve the conflict consistent with the General Principles and Ethical Standards of the Code of Conduct. Under no circumstances may this standard be used to justify or defend violating human rights.

## Conflicts Between Ethics and Organizational Demands

If the demands of an organization with which teachers are affiliated or for whom they are working are in conflict with this Code of Conduct, teachers clarify the nature of the conflict, make known their commitment to the Code of Conduct, and take reasonable steps to resolve the conflict consistent with the General Principles and Ethical Standards of the Code of Conduct. Under no circumstances may this standard be used to justify or defend violating human rights.

## Informal Resolution of Ethical Violations

When teachers believe that there may have been an ethical violation by another teacher affiliated with or teaching under the umbrella of Napua, they attempt to resolve the issue by bringing it to the attention of

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that individual, if an informal resolution appears appropriate and the intervention does not violate any confidentiality rights that may be involved. (See also Standards: **Conflicts Between Ethics and Law, Regulations, or Other Governing Legal Authority**, and, **Conflicts Between Ethics and Organizational Demands**.)

## Reporting Ethical Violations

If an apparent ethical violation has substantially harmed or is likely to substantially harm a person or organization and is not appropriate for informal resolution under Standard, **Informal Resolution of Ethical Violations**, or is not resolved properly in that fashion, teachers take further action appropriate to the situation. Such action might include referral to *Yoga Alliance*, or to the appropriate institutional authorities. You may also report grievances to Napua [here](#). This standard does not apply when an intervention would violate confidentiality rights. (See also **Conflicts Between Ethics and Law, Regulations, or Other Governing Legal Authority**).

## Improper Complaints

Teachers do not file or encourage the filing of ethics complaints that are made with reckless disregard for or willful ignorance of facts that would disprove the allegation.

## Unfair Discrimination Against Complainants and Respondents

Teachers do not deny persons employment, advancement, admissions to academic or other programs, tenure, or promotion, based solely upon their having made or their being the subject of an ethics complaint. This does not preclude taking action based upon the outcome of such proceedings or considering other appropriate information.

## Financial Policies

### Fees and Financial Arrangements

- a. As early as is feasible in a professional relationship, teachers and recipients of educational services (students/clients) reach an agreement specifying compensation and billing arrangements.
- b. Teachers' fee practices are consistent with law.
- c. Teachers do not misrepresent their fees.
- d. If limitations to services can be anticipated because of limitations in financing, this is discussed with the recipient of services as early as is feasible.
- e. If the recipient of services does not pay for services as agreed, and if teachers intend to use collection agencies or legal measures to collect the fees, teachers first inform the person that such measures will be taken and provide that person an opportunity to make prompt payment.

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## Barter with Clients/Students

Barter is the acceptance of goods, services, or other non-monetary remuneration from clients/students in return for educational services. Teachers may barter only if the resulting arrangement is not exploitative. In such arrangements, teachers ensure that students/clients demonstrate good will in their efforts to commit to learning and to maintain best practices, either through interview and/or application. Teachers will also seek opportunities to render services to individuals or groups whom are underserved on this basis.

## Accuracy in Reports to Payors and Funding Sources

In their reports to payors for services or sources of funding, teachers take reasonable steps to ensure the accurate reporting of the nature of the service provided, the fees, charges, or payments, and where applicable, the identity of the provider.

## Referrals and Fees

When teachers pay, receive payment from, or divide fees with another professional, other than in an employer-employee relationship, the payment to each is based on the services provided (educational, consultative, administrative, or other) and is not based on the referral itself. (See also Standard **Cooperation with Other Professionals.**)

## Tuition and Refund

### Admission Denials

An applicant who is denied admission into the program is entitled to a full refund of all money paid by said applicant.

### 24-Hour Cancellation

An applicant who submits written notice of cancellation within 24-hours after payment is entitled to a refund of all money paid. The refund will be paid within thirty (30) days of receiving the notice of cancellation.

### Cancellations After 24-Hours But Before Program Start Date

An applicant who submits written notice of cancellation of the program more than 24-Hours after payment, but before the program begins, is entitled to a refund of all money paid less a \$500 deposit.

### Refunds After the Program Start Date

There will be no refunds after the start date of the program. If the applicant withdraws from the program for any reason after it starts, the applicant will be responsible for paying the full tuition, regardless of any partial payments that have been made to date.

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