

# THE SOMA INSTITUTE

THE NATIONAL SCHOOL OF CLINICAL MASSAGE THERAPY



**Catalog & Handbook**  
**Health and Wellness Coaching Program**  
**2023**

## Accreditation and Approvals



Certificate of Approval to Operate issued by the Illinois Board of Higher Education, 1 N. Old State Capitol Plaza, Suite 333, Springfield, Illinois 62701-1377



Accrediting Council for Continuing Education & Training (ACCET)  
1722 N. Street N.W., Washington, D.C. 20036  
The Accrediting Council for Continuing Education & Training is listed by the U.S. Department of Education as a nationally recognized accrediting agency.



The Soma Institute - The National School of Clinical Massage Therapy is approved by the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB) as a continuing education Approved Provider.



Soma is a member of the American Massage Therapy Association Council of Schools.



The Soma Institute is owned by The National School of Clinical Massage Therapy Limited Partnership established in Ontario, Canada in 1998. The Limited Partner is Joan L. Hannant.

The General and Managing Partner is HCKD & Associates Inc. whose President is Joan L. Hannant.

The Soma Institute . The National School of Clinical Massage Therapy  
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312.939.2723 . 312.939.0171 (Facsimile)

### Catalog Accuracy

The information in this catalog was accurate at the time of publication January 2023. The school, however, reserves the right to change, without, notice, any information appearing herein, including, but not limited to, admission standards and promotion and graduation requirements. Changes are subject to approval by the Superintendent, Illinois Board of Higher Education.

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# Welcome Letter from the Founder and President

It is with great excitement that we welcome you to The Soma Institute's Health and Wellness Coaching Program. Your decision to become a Health and Wellness Coach is one that will allow you to guide others along a path that allows them to change their lifestyle for the better.

During the program, you will develop your coaching skills so you can work with individuals to help them establish goals, maintain motivation, hold them accountable and concentrate on their successes as they change and manage their lifestyle so that it embodies health and wellness.

Thank you for allowing The Soma Institute to be a part of your journey to become a health and wellness coach. You are always welcome to contact me if you have questions or need assistance.

Joan Hannant, Founder & President

joanhannant@soma.edu



# School Information

## A. Our Mission

The Soma Institute is committed to excellent teaching and to the personal and intellectual growth of its students. We are continually building on our mission to be a part of the way health care is redefined in the United States and to play a larger role in the field of complementary medicine. Soma is dedicated to preparing graduates who will be successful practitioners providing exemplary health care and demonstrating commitment to lifelong learning and community service.

## B. History of the School

Over the years, The Soma Institute has achieved a number of significant milestones putting it at the forefront of clinical massage therapy. The Illinois State Board of Education approved the School for operation and enrollment of students in July 1998. The founder and President, Joan Hannant, assembled an accomplished administrative and faculty team that shared her commitment to and passion for setting a new standard of excellence in the field of clinical massage therapy education.

In 2014, The Soma Institute was approved to offer a 110 clock hour Health and Wellness Coaching Program to be taught on-site at The Soma Institute's Campus in Chicago, Illinois making it a fully interactive program. In 2020, Soma applied to the Illinois Board of Higher Education to move the Health & Wellness Coaching certificate program to a fully on-line synchronous interactive program.

In 2020, the Illinois Board of Higher Education approved our application to move the Health and Wellness to an interactive distance learning format. Classes are now taught on the live Zoom platform and are fully interactive.

## C. Location and Facilities

The Soma Institute is located at 55 East Jackson Boulevard in the heart of the academic and cultural corridor in downtown Chicago. This location is ideally suited to student life. It is a stimulating and culturally rich urban area boasting an array of cafes, restaurants, theaters, galleries and bookstores. The School is convenient to public transportation and parking facilities, and is a short walk from Lake Michigan, Millennium Park, Grant Park, DePaul University, the Shedd Aquarium, the Field Museum and the Art Institute of Chicago. Detailed directions to Soma can be found at [www.soma.edu](http://www.soma.edu).

The campus is comprised of classrooms, administrative offices, and break rooms. The equipment in the classrooms supports student education by making available the necessary educational tools. Overhead projectors, computerized slide show equipment, TV/DVD, white boards and podcasting recording equipment are provided. The building in which the School is located is wheelchair accessible.



## D. Health and Wellness Coaching Program

Soma's 110-clock hour program is 15 academic and calendar weeks in length and adheres to high academic standards. The maximum lecture class ratio is 54 students to 1 instructor. Graduates receive a certificate in Health and Wellness Coaching.

Students learn how to build relationships based on mutual trust and empower clients to create individualized goals aligned with their values and help hold them accountable to achieving their vision of optimal health and well-being. The Health and Wellness Coaching certificate program offers students education covering the fundamental skills of coaching, behavioral change theory, professional ethics, components of health and wellness, prevention and management of chronic disease, and the business of building a successful coaching practice.

Upon successful completion of the Health and Wellness Coaching Program, students will be able to partner with individuals and groups to empower and guide them to: (i) envision and set goals to achieve optimal health outcomes; (ii) assist with stress management and prevention and maintenance of chronic diseases; and (iii) create meaningful and sustainable changes in their mindsets, behaviors and lifestyles.

Soma's 110 clock-hour certificate program is 15 academic and calendar weeks in length and adheres to high academic standards. The Program delivery methodology is entirely virtual. Instruction is delivered synchronously via the Zoom platform. The Canvas platform is used to post assignments, quizzes, resources and discussion forums.

The program curriculum is reviewed on a regular basis. Student input into the review is obtained through surveys conducted normally at the end of each module.



## **E. Program Courses**

### **Module 1: Introduction to Health and Wellness Coaching**

This course discusses lifestyle change, coaching, basic wellness principles and who and what makes a good coach. (16 clock hours)

### **Module 2: Ethics in Coaching**

This course focuses on the professional development of a health and wellness coach. Key ethical issues, conflicts of interest, professional conduct at large and with clients and confidentiality are discussed. Core coaching competencies will be discussed so that students understand the skills and approaches used within coaching. (10 clock hours)

### **Module 3: Health and Wellness Coaching**

This course will provide students with different coaching models, tools for coaching sessions, strategies for coaching people with health challenges, and motivational techniques. Goal setting that is attainable and realistic for the client will be discussed. Students will gain experience by coaching classmates and having classmates coach them. (36 clock hours)

### **Module 4: Health, Wellness and Prevention**

This course provides an overview of how to coach clients on a path of health and wellness and disease prevention. Health habits for weight loss and stress reduction will be explored as well as ways to improve health when diagnosed with a chronic disease. The most common chronic diseases will be discussed. Self-care strategies for the coach will be presented. (28 clock hours)

### **Module 5: The Business of Coaching**

This course discusses how to incorporate health and wellness coaching as a private practice, in an integrated healthcare setting, or corporate health and wellness setting will be presented. The importance of marketing and marketing strategies will be focused on. (10 clock hours)

### **Module 6: Health and Wellness Coaching Certification**

In this course, students apply the knowledge, skills, and attitudes learned in the didactic courses and demonstrate their ability to perform the common set of skills required for an entry-level health and wellness coach. (10 clock hours)



## F. Disclosures

Statement of Data required by the *Private Business and Vocational Schools Act (2012)*  
Section 1095.240 Disclosures

Reporting Period July 1, 2020-June 30, 2021	Number/Per Cent
<b>Health and Wellness Coaching Certificate Program Outcomes</b>	
Number of students enrolled in Health and Wellness Coaching Certificate Program (16 Students Enrolled at 7/1/20 PLUS 49 New Starts, 0 Re-enrollments, & 0 Transfers In through 6/30/2021)	65
Withdrawal rate = Percentage of enrolled students not completing course of instruction during reporting period - (Withdrawals 11 & 0 Transfers Out/65 enrollments)	16.9%
Completion/Graduation Rate = Number of students who Completed or Graduated in the Reporting Period (54) divided by Number of Students Scheduled to Complete/Graduate in the Period (65)	84.4%

Because the program is avocational, placement statistics are not required.

## G. Student Services

### Course Evaluations

Course evaluations represent students' ratings of courses taught. The survey is anonymous and is not returned to the instructors until grades for the course have been submitted to Student Records. The evaluations are taken very seriously and course directors can make curricular changes based on student feedback. The student voice at Soma is powerful and is listened to.

### Health and Wellness Coaching Certificate Program Dropbox

The Soma HWC shared drive contains course syllabi, lesson plans, handouts and additional resources.

### Verifications Made to Outside Agencies

#### (i) Verification of Enrollment

Students needing verification or confirmation of their enrollment status with the School for health insurance, student loan determent, or day care purposes may request that verification be sent from Student Services after the first 15 calendar days of their program schedule.

Please note that enrollment can only be verified if the student completes and signs a Student Authorization for Release of Information form. Please allow ten (10) business days to process any requests. There is no charge for an enrollment verification.

#### (ii) Verification of Good Standing

A student is considered to be in good standing while enrolled at The Soma Institute. That standing is not normally terminated until the student completes their diploma, withdraws from the School, or is separated for academic, attendance, disciplinary, or financial reasons.

If the student is on probation or disciplinary action has been taken which does not, however, separate them from the School, the student is still considered to be in good standing for the purpose of verifying enrollment to a third party.

It should be noted that "in good standing" does not necessarily mean the student is making satisfactory academic progress. Good standing does not exclude the possibility that the student can be terminated if their performance does not improve.





# Admissions Information

## Requirements

Those considering the Health and Wellness Coaching Program should be of good character and display sufficient motivation and commitment to succeed in a program aimed at producing highly trained coaching professionals.

Candidates for the Health and Wellness Coaching Program must be

- (1) Be at least 18 years of age:  
and
- (2) Hold a high school diploma or a General Equivalency Diploma (GED)  
and
- (3) Have access to a computer or tablet with audio and camera functionality and a reliable internet connection in order to get the maximum benefit of the program

## Non-discrimination

We welcome applications from all qualified individuals regardless of race, color, creed, gender, sexual orientation, religion, national origin, or physical or mental handicap unrelated to ability. The School does not discriminate on any of these grounds in any of its school-administered programs.

## The Application Process

Prospective students can obtain an application by contacting Soma or by visiting our website, [www.soma.edu](http://www.soma.edu). Completed applications are accepted throughout the year and may be mailed, faxed, emailed or delivered. Official transcripts are an important part of the application. The applicant will be asked to complete a telephone interview with an admissions representative.

The applicant is given an electronic copy of the catalog and any supplements at the time of the enrollment interview. These contain consumer information including tuition and fees, current schedule of program start dates, and a list of faculty. The information is reviewed with the enrolling student.

## Transfer of Credit to The Soma Institute

If The Soma Institute determines, through a review of educational records (transcripts, catalog, syllabi or course outlines), that an applicant has had adequate previous education in any of the following areas — Health and Wellness Coaching, Ethics in Coaching, Health, Wellness and Prevention or the Business of Coaching — completed at an institution or in a program accredited by an agency recognized by the U.S. Department of Education, the applicant may apply in writing to the Program Director to write an equivalency examination. Requests will not be accepted once the program has commenced. Credits may be transferred towards Health and Wellness Coaching Certification.

### (a) Process

There will be a \$50 fee for each examination. The grading will be done on a pass/fail basis. If the applicant passes the examination(s), a grade of TC (Transfer of Credit) for the course(s) will appear on any transcript issued to them by The Soma Institute. The qualified applicant will be exempted from the course(s) and the tuition fees reduced accordingly. If the applicant fails the examination, they may appeal in writing to the President within seven (7) calendar days of receiving the results. The President will provide a decision in writing to the applicant within ten (10) calendar days of receiving the appeal.



## **Transfer of Credit from The Soma Institute**

For students or alumni who may wish to apply for credit at another institution, the Registrar's office will assist with the provision of course syllabi and, for graduates, the provision of official transcripts which are not released until the program is completed. Applicants for transfer of credit to another institution should be aware that it is completely at the discretion of the other institution whether to accept credits from The Soma Institute.

## **Readmission**

Students who have withdrawn from The Soma Institute may apply for readmission. They will be subject to all policies and standards in effect at the time of reapplication.

Students returning to classes after withdrawing will also be subject to a satisfactory academic progress analysis applied to the previous period of enrollment. Students not meeting the minimum standards for satisfactory academic progress in the previous enrollment will be subject to a probationary status upon re-entry.

## **Services for Students with Disabilities**

The Soma Institute is committed to providing appropriate services to students with documented learning, physical, and other disabilities. Disabled students are encouraged to take advantage of opportunities available to help them in order to achieve their educational goals.

The Soma Institute does not discriminate against qualified individuals with disabilities in either admission or access to programs and activities.

### (a) Procedure for Requesting Accommodations

1. Students accepted to The Soma Institute should notify Student Services requesting accommodations.
2. It is important to note that students must identify themselves as in need of accommodations and initiate this process directly with Student Services. Independent arrangements cannot be made with faculty members.
3. In consultation with the President, accommodations are approved, denied, or modified from their original request.
4. The President informs the student of their approved accommodations.

### (b) Confidentiality

All student records concerning disabilities are maintained separately from academic records. All information is treated as confidential and disclosure is limited to individuals who have a legitimate need to know. Student Services will notify the instructor or appropriate staff in writing of any accommodations to be granted. This is most often accomplished through e-mail. The nature of the disability will not be disclosed, unless there is a compelling need to share this information in order to provide appropriate accommodations.



# Financial Information

## Tuition and Fees

There is a non-refundable registration fee of \$25.00. The tuition fee is \$2,775.

Deposits or down payments, which may be made by personal check, money order, cashier's check or credit card, become part of the tuition.

## Tuition and Repeated Courses

Tuition will be charged for repeated courses. The tuition charge will be calculated based on the student's original tuition charge, divided by the program clock hours and then multiplied by the clock hours in the repeated course. This will be added to the total tuition charges for the student.

## The Soma Institute Payment Plan Option

For details on this affordable low-interest bearing payment plan, please contact the Financial Aid Office at either 312.878.4638 or [financialaid@soma.edu](mailto:financialaid@soma.edu)

## Books, Materials and Supplies

The tuition fee includes student professional liability insurance together with an electronic version of the required textbook - *Lifestyle Wellness Coaching*, James Gavin and Madeleine Mcbrearty, Third Edition.



# School Policies

## A. Operational Policies

### Building Access and Security

The building in which The Soma Institute is located provides 24 hour security. All students are required to sign in and out after hours. Building security may prohibit students from entering the building who do not comply with security regulations.

### Campus Security Policy

Under the requirements of federal law (The Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act of 1990), as of October 1 each year, all current students, faculty, and staff are given a brochure presenting the School's updated Safety and Security Policy and Annual Crime Statistics Report on crimes reported to the School that occur on campus and on public property within or immediately adjacent to or accessible from the campus (i.e. building stairwells, lobby, hallways). Additionally, The Soma Institute, in accordance with federal mandates, provides Title IX and Violence Against Women Act (VAWA) training to all incoming students during the Module 2 course. Any interested parties may obtain a copy of the report at the School's Financial Aid Office or from Student Services.

### Reporting Criminal Activity and Emergencies

Students and employees are encouraged to report in a timely manner all criminal activity and emergencies that occur at the School, as follows;

- Emergencies - requiring the response of fire, police, and/or medical assistance, first dial 9-1-1. Then contact a Campus Security Authority.
- Non-emergency criminal offense situation occurring on campus. Report the incident to a Campus Security Authority.

### E-mail Notification

E-mail is a valid mechanism for official communication with students at The Soma Institute. The School has the right to send official communications to students to the email address which the School has on file. The School has the right to expect that students with e-mail will read e-mail in a timely fashion. When necessary, the email will be password protected using the Student I.D. number. A student's failure to check their official email address will not be accepted as a valid excuse for missing a deadline or for failing to comply with a requirement.

### Emergency Messages to Students

The Soma Institute does not transmit emergency messages to students. Students are advised to make suitable emergency contact arrangements.

### In Case of Fire

Students, faculty and staff should go to the closest stairwell identified by exit signs and proceed downstairs to the lobby exit. They should leave the building and await further instructions from the School's fire marshall.



## **B. Financial Policies**

### **Delinquent Accounts**

A certificate and academic transcripts will be withheld from any student who has been notified in writing by the School that they are in arrears. The student will be required to pay the account balance in full or bring the tuition payment plan current before the certificate and transcripts are issued. Alumni privileges will be withheld from any graduate whose account has been placed in collections.

### **Cancellation & Refund Policy**

Per Section 60 of The Private Business & Vocational Schools Act 2012 as administered by the Illinois Board of Higher Education, “[s]chools that are accredited by an accrediting body recognized by the U.S. Department of Education and approved to participate in offering the Federal Title IV student financial aid may apply the required federal refund policy as long as the same policy is applied to all students even if they are not eligible for federal financial aid.”

For all students, therefore, The Soma Institute adheres to a refund policy which is in accordance with the Accrediting Council for Continuing Education and Training (ACCET). A copy of the Refund Policy is an integral part of the enrollment agreement.

### **Policy of the Accrediting Council for Continuing Education & Training (ACCET)**

#### **General Requirement:**

An institution must not oblige a student for more than twelve (12) months at a time. Refund computations must apply to the stated charges attributable to the given period of financial obligation.

#### **Refund Due Dates:**

1. If an applicant never attends class (no-show) or cancels the contract prior to the class start date, all refunds due will be made within forty-five (45) calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.
2. For an enrolled student, the refund due will be calculated using the last date of attendance (LDA) and be paid within forty-five (45) calendar days from the documented date of determination (DOD). The date of determination is the date the student gives written or verbal notice of withdrawal to the institution or the date the institution terminates the student, by applying the institution’s attendance, conduct, or Satisfactory Academic Progress policy. If a student provides advanced notice of withdrawal such that the 45-day window for refund processing ends before the last date of attendance, the refund must be paid within forty-five (45) calendar days from the last date of attendance.



### **Rejection and Cancellation before the start of the class:**

1. If an applicant is rejected for enrollment by an institution, or if a prospective international student has his/her visa application rejected, a full refund of all tuition monies paid will be made to the applicant less a maximum application/ registration fee of \$200, if such charges are clearly noted in the enrollment agreement as being non-refundable.
2. If an institution cancels a program subsequent to a student's enrollment, the institution will refund all monies paid by the student.
3. If an applicant accepted by the institution cancels prior to the start of the scheduled classes or never attends class (no-show), the institution will refund all monies paid, less a maximum application/ registration fee of \$200, if such charges are clearly noted in the enrollment agreement as being non-refundable. The only exception is for an international student recruited from outside the United States or its territories, receives an 1-20 from the Institution, enters the country, and subsequently cancels prior to the start of class or is a no-show. In this event, an institution may retain a maximum of \$500 for any non-refundable charges clearly identified in the enrollment agreement, including any application/registration fee, courier fees, and travel cancellation insurance.

### **Cancellation after the start of class (optional student trial period):**

An institution may consider a withdrawal as a cancellation or no-show (for example, within the first 15 calendar days of the program schedule) provided this process is fully delineated in writing as part of the refund policy and provided to all students at or before enrollment. A student who is considered a cancellation or no show under such a policy must have all charges refunded and all payments returned to the individual or the applicable funding source less the maximum allowable application/ registration fee of \$200.00, if such charges are clearly noted in the enrollment agreement as being non-refundable.

### **Withdrawal or Termination After Start of Class: Programs less than 300 clock hours or equivalent**

For short-term programs such as workshops, seminars and similar programs, institutions shall establish a refund policy in order to promote good will through a fair and equitable policy. Accordingly, the School shall refund prorata up to 60% completion of the course.

**NOTE:** The tuition amount to be used in the calculation above will be the full tuition of \$2,750.00 regardless of whether it is being paid in full or by payment plans.



## C. Academic Policies

### Satisfactory Academic Progress

The Soma Institute's Health and Wellness Coaching Program is 110 clock hours. While reviews are done at the end of each module with a view to counseling students who may be experiencing difficulties in the program, Satisfactory Academic Progress (SAP) is formally evaluated once--at the midpoint (55 hours) of the program.

Satisfactory academic progress has two components: quantitative and qualitative. Students must satisfy both components in order to maintain satisfactory academic progress.

**Quantitative** The student is required to make quantitative progress toward program completion. To be making satisfactory academic progress, a student must have attained a cumulative attendance rate of at least 80 percent of the scheduled class hours on a cumulative basis during each evaluation period; and,

**Qualitative** The student's grade average is reviewed to determine qualitative progress. The minimum required is 70 percent at the conclusion of each evaluation period. Failure to register to repeat a course in a timely manner may be taken as evidence of a failure to maintain satisfactory academic progress.

### (a) Attendance and Satisfactory Academic Progress

The Soma Institute expects students to attend school every scheduled day and assumes that active and informed participation in class discussions and laboratories is essential to the development of intellectual and technical skills. Daily attendance records are maintained and regularly reviewed.

### Minimum Standard

The Soma Institute requires the following minimum standard for graduation: 80 percent cumulative attendance. The maximum number of consecutive absences that will result in students being withdrawn from the program is fourteen (14) calendar days. School officials will address prolonged student absences resulting from unusual circumstances on an individual basis.

### Attendance Reports

Each class day instructors submit the class attendance records to Student Services, where the data are recorded in the student's electronic records. The cumulative attendance information is contained on the progress report given to all students each month. If a student does not agree with any of the attendance data, they must submit a written appeal to the President within 7 days of the progress report distribution. At the end of the month after progress report distribution, the attendance data become permanent and can no longer be challenged



## Tardiness and Early Departures

Being late for or leaving early from class is disruptive to both teachers and students and diminishes the learning experience and the development of professional behaviors. Accordingly, tardies and leaving early are documented on the attendance sheets. They are calculated into the attendance percentage based on the following credit scheme:

Late or leave early (up to 15 minutes):

- receive credit for 75% of clock hours

Extra late (15 minutes or more up to 50 minutes):

- receive credit for 50% of clock hours

Leave early (after 50 minutes):

- receive credit for 50% of clock hours

Leave early (before 50 minutes):

- receive no clock hour credit

## Leave of Absence

A leave of absence is a temporary break in a student's attendance during which they are considered to be continuously enrolled. Such a leave must comply with the following requirements:

- A student must request the leave of absence in writing. The request must be made in advance of the beginning date of the leave unless unforeseen circumstances prevent the student from doing so. Retroactive leaves are only granted in case of extreme emergencies.
- The leave of absence is limited to 180 calendar days in one calendar year, or one-half of the published program length, whichever is shorter.
- The student must sign and date the leave of absence request, specify a reason for the leave, and provide supporting documentation where possible.
- The student must attest to understanding the procedures and implications for returning to their course of study.
- A student must contact Student Services to advise of their return to class and to schedule an appointment to determine what, if any, coursework needs to be made up and to complete a make-up schedule.
- A student who is not in class on their scheduled return date, without explanation, will be withdrawn from the School.

### (b) Repeat Courses and Satisfactory Academic Progress

Students must repeat any classes in which they earn less than a 70 percent average. The repeated course must be completed in the first available session. Tuition will be charged (see page 3 above). Failure to register to repeat a course in a timely manner may be taken as evidence of a failure to maintain satisfactory academic progress.

The highest grade will be used to calculate the academic average. The attendance from the repeat course will replace the attendance from the original course. Course work repeated may adversely affect a student's academic progress in terms of the maximum time frame. Incomplete grades are not given.

The School recognizes that there may be cases where it is unreasonable for the student to repeat the course in its entirety in the next available session. Therefore, the President may, if appropriate and feasible, and only under special circumstances, allow a student to gain credit for a failed course by admitting a student to a class already in session. The decision to grant this privilege will normally be made when the failed course is not available to the student within the following three months, or within a time period that includes the graduation ceremonies. In these situations, the original failing grade will remain on the student's academic record. A notation of "P" (pass) or "F" (fail) will be shown for the repeated course. Tuition for the course will be prorated.





### **(c) Withdrawals and Satisfactory Academic Progress**

Students who withdraw from the program will receive a grade of “W” in each class interrupted by the withdrawal. All interrupted classes must be repeated upon readmission to the School.

### **(d) Probation**

If a student fails to meet the cumulative 80 percent attendance or 70 percent grade average for the evaluation period, or fails to register to repeat a failed course, he or she will be placed on probation for the next evaluation period. If at the end of the probation period, the student has achieved the objectives of the probation, they will be removed from probationary status.

If, however, the student fails to meet the objectives of 80 percent attendance or a 70 percent grade average, or fails to register to repeat a failed course, at the end of the probation period, or at the end of any subsequent satisfactory academic program evaluation period, the student will be subject to termination from the program.

Students will be notified in writing when they are placed on probation and the steps necessary to be removed from probationary status. Students will also receive attendance or academic counseling, as appropriate, when they are placed on probation.

The School will notify a student in writing if he or she is being administratively withdrawn for unsatisfactory academic progress.

### **(e) Appeal Process**

The student may submit a written appeal of his/her dismissal within five calendar days of their receipt of the dismissal notice. The appeal form which is available from Student Services should be addressed to the President. The appeal must be accompanied by documentation of the mitigating circumstances that have prevented the student from attaining satisfactory academic progress. Death of a close relative, injury or illness, or similar extenuating circumstances will be considered.

The President will assess all appeals, and determine whether the student may be permitted to continue in school on a probationary status, despite not meeting the satisfactory academic progress requirements. The student will be sent the written decision within ten (10) calendar days of the School’s receipt of the appeal. The decision of the President is final.

### **(f) Reinstatement**

Students reinstated upon appeal of a dismissal are on a probationary status for the next evaluation period, during which time they must meet the terms and conditions set out in the President’s letter granting the appeal.

If at the end of the probation period, the student has achieved the objectives of the probation, they will be removed from probationary status. If, however, the student fails to meet the objectives at the end of the probation period, they will be dismissed from the program.

### **(g) Maximum Time Frame**

All program requirements must be completed within a maximum time frame of 1.5 times the normal program length, as measured in calendar time. For students in the Health and Wellness Coaching Program this means the maximum time frame is 22.5 weeks (15x1.5). Time spent on an approved leave of absence is not counted against the maximum time frame. Students exceeding the maximum time frame will be administratively withdrawn.



### (i) Transfer Students

Transfer students from outside the institution will be evaluated qualitatively only on the work completed while at The Soma Institute. The maximum time frame is reduced for transfer students, based upon the remaining length of the Health and Wellness Coaching Program at the time of enrollment.

### (ii) Readmitted Students

Readmitted students who have been granted credit for courses previously completed at The Soma Institute will be evaluated only on the courses they are required to complete upon readmission. The maximum time frame is reduced based upon the remaining length of the Health and Wellness Coaching Program at the time of re-enrollment.

## Grading and Evaluation System

Students receive a syllabus in each course which states the basis of evaluation for the course. The passing grade for the complete course of study and for each course is 70 percent.

The grading system is as follows:

A = 90-100%	I = Incomplete
B = 80-89%	W = Withdrawn
C = 70-79%	P/F = Pass/Fail (not calculated in GPA)
F = below 70%	T/C = Transfer of Credit

### (a) Grade of Withdrawal

Withdrawn courses will count toward attempted hours but not earned credits. The withdrawal is part of a student's permanent record.

### (b) Grade Appeals

Any student may appeal a grade by the following procedure:

Step 1: Meet with the instructor who rendered the grade decision within seven (7) calendar days of the release of the grade. If a resolution cannot be reached, the student may proceed to Step 2 within seven (7) calendar days immediately following the meeting with the instructor.

Step 2: Submit the appeal in writing to the Program Director or, in the case of a conflict, to Student Services for assignment to a designated faculty member. The appeal should include copies of materials supporting the appeal (tests, transcripts, etc.). A written response will be issued within seven (7) calendar days of receipt of the appeal. If the response is considered unsatisfactory, the student may proceed to Step 3.

Step 3: The written appeal may be submitted to the President within five (5) school business days of receiving the Step 2 response. The President will provide a written response within seven (7) calendar days. This decision is final.

### (c) Make-up Policy

#### Test, Quizzes and Assignments

Any student who fails to submit a test or assignment on the due date for any reason, other than an approved leave of absence, will be subject to point deductions. Five points will normally be deducted for each day an assignment is submitted past the posted due date. Students, without an approved leave of absence, will receive a grade of zero for any assignment turned in more than seven (7) days after the posted due date.



## **Missed Classes**

Students, at the discretion of the Program Director, may be permitted to make up hours for absences only. Makeup classes must be comparable to the content, time, and delivery of the classes missed. Make-up hours normally cannot exceed 10% of the total program hours.

### **(d) Failed Coursework**

A student who fails or does not complete a course will receive a grade of "F" (fail) and will be required to retake the course at the next available session. The failure will be part of the student's permanent academic record. A new grade will be given for the repeated course. The "F" previously received will remain on the student's record and will not be calculated into the GPA. A student who fails a course a second time may be allowed to retake the failed course again only if it is determined that the program can be completed within the maximum time frame allowed. A student who fails a course a third time will not be allowed additional retakes and will be administratively withdrawn from the program.

### **(e) Failed Coursework and Tuition**

Students must pay for repeat courses (see tuition & fees)

### **(f) Grade Notification**

Grades are available to students in the form of unofficial progress reports. In most cases, the process of scoring and notification takes 7 (seven) calendar days. Federal regulations outlined in the Buckley Amendment restrict the reporting of grades via telephone or fax.

## **Withdrawal**

Students wishing to withdraw from the course of study may do so at any time by giving notice, which may be in writing, to a School official of their intention to terminate enrollment. The date of withdrawal will be the date a verbal notice is received, the letter is postmarked, the facsimile or email transmission is received, or, if hand-delivered, the date the notice is delivered.

Within 15 calendar days of the date of withdrawal, a written acknowledgment will be mailed out. Any refund due will be issued within 30 calendar days of the notice of withdrawal and the calculation of the refund will be based upon the last day of attendance.

### **(a) Constructive Withdrawal**

The absence of a student from the School for more than 14 consecutive days without an approved Leave of Absence shall constitute constructive notice of cancellation to the School.

For purposes of cancellation, the date shall be the last date of attendance. Any refund due under the refund policy will be issued within 45 calendar days of the date which is deemed to constitute constructive notice of cancellation.

### **(b) Withdrawn Students with Tuition Balance Due**

For students who have withdrawn with balances due to the School, payment in full within 30 calendar days of the issuance of the tuition due notice is required or the account will be referred to an outside collection agency.



## Graduation Requirements

In order to receive a certificate from the Health and Wellness Coaching Program, a student must satisfy all of the following:

- complete all required courses with a minimum average in each course of 70 percent, and within the maximum time-frame;
- Attend and actively participate in at least 80 percent of the scheduled 110 program clock hours. Active participation is defined as regular and substantive interaction, such as participating in break-out sessions, contributing to live discussions or via chat functionality, submitting assignments and/or taking assignments during class. It should be noted that logging into class without such active participation does not qualify as attendance for that lesson plan;
- meet all the terms and conditions of any probation (if applicable);
- pay all tuition fees and any incidental administrative charges due to the School in accordance with the terms and conditions outlined in their enrollment agreement.
- Note: A National Certification Board for Therapeutic Massage and Bodywork (NCBTMB) Continuing Education (CE) Certificate for the program will be issued to graduates where attendance is 100 percent during the entire program. Attendance is recorded to the minute.

## Student Records and Confidentiality

The Soma institute adheres to the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA) as amended. Any student wishing to inspect his or her records, including grades and attendance, should arrange an appointment with the Student Services to view the records. The student shall receive access within 45 days of the request. If a student wishes to amend a record they believe is inaccurate they should appeal in writing to Student Services. If the school decides not to amend the record as requested, the school will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

### (a) Authorizing Release

Student records are confidential and no unauthorized person may view those records or be given information from them without the express written permission of the student. A form authorizing release of the information can be obtained from Student Services.

### (b) Rules of Disclosure

Information may be released from a student's record without written consent of the student to the following:

- Soma Institute officials who have legitimate interest in the records. These officials are persons employed by the School in an administrative, supervisory, academic, or support staff position as well as a person or company with whom the School has contracted (such as an attorney, auditor, or collection agent). A School official so defined has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her administrative responsibility;
- officials of another school, upon request, if the student seeks or intends to enroll at that institution;
- certain officials of the U.S. Department of Education, the Inspector General, or state or local educational authorities in connection with state or federally supported educational programs;



- organizations conducting certain studies for, or on behalf of, the School in order to: develop, validate, or administer predictive tests, administer student aid programs, or improve instruction;
- accrediting commissions to carry out their functions;
- parents who claim the student as a dependent for income tax purposes; or parents of a student regarding the student's violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use or possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21;
- appropriate parties to comply with a judicial order or lawfully-ordered subpoena;
- appropriate parties in health and safety emergencies; school must document rationale for student record;
- in connection with financial aid for which the student has applied, or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid;
- a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, in which the disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense regardless of the findings;
- the general public, the final results of a disciplinary proceeding, if the school determines the student is an alleged perpetrator of a crime of violence or nonforcible sex offense and the student has committed a violation of the school's rules or policies with respect to the allegation made against him or her.

The School may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. If students do not wish such information to be disclosed, they should advise the School accordingly. The opt-out continues in place after a student leaves the School.

The student has the right to file a complaint with the U.S. Department of Education concerning alleged failure by the Soma Institute to comply with the requirements of FERPA. Correspondence should be addressed to:

Family Policy Compliance Office  
 U.S. Department of Education  
 600 Independence Ave., SW  
 Washington, DC 20202-4605.

**(c) Address Updates**

It is the responsibility of the student to keep the School informed of up-to-date permanent and local address, telephone, and e-mail information. All changes must be reported promptly. We will ensure that records are updated accordingly.

**(d) Official Transcripts**

Each Student who is in good academic and financial standing receives two official academic transcripts at the completion of the course of study. Additional transcripts may be requested in writing. Students who have withdrawn and are in good financial standing may request an official transcript in writing.



## Copyright Infringement Policy

Unauthorized distribution of copyrighted material, including peer-to-peer file sharing, is prohibited and may subject a student to civil and criminal penalties. Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties, including payment of either actual or statutory damages, organizational attorney fees and court costs. For details, see Title 17, United States Code, Sections 504, 505. For more information see [www.copyright.gov](http://www.copyright.gov).

## Classroom Standards

### (a) Class Participation Policy

Health and Wellness coaching is a skill acquired through supervised practice and instruction. Students, therefore, are expected to participate in every class. Students may not stay in class when they are unable to participate. The attendance requirements as found in the Satisfactory Academic Progress Policy apply to all absences due to non-participation.

### (b) Academic Integrity

Students enrolled at The Soma Institute are expected to adhere to the School's standards of academic integrity. Questions about the acceptability of specific behavior should be addressed to the appropriate faculty member or Program Director. The following is a non-exhaustive list of types of behavior that violate the standards of academic integrity.

- a. Cheating: using unauthorized notes, study aids, or information on an examination; altering a graded work after it has been returned, then submitting the work for regrading; allowing another person to do one's work and submitting that work under one's own name.
- b. Plagiarism: submitting material that in part or whole is not entirely one's own work without attributing those same portions to their correct source.
- c. Fabrication: falsifying or inventing any information, data, or citation; presenting data that were not gathered in accordance with standard guidelines defining the appropriate methods for collecting or generating data and failing to include an accurate account of the method by which the data were gathered or collected.
- d. Obtaining an unfair advantage: (a) stealing, reproducing, circulating, or otherwise gaining access to examination materials prior to the time authorized by the instructor; (b) stealing, destroying, defacing, or concealing learning resource materials with the purpose of depriving others of their use; (c) unauthorized collaborating on an academic assignment; (d) retaining, possessing, using, or circulating previously given examination materials, where those materials clearly indicate that they are to be returned to the instructor at the conclusion of the examination; (e) intentionally obstructing or interfering with another student's academic work; or (f) otherwise undertaking activity with the purpose of creating or obtaining an unfair academic advantage over other students' academic work.



- e. Aiding and abetting academic dishonesty: (i) providing material, information, or other assistance to another person with knowledge that such aid could be used in any of the violations stated above; or (ii) providing false information in connection with any inquiry regarding academic integrity.
- f. Falsification of records and official documents: i.e., altering documents affecting academic records or forging signatures of authorization or falsifying information on an official academic document, grade report, petition, ID card, or any other official document.
- g. Unauthorized access to computerized academic or administrative records or systems: (a) viewing or altering computer records, (b) modifying computer programs or systems, (c) releasing or dispensing information gained via unauthorized access, or (d) interfering with the use or availability of computer systems or information.

### **Implementation of Academic Integrity Policies**

In order to implement these principles of academic integrity; the administration and faculty will ensure the following rules are obeyed:

- (i) In no event should students be given custody of, or other responsibility over, examinations prior to their administration.
- (ii) Instructors will inform students of the academic requirements of each course. Such information may appropriately include (a) notice of the materials that may be used during examinations and on other assignments; and (b) whether electronic devices such as cell phones may be brought into an examination.
- (iii) All examinations will be proctored.
- (iv) Faculty members will ensure that their teaching assistants understand and are able to carry out the policies set forth herein.

## **D. Conduct Policies**

### **Shared Responsibility**

The Soma Institute is a diverse community of students, faculty and staff that celebrates a strong sense of shared community values and responsibility. Students who enter this community acknowledge that working within a community requires compromise and sensitivity to others. A strong community depends on respect for the rights of others, considerate behavior, and good judgment. Students are expected to maintain high standards of personal conduct; behavior should reflect maturity and respect for the rights of all members of the community.

Students and their rights are protected by the Bill of Rights, the Illinois Human Rights Act, the Chicago Human Rights Ordinance, and the School's policies and procedures. A notice to students of their rights under the Illinois Private Business and Vocational Schools Act is posted at the School.



## Rules of Student Conduct

Students are expected to conduct themselves in accordance with commonly accepted standards of behavior, federal, state, and municipal laws and to observe School policies on attendance, on satisfactory academic progress, and on unprofessional conduct. Students are responsible for their own actions at all times. Ignorance of School policies or the law is not a defense against disciplinary action. Lack of intention to violate a School policy will not generally excuse an infraction.

Committing one or more of the following offenses subjects the student to the possibility of facing the School's disciplinary procedures:

- Dishonesty, such as cheating, plagiarism, academic dishonesty, or knowingly furnishing false information to the School.
- Forgery, unauthorized alteration, or misuse of school documents, records, or identification.
- Obstruction or disruption of teaching, research, administration, security, disciplinary procedures, or other school activities, or fire, police or emergency services.
- Causing physical harm to any person or verbal or physical threats, intimidation, or coercion of any member of the School community or any other conduct which threatens or endangers the health, safety, or well-being of any such person.
- Failure to comply with directions of School officials acting in the performance of their duties, and/or failure to identify oneself to these persons or to security staff when requested to do so.
- Attempted or actual theft of or damage to school property or services or property of others while on School premises.
- Unauthorized entry to or use of The Soma Institute's facilities, equipment, or resources; or unauthorized possession, duplication, or use of keys to any school premises.
- Entering into dual relationships with faculty, administrative staff (e.g., friendships, socializing, dating, client/therapist relationship).
- Unlawful use of alcohol on any School property or as part of any School activity except as expressly permitted by the School's alcohol policy.
- Use, manufacture, distribution, or possession of illegal drugs on School property or as part of any School activity.
- Being on School property in a drunken condition or under the influence of illegal substances.
- Misuse or abuse of over-the-counter or prescription medication or of alcoholic beverages.





- Possession of any firearms, weapons, fireworks, explosives, ammunition, or abuse of any flammable substance on School property. The term weapon may be defined as any object or substance designed to inflict a wound, threaten injury, cause injury or incapacitate. Weapons may include, but are not limited to, all firearms, pellet guns, slingshots, stun guns, martial arts devices, switchblade knives, and clubs. Items used for other purposes, such as kitchen knives, scissors, etc.) may also be defined as a “weapon” if an individual engages in behavior which uses such an object in a threatening manner.
- Behavior which is self-destructive, threatening the safety of the individual. Sexual assault or sexual harassment, as defined in School policies on sexual assault and sexual harassment.
- Knowingly violating the terms of any disciplinary sanction imposed in accordance with this catalog.

## Disciplinary Procedures and Sanctions

The student disciplinary process is not a criminal proceeding. Student disciplinary proceedings can take place before, during, or after criminal and civil proceedings relating to the same incident.

### (a) Disciplinary Proceedings

#### (i) Initiation of Disciplinary Proceedings

Any administrative official of The Soma Institute, any member of the faculty, or any student of the School may file a complaint, either written or oral, against any student of the School for misconduct. The complaint should be made to the President. All complaints must be filed within 10 calendar days from the date of the alleged violation.

After receiving notification, the President shall promptly obtain whatever information is necessary from those persons involved in the incident in order to understand the nature of the incident and to determine whether any immediate action is needed relating to the health or safety of the person or persons involved, as well as the health or safety of other students, faculty, or staff.

The President shall then cause an investigation to be made of the charges. At any time during this investigation, the President may determine that the charges may be resolved administratively. An administrative disposition is one which does not involve use of a hearing, described later. During any investigation of any charge, the President may seek to interview anyone, including the accused, whom the President believes may have knowledge of the matter. Any student who agrees to provide information must provide truthful information. If a student provides information that is not truthful, that conduct may be the basis for a complaint and disciplinary action.

Pending action on the charges, the status of a student should not be altered, or his or her right to be present on the premises or attend classes suspended, except for reasons relating to his or her physical or emotional safety, the physical or emotional safety of the accuser, the well-being of members of the School community, or preservation of School property.

If the President determines that the alleged misconduct requires the institution of disciplinary proceedings, she shall send a written Notice of Charges to the accused. The Notice shall identify the charges and state the date, time, and place for the hearing.



Within five (5) calendar days after receipt of the Notice of Charges, the accused shall respond in writing to the President if he or she wishes to oppose the charge. The student's written response shall also state whether the student intends to bring an adviser to the hearing and if so, the adviser's occupation and his or her relationship to the student. If the student fails to respond, the President will decide on an appropriate resolution based on all information available to her.

(ii) Conduct of Hearing

The Hearing Committee will consist of the President and an administration or faculty designee. A hearing may be conducted in the absence of the accused and accuser, if either or both fail to appear.

Admission of any person to the hearing shall be at the discretion of the President. A student's prior or ongoing disciplinary notations will be reviewed during the Hearing process. The hearing shall be private.

Information at the hearing shall be presented only at the discretion of the President. The Hearing Committee's determination shall be made on the basis of whether it is more likely than not that the accused student violated the Rules of Conduct or other School policies, rules, or regulations.

Both the accuser and the accused may have an adviser with them at the hearing. The adviser may be a student or an individual from outside of the School. The accuser and the accused, however, are responsible for presenting their own cases. The accuser and the accused may consult with their advisers before, during, and after the hearing, but the advisers may not present information, question witnesses or the President or administration designee, or make statements or arguments during the hearing. The adviser may only be present in the Hearing at such times that the person he or she is advising is permitted to be present. Given the limited role of an adviser and the compelling interest of the School in concluding the matter expeditiously, the work of a Hearing will not, as a general practice, be delayed due to the unavailability of an adviser.

No recommendation for the imposition of disciplinary penalties shall be based solely upon the failure of the accused to answer the charges or to appear at the hearing. During the Hearing Committee's deliberations, the only persons who shall be present shall be members of the Hearing Committee, and any advisers to the Hearing Committee if invited by the Hearing Committee.

The accused, the accuser, and their advisers, if any, shall not be present during deliberations. At any time during the proceedings, including during the deliberations, the Hearing Committee has the discretion to ask for additional information from any person, including persons who have previously appeared before the Hearing Committee and persons who have not appeared.

The Hearing Committee shall make a final written report of its decision, including any recommended sanctions, and the reasons therefore. The President shall notify both the accuser and the accused of the decision and implement the sanctions, if any.



### (iii) Appeals

Either the accuser or the accused may appeal the Hearing Committee's decision within five (5) calendar days of receiving notice of the decision. An appeal must be made in writing, must be submitted to the President, and must state the basis for the appeal.

Appeals are only permitted to proceed if the written notice of the appeal indicates that there is new information which was not available at the time of the hearing. If the notice indicates that there is such new information, the President will reconvene the Hearing Committee and notify the accuser and the accused of the date, time, and place for the Hearing Board to consider the new information. The Hearing Committee will consider the new information using the procedures set forth above for the Hearing Committee, and reach a decision.

### (iv) Record of the Proceedings

The President shall make a written record summarizing all Hearing Committee proceedings; on occasion, at the School's discretion, tapes may be used. All minutes and tapes are confidential and remain in the custody of the President.

### **(b) Sanctions**

The Soma Institute will impose sanctions on students for behavior which, in its judgment, contributes in any way to the disruption of the orderly course of educational processes at the School. Sanctions will be imposed if the School finds that it is more likely than not that the Rules of Conduct, policies contained in this Catalog, other applicable rules and regulations have been violated. These sanctions are defined below:

- Admonishment: An oral reprimand to the offender.
- Warning: A written reprimand to the offender.
- Disciplinary Probation: A probationary status for a specified period of time, during which the offender must demonstrate behavior acceptable to the School. Additional restrictions or conditions may be imposed. Violations of the terms of the Disciplinary Probation, or any other violations of School policy, rules, or regulations during the period of probation may result in suspension or expulsion from the School.
- Loss of Privileges: Denial of specified privileges for a designated period of time.
- Suspension: Exclusion for a period of time from one or more classes, School premises and/or other privileges or activities as set forth in the notice of suspension. Notice of a Suspension may appear on the student's academic transcript for up to two years after the date the suspension is concluded.
- Expulsion: Permanent separation of the student from the School and termination of student status and exclusion from School premises, privileges and activities. An expulsion will be recorded on the student's permanent academic transcript. Any refund due under the refund policy will be issued within 30 calendar days of the date of expulsion. If the expelled student owes money to the School, it must be paid within 30 calendar days of the date of the expulsion.



## Policy on Sex Discrimination

### (a) Policy

The Soma Institute will not allow any student, on the basis of sex, to be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity at the School. The Soma Institute has designated the President as responsible for coordinating its efforts to comply with and carry out this policy, which is consistent with Title IX of the Federal Educational Amendments of 1972. In addition, the School has adopted a grievance procedure for students who believe they have been subjected to sex discrimination. Any student enrolled in the program is eligible to bring a grievance.

### (b) Grievance Procedure

A grievance is a complaint stating that The Soma Institute or its employees have discriminated on the basis of sex in any of the following areas: admissions; access to programs and courses; access to School facilities; counseling; graduation requirements; student rules, regulations, and benefits; financial assistance; and most other aid, benefits, or services.

Step One: The student will meet with the Title IX grievance counselor and state the grievance. Grievances must be presented within 10 calendar days of the occasion of the grievance. If he or she wishes, the grievant may have any advisor present throughout the grievance process. Either the grievant or the advisor, or both, may discuss the grievance with the counselor. The counselor will initiate further discussion between the grievant and the party against whom the grievance is being brought (the respondent), in the hope of resolving the grievance at this point.

Step Two: If the grievance is not settled within 10 calendar days between the grievant and the respondent, the grievant and his or her advisor will prepare promptly and present to the respondent a written Notice of Grievance. Copies of the Notice of Grievance will be sent by the grievant to the President of the School.

The Notice of Grievance should contain:

- The matter of the original grievance;
- The action taken by the respondent; and
- The remedy or correction sought.

The counselor will initiate discussions with the respondent to make every effort to settle the grievance with the grievant and his or her advisor by a settlement agreement signed by all parties. Should a settlement agreement be agreed to by the grievant and the respondent, a written copy of the agreement will be forwarded by the counselor to the President. If such an agreement is not reached within 10 calendar days after the presentation of the Notice of Grievance, or within a mutually agreed upon further extension of time, the third step will be taken.

Step Three: If the grievance is not settled at the second step, the counselor will promptly establish a Review Committee of three members, with the President serving as a permanent member of the committee. The other members one from Faculty/Staff and one from Students, will be selected from a list of volunteers.

The Review Committee will conduct a hearing or hearings. At these hearings, it is the right of the grievant and/or the respondent to be represented by an attorney or otherwise, to call witnesses, and to cross-examine witnesses. Within 10 calendar days and after the conclusion of the hearing(s), the committee will submit three copies of written recommendations: one copy to the grievant, one to the respondent, and one to be retained on permanent record by the Title IX grievance counselor.



Within 10 calendar days after receipt of the Review Committee's recommendations, the President will notify all parties in writing of the disposition of the grievance. If not contrary to applicable law or regulations, the decision of the President will be final. If either the grievant or the respondent feels, after a reasonable amount of time, that the terms of the settlement or other disposition are not being adhered to, then the matter may be discussed with the Title IX grievance counselor, who in turn will bring it to the attention of the President.

## **Policy on Harassment**

### **(a) No Tolerance Policy**

The Soma Institute is committed to creating and sustaining an environment conducive to learning and working in which each student has the opportunity to grow, develop, learn, and contribute fully to our collective success. Accordingly, we will not tolerate sexual harassment or harassment or intimidation between students, or between faculty/staff and students based on race, color, national origin, religion, creed, gender, sexual orientation, age, disability, veteran, marital or any other status protected by federal, state or local law. Any student, faculty or staff found to have engaged in conduct inconsistent with this policy will be subject to discipline up to and including expulsion and/or termination from The Soma Institute.

### **(b) Identifying Harassment**

#### **(i) Sexual Harassment**

Sexual Harassment can take a variety of forms, ranging from subtle pressure to engage in sexual activity to verbal abuse to physical assault. While most sexual harassment involves a male harassing a female, sexual harassment may also involve persons of the same sex or a female harassing a male. Sexual harassment by students, faculty or staff may involve an explicit or implicit threat of submitting to sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that is an expected or required term or condition of an individual's employment, advancement, or academic success. It may also include a tangible adverse job or academic action, such as a significant change in employment or academic status or benefits.

More generally, sexual harassment occurs whenever unsolicited and unwanted conduct of a sexual nature creates a hostile or offensive work or learning environment, unreasonably interferes with the person's work or academic performance or otherwise adversely affects the person's employment or academic opportunities. The following are examples of behaviors that may be considered sexual harassment. None of these behaviors will be tolerated at The Soma Institute:

- Unwanted physical contact or touching of a sexual nature, including "accidental" brushing against someone
- Unwanted flirtations, persistent requests for dates, sexual advances, requests for sexual favors or propositions
- Sexual gestures or verbal abuse, including offensive jokes, sexual innuendoes, degrading language
- Repeated unwanted compliments about appearance or dress
- Sexually suggestive photographs, drawings, graffiti and computer-related visual materials, including screen savers and Internet graphics
- Sexually offensive letters, voice mail messages, calls, memoranda, e-mails
- Describing sexual exploits, questioning others about their sexual life or activities





## (ii) Other Types of Harassment

Harassment other than sexual harassment generally involves a demonstration of hostility or aversion towards an individual because of his or her race, color, national origin, religion, creed, gender, sexual orientation, age, disability, veteran, marital or other status protected by law that (1) creates a hostile or offensive work or learning environment, (2) unreasonably interferes with the person's work or academic performance, or (3) otherwise adversely affects the person's employment or academic opportunities. As mentioned previously, when harassment involves a student, faculty or staff member it may also include a tangible adverse action, such as a significant change in employment or academic status or benefits.

The following are examples of behaviors that may be considered harassment. None of these behaviors will be tolerated at The Soma Institute:

- Epithets, disparaging remarks, slurs, demeaning stereotyping or "jokes" whether spoken, accessed on the internet, written on walls, used in memos, e-mails, left on voicemail messages, etc. and whether expressed as words or in the form of photographs, drawings, graffiti or computer-related visual materials
- Hostile or intimidating acts or threats, such as stalking, blocking someone's path or hostile gestures
- Mocking, teasing or taunting (e.g., someone's accent, stutter; or religious beliefs)
- Persistently excluding someone from normal work-related or academic-related activities, in the informal communication channels, daily assistance and support, or team assignments
- Pranks (e.g., hiding someone's crutches)
- Deliberate degradation of someone's possessions (e.g., wiping feet on a prayer rug)

## (c) Creating A Harassment-Free Environment

The Soma Institute expects students, faculty and staff to interact with each other and anyone conducting business with The Soma Institute in a professional and respectful manner. Regardless of specific legal definitions of sexual harassment and harassment, if your conduct could reasonably be offensive to another, then that conduct is not appropriate to a work or academic relationship. When discussing matters personally important to you, such as religious beliefs, you are expected to be sensitive to others.

## (d) Responsibilities and Investigations

### (i) Reporting

The Soma Institute encourages reporting of all perceived incidents of harassment or retaliation, regardless of the offender's identity or position. Prompt reporting is encouraged so that constructive action may be taken before relationships become unduly strained. While no fixed reporting period has been established, early reporting and intervention are the most effective means for resolving actual or perceived incidents of harassment. Perceived retaliation should be reported immediately. Reports should be made to the President.

Besides making a report, if you believe you or another individual is being harassed, we encourage you to let the offender know that behavior or action you perceive as offensive or biased and ask that it be stopped or corrected, depending on the situation. Often, this action alone will resolve the problem. We understand, however, that an individual may prefer to report a particular incident through the reporting procedures.

Faculty and staff Managers and supervisors are required to promptly report to the the President all complaints of discrimination, harassment or retaliation they receive (including formal and informal complaints, as well as reports made by students other than the target of the conduct).

(ii) Investigations & Confidentiality

The Soma Institute will make every reasonable effort to resolve all complaints. Any complaint received will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary or believed appropriate, interviews with others who may have observed the alleged conduct or have relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent possible while allowing The Soma Institute to conduct an appropriate investigation and take corrective action or legal action, as The Soma Institute determines is necessary or prudent.

(iii) Resolution

Conduct found to be inconsistent with or in violation of The Soma Institute’s Equal Employment Opportunity and anti-harassment policies will be dealt with appropriately. Responsive action may include, for example, training, referral to counselling and/or disciplinary action, such as warning, suspension, expulsion or termination as The Soma Institute believes appropriate under the circumstances. The Soma Institute also will take corrective action, as appropriate, to remedy the effects of any harassment or retaliation and prevent its reoccurrence. A knowingly false complaint or complaint that is both false and intentionally made for an improper reason may result in appropriate disciplinary action. This does not include complaints which, even if erroneous, are made in good faith.

(iv) Safeguards/No Retaliation

Harassment, intimidation, threats, coercion, discrimination or retaliation in any other form is strictly prohibited against anyone for: (i) making a good faith internal complaint of conduct violating this policy, (ii) filing a complaint allowed by any equal employment opportunity law or regulation (“EEO laws”); (iii) participating in an investigation or any other activity undertaken by The Soma Institute or any governmental agency related to compliance with this policy or any EEO law; (iv) opposing in good faith any act or practice that violates any EEO law; or (v) exercising any right under any EEO law.

**(e) The Soma Institute Rules Strictly Enforced**

All students, faculty and staff are expected to treat each other with respect. The success of the School depends upon students, faculty and staff practicing the professionalism which fosters the most conducive learning environment.

## **E. Drug Free Schools Statement**

**(a) Policy**

The Soma Institute, as required by The Drug-Free Schools and Communities Act Amendment of 1989, Public Law 101-226 and the Drug-Free Workplace Act of 1998 has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In addition to the health risks, there are heavy penalties under federal law for the use, possession, and distribution of illegal substances which will result in fines and imprisonment. Full details on the legal penalties and health risks can be found in the School’s Campus Crime Report.



**(b) Standards & Sanctions**

All students and employees of The Soma Institute must comply with the following standards of conduct related to alcohol and controlled substances. Students and employees are expressly prohibited from possessing, using or distributing illegal drugs and from the unlawful use of alcohol (e.g. consuming alcohol when under the legal drinking age of 21, serving alcohol to minors) on any School property or as part of any School activity. If a student or employee is found to be selling illegal drugs or selling or distributing alcohol unlawfully on School property or at School-sponsored activities, the person will be terminated from enrollment or employment and the activities reported to local police. Students and employees may not be on School property in a drunken condition or under the influence of illegal substances. Any student or employee found in violation of these prohibitions shall be subject to disciplinary action, which action might include expulsion for students and dismissal for employees.

As a provision of the Drug-Free Workplace Act of 1998, all employees, including student employees, who are convicted of a workplace-related drug offense shall notify the President within five working days following the conviction or be subject to immediate suspension without pay by their supervisor and subject to immediate termination by the President. If the employee so convicted is engaged in a federally funded program, the appropriate federal funding agency shall be notified of the conviction within ten working days after receiving notice of the employee’s conviction.

**(c) Counselling Resources**

Students and employees who think they need assistance with a drug/alcohol problem, or know someone who does, are encouraged to call the hot lines listed below:

- Alcohol Abuse and Crisis Intervention ..... 1.800.234.0246
- Alcohol and Drug Abuse Helpline and Treatment ..... 1.800.234.0420
- Alcoholics Anonymous Greater Chicago and Chicago ..... 1.800.371.1475
- Narcotics Anonymous - The Chicagoland 24 Hour Helpline ... 1.708.848.4884

**F. Complaints Procedure**

- (a) At The Soma Institute, all staff and faculty endeavor to make the student learning experience a positive one. Nonetheless, a student with complaints about any aspect of the School’s operation that cannot be resolved through a meeting with either a faculty member or a School official may put the complaint in writing to the President. The President will ensure that a response, also in writing, is forwarded to the student within 10 calendar days of receipt of the complaint.
- (b) A student who is not satisfied with the President’s response may file a written complaint with one of the School’s two regulatory agencies. Formal notices of complaint procedures for ACCET and IBHE are posted at the School and copies kept on file in the President’s Office. Please direct all such inquiries to:

Accrediting Council for Continuing Education & Training (ACCET)  
 Complaint Administrator  
 1722 N. Street, N.W., Washington, D.C., 20036  
 Telephone: 202.955.1113  
 www.accet.org

OR

Illinois Board of Higher Education (IBHE)  
 Private Business and State Vocational Schools Division  
 1 N. Old State Capitol Plaza, Suite 333  
 Springfield, Illinois 62701-1377  
 Telephone: 217.782.2551  
 https://complaints.ibhe.org/





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