

## Yoga East Employee or Board of Director Instructor Information - 2017

This information is provided to you to inform you of your duties as an employee and/or member of Yoga East's Board of Directors

1. Yoga East is a federally tax-exempt non-profit corporation organized for educational purposes and accepts students without discrimination on the basis of race, creed, color, national or ethnic origin, religion, sex, age, disability, or sexual orientation, and you agree to conform to this policy. Discrimination against, and harassment of, any person including students, other teachers, studio staff, employees, volunteers, or employees of other companies present in our studios for work-related reasons is not permitted and will not be tolerated. Any incident, suspected incident, or accusation of harassment must be reported to Yoga East immediately.

2. Yoga East employees and Board Members both:

- A. work toward Yoga East's mission of public service, providing the benefits of yoga to all individuals without regard to ability to pay the regular class fees; and
- B. have a duty of loyalty to Yoga East and its non-profit mission; and
- C. support other teachers and staff in their duties, which includes helping teachers to be better practitioners and teachers of yoga

3. Under IRS regulations, Yoga East must treat all forms of payments to employees and Board Members, whether they are monetary or in-kind, as compensation, which means that income tax and FICA contributions must be withheld on any benefits provided to you, such as allowances for class fees, fees given for supervising internships, and tuition assistance for workshops and trainings.

4. Yoga East Board Members are protected from liability for duties you perform at Yoga East under your authority as Board Members, and Yoga East employees have protection from liability under certain conditions. However, you may not be protected if you are acting without authorization or beyond the scope of your employment or authority, which must be determined according to the facts and law of each situation. In order to protect yourself, you should maintain your own health insurance, insurance on your vehicle, and liability insurance if you teach classes outside of Yoga East.

A. If you maintain your own policies of professional liability insurance, you should name Yoga East, Inc. 1232 E Broadway, Louisville, KY 40204 as an additional insured on your policy.

B. All employees and Board Members must fill out and submit the KEMI questionnaire for our Workers Compensation carrier. We are required to furnish this information.

C. Your duties at Yoga East involve a risk of injury, death, loss or damage to your person, your props, equipment, automobile or other personal property. Yoga East does not warrant the condition and safety of the studios, props and equipment at the studios. You use the, studios, props or equipment at your own risk.

D. You shall be solely liable for any losses, damages, or liabilities incurred by you during the term of this agreement, and you agree to indemnify and hold Yoga East, Inc., and its officers, directors, employees and agents harmless for any such damages, losses, injuries, claims, suits at law or equity, or other causes of action incurred or caused by you whether due to neglect or by intentional action or omission on your part.

4. Our liability carrier requires that someone be present on our premises at all times who has a valid CPR and First Aid certificate. Employees and Board Members shall have and maintain a valid CPR and First Aid certification while you are employed by Yoga East or a member of our Board. A copy of the card or certificate shall be provided to Yoga East prior to commencement of duties and at time of renewal. If you only teach yoga here at Yoga East and nowhere else, Yoga East will pay for your CPR training which you may take online at any time. If you also teach yoga classes outside of Yoga East, you need to reimburse us for the cost of the training. If you need CPR training or renewal, advise Laura and she will email you a link for the training.

5. Board Members and Employees must exercise reasonable care for the safety, security and protection of Yoga East clients, teachers, personnel, and property; and shall warn clients to exercise reasonable care when in the studio, and to be cautious when near the mirrors and plate glass windows. Your duty of care includes the exercise of reasonable care to maintain the safety and security of Yoga East facilities and to exercise reasonable care in the use and maintenance of Yoga East facilities and equipment including but not limited to yoga props, library materials, audio and visual recordings, credit card terminals, printers, computers, alarm systems, electronic media devices and musical instruments. You must repair or replace any property belonging to Yoga East or its clients, instructors and staff which suffers theft, loss or damage due to your negligence.

6. Every class participant must sign a liability waiver at the studio when registering or it must be verified that the participant registered online (clients can only register online by agreeing to the liability release by checking a box). Any incident involving monetary loss, personal injury, property damage or loss, harassment, discrimination, or other complaint shall immediately be reported to the studio manager, the instructor's own liability insurance carrier, and a written report shall be made at the time of the incident.

7. Employees and Board Members shall not appropriate, reproduce or disclose Confidential and Proprietary information which is the property of Yoga East without the prior written consent of Yoga East. In the course of its business of providing instruction in

yoga, fitness, wellness, meditation, and exercise, Yoga East has developed proprietary or confidential information and materials, whether or not owned or developed by Yoga East, which is not generally known other than by Yoga East, and which the you may obtain through any direct or indirect contact with Yoga East. The Confidential and Proprietary Information has been developed or obtained by Yoga East by the investment of significant time, effort and expense, and the Confidential and Proprietary Information is a valuable, special and unique asset of Yoga East which provides Yoga East with a significant competitive advantage.

A. Confidential and Proprietary Information includes without limitation:

1. Personal, confidential, financial and medical information obtained from clients;
2. Teaching materials, including but not limited to, handouts, manuals, teacher training materials, syllabi and class design materials;
3. [www.yogaeast.org](http://www.yogaeast.org) website, Facebook and blog content, computer source and/or object code, computer programs, alarm codes;
4. Business records, business plans, business methods, financial statements, pricing structure costs and discounts;
5. Client lists and records;
6. Trade secrets, copyrights and other intellectual property;
7. and other proprietary information.

B. If it appears that you have disclosed or has threatened to disclose Confidential and Proprietary Information in violation of this Agreement, Yoga East shall be entitled to some or all of the following actions:

1. an injunction to restrain you from disclosing, in whole or in part, the Confidential and Proprietary Information, and Yoga East may pursue other remedies, including a claim for losses and damages.

2. Upon the written request of Yoga East, you shall return to Yoga East all written materials containing the Confidential and Proprietary Information. The Instructor shall also deliver to Yoga East written statements signed by the Instructor certifying that all materials have been returned within five (5) days of receipt of the request.

8. You grant Yoga East permission to record, reproduce and display your likeness. By signing this agreement the Instructor acknowledges that during the course of this contract Yoga East might record you or classes or workshops you attend or teach, and you grant Yoga East a non-exclusive, royalty-free, perpetual license and permission to use, exploit, adapt, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, your image, visual likeness or your voice ("Personal Information") throughout the world. These recordings may be produced and distributed via webcast, podcast, video and any other traditional or new media including social media, and you release and hereby agree to indemnify, defend and hold harmless Yoga East and its respective officers, directors,

employees and agents from any liability, claim, demand, or cause of action whatsoever for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Personal Information.

9. Your relationship with Yoga East can terminate at will by either party; or can be terminated involuntarily for misconduct on your part.

Misconduct may include behavior such as:

- A. Unreliability, such as repeatedly needing subs to teach in your place, and/or failure to show up for a class;
- B. Misrepresentation of a material fact with intent to deceive;
- C. Theft, assault, harassment;
- D. Sexual involvement with a student;
- E. Soliciting loans, gifts or favors from a student;
- F. Soliciting or inducing Yoga East clients to attend yoga, fitness, meditation or wellness classes at other yoga studios or facilities;
- G. Violations of the Yoga East Policy and Procedures and the California Yoga Teachers Association Code of Professional Standards, the ethical code recognized and adopted by Yoga East and incorporated herein by reference.

10. This information is to be construed by the laws of the State of Kentucky.

Address for all notices:

Yoga East, Inc., 1125 E. Kentucky Street, Louisville, KY 40204

11. The attached documents are incorporated by reference and made a part of this information. You should make yourself familiar these documents.

[Yoga East Policy and Procedures](#)

[California Yoga Teachers Association Code of Professional Standards](#)

Download documents from: [www.yogaeast.org/teacher](http://www.yogaeast.org/teacher)

I HAVE READ AND UNDERSTAND THIS INFORMATION,

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_