

# DR. IDA ROLF INSTITUTE®

**EMPLOYEE HANDBOOK**  
**Faculty, Staff, Assistants**



2022

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## INTRODUCTION

The Dr. Ida Rolf Institute® (DIRI or the Institute) *Employee Handbook* spells out the organization's policies, guidelines, and procedures, including the values and behaviors that the Institute believes are important. These standards of conduct govern all full and part time employees, including faculty and staff, and are designed to promote personal productivity, collaborative culture, and professional growth of the individual and the organization.

At the same time, this handbook serves only as a general guide to what we can reasonably expect from each other. Therefore, **neither this handbook nor any other policies constitute a binding employment agreement or contract of any kind nor a guarantee of continued employment.** This edition of the *DIRI Employee Handbook* supersedes all prior handbooks and previously issued policies. **The Dr. Ida Rolf Institute® reserves the right to change or terminate these policies at any time without prior notice.**

Periodically, sections of this handbook will be amended and/or new sections added. When this occurs, employees will be expected to review and familiarize themselves with the new policies.

## ORGANIZATION

**The Purpose of The Dr Ida Rolf Institute®** is to bring the benefits of Rolwing® Structural Integration and Rolwing Movement Integration® to the world. This goal is accomplished through providing a quality training program in Rolwing Structural Integration® and Rolwing Movement Integration® certifying Rolwing practitioners and providing them with continuing education, promoting research, and educating the public about the value of Rolwing work.

**Mission** to provide high quality education and to promote research to advance Rolwing® Structural Integration and Rolf Movement® Integration - our proprietary methods for optimizing human structure and function.

### **Vision**

We envision a world in which optimizing structure and function of the human body is an integral part of health and well-being.

### **History**

The Rolf Institute of Structural Integration, doing business as the Dr. Ida Rolf Institute®, was founded by Dr. Ida P. Rolf, in 1971, in Boulder, Colorado. DIRI is a non-profit 501(c)3 corporation validly existing and in good standing under the laws of the State of Colorado. The school is licensed by the Colorado Department of Private Occupational Schools (DPOS) as an occupational school. Dedicated to the scientific investigation and clinical evaluation of Structural Integration, the Institute offers rigorous academic and experiential certification training, based on the study of structural and movement integration.

DIRI's 's high standard for faculty, students-in-training, and Rolfers are reflected in the DIRI Code of Ethics, Standards of Practice, curricula content standards, and continuing education trainings. The Rolfig Structural Integration program is a fully accredited certification recognized by the Commission on Massage Therapy Accreditation (COMTA), the US Department of Education (USDOE), and the Veteran's Administration.

### **Governance**

An elected Board of Directors governs the Dr. Ida Rolf Institute. The Board is responsible for the fiduciary and strategic direction of the organization and approves all governance policies. The Board has adopted the Carver Model of governance, and delegates day-to-day operations to the Executive Director who works with the employees to accomplish the goals of the organization.

## **GENERAL EMPLOYMENT POLICIES** (Board of Directors Manual EL 8.0)

### **At-Will Employment**

**All employees of the Institute are employed AT-WILL, unless otherwise stated in a written individual employment agreement signed by the Executive Director or their designee. This means that either you or the Institute may terminate the employment relationship at any time, with or without cause, and with or without notice, and there is no right to continued employment for any specific period of time. No Institute representative, other than the Board of Directors, is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.**

Any salary or compensation figure provided to you, in an offer of employment, evaluation, or otherwise, such as those expressed in annual or monthly terms, are so expressed for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period of time. All wages and salaries are earned and accrued over the course of your employment with the Institute, on a pro rata basis. The Institute reserves the right to reduce or increase your compensation in accordance with applicable law. Thus, a reduction in your compensation does not necessarily result in the termination of your employment.

**Equal Employment Opportunity and Non-Discrimination Policy** The Institute provides equal opportunity to and does not discriminate against applicants or employees based upon race, color, national origin, religion, sex, pregnancy, sexual orientation, gender identity, age, disability, military service or veteran status, genetic characteristic, or any other characteristic protected by applicable law (each a "Protected Characteristic"). The Institute will make any reasonable effort to ensure that all applicants and employees will receive equal opportunity in personnel matters, including recruiting, selection, training, placement, promotion, wages and benefits, transfers, terminations, and working conditions.

Any employee or applicant that believes they have been subjected to conduct in violation of this policy or has concerns regarding potential violations of this policy should immediately report the violation or concern using the discrimination complaint procedures described below. The Institute will promptly and thoroughly investigate the alleged violation or concern and appropriate disciplinary action will be taken against any employee found to have violated this policy. The Institute will further act as necessary to address any concerns regarding violations of this policy. No employee will be subjected to retaliation for reporting violations or concerns regarding this policy.

### **Equal Pay Policy**

The Institute believes that its employees must be paid without regard to an employee's sex or gender identity. The Institute treats similarly situated employees in the same work location and performing comparable work the same with respect to pay and other employment opportunities, with the only variables relating to education, experience, quality of performance, and other legitimate factors. Similarly situated employees means that the employees have the same or similar: seniority with the Company, work experience, education or training, skill, effort, responsibility, and performance based upon quantity or quality of the production of their work. The Institute also complies with the Colorado Equal Pay for Equal Work Act.

If you believe that there has been a violation of this policy, please notify your supervisor or any manager and follow the discrimination complaint procedures set forth below.

## **Policy Prohibiting Unlawful Discrimination and Harassment**

### **Policy Statement**

Discrimination or harassment of applicants and employees on the basis of race, color, national origin, religion, sex, pregnancy, childbirth and related conditions, age, disability, sexual orientation, gender identity, status as a veteran, marital status (all as defined and protected by applicable law), or any other basis prohibited by applicable law, each of the foregoing a "Protected Characteristic," is unacceptable and will not be tolerated. It is also unacceptable and a violation of this policy to retaliate against any person for engaging in such activities as reporting harassment or discrimination suffered or witnessed by such person.

### **Policy Against Unlawful Workplace Discrimination**

Unlawful discrimination means treating a person less favorably because of such person's actual or perceived Protected Characteristic. This policy prohibits discriminatory treatment based upon an employee or applicant's Protected Characteristic.

### **Policy Against Unlawful Harassment**

Harassment of an applicant or employee based on such person's Protected Characteristic, or any other basis prohibited by applicable law is prohibited. Harassment

includes jokes, verbal abuse and epithets, degrading comments, the display of offensive objects and pictures, and other conduct directed at a person because of or concerning one of the Protected Characteristics described above and which conduct the targeted person might reasonably find to be offensive.

While it is not possible to list all conduct that may constitute unlawful workplace harassment, the following are some examples of prohibited conduct:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above Protected Characteristics;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above Protected Characteristics and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group that has one or more of the Protected Characteristics.

### **Sexual Harassment**

Sexual harassment is a specific type of unlawful harassment based on a person's sex which is severe or pervasive. Examples of conduct that may constitute sexual harassment are: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whenever: (1) submission to the conduct is either an explicit or implicit term or condition of employment; or (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment is not limited to demands for sexual favors. It also may include such actions as: (1) sex-oriented verbal "kidding," "teasing," or jokes; (2) repeated offensive sexual flirtations, advances, or propositions; (3) continued or repeated verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual or his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; and inappropriate physical contact. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. Similarly, simple teasing, offhand comments, or isolated incidents that are not serious or pervasive are not illegal sexual harassment. Unlawful sexual harassment is severe or pervasive and refers to behavior that is not welcome and that is sufficiently intimidating, hostile, or offensive to the person at whom it is directed.

Sexual harassment does not have to be of a sexual nature. It can also include offensive remarks about a person's sex. For example, offensive comments about women or men in general (sex stereotyping) or about a person's sexual orientation or transgender status constitute sexual harassment.

In addition, sexual harassment is not limited to instances of a male harassing a female. Both the victim and the harasser can be women or men, and the victim and the harasser can be the same sex.

No applicant or employee shall be subjected to unsolicited and unwelcome sexual overtures, nor should any applicant or employee be led to believe that an employment opportunity or benefit will in any way depend upon “cooperation” of a sexual nature.

### **Scope of Policy**

This policy applies to all employees of the Institute and is not limited to relationships between and among applicants and employees but also extends to interaction with students, clients, and vendors. No employee shall ever subject any employee, applicant, client, student, or vendor of the Institute to unlawful discrimination or unlawful harassment, including sexual harassment of any nature, including that conduct described above. Furthermore, no employee will be required to suffer unlawful discrimination or unlawful harassment of any kind or nature, including sexual harassment, by any other person at the Institute.

### **Complaint Procedure**

The Institute encourages prompt reporting of all incidents of sexual or other unlawful harassment, regardless of the identity of the offender. While the Institute encourages individuals who believe they are being unlawfully discriminated against or harassed to firmly and promptly notify the offender that their behavior is inappropriate or unwelcome, the Institute also recognizes that power and status disparities between the offender and the recipient of the offensive conduct may make such a confrontation impossible. Consequently, such direct communication is not a requirement or prerequisite to filing a complaint. Any applicant or employee who feels that they have been the victim of unlawful discrimination or unlawful harassment in violation of this handbook should immediately (**within 3 business days**) notify their supervisor, or their supervisor’s manager, or any other manager, or the Executive Director. A complaint may be made verbally or in writing, and any supporting documentation should be filed along with the complaint as soon as possible.

The Institute will promptly and fully investigate all complaints and will maintain confidentiality to the extent possible given the Institute’s duty to investigate the complaint. The Institute cannot promise confidentiality, however, to the extent it may impede the Institute’s efforts to gather relevant facts. Anyone who is found to have engaged in unlawful discrimination or unlawful harassment will be subject to appropriate disciplinary action, up to and including termination of employment. No applicant or employee will be retaliated against for making a complaint or assisting with the investigation of a complaint. If the Institute determines that a customer, vendor, or

contractor is subjecting an employee to unlawful discrimination or unlawful harassment, every reasonable effort will be made to stop that conduct.

The Institute is strongly committed to maintaining a workplace free of impermissible harassment or intimidation, including sexual harassment. All complaints will be taken seriously. If you have questions concerning this policy, please contact the Executive Director or your supervisor.

### **No Retaliation**

Any employee bringing a discrimination or harassment complaint, or assisting in investigating such a complaint, will not be adversely affected in the terms and conditions of their employment, or discriminated against or discharged because of the complaint. Complaints of such retaliation will be promptly investigated, and disciplinary action will be taken if warranted.

## **REASONABLE ACCOMMODATION POLICY (DISABILITY, RELIGION, PREGNANCY)**

### **Policy Prohibiting Discrimination Against, and Reasonable Accommodations for, Persons with Disabilities**

The Institute is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”), the Americans with Disabilities Act Amendment Act (“ADAAA”) and any applicable state or local law that prohibits employers from discriminating against any qualified individual based upon their disability (mental or physical), perceived disability, or association with an individual with a disability (the foregoing “disability”). It is the Institute’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability so long as the applicant or employee can perform the essential functions of the job. The Institute will also provide reasonable accommodations for pregnant employees and employees who are physically recovering from childbirth or a related condition unless the accommodation poses an undue hardship on the Institute’s business.

If you have a disability and believe that you need a reasonable accommodation to perform the essential functions of your job, please notify the Executive Director of the need for accommodation. The Institute engages in an interactive process with you to determine the proper accommodation you may need to perform the essential functions of your job. Thus, upon receipt of a request for accommodation, the Executive Director or their designee will meet with you to discuss and identify the precise limitations resulting from your disability and the potential accommodation that the Institute might make to help overcome the limitations. When appropriate, the Institute may need to obtain additional information from your physician or other healthcare professionals in connection with your request for reasonable accommodation.

The Institute will maintain any medical information you may provide in a separate confidential medical folder. Medical information will be disclosed only to personnel that have a need to know such information for the Institute to determine the appropriateness of a requested or offered accommodation. Failure to cooperate with the Institute in the interactive process, including the provision of requested medical information may result in a denial of an accommodation. You will be notified of the Institute's decision regarding the granting of any accommodation. Please be aware that the law does not require the Institute to make the best possible accommodation, to accept your proposed accommodation, to reallocate essential job functions, to create a new position, or to provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Any employee or job applicant who has questions regarding this policy or believes that they have been discriminated against based on a disability should notify their supervisor, their supervisor's manager, or the Executive Director. All such inquiries or complaints will be investigated and treated as confidential to the extent required by law.

### **Lactation Breaks**

The Institute will accommodate nursing mothers.

### **Reasonable Accommodations for Sincerely Held Religious Beliefs-**

#### **Reasonable Accommodations for Pregnancy**

The Institute respects the sincerely held religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when an accommodation is available that is reasonable and does not create an undue hardship on the Institute.

If your religious beliefs or practices conflict with your job or with other aspects of employment, and you need a religious accommodation, please submit a written request for the accommodation to the Executive Director. The written request should include the type of religious conflict that exists and your suggested accommodation.

The Executive Director will evaluate your request with your supervisor, if appropriate, for the purpose of determining whether your request will create a work conflict due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on the Institute. The Executive Director or their designee will notify you of the Institute's decision regarding the request for a religious accommodation.

The Institute also provides reasonable accommodations to applicants and employees who are pregnant, physically recovering from childbirth, or a related condition, in compliance with the Pregnant Workers Fairness Act. The Institute will engage in an interactive process with the applicant or employee to provide a reasonable accommodation allowing the employee to perform the essential functions of the job unless the accommodation would impose an undue hardship on the Institute's business.

No employee who has requested or has been granted accommodations under this policy will be subject to retaliation. Nor will the Institute take adverse action against any employee that has requested or received accommodations under this Policy.

## EMPLOYMENT DISPUTES

### **Grievances**

A grievance is a problem within the workplace that cannot be solved by informal methods of contacting the individuals involved or the employee's direct Supervisor. The subject of a grievance may include working conditions and safety, discipline, interpersonal working relationships, promotions, and other job changes. Note that complaints of discrimination, harassment, or related retaliation should follow the procedures set forth above in the discrimination complaint procedures, but grievances under this policy should follow the procedures below.

### **Student Grievances** (Board of Directors Manual, EL 7.4 Student Grievances)

The Dr. Ida Rolf Institute is committed to a policy of open communication. All grievances regarding educational or administrative policies and procedures must be submitted to the Director of Education in writing, for review and resolution by all concerned parties within fifteen working days of the matter being grieved. Colorado law requires that any complaint filed with the Division of Occupational Schools must be filed within two years after the student discontinues their enrollment. The address of the Division is 1560 Broadway, Ste. 1600, Denver, CO 80202 and the phone number is 303-894-2960.

### **Employee Procedure for Reporting a Grievance**

The process for staff to report a grievance is as follows:

- a. Report the incident to their immediate supervisor within 10 working days of the incident.
- b. If the grievance involves your immediate supervisor, then you should report the incident to the person of authority next in line.
- c. Any supporting documentation should be filed with the subject supervisor within 10 working days of the initial reporting of the possible grievance.
- d. The immediate supervisor should alert the Executive Director of a possible grievance.
- e. The immediate supervisor will meet with those involved in the grievance to determine the factual background relating to the grievance.
- f. The immediate supervisor will decide, and notify those parties concerned in writing within 30 days, unless another time is agreed upon by all parties, of this determination as to whether a legitimate concern has occurred and how to implement a resolution, as well as all appropriate corrective action, including sanctions or discharge.

- g. This decision may be appealed in writing to the Executive Director within 5 working days.
- h. The decision of the Executive Director shall be final following appeals.
- i. Should any of the above involve the Executive Director, then the Chairperson of the Board of Directors shall assume the appropriate role in the reporting structure. The final appeal in this case shall rest with the Board of Directors.

### **No Retaliation**

Any employee bringing a grievance, or providing witness information regarding a grievance, will not be retaliated against because of this activity. If you believe retaliation has occurred, please notify your supervisor or any other manager immediately or file a grievance using this procedure.

### **Discipline & Discharge**

Any employee found to have violated the Institute's policies or expectations concerning professional conduct may be subject to appropriate disciplinary action up to and including termination, depending on the findings of the complaint investigation, the seriousness of the behavior, the employee's work record, and other factors.

### **Whistleblowers**

Neither the DIRI Administration or the Board of Directors will suspend or terminate the employment of, or take other adverse personnel action against, an employee because they in good faith report a violation of law by the Rolf Institute or another Rolf Institute employee to an appropriate law enforcement or governmental authority.

### **NLRA Disclaimer**

The policies in this Handbook are not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Act. The Institute will not construe this policy in a way that limits such rights. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

## **WORKPLACE VIOLENCE PREVENTION POLICY**

The Institute is committed to providing a safe working environment and to preventing workplace violence. Accordingly, and given the increasing violence in society in general, the Institute has adopted the following policy to deal with intimidation, harassment, or other threatened or actual violence that may occur during business hours, on its premises, or work activities that take place outside of its business hours or premises. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment, arrest, and prosecution.

All employees, contractors, consultants, students, and others conducting business with the Institute should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. The Institute prohibits the storage or carrying of firearms, weapons, and other dangerous or hazardous devices or substances on Institute premises. Institute premises include leased or owned buildings and the surrounding areas such as: parking lots, sidewalks, or driveways.

Prohibited conduct includes but is not limited to:

- Making threatening remarks or statements, including implied threats and verbal abuse that is threatening or degrading;
- Displays of hostile, bullying, or aggressive behavior;
- Conduct or behavior that creates a reasonable fear of injury to person;
- Intentional damaging of Institute property or property of another employee;
- Possession of a weapon, hazardous device or substance on Institute premises or worksite (firearms, knives, nun chucks, explosives, etc.);
- Committing acts of violence toward co-workers, clients, or domestic partners or family members;
- Physical assault of co-workers, clients, or domestic partners or family members.

Conduct that threatens, intimidates, or coerces another employee, student, a customer, vendor, partner, contractor, family member, or a member of the public at any time, including while the employee is off-duty, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s race, color, national origin, religion, sex, age, disability, or other basis protected by applicable law.

Employees must report all threatened or actual violence, whether direct or indirect, and all suspicious individuals or activities to their immediate supervisor or any other member of management as soon as possible. This includes threats by employees as well as threats by contractors, vendors, clients, family members, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible. This will assist the Institute in evaluating the threat level and potential risk of violence.

Any person engaging in threats or actual violence will be removed from Institute premises as quickly as safety permits. Individuals who have been removed from Institute premises shall remain off the premises pending the outcome of Institute and/or criminal investigations. The Institute may pursue no trespass action against any employee or person who is a threat to the safety and security of the workplace.

The Institute will promptly and thoroughly investigate all reports of threatened or actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the

integrity of its investigation, the Institute may suspend employees, either with or without pay, pending investigation. The Institute may also, at its option, discipline or terminate the offending employee; reassign job duties; terminate or suspend business relationships with contractors, vendors, or clients; or initiate criminal prosecution of the person or persons involved. No existing Institute policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

No employee will be subjected to retaliation for the good faith reporting of any threat or perceived threat.

## RESPONDING TO SPECIAL NEEDS OF STUDENTS

(Board of Directors Manual EL 7.3)

The following is provided as guidance to Faculty and other employees. The U.S. Department of Education, Individuals with Disabilities Education Act (IDEA) is a four-part (A-D) piece of legislation that ensures students with a disability are provided with a Free Appropriate Public Education (FAPE) that is tailored to their individual needs. IDEA was previously known as the Education for All Handicapped Children Act (EHA) from 1970 to 1990. In 1990 Congress reauthorized EHA and changed the title to IDEA. Public Law No. 94-142 (IDEA)

The Dr. Ida Rolf Institute is committed to meeting ADA and IDEA requirements to the extent possible.

It is the responsibility of the Executive Director and instructional staff, faculty, and assistants to ensure no violations of relevant and required federal laws pertaining to ADA and IDEA.

The Rolf Institute recognizes and adheres to IDEA and ADA requirements, with the following supports and limitations.

The Director of Education, in collaboration with the Admission's Officer and faculty, does arrange for specialized academic modifications to the learning environment for students with disabilities that we are able to accommodate. In general, The Rolf Institute will work with students to provide a variety of services that will accommodate their specific needs. The Dr. Ida Rolf Institute requires appropriate documentation of a disability to better enable students to meet the established academic standards. The Rolf Institute is generally able to meet the accommodations of those students with learning-related disabilities and may not be equipped or trained to accommodate students with physical disabilities. A case-by-case determination will be made in accordance with the law.

### **Some Common Types of Accommodations for Students**

All students with documented learning or physical disabilities shall receive a written accommodations plan outlining the specific learning or physical challenges, and the accommodations to ensure students have equal access to the learning environment.

The following accommodations will be considered in the Dr. Ida Rolf Institute classroom setting and are subject to the approval of the Executive Director the training:

1. For students with documented special education learning disabilities
2. For non-native English speakers for use of review, interpretation, understanding and communication
3. For students with physical disabilities (504 plan).

It is not possible to list all possible accommodations, but they may include the following:

### **Extended Test Time**

A student who is eligible for extended test time will be accommodated on the day of the entrance exam by being given additional time beyond the normal three-hour time limit.

### **Distraction Free Testing**

The Rolf Institute has a conference room that can be used to eliminate distractions that might occur in a regular classroom. During distraction free testing, the test taker will be alone in the room with a staff member nearby.

### **Test Readers**

The Rolf Institute does allow another student to serve as a test reader during the exam as needed and requested.

### **Alternative Format Testing**

Accommodations can be made for the testing environment to be modified (e.g., braille copies) or for the exam to be given orally if necessary.

### **Advising Support**

All students who attend The Rolf Institute have access to the Enrollment Manager/Financial Aid Officer and Director of Education for advising as needed. Faculty members also serve as advisors to help students stay on the right track to obtain their certificate.

### **Notetakers**

The student may hire a note taker, at their expense, to assist in note taking during a class. This is usually a student from another class not in session as they are better able to accommodate and understand the language of the instructor and this allows for less disruption to the class flow.

### **Interpreters**

The student may hire an interpreter, at their expense if they do not clearly understand the English language since all our classes are taught in English. This is usually a student from another class not in session or Rolfer® as they are better able to accommodate and understand the language of the instructor and this allows for less disruption to the class flow.

## **Assistive Technologies**

Students may be provided assistive technologies for hearing impairment, blindness, or other learning or physical disabilities as available for a reasonable cost.

## **PROFESSIONALISM AND DIRI WORK RULES**

The Institute strives to provide a productive and supportive work environment for all employees. In turn, the Institute expects a productive effort and the recognition of responsibility on the part of its full and part-time employees. Each of us has the responsibility to our fellow workers to conduct ourselves according to certain rules of good behavior and professional conduct and performance. To facilitate this positive work environment, employees are required to read, understand, and follow these rules in their day-to-day work.

The following work rules serve as a guideline for the types of behaviors that are likely to result in disciplinary action up to and including termination. It is not possible to list all prohibited behaviors, but the following will provide examples:

- Threats to the rights and safety of others, including both verbal and physical acts.
- Stealing or misuse of The Dr. Ida Rolf Institute funds or property or the property of others or incurring unauthorized expenditures.
- Language or actions which are inappropriate to the workplace, or which create a hostile work environment or contribute to a discriminatory or harassing environment.
- Display of offensive pictures, drawings, or photographs
- Reporting to work under the influence of alcoholic beverages, marijuana, or illegal drugs; use, sale or possession of illegal drugs and narcotics in the workplace.
- Falsification of Institute records like time records, employment applications, and expense reports, etc.
- Violation of student, client, faculty, membership, or organizational confidentiality.
- Violations of safety rules or the gross or intentional endangerment of the safety of self or co-workers.
- Excessive absences or lateness.
- Failure to comply with The Dr. Ida Rolf Institute® policies.
- Insubordination.
- Unsatisfactory performance.
- Solicitation, acceptance, or offering of monetary value including gifts, gratuities, favors, entertainment or loans from any person who: 1) has or is seeking to obtain contractual, or other, business or financial relations with the Institute to include: students, faculty, or members (thank you gifts under \$50 from vendors, current students, or members are excluded); or 2) has interests that may be substantially affected by the performance or nonperformance in the employee's duties.
- Improper disclosure, misappropriation, or use of the Institute's confidential information, intellectual property (i.e. Rolfing® structural integration, Rolf

Movement® integration, Advanced Certified Rolfer™ and all related required continuing education courses), trade secrets, or other property belonging to the Institute.

- Breach of duty of loyalty.

### **Employee Code of Conduct**

All employees are expected to follow the following code of conduct:

1. Keep the welfare and needs of the student/client foremost in our minds in our professional practice.
2. Create a safe environment:
  - a. Do no injury or harm to any individual.
  - b. Do not create an unreasonable risk of any individual being harmed or mistreated.
3. Protect confidentiality of any sensitive conversation between us and the student/client.
4. Refrain from physically or sexually assaulting any person who may be considered as under our professional influence:
  - a. Abide by the DIRI Draping Policy (see below). Neither classroom nor clinic roles involve the practitioner disrobing.
  - b. The practitioner guides the individual's awareness through hands-on movement, touching the head, neck, shoulder girdle, rib cage, pelvis, legs, arms, hands, and feet, in the context of the professional relationship in the lesson.
5. Respect the legal and civil rights of any person.
6. Refer students/clients to physicians and other professionals as needed and/or indicated.
7. Represent ourselves clearly, objectively, and honestly about training and experience:
  - a. Inform student/clients as to fees and conditions of work, expected duration, and results.
  - b. Describe ourselves as teachers of structural integration and awareness using the Ida P. Rolf Method (Rolfing®) and clearly state when we are teaching by this method and when we are not.
8. Be honest in all dealings, professional and otherwise.
9. Do no fraud or misrepresentation in any business or professional activity.
10. Do not practice under the influence of alcohol or any controlled substance.
11. Cooperate fully in the event of any grievance:

- a. Reasonably respond to inquiries, furnish papers and explanations as requested.
- b. Follow the result of a grievance procedure, as agreed.
- c. Do not interfere with the investigation of any complaint or grievance proceeding by misrepresenting facts or by threatening or harassing anyone involved.

12. Establish cooperative professional relationships with other practitioners and other professions.

### **Draping Policy** (Board Policy Manual)

The Dr. Ida Rolf Institute (DIRI) promotes respect for the individual, and upholds each individual's bodily autonomy, privacy, and the right to determine the appropriate and comfortable level of touch, dress, and bodily coverage during Rolfing® SI and Skillful Touch sessions at DIRI. Given the nature of Rolfing work, it is important for the practitioner to have direct access to the physical body of the client during assessments, table work, and reassessment.

At no time does this access include full nudity, and clients must comply with the *Clothing and Coverage Details* outlined below. For additional comfort, Rolfing students and practitioners provide sheets and blankets.

### **DIRI Clothing and Coverage Details**

Rolfing clients are asked to wear minimal clothing, to the level of their comfort, to allow the Rolfing students and practitioners appropriate access during the session. Clients of all genders must wear either underwear, running shorts, bathing suit bottoms, or other appropriate coverings always. Additionally, people with breasts must wear a bra, tank top, or another chest covering. Demonstration clients, who receive sessions from an instructor or an assistant, as well as clinic clients, who receive sessions from student practitioners, are required to bring and wear appropriate attire. The DIRI Clinic Coordinator informs potential clients of these policies during the clinic application process. Clients must confirm in writing that they understand these policies and are willing to perform this role and receive sessions in the appropriate attire.

Rolfing students and practitioners remain fully clothed in the classroom, unless receiving touch practice, a session from a peer, or modeling during a lesson. At those times, students must adhere to the same Clothing and Coverage Details outlined for clients above.

### **Dress Code**

All employees must maintain a neat, professional, and clean appearance and dress appropriately for their position and duties.

### **Professional Communications**

The Institute encourages an open environment in which all employees are encouraged to express themselves and where issues raised are responded to in an appropriate and timely manner through appropriate channels and in constructive ways. We believe that open and direct communication produces a richer and more productive workplace, enhances the quality of decisions, and improves the quality and value of the work we do in the world. It is expected that all employees will use open, civil, and professional written and verbal communication to solve routine problems and conflicts that may arise. To resolve communication difficulties, an employee may request a supervisor's assistance for mediation and facilitation. An employee may also file a grievance using the grievance procedures, above.

If, after completion of an investigation by the supervisor or Executive Director, there is no resolution of the issues, the complainant may petition the Chair of the Board to establish an ad hoc grievance committee to help address the problem, or the complainant may file a grievance as provided above. The decision of whether to establish an ad hoc grievance committee is at the Chairperson's sole discretion.

### **Promptness/Absenteeism**

Regular attendance is expected of all employees. Days and hours scheduled to work may vary according to job requirements and needs, including working remotely with permission from the Executive Director. An employee is required to notify their supervisor as soon as possible if there is a need to be absent or late to work. If an employee is absent for three consecutive days without notification, it will be considered a voluntary resignation.

### **Time off due to Weather Closure**

DIRI follows the Boulder County School District School Closure decisions. (See <https://www.bvsd.org/>) When the Institute is closed because of inclement weather (snow, ice, etc.) or other reasons, employees are not required to come to work and will be paid for the day. As much as possible, employees are asked to complete work remotely from home during this day.

### **Meal, Rest, and Lactation Breaks**

Employees are entitled to meal, rest, and lactation breaks consistent with applicable state or local laws. For instance, employees working at the Institute are entitled to an unpaid 30-minute lunch break and one 10-minute paid rest period for each four hours (or major fractions thereof) worked, or as close thereto as possible. The Institute voluntarily offers paid lunch breaks to certain eligible employees as provided in this Handbook. The Institute also accommodates nursing mothers.

### **Computer and Phone Use**

All employees will be given a personal email address and voicemail associated with the Institute. The voicemail and email address are to be used for DIRI business only. The Institute's computer and internet use is limited to DIRI business.

## **Use of DIRI Credit Cards**

Employees who are issued a DIRI credit card must sign the *DIRI Credit Card Agreement* which sets limits on the use of the bank card that has been issued in the employee's name on behalf of the Rolf Institute through the DIRI Bank. The purpose of issuing individual cards is to eliminate the use of a debit card with direct links to a bank account, to increase departmental and individual accountability, to provide flexibility for small purchases, and to increase initiative in moving projects forward. They also allow for individual accountability, with tracking by person, clear expenditure limitations, and payment by monthly accounts payable, rather than real time expenditures. If necessary, bank cards allow for items to be cancelled or returned if needed. Employees are encouraged to use their cards, when necessary, as billing and payment by check is always preferable. By accepting the use of a DIRI bank card, the employees are acknowledging they understand the related RISI financial policies and procedures as outlined below. Cards may be used with the following limitations:

- Sign your card ASAP and keep it in a safe location Report lost or misplaced cards to Accounting and the Executive Director immediately.
- Monthly expenses may not exceed annual budgeted amounts for preapproved categories or itemized expenditures.
- All expenditures must be for DIRI use only. Under no circumstance may the card be used for personal use.
- Bank cards may only be used in instances where a vendor invoice cannot be provided to accounting to pay with a DIRI check.
- Do not overspend your card limit.
- Turn in receipts for all bank card purchases to accounting immediately after making purchase.
- Do not give your card to anyone else to use without the expressed permission of the Executive Director.
- The Executive Director and/or Department Chair are responsible for reviewing and validating monthly statements for all bank cards.
- In case of termination, resignation, or change of employment, employees shall immediately return the card to the accounting office and may not make any further purchases using the card after their last date of employment.

## **IT Policy**

### **Use of Company Technology**

DIRI's computer and related technology systems, which includes hardware, software, intranet, Internet access, work records, directories, files, databases, instant message systems (Teams, Slack, Jabber, Webex, Google Workspace), and email system ("Institute Technology") is the property of DIRI and should be used and accessed primarily for the Institute's purposes and to perform your job duties. All information and data that is electronically stored in or created using Institute Technology also belongs to DIRI and is to be accessed and used solely in the conduct of your duties for DIRI.

### No Expectation of Privacy

Though DIRI understands that its employees may, on occasion, access or use Institute Technology to conduct personal business, including sending and receiving e-mails, employees shall have no expectation of privacy with respect to the employee's use of the Institute Technology.

All documents, work product, emails, instant messages, directories, files, and other information created, received or accessed by any employee using Institute Technology, including but not limited to, private email accounts (if accessed by or stored on the Institute's Technology), Internet history, voice mails, documents, files, logs, and communications sent or received on Institute Technology are subject to Institute monitoring without further notice to employees. DIRI maintains the right to monitor and view all Internet searches, directories, files, and all other content and electronic communications (emails and voice mails) accessed, transmitted by, downloaded, or stored in Institute Technology systems.

### Use of Institute Email

DIRI's email system should not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-job-related activities. Institute emails should be used for business purposes.

Employees should use professional language when drafting email communications.

### Acceptable Use of Institute Technology

Institute Technology is not to be accessed or used in any way that may violate DIRI's policies, including, but not limited to, unlawful discrimination and harassment policy, workplace violence policy. Institute Technology should not be used in any manner that may be disruptive, offensive to others, or harmful to morale. Specifically, DIRI strictly prohibits any display or transmission of material that can be construed as creating a hostile work environment, including sexually explicit or obscene images, messages, or cartoons, or the transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on race, color, national origin, religion, sex, age, disability, or other protected characteristics. Under no circumstances should Institute Technology be used to stalk, harass, or threaten any employee, client, vendor, or any person outside the workplace.

These prohibitions apply whether or not an employee is using Institute Technology on a break or meal period.

As noted above, Institute Technology is to be used primarily for Institute business. Do not use Institute Technology to conduct a side business, or to conduct illegal activities.

Should an employee receive unsolicited prohibited material over Institute Technology, the employee must refrain from disseminating such materials to other persons either within or outside DIRI and should inform the sending party that the receipt of such information

violates the policies of DIRI. If the conduct persists and the sending party is an employee of DIRI, the receiving party should notify the Executive Director.

The e-mail system also shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without proper authorization.

#### Access to Electronically Stored/Created Information

Employees are provided access to Institute Technology and any electronic information, received, stored, or created thereby for the purpose of conducting DIRI's business. Employees should not access or use DIRI's confidential or proprietary information for any purpose other than for the conduct of DIRI's business.

#### Downloading of Software or Program Files

Malware, including viruses, worms, ransomware, spyware, phishing, and the like can result in corruption or damage to files or unauthorized entry into DIRI's computer system and networks. Therefore, employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from the **IT department. All files or software should be passed through virus-protection programs prior to use.** Do not open emails and attachments to emails from people that you do not know or from which you are expecting to receive an email. Malware, spyware, viruses and worms are frequently transmitted through email attachments.

#### Training

From time-to-time DIRI will require that you participate in training designed to inform you of threats and how to recognize them and to avoid them. Refusal to participate in or complete IT training will result in disciplinary action, up to and including termination of employment.

#### Passwords

Employees should not provide their passwords to any persons other than IT personnel. Employees must create passwords that comply with IT standards and must change passwords when directed by IT.

#### VPN

To the extent that DIRI has a virtual private network ("VPN"), the VPN should be accessed from secure and private wi-fi networks only. Employees are prohibited from accessing the VPN through public and unsecure wi-fi networks.

#### Violation of Policy

Violation of this policy will result in appropriate disciplinary action, up to and including termination of employment.

## **Confidentiality Policy**

During your employment with DIRI, you will have access to DIRI confidential, proprietary, and trade secret information. Confidential information includes, without limitation, the Roling Methods and Roling Materials; financial information, fee structure, compensation and other related information; data, databases, documents, files, electronically recorded information, books papers, records, specifications, compilations of information and other related information; computer programs, software, spreadsheets, programming, software specifications, and other information and materials relating to computer software; equipment, computing systems, hardware, devices, apparatus, technology and systems integration and technical information; research and development information, trade secrets, know-how, methods, and studies; other information and materials disclosed in confidence to an employee, directly or indirectly, either orally or in writing, by the Institute; and any derivative works, improvements or modifications to any of the foregoing, and any other information or materials created, In whole or in part, by using any of the foregoing. Such information need not be labelled as “confidential” to qualify as confidential. Such information is a valuable asset of DIRI. You may not use or disclose confidential information, except as needed for the performance of your job duties or as otherwise required by law.

Examples of confidential information:

- Information that DIRI has labeled as “Confidential” or “Proprietary” is not intended for distribution outside of DIRI.
- Information that is of value to our competitors because it is not known to them is considered confidential even if it is not labeled.
- Certain proprietary protocols, methods, processes and modalities and proprietary educational programs and trade secrets related to the theory and practice of manipulating the deep connective tissue of the body to achieve structural integration, including, without limitation, Roling® structural integration, Rolf Movement® integration, Advanced Certified Rolfer™ and all related required continuing education courses.
- Trade secrets, internal financial information, marketing plans.
- Personal identifying information about employees, clients, students, or volunteers.
- Information that you received or DIRI received under an express or implied secrecy obligation.

## **Your Obligations**

Confidential information must not be disclosed to anyone except where required for a DIRI business purpose. You may not use or access confidential information for your own personal benefit. If you are unsure about the confidential nature of specific information you must ask your supervisor for guidance. ***DIRI may require all employees to sign a confidentiality and proprietary rights agreement.***

Violations of this policy will subject you to appropriate disciplinary action, up to and including termination.

### Defend Trade Secrets Act Notice

Notwithstanding the foregoing, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

## INTELLECTUAL PROPERTY

The Institute is the sole owner of all Institute's intellectual property, including all Rolwing trademarks, Rolwing copyrights, confidential information, Rolwing methods, Rolwing materials and any derivative works, improvements or modifications to any of the foregoing, and all intellectual property rights related thereto. Employees may not take any action to jeopardize, limit or interfere in any manner with the Institute's ownership of and rights with respect to the Institute's intellectual property.

## CONFLICTS OF INTEREST

### **Duty of Care and Duty of Loyalty**

Under the law, Board members, faculty, and other employees of DIRI may owe a *duty of care* and a *duty of loyalty* to the Institute. Even though they may serve as volunteers, individuals who hold such positions may be held legally liable to the organization – and the organization may likewise be held legally liable to others – if these duties of care or loyalty are violated and damages result.

Avoidance of conflicts of interest is also an obligation of Board members, faculty and other employees.

Board members, faculty and other employees of the Dr. Ida Rolf Institute must always act reasonably and in the best interests of the organization; they must avoid negligence and fraud in performing their activities on behalf of the DIRI; and they must avoid conflicts of interest between their duties to the DIRI and their duties to other organizations.

A conflict of interest arises when your personal interest might contradict or conflict with the interest of DIRI. Some examples of a conflict of interest are listed below:

- Using your position within DIRI to your personal advantage.
- Engaging in activities that will bring direct or indirect benefit or profit to a DIRI competitor.
- Using DIRI equipment, intellectual property, confidential information, or assets to support an external business, whether you own the business, or the business is owned by another person.
- Accepting gifts, gratuities, entertainment or other offers from a vendor, customer, organization, or person with which DIRI does business when such gifts, gratuities, entertainment or other offers are not available to others in DIRI, or the acceptance of such gifts are prohibited by law
- Directing DIRI to purchase goods. or services from an organization or entity controlled or owned by you or your relatives.
- Participating in civic or professional organization activities in a manner that divulges confidential DIRI information.
- Misusing privileged information or revealing confidential information to outsiders.
- Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of DIRI business.

In general, DIRI advises you to refrain from letting your personal and/or financial interests and external activities come into opposition with DIRI's fundamental interests. Understanding the circumstances which may result in a conflict of interest is the first step to avoiding a conflict of interest. When you suspect or know that a conflict of interest may exist or exists, you must bring this matter to the attention of the Executive Director so that solutions may be discussed, and corrective actions may be taken.

In cases where an employee has deliberately concealed a conflict of interest or when a solution to a conflict of interest cannot be found, disciplinary action may be taken, up to and including termination of employment or the relationship.

## BULLETIN BOARDS

The Institute maintains employment-related posters and information at its central location in Boulder, Colorado on the bulletin board in the conference room near the lobby. To the extent an employee has not been shown where to access these posters, the employee should contact the Executive Director. Current posters are also attached to this Handbook. Please note that these posters change frequently as the laws change, and the Institute will strive to update these posters each year or as they are published.

## PRIVACY OF RECORDS

### **Personnel Records**

The Executive Director or designee maintains all personnel files. An employee may review their own file once per calendar year in the presence of their supervisor, or as otherwise allowed by law. Personnel files may not leave the premises.

### **Keeping Files Current**

Employees should keep their personal information up to date by notifying The Dr. Ida Rolf Institute in writing of any changes in name, address, telephone number, marital status, number of dependents, beneficiaries, and persons to be notified for emergency purposes.

### **Requirements for Client Privacy and Records Storage**

Based on the *General Data Protection Regulations* (GDPR), faculty and staff are required to keep confidential all client information:

1. There shall be no disclosure, whether in writing or verbally, of any such information to anyone outside the Rolf Institute Community Client Clinic except as otherwise specifically and explicitly authorized by the DIRI Executive Director, Director of Education, or designee (i.e., Clinic Coordinator, faculty, or assistant).
2. Access and/or disclosure of information to fellow employees of the Rolf Institute is permissible only if:
  - a. The person is currently employed at the Rolf Institute and
  - b. Such disclosure is for the sole purpose of providing the fellow employee with information necessary for the performance of his/her assigned duties.
3. Health questionnaires and intake forms shall not be removed from the facility, and the record, or any portion thereof, shall not be copied except as specifically authorized by the Rolf Institute Community Client Clinic, RISI Executive Director, Director of Education, or Designee (i.e., faculty or assistant). Only authorized DIRI staff will release health records and then only upon written consent.
4. Clients shall be given the opportunity to review the contents of their Rolf Institute Clinic file under the direct supervision of DIRI Executive Director, Director of Education, or Designee (i.e., Clinic Coordinator, faculty, or assistant).
5. Clients may retain a copy of their photos taken during their Clinic sessions.
6. DIRI faculty, assistants and the Clinic Coordinator shall maintain basic security of client records.
7. Students may retain a copy of their client's photos (whether classmate or community) only if the client signs the authorized release form.
8. The DIRI Marketing Department will not use any photos unless a release form, signed by the client, is received and on file first.

9. Upon completion of the Clinic, all client records shall be maintained in a locked file cabinet and/or deleted.
10. Violation of the confidentiality policy by a DIRI employee, student, or anyone else in any other approved role, shall be grounds for disciplinary action.

**FERPA Requirements for Student Privacy** (Board Policy Manual EL 7.2)

The Dr. Ida Rolf Institute complies with the provisions of the *Family Educational Rights and Privacy Act of 1974*, as amended, and regulations promulgated there under. The Family Educational Rights and Privacy Act (FERPA) affords eligible students with certain rights with respect to their education records. They are:

1. The right to inspect and review the student's educational records within 45 days of the day the school receives the request for access. A DIRI student should submit to the Director of Education a written request that identifies the record they wish to inspect. The Director of Education will decide on access and notify the student of the time and place when the record may be inspected. If the record to be inspected is not maintained by the Director of Education, the student will be advised of the correct official to whom the request should be addressed.
2. The right to provide additions to their record which clarify what the student believes are inaccurate or misleading in their record. A student should write to the Director of Education and clearly identify the part of the record they want clarified and specify why it is inaccurate or misleading. If the Rolf Institute decides not to amend the record as requested by the student, the student will be notified of the decision and advised of their 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.
3. The right to consent to disclosures of personally identifiable information contained in a student's educational records, except to the extent that FERPA authorizes disclosure without consent. Disclosure without consent is granted to the Rolf Institute officials with legitimate educational interests. A Rolf Institute official is a person employed by the Rolf Institute in an administrative, supervisory, academic, or support staff position or a student assisting another Rolf Institute official in performing their tasks, i.e., a teaching assistant. A Rolf Institute official has a legitimate educational interest if the official needs to review a record to fulfill their professional responsibility.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by The Rolf Institute to comply with the requirements of FERPA. The name and address of the office that administers FERPA is Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave., S.W., Washington, DC 20202-4605.

**Policy on Video and Audio Taping in class**

The use of tape recorders or similar equipment, iPod, cell phone technologies, and video

recording equipment in the classroom is prohibited without written consent from the Executive Director.

Tape-recorders or similar equipment are most often used by students with manual impairments or language needs. Faculty may seek permission, on behalf of the student with such challenges, from the Executive Director /Administrator hosting the training allowing the student to tape record during class for the purpose of their educational needs. The student must agree in writing to use the tapes only in connection with their personal understanding and, at the completion of the course, will turn over all tapes to the Executive Director /Administrator at the end of the last class.

### **Defend Trade Secrets Act Notice**

You will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney, if such disclosure is made solely for the purpose of reporting or investigating a suspected Institute violation of law. You will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that you make in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit alleging that the Institute retaliated against you for reporting a suspected violation of law, you may disclose the trade secret to your attorney and you may use the trade secret information in the court proceeding relating to such retaliation. However, if you file any document containing the trade secret, it must be filed under seal; and you may not disclose the trade secret, except pursuant to court order.

## **EMPLOYEE PERFORMANCE EVALUATIONS**

The Rolf Institute recognizes the value of annual feedback to employees regarding their performance.

Accordingly, the Institute will strive to provide annual performance evaluations consistent with the following general guidelines.

### **Purpose of Performance Evaluations**

A Performance Evaluation is a multi-purpose tool used to:

1. Measure actual performance against expected performance
2. Provide an opportunity for the employee and the supervisor to discuss job performance
3. Identify employee training and development needs, and plan for career growth
4. Identify skills and abilities for purposes of promotion, transfer, and reduction in force
5. Support alignment of organization and employee goals

6. Provide the basis for determining eligibility for compensation adjustments based on merit

The primary purpose of a Performance Evaluation is to provide an opportunity for open communication about performance expectations and feedback.

**Instructors Evaluation** (Board of Directors Manual EL 8.6 Faculty Evaluations)

The Rolf Institute recognizes the value of annual feedback to faculty and assistants regarding their performance.

Accordingly, the Institute will strive to provide faculty and faculty-assistant annual performance evaluations that meet these general guidelines.

The following documents/information may be reviewed by the Director of Education:

1. Evaluations by students (Scantron and written comments)
2. The instructor's self-evaluation
3. The assistant's evaluation of the instructor

**FDRB and RFOC Oversight**

Two DIRI Board committees work with faculty development, including the Teacher in Training program and oversight of faculty development. The Regional Faculty Oversight Committee (RFOC) is responsible for working with the administration in the day-to-day coordination and evaluation of *Teacher in Training* candidates, faculty concerns, and faculty development for USA faculty.

The Faculty Development Recruitment Committee (FDRB) is an international committee with oversight of certifying teachers based on the DIRI Teacher Standards. The FDRB is responsible to ensure that all RFOC maintain a consistent application and training process for *Teachers in Training* and maintain quality standards for hiring assistants and approving teachers.

If there are concerns (significant negative scores or comments), then the Director of Education will inform the Executive Director, the FDRB chair, and one additional member of the RFOC/FDRB – to be rotated among the committee members. The two FDRB members reviewing the information will include one faculty representative and one membership representative.

1. In the case of an ethical or legal issue, the DIRI Board of Directors will review and have primary oversight for any related personnel decisions. The Board of Directors' Chair will notify the chairs of the RFOC and the FDRB of the Board's decisions.
2. At the DIRI Board of Directors' discretion, the DIRI Ethics Committee may have oversight for the review and recommendations for ethics complaints against an instructional employee. The RFOC and FDRB committee chair shall be notified of the complaint and the final recommendation from the Ethics Committee to the DIRI Board of Directors.

3. The DIRI Board of Directors has sole discretion to terminate, place on probation, or take any other actions regarding employees.
4. In the case of a pedagogical issue, the RFOC/FDRB will be informed and shall work with the instructional employee to address the concern. The RFOC/FDRB recommendations shall be put in writing in the employee's growth plan and signed by the committee chair and employee, with a cc to the Executive Director and the DIRI Board of Director's chair.
5. In the case of both ethical/legal and pedagogical issues, the DIRI Board of Directors shall be responsible to work with the RFOC/FDRB and Ethics Committee to resolve the issue through reviews and final resolution.

### **Employee Development**

It is the desire of the Institute, within fiscal constraints, to assist employees in increasing the effectiveness of their performance in their present position as well as to encourage employees to obtain skills, knowledge, and abilities which may improve their opportunities for career advancement.

Such opportunities may include on-the-job training, courses, seminars, conferences, lectures, meetings, workshops, and participation in professional and technical associations.

Each employee has the primary responsibility for individual development and should make their training and development interests known to their supervisor.

Supervisors are encouraged to assist employees in setting and attaining development goals which will enhance employees' contributions to the Institute.

### **Faculty Continuing Education Requirements**

The Dr. Ida Rolf Institute requires that all teaching faculty participate in a minimum of 21 hours/three credits of continuing education ("CE") per year they are teaching. This is to ensure that faculty maintain and improve competence in technical and instructional skills through continuing education related to our program's objectives.

- 1-3 hours must be in area or improving technical knowledge or skills; or
- 1-3 hours must be in instructional skills
- CE must be earned in both the technical and instructional areas within a three-year period.

These credits must be relevant to the Rolf Institute curriculum and must be registered with the Rolf Institute by January of the year in which the faculty member is to teach.

Copies (not originals) of the certificates must accompany the CE Verification Form.

Satisfactory documentation of continuing education includes a certificate or letter acknowledging participation from the workshop presenter, or a receipt of payment for the offering.

Faculty members who do not complete their continuing education will be considered out of compliance with Rolf Institute policy and will be required to complete their requirement before resuming teaching responsibilities. They may also be subject to disciplinary action, up to and including termination.

## WAGE AND SALARY ADMINISTRATION

### **Employment Classifications**

The Fair Labor Standards Act (FLSA) classifies all employees into two categories with respect to overtime pay: exempt and non-exempt. Categories of DIRI employees are as follows:

- **Exempt** - Exempt employees are those employees who perform duties that are exempt in nature and, with respect to some but not all positions, are paid on a salaried basis without regard to the number of hours worked. Some positions, such as faculty (i.e., teachers and lecturers), are considered exempt even if they are not paid on a salaried basis. Exempt employees are exempt from state and federal overtime laws.
- **Non-Exempt** - Non-exempt employees perform non-exempt duties and are paid for each hour that they work. Non-exempt employees may be paid on an hourly or salaried basis, but generally they will be paid on an hourly basis. These employees are not exempt from state and federal overtime laws.

*In addition*, the Institute classifies employees as follows:

- **Temporary**- May be either full or part-time appointments with a specific timeline, task, or funding cap. Individual hire letters will define pay, length of appointment, and benefits.
- **Regular Full-time Employees** - Those employees who are regularly scheduled to work at least 38 hours per week and who maintain continuous regular employment status. Regular, full-time employees are eligible for most or all the voluntary benefits offered by DIRI.
- **Regular Part-time Employees** - Those employees who are regularly scheduled to work less than 38 hours per week and who maintain continuous regular employee status.

## **Pay Procedures**

Employees may be compensated on an hourly basis or on a salary basis. Hourly employees' pay is computed according to actual hours worked. Salaried employees' pay is computed based on a fixed salary (annualized). Currently, staff employees are paid semi-monthly, on the fifteenth (15<sup>th</sup>) day and the last day of each month. Faculty and faculty-assistant employees are paid per the terms of their employment contract. On each payday, employees will receive, in addition to their check or direct deposit statement, a statement showing gross pay, deductions, and net pay. Local, state, federal and social security taxes will be deducted automatically. No other deductions are made unless required or allowed by law, contract, or employee obligation. Employees may elect to have additional voluntary deductions taken from their pay only if they authorize the deductions in writing.

## **Workweek**

The Institute's workweek begins at 12:01 am on Sunday and ends at Midnight on Saturday.

## **Timekeeping Policy**

Time worked includes all time that an employee is actually performing duties for the Institute. Time worked is used for various purposes, such as to calculate overtime and sick leave pay for non-exempt employees. Each non-exempt employee will be required to complete a Timesheet on a weekly basis, consistent with DIRI's then-current procedures. Questions about DIRI's procedures should be directed to the Executive Director or their designee.

Altering, falsifying, tampering with time records, recording time on another employee's timesheet, or intentionally recording time that an employee has not worked is considered an egregious violation and will result in disciplinary action, up to and including termination of employment.

## **Overtime Pay for Non-Exempt Employees**

DIRI conforms to the terms of the Fair Labor Standards Act and the Colorado wage laws regarding the payment of minimum wages and overtime pay. These laws and their regulations establish criteria for determining which positions are "non-exempt." DIRI conducts a review of the duties and the terms of each position to determine whether an employee should be classified as "non-exempt" or "exempt." Your classification may be modified from time to time as required by law or in the Institute's discretion after evaluating your duties.

It is the policy of DIRI that non-exempt employees complete work within normal work schedules without unreasonable overtime; however, the demands of the program, unusually busy periods in the office, or department workloads will, at times, require overtime work. **All overtime work must be performed with the knowledge and prior approval of the employee's Supervisor.**

### **Overtime Hours**

Federal and/or state law requires that all hours actually worked by non-exempt employees over 40 hours per week, 12 hours per day, or 12 consecutive hours shall be paid at time and one-half the employee's regular rate of pay. For example, if a non-exempt employee with a regular schedule of 30 hours per week works 45 hours in one workweek, the 10 hours over 30 would be paid at the employee's regular rate of pay, and the 5 hours of overtime (i.e., the 5 hours over 40 hours) would be paid at one and one-half times the regular rate of pay. Any paid time off hours (i.e., holiday, PTO, or PSL) do not represent actual hours worked and do not count towards the calculation of overtime hours.

### **Equal Pay for Equal Work**

DIRI will comply with the requirements of the Colorado Equal Pay for Equal Work Act.

### **Unemployment Insurance**

DIRI contributes to the State Unemployment fund for every employee. Employees may be eligible for unemployment compensation in accordance with state unemployment regulations.

### **Expense Reimbursement**

Should an employee expend personal funds for business purchases (which purchase must be pre-approved by the Executive Director), DIRI will reimburse the employee within ten days upon presentation of the appropriate receipt for expense and a purchase description.

All mileage incurred to conduct approved DIRI business will be reimbursed at the current IRS rate set on January 1 of each year/per mile. Reimbursement is processed upon submission of receipt.

### **Wage and Salary Changes**

Any changes in employee status or pay will be documented and signed on the appropriate personnel action form by the Supervisor and submitted to the Executive Director. Generally, pay levels are evaluated based on budget changes and needs, changes in roles and responsibilities, education and experience, and performance reviews. Performance reviews may occur from time to time and will be conducted by the either the employee's supervisor, the Regional Faculty Oversight Committee (RFOC), the Faculty Development and Review Committee, the Executive Director, or the DIRI Board of Directors.

## **EMPLOYEE VERSUS INDEPENDENT CONTRACTOR STATUS**

### **Faculty -- Status as Employees**

Under state and federal law, faculty members constitute employees of the Institute, with limited exceptions. Faculty may constitute independent contractors only IF and WHEN

they are teaching a course over which they have a sufficient degree of control and independence. Many factors are relevant in determining whether a worker has a sufficient degree of control, which include but are not limited to control over what the worker does, their financial, business, and economic operations, how the worker does their job, and the nature of the relationship between the parties. The IRS, the state and federal departments of labor, and the courts utilize numerous factors in making these determinations, and the Institute is legally obligated to carefully weigh and evaluate these factors when determining whether a faculty member must be treated as an employee versus as an independent contractor. Currently, the U.S. Department of Labor uses multiple factors, which are non-exhaustive and none of which are dispositive, to make the determination. These factors include: opportunity for profit or loss; investments by the worker and the employer; degree of permanence of the work relationship; nature and degree of control; extent to which the work performed is an integral party of the employer's business; and skill and initiative.

**The determination of whether a faculty member constitutes an employee or independent contractor for a particular course or program rests in DIRI's absolute and sole discretion, subject to applicable state and federal laws. In any event, no persons or entities are permitted to use DIRI's trademarks, property, logos, trademarked programs, or other intellectual property except to the extent expressly authorized in a written agreement signed by both DIRI's Executive Director and the faculty member.** If a faculty member is permitted to teach a course as an independent contractor, they will first be required to sign a written independent contractor agreement.

For purposes of the above determination, "substantial control" means that the faculty member exercises substantial control over most aspects of the course offering and the course/program, including, without limitation, the: 1) preparation of course curriculum, course models, syllabi, schedules/hours, materials, standards, evaluations, etc.; 2) administration and direction of the course/program; 3) handling of admissions, registrations, payments, and other related functions; 4) provision of facilities, resources, tools, course materials, equipment, videos, quizzes, assignments, learning management system, etc.; 5) maintenance of appropriate insurance to cover potential liability, ethics liability, risk management, legal compliance liability issues, etc.; and 6) the ownership, costs, provision, and maintenance of intellectual property, such as trademarks, logos, copyrights, trade secrets, etc.

The Dr. Ida Rolf Institute® maintains ownership and control over the direction and administration of key aspects of all educational programs trademarked by the Institute including Rolfing® Structural Integration, Rolf Movement® Integration, Advanced Certified Rolfer® and all trademark-related required continuing education courses. DIRI's direction and administration of these educational programs includes, but is not limited to, the following:

- 1) legal compliance (DPOS, GA. Dept. of Ed, COMTA, USDOE, V.A., SEVIS, IASI, ISMETA, NCBTMB)
- 2) curriculum development and implementation, including without limitation course models, syllabi, scheduling and hours, materials, standards, glossary, evaluations, etc.
- 3) faculty training, supervision, and evaluation
- 4) admissions, registrations, payments
- 5) risk management (e.g., liability, ethics, etc.)
- 6) tools and materials (Canvas Learning Management System, course materials, etc.)
- 7) implementation of distance learning standards, development of course materials, handouts, videos, webpages, quizzes, assignments, etc.

Faculty Pay Structure: Faculty constitute “employees” under federal and state law when teaching any Dr. Ida Rolf Institute® trademarked program and/or administered and directed program, including Roling® Structural Integration, Rolf Movement® Integration, Certified Advanced Rolfer® certification program and Intermediate Continuing Education courses (CER). This includes the certification programs and the intermediate continuing education courses. Additionally, faculty may constitute “employees” when teaching other courses, depending on the extent to which they meet or do not meet the independent contractor standards set forth by law, as determined by the Institute. All required federal and state taxes and withholdings will be deducted from employee wages as required by law. Wages paid to employees will be subject to an IRS Form W-2. If a faculty member teaches a course for which the standards for independent contractor status are met, the compensation for those services will be subject to an IRS Form 1099 and will not be subject to employment taxes. In order to offer and teach a course as an independent contractor, faculty may be required to have an insurance policy in place as specified in an independent contractor agreement signed by both the faculty member and DIRI.

**Chart of Employee vs Independent Contractor Pay Structure:**

<b>Distinctions</b>	<b>DIRI Owned and Administered Courses</b>		<b>Faculty Owned and Administered Courses</b>
<b>Worker Status: Who administers and directs program (see #1 above)</b>	EMPLOYEE		INDEPENDENT CONTRACTOR
<b>Agreement type</b>	DIRI Faculty Agreement and Class Contract		Independent Contractor Agreement
<b>Intellectual Property</b>	<i>Owned by DIRI except for published scholarly work</i>		<i>Owned by faculty member; may not use DIRI trademarks, IP, trade secrets or curricula</i>
<b>Educational Program</b>	<i>All DIRI trademarked SI, RMI, AT certification programs, Required Continuing Education (CER) Programs. DIRI issues certification and CEU certificates with DIRI Logo.</i>		<i>All non-DIRI trademarked Continuing Education Elective (CE) programs developed by faculty. DIRI issues certificates without DIRI logo for a fee.</i>
<b>Tax status</b>	<i>W-4 Withholdings—IRS Form W-2</i>		<i>IRS Form 1099</i>
<b>Salary Pay type and rate</b>	<b>Salary Hourly Rate:</b>	<b>Salary Percentage of Tuition:</b>	<b>Percentage of tuition revenue flow through to faculty</b>
<p><i>“Initiated” defined: Faculty initiated=faculty decides to offer class off campus, DIRI still owns and administers class under IRS rules.</i></p> <p><i>DIRI initiated=DIRI decides to offer class on or off campus and owns and administers class under IRS rules.</i></p>	<p><i>On campus RMI, SI, or CER classes</i></p> <p><i>Off campus, DIRI initiated courses-AT, RMI, SI, CER classes</i></p>	<p><i>Off campus, faculty-initiated SI-70/30% of tuition revenue</i></p> <p><i>Off campus, faculty initiated RMI and CER-100% of tuition revenue</i></p>	<p><i>Continuing Education Elective-100% of tuition revenue</i></p> <p><i>May be on campus with rental fee if space available.</i></p>
<b>Administration/Services</b>	DIRI directs registration, certification, NCBTMB approval, etc.	DIRI directs registration, certification, NCBTMB approval, etc.	As a service, DIRI handles registration, certification and NCBTMB approval under faculty member’s name, etc.
<b>Admin Fees</b>	No fees	\$150 Posting fee \$75 Student Fee	\$150 Posting fee \$75 Student Fee

<b>Who pays for Venue</b>	DIRI Pays the venue costs for all AT courses and all DIRI initiated courses. Faculty pays venue for all faculty initiated RMI, SI, and CER courses	Faculty pay for venue for all CE elective courses
<b>Liability</b>	<i>DIRI</i>	<i>Faculty (on or off campus); must have liability insurance documentation on file with DIRI</i>
<b>Regulatory Approval (DPOS, COMTA, NCBTMB, ISMETA, IASI, etc. as appropriate)</b>	<i>DIRI submits application for CEU and accreditation approval: described as « DIRI owned and developed courses »</i>	<i>DIRI submits application for CEU credits on behalf of faculty to NCBTMB, described as "faculty owned and developed course"</i>

### **Faculty Bid Process**

The following faculty selection procedure was developed by the Executive Director, Director of Education, and the Executive Education Committee and was approved by the DIRI Board of Directors.

The annual schedule of certification and continuing education classes will be developed by the Director of Education in collaboration with the Executive Director and reviewed by the DIRI Board of Directors, with input from the Executive Education Committee.

The Director of Education, with support from the Executive Director and Executive Education Committee, will email the schedule to the faculty department chairs as follows. The Chairs will coordinate with faculty to indicate their order of teaching preference from 1<sup>st</sup> choice - 3<sup>rd</sup> choices, within three to four weeks:

1. Phase I and Advanced Phase I – Phase I Coordinator
2. Principles Lead In – Movement Chairperson
3. Anatomy Lead in – Life Science Chairperson
4. Phase II and Phase III – International Faculty
5. Movement – Movement Chair for proposal back to schedule class or workshops for the year.
6. Advanced Training – Advanced Faculty Chair – to propose and select faculty to teach class(s) for the year.

The Director of Education and the Executive Director will assign faculty and assistants based on their preferences and the following considerations:

1. Proximity: Local faculty will be utilized to reduce expenses, especially due to budget constraints
2. Quality of Teaching: based on student and administrative evaluations
3. Seniority: Number of years as an instructor
4. Approval for Solo Class by FDRB: Teachers in Training
5. Number of Classes assigned: fairness is number of assignments
6. Frequency: Last time assigned a class

All assignments and classes will be finalized when the annual budget is approved by the Board of Directors at their October face to face meeting each year. All final decisions concerning assignments will be made by the Institute in its absolute and sole discretion.

Assignments are subject to change for the following reasons:

1. Low class enrollment (6 – 8 students)
2. Ability to offer low enrolled class using local faculty to save travel and per diem expenses (8-10).
3. Classes will be offered when enrollment reaches a minimum of 12 students and or the course worksheet shows a small profit.

### **Intellectual Property**

The Dr. Ida Rolf Institute® acknowledges that related published scholarly work belongs to the author of the published work, in so far as the work does not violate the Institute's copyrights, trademarks, or copyright laws. All other materials developed as part of the faculty member's employment contract for purposes of teaching a DIRI course or trademarked course, including curriculum, online courses materials, videos, drawings, photographs, assessments, audio files, etc., belong to the Institute.

In its discretion, the Board may allow faculty members to teach their own proprietary (non-DIRI trademarked content) continuing education courses as an Independent Contract (1099) Instructor, *provided that* the legal standards for independent contractor status are satisfied, and further *provided that* the faculty member: 1) has a clean record and satisfactory performance; 2) has an independent contractor agreement signed by both DIRI and the faculty member; and 3) has the required insurance coverage in place with DIRI as a named insured. Continuing Education courses developed by a faculty member as an independent contractor may not be offered under any DIRI trademark. These courses may be offered for elective CE credits only. As a service and for a fee, DIRI will submit the application for the faculty member's course to National Certification Examination for Therapeutic Massage & Bodywork (NCBTMB) and post/promote and manage registration, paid on a flow through of 100% tuition revenue less service fees as specified by the independent contractor agreement. DIRI may accept or reject any employee or independent contractor proposal or course in its sole discretion.

## **BENEFITS**

Benefits may change or end at any time per Board resolution and in the Board's sole discretion.

### **Health, Dental, Vision Insurance**

After one-month of employment\*, regular full-time employees (regularly scheduled to work 38 hours or more per week throughout the year) are eligible for, and may enroll in, the employee health, vision, and dental insurance program. Details of these plans, and the employer/employee contribution, will be supplied to the employee when they are eligible and/or when these details change.

\* “After one-month” is defined as the 1<sup>st</sup> of the month following one full month of employment. If the employee starts on the 1<sup>st</sup> of a month, the start date would be the next month (for example, Feb 1 hire: Mar 1 start). If the employee starts the 2<sup>nd</sup> or later, the start date would be the month following the next month (for example Feb 2 hire: Apr 1 start).

### **Annuity Program**

DIRI provides access to a 403(B) retirement/savings plan for all eligible employees. DIRI does not contribute to the plan.

### **Life Insurance**

DIRI provides a life insurance policy in the amount of \$50,000 to beneficiaries for regular full-time employees. Employees must qualify for the benefit in the same way they qualify for health benefits.

### **Paid Time Off**

Every regular full-time employee is provided a “fund” of paid time to use for vacation, sick time, and other personal reasons based on eligible years of service with DIRI. This fund is referred to as Paid Time Off (PTO). Note that PTO does not include designated paid holidays; holiday benefit time is given to eligible employees in addition to PTO. Also note that the PTO is provided for both HFWA and non-HFWA purposes. HFWA refers to Colorado’s Healthy Families and Workplaces Act. DIRI’s PTO policy pays more than required to satisfy the HFWA law and rules.

Note: For those employees not eligible for PTO (i.e., part-time employees regularly scheduled to work less than 38 hours/week and temporary employees), DIRI instead provides Paid Sick Leave (PSL) as described in the Paid Sick Leave policy, below.

The amount of an eligible employee’s PTO benefit is based on years of service as follows:

1<sup>st</sup> and 2<sup>nd</sup> years of full-time employment – Up to 120 hours PTO annually, which begins to accrue on the first day of work at the rate of 10 hours per month or approximately 2.3076 hours per week.

3 or more years of full-time employment – Up to 160 hours annually, starting on the employee’s anniversary date and accruing at the rate of approximately 13.3333 hours per month or approximately 3.0769 hours per month.

Regular part-time employees who are regularly scheduled to work at least 32 hours per week will receive a pro-rated amount of this PTO based on the percentage of scheduled hours compared to the full-time 38 hours per week. For illustration, if an employee is regularly scheduled to work 32 hours per week, then in their first and second years of employment they will accrue up to 100.8 hours of PTO annually (8.4 hours per month or approx. 1.9384 hours per week); in their 3<sup>rd</sup> year of employment, they will accrue up to 134.4 hours annually.

PTO begins to accrue immediately on the employee's first day of actual work.

During the winter school closure, all full-time and part-time employees (not including temporary employees) will be compensated for up to two weeks of additional time-off based on their regularly scheduled hours. These hours will vary each year, at the discretion of the Executive Director. School closure hours do not count as part of the PTO fund and any unused hours are not paid out upon termination or resignation. Note that employees will not be paid twice for days that fall on a paid holiday during the winter school closure.

Except in the case of emergency or unanticipated illness/injury, PTO must be planned, scheduled, and approved by the employee's supervisor at least two weeks in advance.

Employees are strongly encouraged to use all their PTO each year. Once an employee has accrued 170 hours of unused PTO, they will stop earning additional PTO until they use it, and their "fund" drops below the maximum of 170 hours (PTO Cap Amount). PTO may be taken in as little as one-hour increments or as much as three weeks at once. No more than one week of PTO may be used in combination with a two-week holiday closure, for a maximum total of three weeks off.

All earned but unused PTO will be paid to an employee at the time of separation from employment at the employee's then-current rate of pay. Conversely, if an employee leaves DIRI and has used more PTO days than they have earned, the pay for those days will be subtracted from their final paycheck as provided in their employment agreement.

An employee may request time off without pay, but this should be avoided and may be considered excessive absenteeism depending on the circumstances. Excessive absenteeism may result in disciplinary action.

### **Paid Sick Leave (PSL)**

The Healthy Families and Workplaces Act (HFWA) provides pay for sick leave to all employees. For regular full-time employees working more than 38 hours per week, those employees instead receive PTO for both HFWA and Non-HFWA purposes. For part-time employees working less than 38 hours per week or temporary employees, those employees receive PSL in accordance with this policy.

Eligible employees earn 1 hour of PSL per 30 hours worked, up to 48 hours a year. Additionally, up to 80 hours (depending on the employee's work schedule) of "supplemental PHE leave" is available in public health emergency ("PHE"), until 4 weeks after the PHE ends, in accordance with law. The PSL begins to accrue when the employee's employment begins. Such employees may use PSL as it is accrued and may carry forward up to 48 hours of unused accrued PSL into the next year. Employees may not use more than 48 hours of PSL in a year. Employees are not paid for unused PSL upon termination, resignation, retirement, or other separation from employment.

### ***Duration of the Paid Sick Leave:***

Accrued at 1 hour of PSL per 30 hours worked, up to 48 hours per year.

***Qualifying Reasons for Paid Sick Leave:***

Employees may use accrued leave for the following safety or health needs:

1. a mental or physical illness, injury, or health condition that prevents work, including diagnosis or preventative care;
2. employee or employee's family member has been the victim of domestic abuse, sexual assault, or criminal harassment leading to health, counseling, relocation, legal or other service needs;
3. caring for a family member experiencing a condition described in number 1. or 2., above; or
4. in a PHE, a public official closed the workplace, or the school or place of care of the employee's child.

***Paid Supplemental PHE Leave***

In addition to the PSL described above, the Company will supplement each employee's accrued PSL during a PHE as necessary to ensure that an employee may take the amounts of PSL set forth below for the qualifying reasons set forth below. A PHE is defined as an act of bioterrorism, a pandemic influenza, an epidemic caused by a novel and highly fatal infectious agent for which an emergency is declared by a federal, state, or local public health agency, or a disaster emergency is declared by the governor, or a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor. Employees are not paid for unused supplemental PHE leave upon termination, resignation, retirement, or other separation from employment.

***Duration of the Supplemental PHE Leave:***

- Full-time temporary employees (regularly scheduled to work 40 or more hours/week) are eligible for at least 80 hours.
- Part-time employees are eligible for at least the greater of either the amount of time the employee is scheduled to work in a 14-day period or the amount of time the employee actually works on average in a 14-day period.

***Qualifying Reasons for Supplemental PHE Leave:***

In a PHE, we will supplement each employee's accrued PSL, if required, if the employee:

1. is self-isolating or excluded from work due to exposure, symptoms, or diagnosis of a communicable illness that is the cause of the PHE;
2. is seeking a diagnosis, care, or treatment, including preventive treatment, of a communicable illness that is the cause of a PHE;
3. is unable to work due to a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of a PHE;
4. is caring for a child or other family member in category 1-4 above, or whose school or childcare is unavailable due to the PHE.

### ***Procedures To Request Paid Sick Leave Or Supplemental PHE Leave:***

- Employees must notify DIRI of the need for PSL or supplemental PHE leave as soon as practicable and in advance when the need is foreseeable. When possible, you should include the expected duration of the absence. If the use of the leave is foreseeable, not only should you provide advance notice, but you should also schedule the leave in a manner that does not disrupt operations.
- Note: Reason for the leave must specifically meet one or more of the qualifying reasons set forth above.

### ***Leave Rules***

- PSL must be used in hourly increments.
- Any employee needing to take a sick day must notify their supervisor or Administrator as soon as possible.
- Supplemental PHE leave is only available once during the entirety of a PHE, even if such PHE is amended, extended, restated, or prolonged.
- The employee's unused accrued PSL will be counted toward the supplemental PHE leave available to the employee.
- Any documentation provided to DIRI will be treated as a confidential medical record to the extent required by law.
- PSL will not be counted as an "absence" for purposes of disciplinary action.
- Employees are not required to find a replacement worker or job coverage when taking PSL.
- DIRI will not interfere with an employee's use of PSL and will not retaliate against employees who request or take leave, who inform or assist others in exercising HFWA rights, who file a HFWA complaint, or who cooperate/assist with a HFWA investigation.
- If an employee's HFWA complaint or request is reasonable, made in good faith, but is incorrect, DIRI will not act against an employee; DIRI, however, may deny the leave.
- Employees may not misuse leave. Misuse of leave may result in disciplinary action.

- Employees have the right to file a complaint or bring a civil action if PSL is denied by an employer or if the employer retaliates against an employee for exercising their rights under the HFWA.

### **Bereavement Leave**

Regular full-time employees of DIRI may be granted up to three days with pay (in addition to any available PTO) due to a death in their immediate family (mother, father, sister, brother, spouse/partner, children, in-laws, grandparent, and grandchildren). Regular part-time employees will be granted time off without pay.

### **Maternity/Paternity Leave**

Maternity and paternity leave of up to 3 months is available for pregnancy, childbirth, or adoption. This leave is unpaid, except to the extent of any accrued PTO or PSL. Any accrued PTO or PSL will be applied contemporaneously with this leave.

If possible, all arrangements for parental leave must be made in writing at least four months in advance, with the employee's immediate supervisor and the Executive Director. Arrangements may include the hiring of a temporary replacement employee, which is the responsibility of the employee's immediate supervisor, subject to approval by the Executive Director.

### **Jury Duty Leave**

All regularly employed employees (full-time and part-time) summoned to report for jury duty or grand jury will be excused from work and will receive the lesser of their usual wages or \$50 per day for the first three days of jury duty. Employees must submit a copy of the original summons for jury duty or official record of jury service to their manager. The Institute reserves the right to request that they seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Institute.

Any fees received for jury duty, including travel fees, are to be retained by the employee. Employees are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service.

Except for the first three days, the leave is unpaid by the Institute, although the Employee may be eligible for payment by the applicable court system. Exempt employees will be paid to the extent required by the Fair Labor Standards Act (FLSA) requirements.

If an employee is requested to serve as a witness on behalf of the Institute, the employee will be granted a witness leave at regular pay for such time as is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

## **Voting**

The right to vote is a treasured obligation and we honor this right for all our employees. Normally, an employee will be able to vote before or after work hours. However, if this is not feasible due to work hours, an employee will be allowed time off with pay to vote in any local, state, or federal elections.

## **Military/Reserve Leave**

If employees are on an extended military leave of absence, they are entitled to be restored to their previously held position or similar position, if available, without loss of any rights, privileges or benefits provided the employee meets the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from the employee's commanding officer is required to establish the dates of duty.

## **Paid Holidays**

Regular full-time employees working 38 or more hours per week are eligible for holiday pay. If the holiday falls on a day the employee would not normally work, the employee should consult with their supervisor on when to take it. The Dr. Ida Rolf Institute provides the following paid holidays each year, and is officially closed on these days:

- New Year's Day\*
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday which follows
- December 24th\*
- Christmas Day\*
- New Year's Eve\*

\* These holidays are taken as part of a two-week winter break school closure (14 calendar days). Start and end of this closure is determined by the Executive Director.

The Institute also provides the following paid holidays each year:

- Employee's Birthday

If a designated paid holiday falls within an employee's PTO period, the holiday is not considered a PTO day. Alternate days for any holiday falling on a weekend day will be designated by the Executive Director but are typically a Friday if the holiday falls on a Saturday and a Monday if the holiday falls on a Sunday.

Employees may take a PTO day on religious holidays not designated as Rolf Institute paid holidays. Prior approval must be obtained from the Executive Director. Other days off, paid, or non-paid, may be granted at the discretion of the Executive Director.

### **Continuation of Health Insurance Coverage**

Under "COBRA" (Public Law 99-272, Title X), the Institute will offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the health plans would otherwise end. Persons eligible to continue coverage under COBRA are known as "qualified beneficiaries," and the events that trigger continuation of coverage are known as "qualifying events."

If an employee is covered by any of the Institute's group health plans, the employee has the right to elect continuation coverage under those plans if the employee loses group health coverage as a result of either of the following qualifying events:

- Reduction in the employee's hours of employment, or
- Termination of the employee's employment for reasons other than gross misconduct.

If an employee's spouse is covered by any of the Institute's group health plans, the spouse has the right to elect continuation of coverage under those plans if the spouse loses group health coverage because of any of the following qualifying events:

- Death of the employee;
- Termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment;
- Divorce or legal separation from the employee; or
- Employee becomes entitled to Medicare.

If a dependent child of an employee is covered by the Institute's group health plans, the child has the right to elect continuation of coverage under those plans if the child loses group health coverage because of any of the following qualifying events:

- Death of the employee;
- Termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with the Institute;
- Employee's divorce or legal separation;
- Employee becomes entitled to Medicare; or
- Child ceases to be a "dependent child" under the Institute's group health plans.

Retirees, their spouses, and their dependent children also may be entitled to elect continuation of coverage under COBRA if the Institute begins a bankruptcy proceeding and those persons lose group health coverage within one year before or after the bankruptcy proceeding commences.

The qualified beneficiary is responsible for informing the Institute of a divorce, legal separation, or a child losing dependent status within sixty (60) days of the date of the later of the qualifying event or the date on which coverage would end under the plan because of the event. If the Institute does not receive notice within that sixty (60) day period, the qualified beneficiary is not entitled to elect continuation of coverage. The Institute is responsible for notifying qualified beneficiaries of their right to elect continuation of coverage as a result of the employee's death, termination of employment, reduction in hours, or Medicare entitlement.

Once qualified beneficiaries receive notice of their right to elect continuation of coverage, the qualified beneficiaries have sixty (60) days from the later of the date they are provided notice or the date they lose coverage to inform the Institute they want to continue their group health coverage under COBRA. If the qualified beneficiaries do not elect continuation of coverage by the end of the sixty (60) day period, they forfeit their right to elect that coverage.

Generally, qualified beneficiaries may continue coverage under COBRA thirty-six (36) months from the date of the qualifying event. However, if the qualifying event is an employee's termination or reduction in hours of employment, continuation coverage under COBRA will last for only eighteen (18) months from the date of the qualifying event. This eighteen (18) month period may be extended to thirty-six (36) months if other events (such as death, divorce, legal separation, or Medicare entitlement) occur during this eighteen (18) month period. However, in no case will any period of continuation coverage be longer than thirty-six (36) months. Also, the eighteen (18) month period may be extended for an additional eleven (11) months (to a total of twenty-nine (29) months) if a qualifying beneficiary is determined to be disabled by the Social Security Administration at any time during the first sixty (60) days of continuation coverage. To qualify for this extension, the Institute must be notified of the disability determination within sixty (60) days of the determination and before the expiration of the original eighteen (18) month period. The affected individual also must notify the Institute within thirty (30) days of any final determination that the individual is no longer disabled. If the qualified beneficiary entitled to the disability extension has nondisabled family members, those nondisabled family members also are entitled to the twenty-nine (29) month extension.

However, continuation coverage will be canceled for the following reasons:

- the Institute no longer provides group health coverage to any of its employees;
- A COBRA premium is not paid on time;
- Qualified beneficiary becomes covered, after the date of COBRA election, under another group health plan, which does not exclude or limit coverage for the qualified beneficiary's preexisting conditions;
- Qualified beneficiary becomes entitled to Medicare after the date of the COBRA election; or
- Qualified beneficiary is no longer determined to be disabled, where coverage was extended because of disability beyond eighteen (18) months).

Continuation of coverage under COBRA is not effective until the qualified beneficiary elects coverage, but once elected, the coverage is retroactive to the date of the qualifying event. Qualifying beneficiaries do not have to show that they are insurable to choose continuation coverage, but they must be eligible for such coverage. The Institute reserves the right to retroactively terminate COBRA coverage if an individual is determined to be ineligible.

If the qualified beneficiary is a covered former employee, they may add newborn or adopted child(ren) to their continuation coverage, provided the child(ren) are added within thirty (30) days of the birth or adoption and the additional premium is paid. These children that are added will be considered qualified beneficiaries under the law.

Qualified beneficiaries must pay the designated premiums for their continuation coverage in a timely fashion. Qualified beneficiaries have forty-five (45) days from the date they elect continuation coverage to pay the initial COBRA premium. Continuation coverage does not start until the date the individual chooses continuation coverage. Thereafter, they will have a grace period of thirty (30) days to pay any subsequent premiums.

At the end of the COBRA continuation period, qualified beneficiaries may be allowed to convert their group to an individual policy if such an option is available.

## **FAMLI**

Starting January 1, 2023, Colorado's new paid Family and Medical Leave Insurance Program ("FAMLI") will require a new deduction from employee's paychecks of 0.45% of their wages. This small deduction will cover your contribution to the program. To see what your estimated deduction will be, visit [famli.colorado.gov](http://famli.colorado.gov). You will be able to apply for FAMLI benefits – such as paid leave for up to 12 weeks when you or a family member experiences a qualifying health issue – starting in January 2024. Please see the 2023 FAMLI Program Notice located on the Institute's bulletin board.

## **SAFETY AND HEALTH**

The Rolf Institute's policy is to provide safe working conditions. DIRI will not permit employees to indulge in unsafe acts. Since the employee is frequently more aware of unsafe conditions than anyone, they are encouraged to identify such conditions and make recommendations regarding such conditions to their immediate Supervisor so that they may be corrected.

### **Accident Reporting - Workers Compensation**

All employees are covered for on-the-job injuries under DIRI's Workers' Compensation Insurance. Under the terms of the insurance policy, DIRI is insured for medical expenses and compensation for time lost because of injury. An approved medical provider must treat the injured employee. Any treatment other than that approved by DIRI or its authorized providers will not be compensable. Employees should submit any questions to their supervisor or to the Executive Director.

Employees are required to immediately report all on-the-job injuries in writing to their supervisor. Failure to report injury or occupational disease promptly may result in loss of benefits. Employees must cooperate in filling out any required forms in a timely fashion.

The workers' compensation laws provide for a waiting period before injured employees become eligible for wage replacement benefits. The workers' compensation insurer will pay the employee. Employees who decline temporary modified duty in order to return to work from a leave of absence due to a workers' compensation injury will be considered to have resigned and will be terminated.

Workers' compensation fraud is a felony, punishable by fines and/or jail time.

### **Substance Abuse**

DIRI is committed to providing a safe, healthy, and efficient working environment for all employees and those who work with DIRI as well as protecting its reputation in the community. To help achieve this goal, employees are prohibited from:

- Possessing, distributing, selling, manufacturing, or being under the influence of any illegal drug;
- Reporting to work under the influence of illegal drugs, alcohol, or marijuana;
- Consuming alcoholic beverages while on company premises, customer premises, in company vehicles, or while on company business or time, except minimal consumption of alcohol as expressly authorized for a special DIRI event;
- Operating a vehicle or potentially dangerous equipment in the performance of services for DIRI while under the influence of illegal substances, alcohol, or marijuana; and
- Abusing inhalants or prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to and including termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or the presence of alcohol will be considered being "under the influence."

**Attachments – Employment Posters:** [these are located in the main conference room and are attached – posters will be updated as new publications are issued]

2023 FAMLI Poster	Your Rights Under USERRA
2022 Paid Leave-Whistleblower	Notice of Paydays
Colorado Employment Security Act	OSHA Poster
Colorado Prohibits Discrimination in Employment	
Colorado Notice of Injury	
COMPS Order #38	
EEO is the Law & Supplement	
Employee Polygraph Protection Act	
Fair Labor Standards Act	