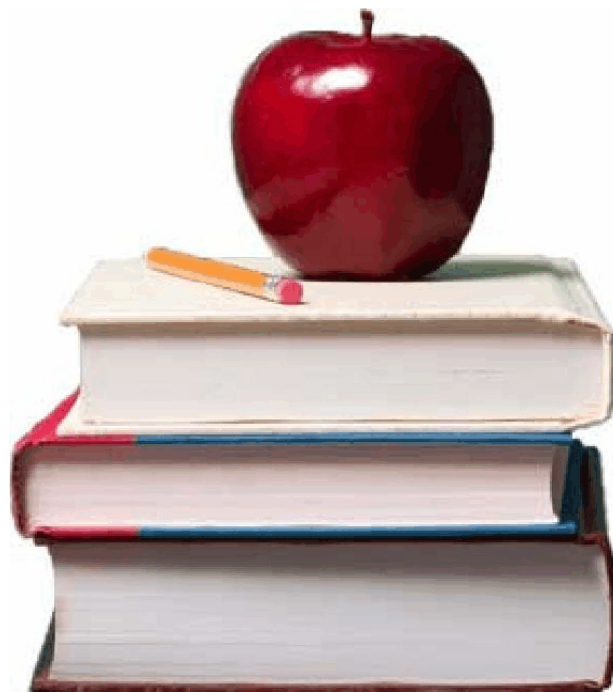


Mid-America Union
Office of Education
K-12 Employment Policy



2009

The policies in this book are from those found in the *Mid-America Union Conference Education Code*. Any policy adopted or revised by the Mid-America Conference Board of Education subsequent to this publication (after November 2009) supersede the provisions of the item or section as contained herein. (Editorial adjustments have been made to this document to reflect the 2008-2009 NAD Working Policy.)

900. The Mid-America Union Conference of Seventh-day Adventists coordinates a system of schools for the education of its youth, kindergarten through graduate school. The purpose and aim of this educational program is to promote the harmonious development of the whole person -- spiritual, intellectual, physical, and social.

3-00

The *Education Code* is a compilation of policies and provisions relating to the establishment, organization, administration, operation, and maintenance of the K-12 school system. It clarifies and details the role and responsibilities of persons, committees, and boards of each entity -- union conference, local conference, and school.

The policies contained in the *Education Code* are developed and adopted through the cooperative efforts of school, conference, and union administrators and boards of education. The *Education Code* is accepted as the basis for the organization, administration, and operation of the Mid-America Union Conference K-12 school system.

When there is no provision, stipulation, or prohibition in the *Education Code* for an area under consideration, a conference or institution may (a) develop a policy, procedure, or practice to meet a local need and/or (b) recommend that a policy be adopted for inclusion in the *Education Code*.

Adoption dates for additions, revisions, or deletions in the *Mid-America Union Conference Education Code* are indicated in the margin below the *Code* number. References in the small type and beginning with a letter refer to North American Division policies. These policies are italicized.

920. A Statement of Seventh-day Adventist Philosophy

FEA 05 01 *The Seventh-day Adventist Church recognizes God as the ultimate source of existence and truth. In the beginning, God created in His image a perfect humanity, a perfection later marred by sin. Through Christ and His Spirit, God determined to restore humanity from its lost state. Through the Bible, He has revealed His will to the world, a revelation that supersedes human reason. Through His Church on earth, He seeks the lost for His kingdom.*

The basic tenets of the Seventh-day Adventist Church, as well as the inspired writings of Ellen G White, are directed toward God's restorative plan for fallen humanity. The Church conducts its ministry of education to engender belief in these tenets, within the context of one's personal relationship with Jesus Christ, and to foster a desire to share that relationship with others.

Made in God's image, every human being, although fallen, is endowed with attributes akin to those of the Creator. Therefore, Seventh-day Adventist education seeks to nurture thinkers rather than mere reflectors of other's thoughts; loving service rather than selfish ambition; maximum development of one's potential; and an appreciation for all that is beautiful, true, and good.

An education of this kind imparts far more than academic knowledge. It is a balanced development of the whole person. Its time dimensions span eternity. In Seventh-day Adventist education, homes, schools, and churches cooperate together with divine agencies in preparing learners for citizenship here on this earth and in the New Earth to come.

4000. Employment Philosophy for Mid-America Union Conference Education Institutions

5-05 The primary purpose of Adventist schools is to carry on the mission of the Seventh-day Adventist Church. This purpose is the basis for all employment relations. Employment policies have as their goal the furtherance of God's work through the church and the expectation that employees will demonstrate their commitment to this mission. Therefore, in employing personnel for its educational institutions, one of the qualifications for any position is that the applicant shall be a Seventh-day Adventist who is committed to the mission of the church.

The basic teachings and international nature of the Seventh-day Adventist Church require that its institutions be committed in philosophy and practice to the doctrine of equal human rights. The church insists that all persons should be given full and equal opportunity within the church to develop the knowledge and skills needed for the upbuilding of the church. Within these parameters, positions on all levels of church activity are open on the basis of qualifications, without regard to race, color, gender, national origin, age, disability or any protected categories under applicable state laws and local ordinances.

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800. Glossary

5-05 Academic Standards Committee: An Academic Standards Committee is an academy sub-committee of administration that processes curriculum and academic issues.

Academy: The term academy indicates senior academy, grades nine through twelve.

Administrative Leave: The immediate removal of an employee from assigned duties.

Assignment: The period of time for allocation of responsibilities to certificated personnel, usually either ten or twelve months.

At-Will Employment: An employment status based on mutual consent whereby either the employer or the employee has the right to terminate employment, with or without cause or prior notice.

Certificated Personnel: Persons employed for positions requiring North American Division educational certification.

Classified Personnel: Persons employed for positions not requiring North American Division educational certification. Employees in this category are employed "at-will".

Conference: A basic administrative unit: Seventh-day Adventist Conferences in the Mid-America Union are Central States, Dakota, Iowa-Missouri, Kansas-Nebraska, Minnesota, and Rocky Mountain.

Conference Board of Education: A legislative body selected by the conference to assume responsibilities for the operation of the conference school system.

Conference School System: All Seventh-day Adventist schools within the conference under the jurisdiction of the conference board of education.

Constituency: Seventh-day Adventist Church members who support a Seventh-day Adventist school.

Director: An education advisor and coordinator who serves from the General Conference, Division, or Union Conference Office.

Division: See North American Division.

Edit Committee: A committee organized by the Union director to arrange education policy wording in such a manner as to properly express the intent and will of the Union Board of Education.

Education Ministry: Services provided to encourage the spiritual, mental, social, and physical development of young people who attend Seventh-day Adventist schools.

Employee: A person employed to perform functions related to the education ministry in a Seventh-day Adventist school.

Ex Officio: A committee member who serves by virtue of or because of their elected or appointed position.

Executive Committee: A subcommittee authorized by the board to conduct business between scheduled meetings.

Executive Session: A committee or board session at which only the elected members are allowed to be present for the purpose of discussing personnel or disciplinary issues. It is appropriate to include invitees designated in the motion to attend this executive session.

General Conference: The world organization of the Seventh-day Adventist Church with offices in Silver Spring, Maryland.

Junior Academy: A school that offers secondary subjects for grade nine and or grade ten as authorized by the Mid-America Union Board of Education.

Legal Guardian: See Parent/Legal Guardian.

Level I: Level I is the employment status given to an employee who does not hold current denominational North American Division certification or is employed under identified special provisions.

800. cont'd. Level II: Level II is the employment status given to an employee holding a North American Division Basic Certificate. This level may also be given for up to three years to employees holding a current North American Division certificate who transfer into the conference. Level II employees are employed for an academic year.

Level III: Level III is the employment status given to continuous full-time employees who hold a current North American Division Standard or Professional certificate.

Local Conference: See Conference.

Local Office of Education (LOE): LOE designates the Conference Office of Education.

Mandatory: Containing the nature of a mandate or command. Obligatory.

Mid-America Union Conference (MAUC): A regional unit of the North American Division of Seventh-day Adventists comprising the states of Colorado, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, and Wyoming, plus San Juan County in New Mexico.

Mid-America Union Office of Education: MAUOE designates the Mid-America Union Office of Education.

Minimum Day: A shortened school day which can be counted as a full day of school. See 1496.

North American Division (NAD): A regional unit of the General Conference of Seventh-day Adventists including Bermuda, Canada, and the United States with offices in Silver Spring, Maryland. Sometimes referred to as the Division or the NAD.

North American Division Office of Education: NADOE designates the North American Division Office of Education.

Offer of Employment: An offer of employment extended in writing by the employing organization. See 4202.

Office of Education: The office that represents the Board of Education.

Parent/Legal Guardian: For the purposes of this *Code* the term parent is defined as an individual who has legal guardianship of a minor child as defined by state law.

Payroll Center: The office from which an employees wages are paid.

Probation: A set period to correct specific identified conditions.

Reassignment: A change of responsibilities within the school or the conference's school system.

Resignation: The request by an employee to terminate employment.

Reversion Funds: Funds that the NAD returns to the Union for specified uses by the MAUOE and by the various conferences for K-12 education.

School: A school is a group of students pursuing defined studies at specific levels and receiving instruction from one or more teachers.

School Board: A representative body that is elected or appointed by a school's constituency, Conference Executive Committees and K-12 Boards represent boarding school constituencies, to develop policies and procedures in accordance with local conference and Mid-America Union policy for the operation of a school.

Senior Academy: A school that offers a program for grades nine through twelve.

Superintendent: A local conference administrator of schools K-12.

Suspension: See Administrative Leave.

Termination: The revocation or nonrenewal of employment for reasons defined in the Employment Policies.

Transfer: The relocation of an employee from one position to another within the Seventh-day Adventist denomination.

Union: See Mid-America Union.

2132. Reimbursement of Expenses

3-00 Transportation, per diem, and lodging will be reimbursed according to Mid-America Union policy and as authorized by its Office of Education for assigned curriculum work for the appointed committee members. Costs incurred for substitute teachers will be borne by the salary-issuing organization.

A stipend will be paid in addition to the above reimbursement items for educators on ten-months assignment who are appointed to curriculum work during the summer. The Mid-America Union will reimburse the above expense items to the employee but will pay the stipend through the employee's payroll center. (See 3640.)

3515. Insurance

S 60 31 A. Commercial Auto

Liability protection should be secured on all owned, hired and nonowned vehicles used on behalf of the employing organization, with adequate limits of bodily injury and property-damage liability. All vehicles owned by each organization should be included in one policy, with an automatic fleet endorsement or equivalent attached. All vehicles should be registered in the legal corporate name of the governing denominational entity and included in the master policy. This includes academies and local entities. (See S 60 10 for minimum limits of liability.)

B. Maintenance

Each vehicle owned or operated by the denominational entity shall be inspected and shall adhere to a regular maintenance schedule. Before the vehicle is used it is the driver's responsibility to check the mechanical condition of the vehicle. If the vehicle is unsafe to operate, substitute transportation shall be arranged.

C. Vehicle Use

All vehicle usage should comply with all Federal and state laws. Vehicles owned or registered in the name of denominational entities shall not be lent, leased, or rented to nondenominational organizations nor leased or rented to individuals.

D. Driver Record/Qualifications

All drivers shall be properly licensed and comply with all Federal and state laws for the class of vehicle being operated. The recommended minimum age for drivers shall be twenty-one (21) years. A minimum allowable age of nineteen (19) years old may be granted with the approval of the conference officers. The driving record (Motor Vehicle Record) of each driver shall be obtained from state records and reviewed on a regular basis. Drivers shall have an acceptable driving record during the previous three years with not more than two traffic citations and no at-fault accidents while driving any vehicle. When a driver does not meet the above driving standard, he/she shall not be assigned to or retained for a driving position.

E. Load Capacity

Vehicles should not be operated carrying more than the official rated load capacity. All vehicle occupants are required to wear seat belts and/or shoulder belts as required by law and OSHA (Occupational Safety and Health Act of 1970) standards/or the appropriate government agency.

F. Bus Use—Buses shall be used only for official activities of the Seventh-day Adventist Church and shall not be loaned, leased, or rented to individuals or nondenominational organizations.

- a. *Pre-1977 buses shall not be purchased or otherwise obtained. It is recommended that currently owned pre-1977 buses should be removed from the fleet.*
- b. *Each bus shall be systematically inspected and shall adhere to a regular maintenance schedule with all chassis, suspension, steering, and brake work to be done by certified mechanics. A copy of the maintenance schedule and all other written records of maintenance shall be kept current and available for review.*
- c. *Before operating the bus, the driver shall determine that the bus is in safe mechanical condition, is equipped as required by law, and that all equipment is in good order. If immediate repairs cannot be accomplished, substitute transportation shall be arranged.*

3515. cont'd. G. *Fifteen-Passenger Van Use*—In the interest of safety, denominational organizations are advised against the purchase, lease, rental or use of fifteen-passenger vans for sponsored activities.

- a. Currently owned fifteen-passenger vans shall be properly maintained and the driver is required to conduct a pre-trip inspection to determine if the vehicle is in safe operating condition.
- b. Fifteen-passenger vans shall not be allowed to tow a trailer or use a roof mounted luggage/equipment rack.
- c. It is recommended that all drivers who operate a fifteen-passenger van be licensed with a minimum of a Commercial Drivers License (CDL) or better in accordance with Federal, State or Provincial laws in the local jurisdiction.

Y 29 15 H. *Automobile Insurance Assistance*

- 1. *Eligibility*—Those eligible for automobile insurance assistance shall be employees of the General Conference, General Conference and North American Division institutions, union conferences, local conferences, excluding educational personnel K-16 whose category maximum is 100 percent or more of the Remuneration Factor; conference assistant treasurers, conference assistant department directors, unordained ministers, Bible instructors, university and college presidents, major administrative officers and associates in administration, and senior academy principals.
- 2. *Educational Personnel K-16*—Employees whose job requires less frequent use of their automobile are not eligible for automobile insurance assistance. Nevertheless, for their protection and the denominations' protection when their automobile is used in the course of employment, it is recommended that they maintain the same minimum level of bodily injury liability protection as required for employees receiving automobile insurance assistance.
- 3. *Deductible*—Assistance (as calculated in c. below) may be granted on annual automobile insurance expense that exceeds 16.5 percent of the current monthly Remuneration Factor (rounded to the nearest dollar). Proof of payment and minimum insurance limits as in a. below is required.

a. *Required Coverage*—Those eligible for automobile insurance as listed in paragraph 1 above shall be required to carry insurance with the following minimum limits when such limits are readily available:

*Bodily Injury Liability	\$250,000/500,000
*Property Damage Liability	50,000
Medical Payments	5,000
Comprehensive	**100 Deductible
Collision	**500 Deductible
Uninsured Motorist	Statutory

*Optional \$300,000 single limit policy is acceptable

**Any deductible above or below this amount or waiver of the requirement to carry comprehensive and collision coverage is at the discretion of the employing organization.

- b. In the event an employee mentioned in paragraph 1. above has a claim, the first \$50 of the collision or comprehensive deductible will be paid by the employee and the remainder of the deductible will be paid by the employing organization. If the employee or the insurer brings a liability claim against a third party and recovery is realized, reimbursement shall be made to the employing organization for any amounts previously paid by the employer above the first \$50 of the deductible.
- c. The amount of the assistance shall be determined by applying the appropriate factors to the average premiums of two insured automobiles owned by and used primarily by the employee and spouse. Premiums in excess of those typical of standard type cars shall not be considered.

Driving Record Surcharge Points	Allowance Factor One Automobile Owner	Allowance Factor Multi-Automobile Owner
0-2	100%	160%
3	90%	144%
4	75%	120%

- d. An unmarried denominational employee, if eligible, shall receive assistance on one automobile only. Married denominational employees, where both spouses are eligible for additional insurance, shall each receive assistance on one automobile only.
4. Those organizations within the United States who prefer, may provide a flat allowance, based on a standard car, for automobile insurance assistance.

3515. I. *Automobile Mileage Reimbursement*

cont'd.

Y 29 20

1. *Standard Automobile—Operating costs shall be based on a standard type automobile to be defined each year by NADCOM.*
2. *Components of Mileage Rate—The mileage rate shall be based on the sum of the following components:*
 - a. *Gasoline cost per mile*
 - b. *Additional expense for oil, tires, maintenance, and repairs*
 - c. *Additional expense for depreciation*
3. *Insurance*
 - a. *Employees who regularly drive their personal automobiles on behalf of a denominational entity shall carry limits of liability equivalent to limits required for all employees who qualify for Additional Automobile Insurance Assistance (see Y 29 15) (See 3515. H. above).*
 - b. *All other employees who are asked to drive their personal automobiles on behalf of a denominational entity shall carry a minimum of \$100,000 per person/\$300,000 per occurrence limits of liability.*
 - c. *Evidence of insurance shall be kept on file by the denominational entity concerned.*

3605. Salary and Wage Scales

3-00 Certified and classified employees will be paid in harmony with the current wage scales voted annually by the Mid-America Union Executive Committee.

3608. Ten-Month Salary Plan

3-00 The basic employment plan for the Mid-America Union educational personnel is for ten months' salary and work obligation, which is paid in 12 monthly payments, July through June.

3610. Salary in Relation to Certification

11-09 The teacher's salary is determined by the denominational teaching certificate held and the years of service. Securing certification to teach is the responsibility of the teacher. Application forms are available at the Mid-America Union Office of Education and through the employing organization.

- A. Salary-step placement is established on the basis of the teaching credential currently held by the teacher and years of service.
- B. Graduates from non-Seventh-day Adventist colleges who have satisfied all professional education requirements with the exception of Bible are eligible to receive yearly salary steps, providing a proposed program of course work in Bible has been approved by the employing organization.

3612. Salary Adjustment -- Change in Certification

11-09 It is the responsibility of the teacher to maintain certification and to ensure that the Mid-America Union Office of Education receives transcripts and other certification materials.

Salary will be based on years of denominational employment and current denominational certification or credentials. Any increase in monthly salary through November will be made the month following the recording of transcript date in the Mid-America Union Office of Education. Salaries will be increased retroactively to the beginning of the academic year (July 1) in which the increase was granted. After December 1, the salary schedule will not be adjusted until the beginning of the next academic year. Delay of receipt of official documentation due to no fault of the teacher will not incur loss of salary. (See 3615.)

A teacher whose denominational teaching certificate has expired may be dropped up to two steps on the wage scale until certification is renewed.

Nondegreed teachers and teachers on the conditional certificate wage scale who fail to maintain a conditional certificate by earning at least six semester hours of appropriate credit annually will remain on their current salary step until requalifying for certification.

3615. Public School Teaching Credit

3-00 When placing an employee on the wage scale, public school teaching experience may be considered to be equal to denominational teaching experience.

3620. Annual Employment Calendar

- 11-09 A. Within the Mid-America Union, July 1 to June 30, shall constitute the employment year for all educational personnel.
- B. The combined wage scale factor for all teachers shall be paid monthly in harmony with the Mid-America Union Board of Education Wage Scale.
- C. Teachers not previously employed by the denomination but who otherwise qualify will be eligible for a health care plan and educational benefits following a probationary period as established by their employing organization. Benefits which are triggered by involuntary events (for example, accidents and illnesses) shall be provided without waiting periods and shall be independent of an employee's length of service.
- D. The assignment for all teachers will be for a ten-month period unless otherwise assigned. Teachers employed for less than ten months shall receive a proportionately lesser remuneration. (See 4205.)
- E. The School Board may request of the superintendent that a teacher be assigned to work at the school for a twelve-month period.

3625. Social Security

11-09 All educational personnel (except ordained and licensed ministers) are covered by social security through their employing organization, with the employee and the employing organization contributing to the social security fund the percentages required by government regulations.

3630. Vacations and Holidays

E 75 05 A. *Basis for Vacations*

1. *Annual vacation with pay shall be provided for regular denominational employees and may be accrued and calculated on the following basis:*

	<i>Vacation entitlement per year of full-time service</i>	<i>Vacation entitlement accrued per 38-hour week</i>
<i>During first four-year period</i>	<i>2 weeks</i>	<i>1.4575 hours</i>
<i>During next five-year period</i>	<i>3 weeks ¹</i>	<i>2.1863 hours</i>
<i>After nine years of service</i>	<i>4 weeks ¹</i>	<i>2.9151 hours</i>

¹*Employees are eligible to begin accruing vacation time at the 3 and 4 week rates after completing 4 and 9 years of service or in harmony with mandated government requirements.*

- 2. *A normal work week differing from the 38 hours will require a recalculation of the entitlement accrual rate.*
- 3. *Regular part-time employees shall accrue vacation time on a prorata basis. The rate of vacation time accrual shall be on the basis of years of full-time equivalency.*
- 4. *Service for vacation accrual purposes shall include days worked, approved sick time, holidays and vacation days.*
- 5. *Individuals who become denominational employees after several years of experience in a type of work that enhances their ability to function more effectively in their work for the Church may be granted one year of credit toward vacation accrual for each two years of such prior service.*

E 75 15 B. *Records*

Denominational employers shall keep the necessary records for vacation accrual and vacations taken.

3630. C. *Maximum Accrual*

cont'd.

E 75 06

Vacation time may only be earned and accumulated from year to year up to a maximum of 150% of the annual vacation entitlement including current year accruals. However, an employee shall be allowed to accrue more than the maximum if the employer is unable to grant vacation at the time the employee reaches the maximum inclusive of vacation time for the current year.

E 75 30

D. *Termination or Retirement*

At the time of termination from denominational employment or retirement all accrued but unused vacation time shall be granted. The maximum shall be up to 150% of the annual vacation entitlement, including current year accrual. (See E 75 06.) (See 3630 C. above.)

E 75 25

E. *Transfers*

When an employee is transferred from one denominational organization to another, accrued vacation time of up to 150% of vacation entitlement including current year accruals, shall be paid in cash by the former employer to the employee at the time of transfer. The accrued amount will be equal to the amount the employee would receive while taking vacation entitlement before the transfer or termination begins.

E 75 07

F. *Exempt Employees Vacation Time*

Since vacation time should generally be taken in the year of accrual, it is assumed that exempt employees have taken their annual vacation accrual unless a written request is made by the employee to the employer for a carry-over to the following year or a formal reporting/accounting system is in place which tracks the amount of taken vacation time. (See E 75 06 Maximum Accrual.) For exempt employees not covered under a formalized tracking system, two weeks of vacation is equal to 10 work days, three weeks to 15 work days, etc., and all vacation time must be taken in full day increments, not partial days, unless allowed under local state laws.

E 75 40

G. *Vacation Requests*

A request for vacation should be made in advance except in an emergency when it is not known beforehand by the employee that leave will be needed. An absence under such circumstances should be reported immediately to the supervisor.

E 75 45

H. *Holidays and Closings*

Paid holidays and office closings are at individual employer's discretion and are generally influenced by the respective organization's needs, climatic conditions, as well as national and local laws.

2-06

I. *Ten-month Assignment Plan*

Ten-month assigned employees with one to nine years experience receive the holidays within the employment period as vacation days (i.e. North American Division identified legal holidays; Thanksgiving, Christmas, and spring breaks). Following the tenth year of experience, an additional week of pay is added to the annual salary. Should the employee be assigned to work on a holiday/vacation, compensational day(s) should be scheduled to replace the day(s) worked. School scheduled breaks and scheduled weekend leave days are not vacation days and remain assignment days assigned by administration.

3640. Special Summer Project and Twelve Month Assignments

3-03

When ten-month assignment personnel are employed for special summer projects, they shall be paid approximately at the rate of 13.2 percent of the Wage Factor effective July 1 of the respective summer. See the current Mid-America Union Wage Scale. Shorter periods will be prorated on a five-day week basis.

Stipends and all applicable withholdings for personnel on twelve-months assignments will be reimbursed to the employee's payroll center. If such work involves vacation time a School Board action prior to the summer activity should indicate how the vacation time will be allocated or reimbursed.

3650. Salary Return

5-05 The full amount of unearned salary and any benefits that have been paid to an employee on ten-months assignment who chooses not to complete their teaching assignment shall be returned to the employer on a prorated basis. Denominational certification may be revoked where an employee chooses not to complete the teaching assignment or comply with the salary return requirements.

3655. Sick Leave

11-09 The following policy shall apply to the payment of salaries to certificated teachers during full-day absences, from the classroom because of illness, accident, or approved absence:

A. First Two Weeks

In case of absence from work because of illness or accident, salary at the regular rate shall be paid for the time away from the classroom up to a total period of two weeks during the school year. The cost of providing substitute teachers shall be included in the budgeted expenses by the employing organization.

B. Beyond Two Weeks

In case of absence from work because of illness or accident, which is in excess of two weeks, the question of remuneration shall be referred to the Executive Committee of the conference board of education for resolution. (See 4072.)

3660. Substitute Teachers' Salary

3-03 It is recommended that conferences use the following as guidelines for setting substitute pay:

A. Two (2) percent of Mid-America Union wage local category per day for teachers with a bachelor's degree or less

B. Three (3) percent of Mid-America Union wage local category per day for teachers with a master's degree or more

3670. Locally Funded Personnel

11-09 Teacher assistants and other classified or instructional personnel not required to hold a standard teaching credential may be paid on an hour-time basis according to current law and the related financing is to be funded entirely by the local school. The conference may serve as the payroll center for such employees. It is the responsibility of the school to provide required worker's compensation insurance as mandated by the laws of the state and to withhold and pay all employment taxes required. If the conference serves as payroll center, the conference shall be responsible for withholding and paying employment taxes with appropriate billing to the local school for the employer's share of said taxes.

3710. *The Journal of Adventist Education*

FEB 05 30 *The Journal of Adventist Education is the official publication of the Department of Education of the General Conference and of the Association of Seventh-day Adventist Educators. Employing organizations (conferences, academies, colleges, and universities) are to provide the Journal of Adventist Education for all teachers at all levels.*

3715. Basic Moving Allowances

Y 23 05 A. *Employee Moving Allowances*

1. *Assistance—When an employee is requested by an employing organization to move to a new location or a person is being called into denominational service, the employer may provide the following assistance:*

a. *An amount to cover freight/van charges and insurance up to maximums established by the employer.*

b. *Travel expense and a per diem as per current policy and 100 percent of the regular mileage allowance to move the employee's car or up to two cars for employee and spouse to the new field of employment.*

3715.
cont'd.

c. *A flat amount rounded up to the nearest \$10 to cover packing and other moving costs as follows:*

Employee – 16.5 percent of the Remuneration Factor

Spouse – 16.5 percent of the Remuneration Factor

A single parent (legal guardian) with dependent children may be granted 33 percent of the Remuneration Factor as a moving allowance.

d. *Automobile Registration and Excise Tax—Employees who are called to another state and who are required to pay duplicate excise tax/sales tax, license, and certification/inspection fees may report such expense on one car if they register their car within 90 days of moving to the new area. If the employee has a spouse, the above expenses may also be reported on a second car.*

e. *In cases where it may be necessary to negotiate a bridge loan in order to secure a home at the new location, the bridge loan interest may be reimbursed by the new employer for the same time period during which the employee is eligible to receive duplicate housing allowances in addition to the duplicate and special housing allowance. This bridge loan interest would be considered outside of the ceiling for which special assistance may be given.*

2. *Maximum Assistance—The allowances referred to be b., c., and d. shall be limited to two vehicles and two flat moving allowances per family even though both spouses are employed.*

3. *Sharing Moving Expenses—When calls are extended to a husband and wife to join two different denominational institutional organizations in the same area, the cost of moving shall be shared by the calling organizations. However, when the initial call is for one spouse and the other spouse obtains employment, the organization that initiates the primary call shall be responsible for the full cost of the move.*

Y 23 10 B. *Retiring Employee's Moving Allowance*

A retiring employee may be granted assistance for one actual move to the place of retirement if the employee has been moved at denominational expense during his/her career.

1. *Authorized Expenses—When an employee retires, the employing organization may arrange to pay the moving expense for household goods, and transportation expense including mileage, tolls, hotel and per diem by the most direct route based on 500 miles per day to the place of choice in the North American Division. If the employee's service credit is less than thirty years, the employing organization may pro-rate the move expense based on years of actual service credit.*

2. *Other Move Policies—The provisions of Y 23 05, paragraph 1-c., -d., and -e. do not apply to this move.*

3. *Timing—The Retirement move must occur within five years after retirement, unless other arrangements are documented by the employer prior to retirement.*

4. *Form of Payment—At the discretion of the employer, the move may be arranged by the employer, a cash settlement may be paid directly to the employee, or actual expenditures may be reimbursed.*

5. *Division of Expenses – If both spouses are denominationally employed by different employers at the time of retirement, and are holding a position normally moved at denominational expense, the assistance shall be shared equally by the two employers.*

6. *Tax Obligation—The retiring employee shall be responsible for any tax obligation accruing due to such assistance provided.*

7. *Other Applications—Employers may apply the provisions of this policy in the case of a move due to the death of an eligible employee even if the death is prior to retirement or retirement eligibility.*

3715. C. *Additional Housing Assistance*

cont'd.

Y 16 06

1. *Duplicate Housing*

- a. *Initial Assistance*—When an employee is moved from one location to another, and because of the conditions of his/her lease or failure to sell or rent his/her home, he is required to pay housing expenses both at his/her former location and at his/her new location, an allowance may be granted to cover the time when payments are being made at both locations and both homes are habitable. The allowance may be granted under normal conditions up to three months.
 - b. *Unusual Circumstances*—In unusual circumstances when the employee has not been able to sell the home at his/her former location and evidence is presented indicating that the asking price for said home at the end of the three-month period referred to in 1. was no more than 100 percent of an appraisal provided by an independent appraiser, up to an additional three months' assistance may be granted. An independent appraiser shall be understood to be a qualified appraiser such as may be contacted through banks or home loan associations. Real estate agents shall specifically be excluded from this group. The reasonable cost of such appraisal will be reimbursed by the employing organization.
 - c. *Extreme Circumstances*—If the employee has not been able to sell the home after having received an allowance for six months because of extreme circumstances, the allowance may be continued for a further period of up to six months if the asking price for the said home is not more than 95 percent of the appraisal during this period.
 - d. *Amount*—When granted, the monthly allowance shall be the actual expense for principal and interest, property taxes, and insurance up to 100 percent of the cost factor (housing/utilities/property tax of the Relocation Analysis Report) as indicated by ERI for which the employee was eligible at the former location. Fifty percent of any rental income shall be deducted from the allowance.
2. *Sharing of Loss on Sale*—In view of the importance of pricing a home correctly before it is placed on the market, and due to the critical importance of the first 30 days in the sale of the property, both the employee and the new employer may agree at any time during the selling process that in lieu of spending all the duplicate housing allowance provided in Y 16 06, items 1 through 4, (C.1.a.-d.), the property may be placed for sale at less than one hundred percent of market value as determined by current appraisal. The cost of the reduction may be shared between the new employer and the employee at an agreed upon ratio on an individual basis. The employer cost is not to exceed the maximum duplicate housing allowance provision.
3. *Purchase of Employee's Home*— If in the course of transitioning an employee from one location to another, the employing organization decides that it is in its best interest to acquire the home where the employee currently lives, in order to facilitate the relocation of the individual to the new job assignment, the employing organization may exercise that option with the approval of the governing committee and where applicable, the association or corporation. The home shall be appraised by a third party, and the price will be set excluding realtor fees.
4. *Coordination of Benefits*—The employing organization should discuss the options available to the employee, and should avoid the unnecessary multiple application of the provisions of this policy.

3720. **Amortization of Moving Expense**

E 45 71

The moving expense of denominational employees shall be amortized as follows:

- A. Any organization calling an employee who has rendered less than two full years of service to his/her employing organization shall make 100 percent reimbursement for the employee's last move to the territory of that organization. In case the employee has rendered more than two but less than three full years of service, the reimbursement shall be 50 percent, and for less than four years of service, 25 percent. Any exception to this may be worked out on the administrative level.
- B. If a ministerial intern who has entered upon field service is called between organizations, the above policy relating to the moving expense of regular employees shall apply.
- C. It shall be the responsibility of the calling organization to ascertain whether there are any unamortized expenses pertaining to the employee being called.

3720. D. *In the case of employees called for service outside the North American Division, employing organizations are encouraged to waive the provisions of this policy.*

cont'd.

E. *In the case of an employee being called from the General Conference, the principles outlined in paragraph 1 (A) above shall be followed and applied to any move which has been made within the past four years involving a distance greater than 500 miles.*

3725. Rentals -- Academics

Y 16 05

A. *Remuneration Factor*—*The remuneration factor and the implementation of cost-of-living granted to the employee include a provision for housing. In the US the full implementation of the Relocation Assessor published by the Economic Research Institute, Inc. (ERI), provides the employee with adequate housing assistance for the area where the employee resides. Housing assistance may be granted only by following the ERI cost-of-living indicators. No additional housing allowances may be granted, except as provided for in Y 16 06 (3715 C).*

B. *General Eligibility Requirements*—*It is recommended that housing provided by the employer should be charged to the employee at current community rates or at the rate indicated by the ERI indicator for the location where the employee is employed, whichever is less. Any variance to this recommendation is to be approved by the next higher organization. In the case of boarding academy personnel who are requested to live in school-owned houses or dormitory quarters as a condition of employment, the rate of rent charged shall be at least 75 percent of the community rate. This same rate will apply to conference and camp caretakers.*

C. *Employee-Owned Housing*—*Employees are encouraged, whenever possible, to own housing in, and make adequate provision for housing free-of-debt by the time they are no longer in active service. When an employee purchases housing, he/she accepts the full responsibility involved in home ownership. The employee should, however, counsel with his/her employer as to the appropriate geographical area for his/her new home that will best serve his/her needs and the needs of the employer.*

D. *Parsonage Allowance*—*Where a parsonage allowance is granted to the employee under existing government regulations, the maximum amount of said allowance shall be stipulated annually by the respective union committees.*

3740. Adoption Assistance

Y 26

Full-time employees may be granted assistance of 75 percent of the medical and legal expense and adoption agency fees incurred in the adoption of children if the adoption is completed. The maximum assistance to be granted shall not exceed the equivalent of up to two times the current monthly Remuneration Factor. This assistance shall be limited to one allowance per child.

3745. Tuition Assistance for Children of Employees

Y 24 05

A. *Christian Education*—*Employees are encouraged to support the Church's philosophy of Christian education by enrolling their children in Seventh-day Adventist schools for the purpose of assisting youth in making a decision for and commitment to Christ, thus perpetuating the practice of Seventh-day Adventist beliefs and teachings, enlarging the reservoir of future church employees and lay church leaders, providing a positive example, and reducing the possibility that the children adopt a lifestyle that is not in harmony with the teachings of the Church.*

B. *Eligible Employees*—*Full time Church employees in administrative, professional, and supervisory positions (those considered to be exempt from Federal and state wage and hour laws) are expected to send their children to Seventh-day Adventist denominationally owned and operated schools and are provided assistance on the tuition expense for their children who are enrolled in denominationally owned and operated schools on the elementary, secondary, or liberal arts college levels, or technical or professional schools on the undergraduate levels, a fifth year of college, or additional course study required to secure necessary credentials/certification.*

C. *Students Eligible for Tuition Assistance*—*To be eligible for tuition assistance the student must be:*

1. *An unmarried dependent of the employee.*

2. *Less than twenty-four years of age unless the student has given compulsory military service, volunteer service for the Church, or has a documented medical consideration.*

3745.
cont'd.

3. *Eligible to be claimed as a dependent on the employee's income tax return.*
4. *Born to, or legally adopted by, the employee and/or spouse or is a stepchild by marriage receiving less than 50 percent of support from the new family unit.*

D. *Students Eligible in Divorce and Remarriage Situations—To be eligible for tuition assistance the student must be:*

1. *Under the custody of a divorced employee and eligible to be claimed as a dependent on the employee's tax return.*
2. *Under the custody of the ex-spouse of the employee and eligible to be claimed as a dependent on the employee's tax return.*

The controlling committee may make an exception to Y 24 05-4 (D.) above if the employee has assumed full responsibility for a child's educational expenses in a denominational school.

E. *Assistance—The organization employing the parent (legal guardian) of the student may provide assistance of up to 70 percent of the tuition and all required fees for dormitory students, and up to 35 percent for those not in the dormitory. The assistance on the academy or college level should be calculated on the gross charges for tuition and required fees, according to the current bulletin, before family or other discounts granted by the school. In cases where an employee's church provides a subsidy to cover the differential between constituent and non-constituent tuition rates, the tuition assistance from the employer shall be based on the net tuition expense to the employee. This shall not include charges for private music lessons except where such lessons are required for credit toward music majors or minors, in which case the above percentages may be applied on the basis of the tuition ordinarily charged for an equivalent number of credit hours.*

F. *Professional Programs—Assistance provided for professional programs not requiring an undergraduate degree before beginning graduate study shall be based on, and shall not exceed, the normal tuition costs for a maximum number of semesters or quarters as listed in Y 24 05-7 (G.).*

G. *Limitation on Assistance – Assistance shall be provided for a degree program for a maximum of ten semesters or fifteen quarters (or a combined equivalent).*

H. *Summer Sessions—Students who attend summer sessions shall be eligible for tuition assistance. Such attendance shall not count against the maximum semesters or quarters referred to in Y 24 05-7 (G.).*

I. *Tuition assistance shall be provided for studies through Griggs University and International Academy as per regular policy. Tuition assistance is provided on credits that are earned through the College Level Examination Program (CLEP). The assistance on both is 35 percent whether or not the student is residing in a school dormitory.*

J. *Attending School Outside the Territory—Assistance may not be granted for children attending schools outside their territory unless exceptions are authorized by the employing organizations.*

K. *Attending Schools Outside the NAD—Children independently attending denominationally owned and operated colleges and universities located outside North America may be granted assistance amounting to 70 percent of the actual tuition provided the amount of the assistance is not greater than the amount they would receive if attending their home college.*

L. *Adventist Colleges Abroad students receive tuition assistance based on the cost of tuition at the home campus where they are registered.*

M. *Method of Payment—Assistance for students enrolled in an academy or college shall be made directly to the school. Organizations providing assistance shall make the appropriate arrangement for students attending elementary schools or junior academies.*

N. *Division of Assistance—When both employee and spouse are denominationally employed by separate organizations and both provide tuition assistance according to this policy, each organization shall be responsible for one-half of the assistance. The method of paying the assistance and dividing the cost may be mutually agreed on by the organizations concerned. Only one tuition assistance shall be provided per student.*

- 3745. cont'd.** O. *Exceptions—This policy is intended to apply only to employees' children who attend Seventh-day Adventist denominational schools. Exceptions may be made as follows if approved by the employee's controlling committee:*
1. *Attendance at privately operated Seventh-day Adventist schools if approved by the conference board of education.*
 2. *In cases where an undergraduate-level program of study or a trade/vocational program is not offered in a denominational school in the North American Division, the total assistance shall not exceed the amount which would normally be granted for attendance at a denominational school in the student's union.*
- P. *Employees Disabled—This policy would extend tuition assistance to the dependents of employees who become disabled as outlined in Y 33. Assistance would be continued through the school year in which the employee's elimination period occurs, but in no event would it be carried more than one school year.*

3750. Transcript Release -- Indebtedness to a College

11-09 In order to check the transcript of credits of an applicant for certification who is indebted to a college or university, the applicant shall request release of a transcript to the union for certification purposes only. The employing organization shall be encouraged to develop a plan acceptable to the employee and college whereby the indebtedness will be liquidated.

3757. Senior Academy Area Travel Allowance

Senior academy School Boards may provide the administrative officers of the academy an area travel allowance.

3760. Convention Travel

11-94 All transportation, per diem, and lodging expense for teacher delegates attending authorized conventions and seminars may be paid by the employing organization at the current rates. Cost-sharing may be considered for each of those events.

3770. Employee Basic Life Insurance

Y 34 05 A. *Benefit – All employers shall participate in the North American Division Basic Life insurance plan. This benefit is available to all full-time denominational employees, the spouse thereof and dependent(s) as defined in the Health Care Assistance Policy.*

Y 34 10 B. *Benefit Provisions*

1. *Benefit Scale—The benefit shall be as follows:*

<i>Employee</i>	<i>\$100,000</i>
<i>Spouse</i>	<i>\$ 50,000 (Benefits reduced at age 70)</i>
<i>Dependent child</i>	<i>\$ 10,000</i>
<i>Stillborn</i>	<i>\$ 750</i>

2. *One Benefit Per Death – If the spouse or dependents are also serving as employees of the denomination, only one benefit per death will be paid.*

Y 34 15 C. *Funding—This benefit shall be provided at denominational employer's expense for employees of all organizations and institutions in the North American Division, except health care institutions, and for North American Division-based employees serving in other divisions on a regular full-time basis. However, employees of nursing homes and mission hospitals are included in this plan, provided the employees are being remunerated according to the regular denominational scale, are not eligible for other death benefits provided at denominational expense, and the institution is not part of a health care corporation. All participating organizations shall pay a monthly premium as determined by the insurance company to the insurance company selected by the NAD Risk Management Committee.*

3775. Bereavement Travel

11-09 No provision is made to cover travel costs incurred as a consequence of bereavement leaves. (See 4070.)

3779. Continuing Education Assistance

11-09 The employing organization should fund an annual budget up to a maximum sum equal to 3.4 percent of wage factor (in effect at the time of course completion) times eight (8) academic credit hours. This reimbursement is paid on the basis of each academic hour successfully completed. It is to cover expenses such as travel, textbook and supplies, and living costs. These funds may also be used for tuition at a college or university other than the La Sierra University Extended Campus Program or Union College MAUC approved courses. To qualify for these inservice grants prior approval must be given by the individual's employing organization.

3780. LSU/UC Summer School

3-00 Each summer La Sierra University offers an extended campus Masters Degree program on the campus of Union College. Union College provides undergrad courses.

The LSU/UC courses are tuition-free, plus one official transcript per student, for Mid-America Union education personnel as approved by the sponsoring Conference Office of Education. Funding is provided as follows: Mid-America Union Office of Education (20%) and the local conferences (80%).

The annual finance plan includes the amount paid to La Sierra University and an amount paid to Union College equal to .031 percent of Mid-America Union tithe from two years prior to the budget year. The 80 percent paid by the local conferences will be divided among the respective conferences using percentages calculated from conference tithe total as related to the MAU tithe total two years prior to budget year.

3782. Graduate Study Assistance

FEA 37 05 *Educational institutions, conferences, and unions encourage the professional development of employees by providing financial assistance to attain post graduate degrees. By enabling employees to fulfill high personal and professional goals, Adventist education is greatly enhanced through the benefits of such programs for employees. While the Church wishes that financial resources existed to support all employee categories to the same extent, recognition is given to varied expectations for different levels and employee groups in education. A Master's degree is generally considered an acceptable terminal degree for K-12 teachers. It is usually considered more essential that the K-12 administrators and conference and union office of education personnel possess a doctoral degree, but K-12 teachers who have doctorates are real assets to their schools.*

FEA 37 15 A. *Master's Degree–K-12 education employees studying for a Master's degree shall receive financial assistance from the employing organization in harmony with union conference policies. When such assistance is granted it is usually on a part-time basis, such as during summers, or during the regular school year while working. Financial assistance for K-12 educational personnel usually consists of free tuition at the union's college on the basis of arrangements made between the union and college, or the payment of tuition and required fees, in accordance with union policies, to another institution offering a graduate program appropriate for the employee. Because of the difficulty of K-12 administrators and conference and union office of education personnel to take a complete break from their administrative responsibilities while studying, they generally would receive both tuition assistance and salary considerations.*

FEA 37 20 B. *Amortization for Master's Degree–Assistance given during the summer or school year for part-time study on a Master's degree shall be amortized by one year of service following the study. Upon receipt of the Master's degree the education employee will be obligated to serve his/her employing organization for one year. Whatever graduate expense has not been amortized by previous service will be amortized by this one year of service, or it shall be the liability of the employee or the calling organization. If a full-time leave of absence is granted, the amortization schedule developed for doctoral study shall be applied. A summer's leave of absence for study for a Master's degree shall be amortized by one year of service following the study.*

1. *Full-time leave of absence–A full-time leave of absence shall consist of at least twelve (12) or more weeks of assisted study leave with no regular work responsibilities.*
2. *Part-time study leave–A part-time study leave shall include summer school classes or not more than two classes per quarter or semester during the school year while continuing regular or reduced work responsibilities.*

3782. C. *Doctoral Degree–K-12 educational employees who are approved by their employing organization for a full-time leave of absence for advanced study toward a doctorate degree shall receive an assistance allowance that may include the following:*

cont'd.
FEA 37 25

1. *Salary and allowances as per employment agreement.*
2. *Assistance for tuition and fees.*
3. *Assistance for research and dissertation expense up to a maximum of two (2) times the Remuneration Factor.*
4. *Negotiated travel expense, if warranted.*

A written contract is to be entered into which clearly states the type and amount of assistance to be granted. The allocation of funding assistance for each participating entity will be determined by union policy.

FEA 37 30 D. *Amortization for Doctoral Degrees–For employees granted a full-time leave of absence, the total doctoral study expense shall be amortized annually in an amount equivalent to five times the Remuneration Factor or one-seventh of the total expense, whichever is greater, for each full year of service. For employees granted part-time doctoral study, financial assistance given during the summer or school year shall be amortized by one year of service following the study. Upon completion of the doctorate, employees on part-time study leave will be obligated to serve the institution for one year. Whatever graduate expense has not been amortized by previous service will be amortized by this one year of service, or it shall be the liability of the employee or the calling organization.*

FEA 37 35 E. *Call to Another Organization–When an educational employee with an unamortized graduate expense is called to another organization, it shall be mutually agreed upon in writing by the two organizations, before the call is actually passed to the teacher employee, as to whether this amount is to be paid in one sum or over a period of time.*

FEA 37 40 F. *Discontinuance of Denominational Employment–The unamortized balance in the unamortized graduate study expense account for employees who have taken a full-time leave of absence is the responsibility of those employees if they leave denominational employment. Employees, who have been on part-time study leave but have not worked a full year to amortize the assistance received, are responsible for reimbursing the employing organization a proportionate amount.*

3785. Advanced Studies -- Superintendent

11-91 When a superintendent or associate superintendent is authorized to take graduate work, the tuition and fees shall be paid by the employing organization, and amortized by a plan agreed to in advance by the two parties.

3810. Health Care and Disability Assistance

11-94 Employee health care and disability assistance plans are available for full-time employees. Details can be obtained from the North American Division Health Care Assistance Plan booklet.

3850. Definition of The North American Division Retirement Plan

11-09 Complete details are stated in the publication, *The NAD Retirement Plan* of the General Conference of Seventh-day Adventists, or from the superintendent.

4000. Employment Philosophy for Mid-America Union Conference Education Institutions

5-05 The primary purpose of Adventist schools is to carry on the mission of the Seventh-day Adventist Church. This purpose is the basis for all employment relations. Employment policies have as their goal the furtherance of God's work through the church and the expectation that employees will demonstrate their commitment to this mission. Therefore, in employing personnel for its educational institutions, one of the qualifications for any position is that the applicant shall be a Seventh-day Adventist who is committed to the mission of the church.

The basic teachings and international nature of the Seventh-day Adventist Church require that its institutions be committed in philosophy and practice to the doctrine of equal human rights. The church insists that all persons should be given full and equal opportunity within the church to develop the knowledge and skills needed for the upbuilding of the church. Within these parameters, positions on all levels of church activity are open on the basis of qualifications, without regard to race, color, gender, national origin, age, disability or any protected categories under applicable state laws and local ordinances.

4001. Nondiscrimination Exception - Employment

FEA 05 30 *For Seventh-day Adventists the free exercise of religion includes the right to operate educational institutions that are distinctively Seventh-day Adventist. The creation and maintenance of such institutions require that they be staffed only by those individuals who are in complete harmony with the beliefs and practices of the Church. Hence, in the employment of personnel for its educational institutions one of the occupational qualifications for any position is that the individual must be a Seventh-day Adventist, committed to the program of the Church.*

School boards shall, officially and in practice, abide by the following policies relating to employment:

- A. *Equal employment opportunities shall be afforded to all on the basis of qualifications, without regard to race, color, gender, national origin, ancestry, physical handicap, age, height, weight, marital status (single, married), or prior military service.*
- B. *Inasmuch as the personal life and the professional identity of an individual are inseparable, all employees are expected to conform to the standards of conduct that are in harmony with Seventh-day Adventist principles.*

4010. Credentials and Licenses

E 05 05 *Denominational employees shall be classified and accredited by the employing organization (see E 10) according to the categories listed below. No person shall be included in more than one category at the same time. Any union that wishes to issue credentials other than those categorized below, may do so with prior approval of the General Conference Executive Committee at Annual Council, upon the recommendation of the North American Division Executive Committee. Only Ministerial and Commissioned Minister Credentials and Ministerial License holders are eligible for parsonage allowance. This exclusion was initiated by the United States government for ordained pastors only. The Church has created the commissioned credential and license for those who are not on the ordination track but are in pastoral or ministerial work. L 26 and L 27 clarify the requirements for receiving this credential.*

E 05 20 *Teachers—A K-12 teaching certification process is administered by the local union according to policy developed by the North American Division Office of Education. It stipulates minimum academic qualifications and continuing education requirements for teachers in Seventh-day Adventist schools. Employing organizations shall verify that employees hold Seventh-day Adventist church membership in regular standing, and that there has been no history of inappropriate ethical and/or immoral conduct. A criminal background check shall also be conducted. A teaching certificate will not be issued to any person who has been convicted of a felony or who has exhibited unethical or immoral conduct that would put children at risk, such as, but not limited to, child abuse, or that would otherwise be unacceptable for such a position. A certificate may be revoked or suspended for any reason that is cause for dismissal as provided for in the employing organization's union education code.*

Official credentials and licenses are issued as follows:

A. Educators

E 05 20-1.a. 1. Commissioned Ministry of Teaching Credential

To teachers and other professional educators with a life-long commitment to and significant experience in the Seventh-day Adventist ministry of education, usually not fewer than six years, with demonstrated proficiency in assigned responsibilities. Such teachers and professional educators will also exhibit Christian responsibility for nurturing and leading souls to Christ, for consistently upholding Christ as the focal point of all curriculum and instruction, and for demonstrating positive interpersonal relationships, thus providing an environment of social, spiritual, and emotional stability.

2-06 The Commissioned Ministry of Teaching credential is awarded as voted by the local conference board of education following a selection process and commissioning service.

E 05 20-1.b. 2. Commissioned Ministry of Teaching License

To licensed/certificated teachers/educators with not fewer than three years of satisfactory service who have demonstrated a commitment to long-term service in the Seventh-day Adventist ministry of education, who support the fundamental beliefs of the Church, and are in regular standing in the Church, and who practice a Seventh-day Adventist lifestyle.

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E 05 20-1.c.

3. *Ministry of Teaching License*

Generally to entry level teachers or teachers initiating their work into the Seventh-day Adventist ministry of education. This is a provisional status for all newly employed Seventh-day Adventist teachers.

B. Others

E 05 15-3

1. *Missionary Credential*

To employees with significant experience in denominational service, usually not less than five years, who demonstrate proficiency in the responsibilities assigned to them and whose remuneration is at approximately the maximum for their category in the denominational remuneration scale. These may include regularly employed field, institution and office employees.

E 05 15-4

2. *Missionary License*

To employees with limited experience (less than five years) including regularly employed field, institutional and office employees.

E 05 10-1.a.

3. *Ministerial Credentials*

To ministerial employees who have demonstrated a divine call to ministry and have been previously classified as licensed ministers and ordained to the ministry. An ordained minister is authorized to perform all the ministerial functions of the Church without limitation. (See L 35.)

E 05 10-1.b.

4. *Ministerial License*

To ministerial employees who have demonstrated a divine call to ministry which is recognized by a conference with an assignment as a spiritual leader, pastor, chaplain, or evangelist. Such employees must have been ordained as a local elder, and are authorized to perform substantially all the religious functions within the scope of the tenets and practices of the Seventh-day Adventist Church in the territory of the assigned organization. A licensed minister is on the path toward ordination. (See L 25.)

E 05 10-2.a.

5. *Commissioned Minister Credential*

To the following ministerial employees who have demonstrated a divine call to ministry and have been previously classified as a licensed commissioned minister, in which capacity he/she has served for at least five years (See L 26.) unless they hold ministerial credentials and except as provided in E 05 15. In addition, individuals who have demonstrated a divine call to ministry and whose spiritual leadership is acknowledged by election or appointment to serve in full-time spiritual leadership positions (administrative, departmental, and institutional) normally occupied by an ordained minister prior to the adoption of this policy are also eligible to receive Commissioned Minister Credentials. (See L 27.) Commissioned ministers are authorized to perform substantially all the religious functions within the scope of the tenets and practices of the Seventh-day Adventist Church in the territory of the assigned organization, institution, or congregation. For employees serving in a pastoral role who have received the commissioning service, the credential is retained as long as they remain employees of the denomination.

a. *An appropriate commissioning service shall be conducted when an employee is granted a Commissioned Minister Credential.*

b. *It is not the normal practice to ordain an individual holding a Commissioned Minister Credential.*

E 05 10-2.b.

6. *Commissioned Minister License*

To ministerial employees who have demonstrated a divine call to ministry which is recognized by a conference with an assignment as a pastor, institutional chaplain or commissioned minister in a leadership position. Such employees must be ordained and must currently serve as a local elder, and are authorized to perform substantially all the religious functions within the scope of the tenets and practices of the Seventh-day Adventist Church in the assigned institution or congregation. Commissioned ministers holding a license are not normally on the path toward ordination to the ministry.

4030. Certification

FEA 35 40 *The North American Division Office of Education establishes certification requirements for elementary and secondary education personnel. It delegates authority to the (Mid-America) union conference office of education to issue certificates on its behalf to education personnel who meet the requirements. Teachers are responsible for obtaining the appropriate teaching certificate and maintaining current certification.*

2-06 For denominational certification see *NAD Certification Requirements* manual, which can be obtained from the local conference office of education or North American Division Office of Education website. It is the employee's responsibility to obtain state certification where required.

4036. Certification Clarifications

2-06 Matters of special concern relating to certification shall be referred to the Mid-America Union Certification Review Committee. Matters not resolved by this committee will be referred by the Mid-America Union Office of Education to the North American Division Office of Education.

4037. Summer School Attendance

2-06 Educators employed in the Mid-America Union may attend summer school sponsored by the union without the payment of tuition when authorized by the conference superintendent/academy principal. For financial details pertaining to advanced study see 3780.

A. Conditional Certificate Renewal

All educators holding conditional certificates shall be required to secure a minimum of six semester hours (nine quarter hours) of course work annually which must apply toward the requirements for the standard teaching certificate in order to renew their conditional teaching certificate.

B. Summer School for Transferring Educators

An educator from another union who is newly employed in the Mid-America Union and who is currently enrolled in a study program elsewhere may, upon conference board of education approval, be permitted to complete work where enrolled if a transfer would entail hardship or a loss of credit. In such a situation the educator is to receive benefits from the employing organization equal to those granted to educators enrolled in courses sponsored by the Mid-America Union.

C. Orientation to Seventh-day Adventist Teaching

Griggs University and International Academy offers a course of study for teachers who graduated from a non-Seventh-day Adventist college. These courses meet the requirements for those courses which comprise the Adventist component of denominational certification requirements. The courses total eight semester hours and cover the need for the 15-18 hours normally required.

4045. Definitions of Types of Employment

5-05 A. Administration

The organization of administrative services will depend upon the size and type of school and may include the following:

1. Principal

The principal is the designated official responsible for the instructional and financial operation of the school. (See 1620.)

2. Vice-Principal

A vice-principal may be appointed by the principal of a large school in counsel with the superintendent and the School Board. The principal in consultation with the School Board defines the vice-principal's assignments.

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3. Supervising Principal

A supervising principal functions in the capacity of an instructional administrator of an elementary school operated as part of a K-12 school. The supervising principal assists in matters of financial management, teacher assignment, and curriculum supervision.

FEA 35 15

4. *Teaching Principal*

In the operation of some elementary schools or junior academies, it is the practice to appoint a teaching principal who is charged with the responsibility of performing the duties of a principal in addition to the teaching assignments as established by the school board. The teaching load of this individual will be reduced proportionately to the administrative responsibilities assigned.

FEA 35 20

5. *Head Teacher*

In small schools of one to three teachers, one teacher may be appointed as head teacher. Responsibilities will be detailed and defined by the superintendent of schools in consultation with the school board.

2-06

6. Vice-Principal for Finance

The vice-principal for finance is the financial officer responsible to the principal and the School Board for the institution's business/accounting matters.

7. Assistant to the Vice-Principal for Finance

The assistant to the vice-principal for finance's duties may include management, purchasing, financial planning, budgeting, and credit control and coordination. The assistant to the vice-principal for finance is under the direction of, and answerable to, the vice-principal for finance and the principal.

8. Accountant

The accountant records, classifies, and summarizes all business transactions of the organization. The accountant receipts, disperses, and deposits for safekeeping all funds of the organization as directed by the vice-principal for finance. They generally do not have managerial or discretionary responsibilities.

B. Instructional

Instructional personnel are those persons employed as classroom teachers.

C. Supporting

1. Residence Hall Dean

The residence hall dean is an administrative employee with the responsibilities of maintaining the residence hall as a home for student residents, providing services for the students' spiritual and social maturation.

2. Director of Health Service/School Nurse

The director of health service/school nurse is responsible for the organization of a student health care program and maintenance of student health records in accordance with state regulations and School Board requirements.

The director of health service/school nurse should possess the appropriate professional qualifications.

3. Director of Food Service

The director of food service is a classified employee responsible for the planning and preparation of nutritious and attractive meals. The director of food service is responsible for the proper care of food service facilities, equipment, and the management of food service personnel. The director of food service should possess the appropriate professional qualifications where required by law.

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4. Director of Library/Media Center

The director is responsible for the library/media center including the procurement and usage of the books/equipment. The library/media center director should have valid denominational endorsement.

5. Director of Guidance and Counseling Services

The director of guidance and counseling is responsible for advising and counseling students and should have a current denominational certificate with endorsement for guidance and/or counseling.

6. Director of Development

The director of development is responsible for fundraising programs and alumni association sponsorship. The director works at the direction of the Board and under the supervision of the principal.

7. Registrar

The registrar is responsible for maintaining the student academic and attendance records and for assisting with other academic responsibilities as assigned by the principal. This position does not require certification.

FEA 35 35 D. *Noninstructional Classified Employees*

Classified employees are noninstructional personnel (nonexempt) employed on an hourly basis. Classified personnel are to be participating and supporting members of the Seventh-day Adventist Church and exemplify high standards of Christian conduct. They will give evidence of physical and mental health which qualifies them to associate with children and youth. (See 4400-4483.)

4050. Qualifications

2-06 General qualifications for administrative and instructional personnel include the following:

- A. Membership and active involvement in a constituent Seventh-day Adventist Church. Exceptions must be voted by the conference board of education.
- B. Return a faithful tithe through a constituent church or local conference.
- C. Exemplary Christian conduct.
- D. Good citizenship.
- E. Recognition of the basic rights of individuals.
- F. Procurement and maintenance of a valid denominational certificate applicable to the position held.
- G. Procurement and maintenance of a valid state certificate applicable to the position held, where required.
- H. Demonstration of a high degree of diplomacy and "people skills."
- I. Acquaintance with, and adherence to, the legal aspects of an educational program.

4055. Duties and Responsibilities

3-02 General responsibilities of administrative and instructional personnel include areas such as, but not limited to, the following:

- A. Providing a dynamic environment with emphasis on Adventist Christian living and effective learning.
- B. Establishing and maintaining effective classroom organization.
- C. Supervision of students as stipulated by state law and conference policy.

- 4055. cont'd.**
- D. Assuming responsibility for professional self-improvement.
 - E. Participating in church and community activities.
 - F. Demonstrating ability for organization and leadership skills.
 - G. Developing effective relationships with parents/legal guardians, patrons, and colleagues.
 - H. Securing and maintaining required records.
 - I. Participating in Home and School Association activities.
 - J. Implementing policies of the school administration and Conference Office of Education.
 - K. Cooperating with the administration in caring for school property.
 - L. Reporting for duty as stipulated by the school administration and Conference Office of Education.
 - M. Utilizing effective teaching methods.
 - N. Carrying out other responsibilities as assigned by the superintendent/ school principal.

4058. Professional Ethics

- 5-05 Administrative and instructional personnel have the personal responsibility to:
- A. Consistently and wholeheartedly practice the teachings of the Seventh-day Adventist Church.
 - B. Maintain loyalty to the Seventh-day Adventist Church and its aims and ideals for education.
 - C. Recognize Adventist teaching as a ministry.
 - D. Recognize the inherent value of each individual.
 - E. Demonstrate no discrimination or partiality to anyone due to race, color, gender, disability, and social position.
 - F. Strive for excellence in teaching methods and techniques.
 - G. Give to fellow educators:
 - 1. Encouragement and moral support, refraining from making derogatory comments.
 - 2. Respect for delegated duties and responsibilities.
 - 3. Respect for lines of authority.
 - H. Give support to students by:
 - 1. Reflecting the kind, compassionate character of Christ in words and actions.
 - 2. Seeking opportunities to help them grow in their relationship to Christ.
 - 3. Recognizing the obligation to meet promptly and faithfully all professional appointments with classes, with individuals, and with groups.
 - 4. Cultivating friendly, professional relationships.
 - 5. Avoiding undue familiarity or the appearance of impropriety.
 - 6. Providing students a forum to express their views and giving them the assurance of careful and objective consideration of their opinions.

4058.
cont'd.

7. Holding in professional confidence student's private ideas, needs, weaknesses, and failures.
 8. Refraining from discussing one's personal problems with students.
- I. Give support to the school by:
1. Demonstrating loyalty through observance of its policies, rules and procedures.
 2. Participating in its activities and programs.
 3. Accepting and carrying such responsibilities as may be assigned.
 4. Refraining from the discussion of confidential information with students, parents/legal guardians, or other unauthorized persons.
 5. Enrolling their children (who are not "special needs" students) in Seventh-day Adventist Schools.

4060. Harassment

E 84 05

A. *Working Environment*

The North American Division values the dignity of all human beings as children of God and recognizes its responsibility to all employees to maintain a working environment free from harassment. It endeavors to achieve this environment through educating employees that harassment violates the law and will not be tolerated by the Division.

The North American Division also endeavors to prevent harassment by publishing this policy, by developing appropriate sanctions for misconduct, and by informing all employees of their right to complain of harassment.

To maintain a work environment free of harassment and assist in preventing inappropriate workplace conduct, the North American Division expects each NAD organization to take the following actions:

1. *Develop a harassment policy and complaint procedure;*
2. *Designate an officer to serve as the individual to whom complaints of harassment can be made in addition to an employee's departmental director;*
3. *Supply each employee with a copy of the harassment policy and complaint procedure; and*
4. *Have each employee acknowledge receipt of this policy and complaint procedure, which will be maintained in the employee's personnel file.*

E 84 10

B. *Employee Personal Conduct*

Employees of North American Division organizations are to exemplify the Christ-like life and should avoid all appearances of wrong doing. They should not engage in behavior that is harmful to themselves or others or that casts a shadow on their dedication to the Christian way of life. Personal attire, posters, banners, bumper stickers, tags, flags, and other symbols whose message, historically or currently, is, or could reasonably be construed to be, one of prejudice, discrimination, or that is inflammatory, must not be displayed anywhere on the premises of the North American Division or its organizations, or while representing the North American Division in any capacity. Employees should respect and uplift one another. Employees should never be placed in a position of embarrassment, harassment, ridicule, belittlement or disrespect because of their gender, race, color, national origin, age or disability. To do so would be a violation of God's law and civil laws protecting human rights and governing workplace conduct.

E 84 15

C. *Sexual Harassment*

Sexual harassment is a form of harassment that involves unwelcomed sexual advances, requests for sexual favors or other verbal, written or physical conduct of a sexual nature when:

1. *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or*
2. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual; or*

- 4060.** 3. *Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance
cont'd.* *or creates an intimidating, hostile or offensive working environment.*

E 84 20 D. *Improper Conduct*

Improper conduct by the employer, co-workers and, in some instances, non-employees includes, but is not limited to:

1. *Any subtle or other pressure or request for sexual favors or activity, including any suggestion that an applicant's or employee's giving in to or rejecting sexual advances will have an effect on that person's employment or terms of employment;*
2. *Unwelcomed sexual flirtation or propositions;*
3. *Unnecessary or inappropriate touching of a sexual or abusive nature (e.g. patting, pinching, hugging, repeated brushing against another person's body);*
4. *Displays, whether worn on the person, displayed in offices or on personal vehicles parked in parking lots used by the North American Division or its organizations sexually suggestive pictures, drawings, cartoons or objects or other erotica;*
5. *Threats or demands for sexual favors;*
6. *Unwelcomed or derogatory statements related to gender, race, color, national origin, age or disability (for example, kidding, teasing, degrading jokes or offensive comments or tricks);*
7. *Demeaning or degrading comments about an individual's appearance;*
8. *Denying an employee the opportunity to participate in training or education on account of gender, race, color, national origin, age or disability;*
9. *Limiting opportunities for promotion, transfer or advancement on account of gender, race, color, national origin, age or disability; or*
10. *Requiring a protected employee to perform more difficult tasks or less desirable work assignments in order to force them to retire or resign from employment.*

E 84 25 E. *Reporting Incidents*

Employees who believe that they have been harassed should immediately take the following steps:

1. *Make it clear that such conduct is offensive and should be stopped immediately; and*
2. *Report the incident to the immediate department director or to the designated officer of the organization to whom complaints can be made. The initial report should be followed by a written statement describing the incident and identifying potential witnesses.*

E 84 30 F. *Third-Party Reports*

Employees who are aware of incidents of potential workplace harassment toward others are to report such incidents to their department director or the designated officer to whom complaints can be made.

E 84 35 G. *Investigation*

Complaints of harassment shall be promptly handled and maintained in confidence to the extent possible.

E 84 40 H. *Discipline*

A violation of this policy may result in discipline, up to and including dismissal from employment.

E 84 45 I. *Prohibition of Retaliation*

The North American Division prohibits retaliation against employees complaining of harassment.

4065. Teaching Load

3-07 Instructional personnel will be assigned responsibilities based on professional preparation, experience, personal qualifications, and needs of the school.

A student unit (SU) is a value assigned to each student in the classroom. A teaching load is based on a maximum number of units as specified per classroom, depending upon the number of grades that are involved. The maximum total SUs is determined by multiplying the SU by the respective number of students.

The SU for each grade level is:

K = 1.75	4 = 1.0	7 = 1.0
1 = 1.5	5 = 1.0	8 = 1.0
2 = 1.5	6 = 1.0	Students with IEPs or ELL Students (as identified by conference guidelines) = 2.5
3 = 1.0		

Consideration of a teacher load should be given when a classroom has English Language Learners (ELL) and/or special needs students. The physical size of the classroom should also be considered when assigning a teacher load, i.e. 33 square feet per student.

A. Elementary School

If a teacher's assignment exceeds the maximum as outlined below, assistance shall be given either by a part-time certificated teacher or by a teacher assistant.

1. The maximum student units in a single-grade kindergarten classroom shall be thirty-five (which is equivalent to 20 students).
2. The maximum student units for a teacher having five or six grades should not exceed fifteen.
3. The maximum student units for a teacher having three or four grades should not exceed twenty-five.
4. The maximum student units for a teacher having two grades should not exceed twenty-eight.
5. The maximum student units for a teacher having one grade (excluding kindergarten) should not exceed thirty.
6. The maximum number of grades in a single teacher classroom is six grades.

Any variation of the above must be approved by the local Conference Office of Education.

B. Junior Academy

Six subject preparations per day constitute the suggested teaching load for a secondary teacher in a normally departmentalized junior academy. If a teacher's assignment exceeds the suggested load, assistance shall be given either by a teacher's assistant or a student reader. Supervisory and co-curricular duties will be assigned by the principal as part of the teacher's professional responsibilities. This policy shall not apply to a grade 7-9 classroom with one teacher.

C. Senior Academy

A suggested teaching load for a full-time staff member is six subject preparations or six class appointments per day. One preparation period per day is recommended. Additional supervisory and co-curricular duties will be assigned by the principal as part of the teacher's professional responsibilities. If a teacher's assignment exceeds the suggested load, assistance shall be given either by additional preparation periods or a student reader.

When a school has been granted permission to implement an innovative program, the teacher load shall be defined in the proposal.

4067. Teacher Evaluation

5-05 All teachers on Levels I and II are to have formal evaluations at least twice during the academic year. Those on Level III are to have formal written evaluation at least once during the academic year.

The superintendent will direct the teacher evaluation program. In larger elementary schools, junior and senior academies, the principal will play the major role in supervision and evaluation.

The purposes of evaluation are to:

- A. Provide constructive feedback to individual educators.
- B. Recognize and help reinforce outstanding service.
- C. Provide direction for staff development practices.
- D. Unify teachers and administrators in their collective efforts to educate students.
- E. Provide correction for actions or omissions which do not comply with policies, rules or procedures.
- F. Provide documentation for further corrective actions or termination of personnel, as necessary.

4070. Bereavement

11-94 A leave up to three days, with no loss of salary may be granted to an employee in case of a death in the immediate family. The immediate family is defined as the employee's spouse, children, and grandchildren, as well as the grandparents, parents, brothers and sisters of either the employee or spouse. Unusual cases shall be considered on an individual basis by the employing organization.

No provision is made to cover travel costs incurred as a consequence of bereavement leaves.

4071. Jury Duty

5-05 Jury duty is a paid leave and the cost of a substitute teacher will be paid by the employing organization. The employee is to report on the next full working day upon release from jury duty.

4072. Family and Medical Leave of Absence

5-05 Each conference board of education shall vote a leave policy that complies with the provisions of the Family and Medical Leave Act, (if the conference is subject to that statute). (See 3655.)

4073. Personal Reasons

3-02 Leaves for personal reasons not included in Family and Medical Leave Act must be approved in advance by the employing organization. Such a leave may require an adjustment in the remuneration of the employee. The employing organization retains the right to make any adjustments necessary to assure the continued quality of the educational program during an extended leave for personal reasons.

4075. Leave for Pregnancy

E 82 70 A. *Provision—Pregnancy leave shall be granted on the same basis as extended sick leave in accordance with the Sick Leave policy and Paid Leave policy. Eligible employees requesting pregnancy leave are to request Family and Medical Leave of Absence leave (see E 83). Employees are expected to return to employment as soon as they are physically able to resume their duties. The beginning date and duration of the pregnancy leave shall be in harmony with the advice of the attending physician.*

B. *Remuneration—Beginning with the first day of pregnancy leave, regular remuneration shall be continued and shall be charged to the extended sick leave bank until those accumulated hours have been exhausted. Accrued time in the paid leave bank may also be used for pregnancy leave. An employee may be remunerated on the foregoing basis whether or not she plans to return to work at the end of the pregnancy leave.*

- 4075. cont'd.**
- C. *Where government law dictates pregnancy leave policy, the employing organization shall observe those policies.*
 - D. *Post Leave Employment—An employee returning from pregnancy leave under the Family and Medical Leave of Absence policy will be entitled to reinstatement in her previous job or a job of equivalent pay, benefits, and other employment terms and conditions. Upon returning to work, it will be necessary to provide a doctor's medical release.*
 - E. *Paid and/or Unpaid Leave for the Birth or Care of a Child—Employees are entitled to up to twelve weeks of paid and/or unpaid leave for the birth or care of a child. However, once the physician has released the employee from medical care, should the employee wish to continue Family and Medical Leave of Absence leave, any paid leave from the extended sick leave bank would be discontinued, but both male and female employees may access any applicable paid leave available to them (see E 83 15).*

4200. Employer

3-02 The conference board of education is the administrative authority for the conference educational system. To assure effective and orderly operation of the schools within the conference, the conference board of education delegates certain discretionary and administrative functions to School Boards.

FEA 35 45 *Employment Policies—The educational personnel resides with the (Mid-America) union conference board of education, K-12. Local conference boards of education, K-12 are responsible for implementing these personnel policies with K-12 educational personnel.*

5-05 The employment, assignment, transfer, or termination of personnel is a function of the conference board of education. Although the conference board of education may delegate certain discretionary and administrative functions for the operation of schools to School Boards, such committees are required to cooperate with the conference board of education and the superintendent in the operation of schools according to policy.

4202. Employment Offer

5-05 A. A written employment offer letter may be provided by the employing organization. Such offer letters shall not be construed in any manner as contracts of employment.

If the employer does not intend to extend employment for the following academic year, written notice shall be mailed to the employee's last known address by May 1. Employees must acknowledge their acceptance of the employment offer by returning the signed/acknowledged offer letter within thirty days of issuance. Failure to return the signed/acknowledged offer letter within thirty days of issuance, will be considered a rejection of the employment offer.

B. In most cases, education personnel will be assigned for ten months of duties, receiving a ten-month salary in the form of twelve monthly payments.

C. The employment offer letter should include, but not be limited to, the following:

1. The identification of the employer and the employee
2. The school of assignment and date upon which employment shall commence
3. The amount of hourly wages and/or salary to be paid
4. Employment status (Level I, II and III).
5. The Conference and other denominational organizations, such as the Mid-America Union Conference, have adopted various policies, procedures, codes and rules (collectively the "policies") that apply to employment of educational employees. Educational employees are responsible for complying with these policies, including but not limited to the Mid-America Union Conference Education Code and any Conference Working Polices, during their employment with the Conference. All such policies are not contractual in nature.

4204. Employment Period and Assignment

5-05 A. Employment Period

The fiscal employment period for full-time employees begins July 1 and ends June 30.

B. Ten-Months Assignment

Most education personnel are assigned duties for ten months. An employee assigned for ten months receives an annual salary paid in the form of twelve monthly payments. They are free to pursue personal activities during the remaining two months. Three weeks of paid vacation are included in the ten-months assignment. The Mid-America Union Wage Scale compensates employees who qualify for a fourth week of vacation.

C. Twelve-Months Assignment

The Board of Education may assign an employee to twelve months of duty, including vacation time. The employee will receive a basic monthly wage for twelve months.

D. Notice

If the employer does not intend to continue or extend the employment for the following academic year, written notice shall be mailed to the employee's last known address by May 1.

4205. Twelve-Months Assignment Requests

The board of a school with four or more teachers, including the principal, may request the conference board of education to assign administrative personnel for twelve months. Senior academy principals are on twelve-month assignments.

4206. Summer Appointments for Employees not on Twelve-Month Assignments

5-05 Employees on less than twelve-month assignment may be employed for special projects during all or a portion of the summer months when the academic year is not in regular session. A weekly stipend will be paid as specified in the Mid-America Union Wage Scale. Work days involving a portion of a week will be remunerated on a prorated basis.

4207. Level I Employment

2-06 Level I is the employment status given to an employee who does not hold current denominational North American Division certification, or is a part-time/contract certificated teacher, or is employed under identified special provisions.

4208. Level II Employment

5-05 Level II is the employment status given to an employee holding a North American Division Designated Subject, Conditional, or Basic Certificate. This level may also be given for up to three years to employees holding a current North American Division certificate who transfer into the conference. Level II employees are employed for an academic year.

4209. Level III Employment

5-05 Level III is the employment status given to continuous full-time employees who hold a current North American Division Standard or Professional teaching certificate.

The granting of Level III employment status is a function of the conference board of education upon recommendation of the superintendent and/or the senior academy principal.

4213. Probation

5-05 The conference board of education may place an employee on probation if the employee exhibits unsatisfactory professional service, personal conduct, or influence for a reasonable amount of time not to exceed one year.

A. Reasons for placing an employee on probation may include, but are not limited to, the following:

1. Inadequate teaching skills; this is generally concerned with failure to organize and present instruction in a manner deemed effective by those supervising.

4213.
cont'd.

2. Lack of classroom control and discipline; this may extend from a permissiveness that interferes with the instruction in a single classroom to a boisterousness that interferes with instruction in adjacent classrooms.
3. Failure or refusal to cooperate with administrators or supervisors; this may include indifference to suggested improvements, to open defiance and verbal abuse.
4. Indifference to student welfare; this may involve omission of acts considered necessary, or commission of acts considered detrimental to the health and safety of students or the general morale of students.
5. Failure to comply with conference policies, rules or procedures.
6. Inappropriate conduct; for example, repeated displays of temper with students, with other teachers, or with the parents of students.
7. Lack of punctuality; such as repeated failure to meet classes, faculty meetings, or other school appointments.
8. Management of personal finances in such a way that it interferes with the effectiveness of the employee.
9. Failure to obtain or maintain required certification.

B. Procedure to implement probation:

1. The superintendent, in consultation with the respective School Board chair and/or principal, recommends to the conference board of education that an employee be placed on probation. No local School Board should consider any action or make a recommendation regarding personnel without the presence of the superintendent or designee.
2. The conference board of education will consider and act upon the recommendation of the superintendent.
3. The superintendent will notify the employee in writing of the change to probation, stating reasons for the Board of Education action.
4. A Professional Improvement Plan developed by the employee, and approved by the superintendent and/or principal, will be outlined in writing and implemented within ten working days.
5. The superintendent and/or principal will conduct a minimum of two formal evaluations during probation.
6. During and/or at the end of probation the superintendent and/or principal will conduct a final evaluation and prepare a report for the conference board of education. The conference board of education will then review the employee's probation and the probation will either be concluded or the employee will be terminated. The final evaluation, report, and decision to terminate employment may occur during or upon completion of the probationary period.
7. If an employee desires to appeal a disciplinary action, the employee must present a written grievance no later than 30 days after receipt of the letter of discipline to the academy principal/conference superintendent. The academy principal/conference superintendent shall respond to the employee in writing within fifteen (15) working days of receiving the grievance. Employees should refer to local conference Grievance Policy for further appeal rights.

4214. Service Records

- 5-05 Records of service for all denominational employees shall be kept in permanent form. This record shall be kept on the form approved by the North American Division Committee.
- 3-02 All employees shall receive a copy of their service record at least annually.
- E 70 15 *Maintaining the service records shall be the responsibility of the Human Resources director or the individual assigned Human Resources responsibilities of the employer.*

4215. Not Completing Teaching Assignment

- 5-05 See 3650.

4216. Educator Transcripts

2-06 The educator has the responsibility to procure for the union registrar transcripts of all academic credits. Records for educators moving from one union conference to another will be transferred directly from union registrar to union registrar. (See 3750.)

4220. Reassignment Based Upon Needs and Qualifications

3-02 Personnel reassignment involves assigning an employee to work at an appointment different from their current assignment within a school or conference.

The conference board of education by recommendation of the superintendent in consultation with the principal, may reassign employees when such reassignment is in the best interest of the school and when such reassignment does not adversely affect the salary of the employee during the current employment year. Reassignment shall be based upon the needs of school or conference and the professional qualifications of the employee.

4221. Appeal Process for Reassignment

11-94 The employee may appeal the reassignment by following the same procedure as that outlined for terminations. (See 4277.)

4225. Authority to Transfer

3-00 The conference board of education, by recommendation of the superintendent, may transfer an employee from one school to another within its jurisdiction. The Board of Education, through the superintendent, also may transfer an employee to a school outside its jurisdiction by facilitating an employment offer by another conference. Reasons for transfers shall be submitted in writing to the transferee.

4227. Reasons for Administrative Transfer

3-02 A transfer may be made for reasons such as but not limited to those listed below:

- A. Insufficient enrollment.
- B. Lack of funds.
- C. The staffing of a new school.
- D. A need for specialized services, such as the need for a twelve-month assignee when the employee prefers a ten-month assignment.
- E. Conflicting personnel relationships.
- F. Inability to retain the confidence or the support of the school constituency as determined by the superintendent and/or the senior academy principal.

4229. Calls for Educational Employees

E 45 60 *Educational institution or conference that may have interest in placing a call for an educational employee employed by another denominationally operated K-12 school or college/university shall observe the following procedure. Informal contacts to ascertain possible interest by an employee in accepting a call to another institution or conference may be pursued without permission of the current employer. When an administrator is at the point of obtaining formal references or interviewing a prospective educational employee, the prospective employee's current administrator or conference office of education must be notified. The prospective employer must be careful to enquire from the current or previous employer of possible indebtedness according to E 45 72.*

If a prospective employee has not signed an employment agreement with the current employer for the next year, another educational institution or conference is free to offer the prospective employee an employment agreement without the current employer blocking the call. However, if the employee has signed an employment agreement for the next school year with his/her current employer, the calling party must have the consent of the administrator or conference office of education before contacting an employee for an interview or placing a call. Every effort should be made on the part of school administrators to cooperate with the General Conference in filling emergency overseas calls which may arise at any time for teachers or employees working in denominational schools.

4230. Tenure, Call, and Transfer of Education Employees

FEB 05 20-2. A. *Secondary Teachers*

A secondary teacher in one of the regular twelve-grade academies, after receiving a year's leave for graduate study (or financial assistance for three summers of graduate study in harmony with regular policy), cannot be called by another employing organization within three years, except by agreement with the institutional boards involved, which shall include provision for the unamortized portion of the allowance granted.

FEB 05 20-3. B. *Elementary Teachers*

An elementary school or junior academy teacher, after receiving financial assistance for three quarters (or equivalent) of graduate study in harmony with the regular policy, cannot be called by another employing organization within three years, except by mutual agreement between the conferences involved, which shall include provision for the unamortized portion of the allowance granted.

FEB 05 20-4. C. *Calls for Teachers*

An organization placing a call for a teacher or any salaried employee working in a denominationally-operated school, including teachers in hospital schools of nursing and nursing school staffs in collegiate schools of nursing, shall first obtain the consent of the organization employing such employee.

However, every effort should be made on the part of the school administrators to cooperate with the General Conference in filling emergency calls which may arise at any time for teachers or employees working in denominational schools. (The North American Division requests organizations to anticipate as early as possible their needs for educational employees so that their calls may be processed before May 1.)

FEB 05 20-5. D. *Interdivision Service*

These regulations do not apply in cases of appointment to interdivision service.

4231. Transfer Time-Line

3-00 The Mid-America Union policy regarding transfers and calls for K-12 educators is as follows:

A. *Transfer During Summer*

If an educator transfer occurs during the summer (as arranged by the employing organization), summer school expenses, if any, are to be assumed by the calling organization.

B. *Finance Personnel Transfer Date*

It is recommended that a school business manager/Vice-Principal for Finance, assistant business manager/treasurer, or accountant not move to a new assignment until all school funds and accounts have been checked by an auditor or until the academy board or conference board of education has approved the release.

It is preferable that such a move take place after the close of the fiscal year and after year end statements are prepared.

4233. Transferee's Previous Expenses

A. *Medical Expense*

The employing organization is obligated to continue the transferring employee's medical assistance in effect until the end of the employment period.

E 45 71 B. *Amortization of Moving Expense*

The moving expense of denominational employees shall be amortized as follows:

- 1. Any organization calling an employee who has rendered less than two full years of service to the employing organization shall make 100 percent reimbursement for the employee's last move to the territory of that organization. In case the employee has rendered more than two but less than three full years of service, the reimbursement shall be 50 percent, and for less than four years, 25 percent. Any exception to this may be worked out on the administrative level.*

- 4233. cont'd.**
2. *If a ministerial intern who has entered upon field service is called between organizations, the above policy relating to the moving expense of regular employees shall apply.*
 3. *It shall be the responsibility of the calling organization to ascertain whether there are any unamortized expenses pertaining to the employee being called.*
 4. *In the case of employees called for service outside the North American Division, employing organizations are encouraged to waive the provisions of this policy.*
 5. *In the case of an employee being called from the General Conference, the principles outlined in paragraph 1 above shall be followed and applied to any move which has been made within the past four years involving a distance greater than 500 miles.*

E.45 72 **C. Responsibility for Indebtedness of Transferred Employees**

When an employee transfers to another organization and has outstanding indebtedness with the former organization, including health care institutions, the following procedures are to be followed:

1. *Information—The calling organization shall be responsible to obtain full information regarding the employee's financial responsibilities to the current employer. Any indebtedness information not communicated at the time of the transfer or within 60 days of confirmation of the call will not be the responsibility of the calling organization.*
2. *Home Loans—The former organization shall continue to carry home loans for up to six months, with the new organization making payroll deductions and sending the payments to the former organization. During this six-month period the employee must dispose of the property or refinance. In case of termination during this six-month period, any settlement shall be applied to the loans with the former employing organization.*
3. *Automobile Loans—The calling organization is responsible to either assume the financing of automobile loans or to require the employee to refinance.*
4. *Unamortized Moving Expense and Educational Loans—The calling organization is responsible to assume unamortized moving expense, which includes preliminary trips, duplicate housing allowances, duplicate automobile licenses and fees, etc, educational loans and unamortized educational expense.*

4234. Transferee's Appeal Process

11-94 The transferee may appeal the decision for transfer by following the same procedure as that outlined for termination. (See 4277.)

4235. Notice of Resignation

5-05 An employee not desiring to continue employment during the next academic year is to file a notice of resignation by April 1 with the superintendent and/or the academy principal.

4237. Release from Employment

5-05 If a release is requested by an employee during the academic year, a notice must be given to the academy principal/conference superintendent which allows sufficient time to obtain a suitable replacement. A letter of resignation stating reasons must be submitted to the superintendent or to the principal of a senior academy. If the employee resigns during the school year, salary and benefits are paid only through the last full working day. Repayment of salary advances and unamortized expenses will be required in accordance with the employee's acknowledgment and authorization for payroll deductions. A resignation is not valid until accepted by the employing organization. Failure to provide the requested resignation may result in discontinued employment without a termination settlement and may lead to revocation of the employee's denominational certification.

4240. Definition of Reprimand

A reprimand is a formal, written letter to an employee, stating behavior that is unacceptable in the current employment situation. A copy of this letter is placed in the employee's personnel file.

4252. Procedure for a Reprimand

Either the superintendent or the academy principal shall have authority to reprimand an employee.

A reprimand must be in writing and include:

- A. A description of unacceptable behavior.
- B. The reason why such behavior is unacceptable.
- C. The behaviors that are necessary to restore the employee's service to an acceptable level.

An employee who has received a reprimand may appeal such action through the regular grievance procedure. (See 4290.)

4255. Definition of Administrative Leave

3-00 Administrative leave is the immediate removal of an employee from assigned duties.

4257. Procedure for Administrative Leave

5-05 An employee may be placed on administrative leave by the superintendent or the academy principal in counsel with their immediate administrative superior for reported commission of moral indiscretion, felony, misdemeanor (other than traffic violation), or any cause for termination while the report is investigated. The employee shall be notified in writing of the grounds for the administrative leave and of the employee's right to appeal to the conference board of education.

Salary and benefits continue during the administrative leave period.

4260. Definition of Termination

2-06 Termination of an employee on Level I, Level II, or Level III is the discontinuance of salary and employment during or at the end of the academic year. The employee who is terminated may be eligible for severance pay as provided in sections 4280 (Termination Settlement) through 4285 (Termination Settlement and Benefit Procedures).

4272. Opportunity for Improvement

After the initial evaluation indicating areas warranting potential termination, when feasible, the employee will be given an opportunity to improve their performance before final action is taken to terminate.

4275. Reasons for Termination

11-09 An employee on Level I, Level II, or Level III may be terminated for reasons such as but not limited to the following:

- A. Insufficient enrollment.
- B. Declaration of financial exigency.
- C. Inability of employee to fulfill responsibilities.
- D. Employee incompetency as determined by evaluation.
- E. Employee indifference to student welfare.
- F. Lack of cooperation by employee with administration or supervisors.
- G. Employee's failure to provide a positive Christian role model, and to uphold the doctrines and the generally accepted standards of the Seventh-day Adventist Church.
- H. Inability of the employer to effect a transfer.

- 4275. cont'd.**
- I. Refusal of the employee to accept a transfer.
 - J. Immoral or unsatisfactory personal conduct not in accordance with principles of the Seventh-day Adventist Church.
 - K. Committing, aiding, advocating, or being convicted of any crime that is a felony, or any crime involving moral turpitude, either a misdemeanor or a felony.
 - L. Persistence in advocating, practicing, and teaching beliefs or philosophy contrary to the basic tenets, standards, and doctrines of the Seventh-day Adventist Church.
 - M. The use of alcohol, tobacco, marijuana and other illegal drugs, or the misuse of any other controlled substance or over-the-counter medications.
 - N. Social and/or moral problems which make the employee unfit to instruct or associate with children and youth.
 - O. Membership in any organization advocating the overthrow of the government by force or subversion.
 - P. Sexual conduct not in accordance with church tenets.
 - Q. Gambling.
 - R. Neglect of or failure to perform assigned duties which compromises the financial or public standing of the school.
 - S. Violation of the conflict of interest policy.
 - T. Inappropriate personal use of school resources.
 - U. Failure to fulfill professional duties to the degree that students' physical health or mental well being is endangered.

4278. Termination Procedures

5-05 The conference board of education must give written notification of termination of employment and reason for such action. The employee shall be informed by mail at their last known address of the right to request a hearing before the conference board of education at a time and place the Board chair designates. A request for the hearing shall be submitted to the superintendent within thirty (30) days following the employee's receipt of the termination notice letter. The hearing date should be set within thirty (30) days after receiving notification of the employee's hearing request. Should an employee fail to appear for the hearing the employee's right to appeal and a hearing shall be deemed waived and the organization shall implement termination procedures. The employee shall have the right to have counsel attend the conference board of education hearing with them at his/her expense, but the counsel shall not have the right to address the Board, to present information, to examine or cross-examine those presenting information, or to speak on the employee's behalf.

An individual whose employment is terminated may be eligible for severance pay commencing at the close of the employment period or the date of termination specified in the termination notice, whichever comes first.

The employee has the right to appeal the decision of the conference board of education as outlined in the local Conference Grievance Policy.

Should an employee fail to meet the deadlines set forth in this section, the employee's appeal will be considered waived. Civil suit shall not be initiated to resolve the respective question until the employee has exhausted all appeal provisions of this *Code*.

4280. Termination Settlement

Y 36 05 A. *Termination Settlement*

In order to provide transition funds for an involuntarily terminated full-time regular status Employee ("Employee"), a termination settlement may be provided under the terms of this policy. The settlement is not an earned employee benefit automatically provided in every case of employment termination.

4280. B. Eligibility

cont'd.

Y 36 10

A termination settlement may be granted to an involuntarily terminated Employee who has worked in denominational employment for at least two years. A resignation as a result of being counseled to resign by the employer is considered an involuntary termination for the purposes of this policy. Eligibility shall be determined according to the following criteria:

1. *Eligible for Termination Settlement:*

- a. *Closure or Reduction—An Employee involuntarily terminated due to closure of a denominational facility or staff reductions due to financial exigency or enrollment.*
- b. *Lack of Performance—An Employee who is terminated for failing to adequately perform the functions of the job.*
- c. *Medical Condition—An Employee who is unable to continue employment because of a medical condition but is not eligible for disability benefits under the Employee Disability Income Plan (Y 33).*
- d. *Not Reelected/Reappointed—An elected/appointed Employee who is not reelected/reappointed, and for whom no further assignment consistent with the Employee's training and/or experience is offered by a denominational employer.*

2. *Not Eligible for Termination Settlement:*

- a. *Part-time and non-regular status/local hire employees.*
- b. *Involuntary Termination—An Employee terminated for violation of organizational policies and/or practices regarding misconduct, or for criminal behavior.*
- c. *Retirement—An Employee who (i) is counseled to resign or terminated, (ii) is eligible for retirement benefits at his/her normal retirement age (as defined in the NAD Retirement Plan) and (iii) begins to receive retirement benefits following his/her cessation of employment.*
- d. *Resignation—An Employee who voluntarily resigns from employment.*
- e. *Continued Denominational Employment—An Employee who at the time of execution of the Release called for in section Y 36 60 (See 4285 A.) has been offered comparable employment by another entity as listed in the Seventh-day Adventist Yearbook.*

4285. Termination Settlement Expense and Benefits Payments

Y 36 60

A. Release

As a condition of receiving a termination settlement, terminated Employees are required to execute the separation agreement of their terminating employer, which shall include, without limitation, a waiver and release of any and all claims against their terminating employer, related organizations, and the officers, agents and employees of the terminating employer. The terminating employer will issue the separation agreement to the terminated Employee as soon as reasonably practicable following cessation of employment. Terminated employees will have 21 days from receipt of the separation agreement to sign and return it to the terminating employer, unless a longer time period for consideration and signature is required by applicable law. If the separation agreement is not signed and returned to the terminating employer within the applicable time period, the termination settlement may well be forfeited. (A model separation agreement and release for terminating employers is available from the North American Division.)

Y 36 30-1.

B. Payment

A termination settlement paid under this policy shall be paid by the terminating employer to the eligible Employee in either a lump sum payment or in series of payments at the discretion of the terminating employer.

4285. C. *Calculation*

cont'd.

Y 36 30-2. *The settlement shall be 25% of current monthly wages multiplied by total number of years of denominational service credit up to a maximum of twenty years. Current monthly wages shall include wages and cost of living adjustments, but shall not include area travel or any other allowances.*

Y 36 30-3. D. *Independent Transfers*

In the case of the termination of an Employee who has been voted an independent transfer, the settlement shall be calculated only on years of service earned as a church employee within the territory of the North American Division or as a regularly appointed interdivision employee from the North American Division.

Y 36 20 E. *Service Record*

A termination settlement shall be recorded on the terminated Employee's service record. Such settlement, however, shall not increase service credit, nor shall it cancel any part of the Employee's service credit.

Y 36 40 F. *Other Benefits*

Any benefits payable at the time of termination under the employer's policies or as required by law, if any, shall have no effect on the calculation of this settlement. If an Employee has received a previous termination settlement under the terms of Y 36, any subsequent termination settlement shall be calculated based on years of service credit earned since the date of the previous termination settlement.

Y 36 50 G. *Health Care Benefits*

Health care benefits in most situations cease with the effective date of termination (see Y 22). However the terminating employer may provide continued emergency hospitalization and medical benefits to the terminated Employee and his/her dependents participating in the health care assistance plan, provided that such assistance shall be granted only in case of illness or accident. Non-emergency medical, dental and optical care is specifically excluded. This assistance may continue (I) as required by applicable law, or (II) for up to two months from the date of termination, or (III) until the terminated Employee obtains health care assistance coverage, whichever occurs first. Terminated Employees shall promptly notify the terminating employer if they obtain health care assistance coverage while eligible for assistance under this policy.

Y 36 70 H. *Variances*

Properly constituted governing or administrative bodies of denominational employers may authorize a termination settlement at variance with the provisions of this policy in order to comply with national, state, provincial or local laws. Involuntarily terminated teachers under continuous appointment may be eligible for a termination settlement as described in FEC 05 25-5 rather than under the terms of this policy.

4290. Purpose of the Conciliation and Dispute Resolution Procedures

5-05 Each conference shall establish Conciliation and Dispute Resolution Procedures based upon North American Working Policy BA 42. This policy should also reflect the state laws where the conference and its schools are located.

4395. Salary Rates

11-94 Individual rates for salaried employees are determined annually by employing organizations. The salary rates follow categories established in the Mid-America Union Conference Wage Scale. In addition to salary, the employee will receive additional benefits as per conference policy. (See 3605.)

Salary increments within the steps established in the remuneration policy are based on the following criteria:

A. Denominational certification.

B. Years of service.

4400. Definition of Legal Terms for Labor

3-02 A. General

The Federal Fair Labor Standards Act of 1938, as amended, clearly defines the exempt employee as an "employee employed in a bona fide executive, administrative, or professional capacity (including any employee employed in the capacity of academic administrative personnel or teachers in elementary or secondary schools.)" The earnings of all other employees, except as defined in 4400 D., are to be calculated on an hour-time basis.

B. Noncertificated Instructional Personnel

Noncertificated instructional personnel include those persons who are employed as paraprofessionals to serve in supportive roles as teacher assistants for non-teaching duties.

Noncertificated personnel may be employed to assist a teacher whose class is too large to provide optimal educational experiences. Such persons may assist teachers with instructional activities, but may not assume responsibility for conducting classes.

One example of classified personnel is the instructional assistant. The duties and responsibilities of the instructional assistant might include, but are not restricted to, the following:

1. Distributing and collecting materials.
2. Maintaining learning materials and resource files.
3. Issuing materials, equipment, and supplies.
4. Assisting students in instructional services as delegated by the teacher.
5. Performing clerical tasks related to classroom work.
6. Monitoring hallways, lunchrooms, playground activities, post-school play, bus loading, assemblies, and field trips.
7. Performing technical and other support activities in the library and health services.

C. Hour-Time Classified Personnel

Classified hour-time personnel are individuals who are not involved directly in school administration, classroom instruction, and industrial or plant service management. (See 4450.)

D. Salaried, Classified Administrative Personnel

Salaried, classified administrative personnel are employees for whom professional credentials are not generally required. Included in this category are business, student industrial, and service department administrative employees. Such personnel are subject to and governed by the employment policies for credentialed personnel except in cases of policies applicable only to educators.

FEA 35 35 E. *Noninstructional Classified Employees*

Classified employees are noninstructional personnel (nonexempt) employed on an hourly basis. Classified personnel are to be participating and supporting members of the Seventh-day Adventist Church and exemplify high standards of Christian conduct. They will give evidence of physical and mental health which qualifies them to associate with children and youth.

4405. Qualifications

2-06 General qualifications for classified personnel include the following:

- A. Membership and active involvement in a constituent Seventh-day Adventist Church. Exceptions must be voted by the conference board of education.

- 4405. cont'd.**
- B. Return a faithful tithe through a constituent church or local conference.
 - C. Exemplary Christian conduct.
 - D. Good citizenship.
 - E. Recognition of the basic rights of individuals.
 - F. Procurement and maintenance of a current denominational certificate applicable to the position held.
 - G. Procurement and maintenance of a current state certificate applicable to the position held, where required.
 - H. Demonstration of a high degree of appropriate diplomacy and "people skills."
 - I. Acquaintance with, and adherence to, the legal requirements of an educational program.

4410. Remuneration for Classified Personnel

5-05 The following are provided to aid the employer in differentiating between hour-time and salaried classified personnel for remuneration purposes.

A. Administrative, Classified Personnel

An individual employed in a bona fide administrative role is one:

1. Who receives no less than \$455 per week exclusive of board, lodging, etc., and whose primary duty is the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and
2. Whose primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

B. Supervisory and Other Classified Personnel

Employees in key office, industrial, and plant supervisory positions not qualifying as salaried employees under the Fair Labor Standards Act must be paid on an hour-time basis with overtime pay as prescribed by law.

4415. Reasons for Termination

2-06 A classified employee may be terminated for reasons such as but not limited to the following:

- A. Insufficient enrollment.
- B. Insufficient funds for the position.
- C. Inability of employee to fulfill responsibilities.
- D. Employee incompetency as determined by evaluation.
- E. Employee indifference to student welfare.
- F. Lack of cooperation by employee with administration or supervisors.
- G. Employee's failure to provide a positive Christian role model, and to uphold the doctrines and the generally accepted standards of the Seventh-day Adventist Church.
- H. Inability of the employer to effect a transfer.
- I. Refusal of the employee to accept a transfer.
- J. Immoral or unsatisfactory personal conduct not in accordance with principles of the Seventh-day Adventist Church.

- 4415. cont'd.**
- K. Committing, aiding, advocating, or being convicted of any crime that is a felony, or any crime involving moral turpitude, either a misdemeanor or a felony.
 - L. Persistence in advocating, practicing, and teaching beliefs or philosophy contrary to the basic tenets, standards, and doctrines of the Seventh-day Adventist Church.
 - M. The use of alcohol, tobacco, marijuana and other illegal drugs, or the misuse of any other controlled substance or over-the-counter medications.
 - N. Social and/or moral problems which make the employee unfit to instruct or associate with children and youth.
 - O. Membership in any organization advocating the overthrow of the government by force or subversion.
 - P. Sexual conduct not in accordance with church tenets.
 - Q. Gambling.
 - R. Neglect of or failure to perform assigned duties which compromises the financial or public standing of the school.
 - S. Violation of the conflict of interest policy.
 - T. Inappropriate personal use of school resources.
 - U. Failure to fulfill professional duties to the degree that students' physical health or mental well being is endangered.

4450. Definitions

- 11-94
- A. Classified hour-time employees are individuals who are not involved directly in school administration, classroom instruction, and industrial and plant service management and are employed on an at-will basis. In this category are employees such as teacher assistants and secretaries. Other employees such as bookkeepers and registrars who do not perform an administrative role as defined in 4400 may also be included in this category.
 - B. Full-time employees are individuals who are employed regularly for a standard work week of thirty-eight hours and at least 1976 hours annually in an elementary, junior, or senior academy.
 - C. Part-time employees are individuals who are regularly employed less than 38 hours per week and less than 1976 hours annually. Part-time employees who are employed 20 or more hours per week averaging at least 1040 hours annually receive vacation and holiday benefits equal to the percentage of time employed.

4453. Vacation

E 75 05 A. *Basis for Vacations*

1. *Annual vacation with pay shall be provided for regular denominational employees and may be accrued and calculated on the following basis:*

	<i>Vacation entitlement per year of full-time service</i>	<i>Vacation entitlement accrued per 38-hour week</i>
<i>During first four-year period</i>	<i>2 weeks</i>	<i>1.4575 hours</i>
<i>During next five-year period</i>	<i>3 weeks¹</i>	<i>2.1863 hours</i>
<i>After nine years of service</i>	<i>4 weeks¹</i>	<i>2.9151 hours</i>

¹*Employees are eligible to begin accruing vacation time at the 3 and 4 week rates after completing 4 and 9 years of service or in harmony with mandated government requirements.*

2. *A normal work week differing from the 38 hours will require a recalculation of the entitlement accrual rate.*
3. *Regular part-time employees shall accrue vacation time on a prorata basis. The rate of vacation time accrual shall be on the basis of years of full-time equivalency.*

- 4453. cont'd.**
4. *Service for vacation accrual purposes shall include days worked, approved sick time, holidays and vacation days.*
 5. *Individuals who become denominational employees after several years of experience in a type of work that enhances their ability to function more effectively in their work for the Church may be granted one year of credit toward vacation accrual for each two years of such prior service.*

E 75 15 B. *Records*

Denominational employers shall keep the necessary records for vacation accrual and vacations taken.

E 75 06 C. *Maximum Accrual*

Vacation time may only be earned and accumulated from year to year up to a maximum of 150% of the annual vacation entitlement including current year accruals. However, an employee shall be allowed to accrue more than the maximum if the employer is unable to grant vacation at the time the employee reaches the maximum inclusive of vacation time for the current year.

E 75 30 D. *Termination or Retirement*

At the time of termination from denominational employment or retirement all accrued but unused vacation time shall be granted. The maximum shall be up to 150% of the annual vacation entitlement, including current year accrual. (See E 75 06.) (See 4453. C. above.)

5-05 Employees who resign during the school year shall be entitled to accrued but unused vacation through the last full working day.

E 75 25 E. *Transfers*

When an employee is transferred from one denominational organization to another, accrued vacation time of up to 150% of vacation entitlement including current year accruals, shall be paid in cash by the former employer to the employee at the time of transfer. The accrued amount will be equal to the amount the employee would receive while taking vacation entitlement before the transfer or termination begins.

E 75 20 F. *Vacation Time*

Vacation time should generally be taken in the year of accrual. Vacation may be used at such time or times when requested by the employee, approved by the supervisor, and authorized by the appropriate authority. Time off for Family and Medical Leave of Absence purposes shall be requested in accordance with E 83.

E 75 40 G. *Vacation Requests*

A request for vacation should be made in advance except in an emergency when it is not known beforehand by the employee that leave will be needed. An absence under such circumstances should be reported immediately to the supervisor.

3-00 H. For the purpose of facilitating proper vacation records, vacations shall be based on a fiscal year's (July 1 to June 30) labor. Inasmuch as an employee must serve for twelve months before a vacation is earned, the following plan has been adopted for transfer employees. Vacations for employees commencing work at other times during the year may be computed on a prorata basis.

4455. Holiday Pay

11-94 A part-time employee is entitled to holiday pay if the authorized holiday falls on a regularly scheduled working day. If the holiday is on a nonworking day, the part-time employee is entitled to a working day off as arranged by the employer. (See 3630.)

If the employee is required to work on a holiday, arrangements must be made with the employing organization for a substitute day off or monetary compensation as determined by prior committee action.

E 75 45 *Holidays and Closings—Paid holidays and office closings are at individual employer's discretion and are generally influenced by the respective organization's needs, climatic conditions, as well as national and local laws.*

4458. Moving Expenses

It is not normally the policy to defray the cost of moving employees who are paid on an hour-time basis. If assistance in moving is granted to an incoming employee on a negotiated basis, the expense involved is set up in a separate account to be amortized over a period of four years. (See 4233 B.)

4460. Sick-Leave Pay

E 82 10 *Sick-leave time shall accrue based on 2.93 hours for a 76-hour (two-week) pay period (.03855 hour per hour worked.) Regular part-time employees shall accrue sick-leave time on a prorated basis.*

E 82 15 *Up to sixty percent (60%) of the accrued sick leave time shall be available for short-term illnesses and medical/dental appointments. The balance shall be available for extended illnesses, disability or incapacity. Childbirth is a qualifying incapacity.*

4463. Auto Insurance

An employee who uses a personal automobile in connection with employment is required to carry auto insurance as set forth in this *Code*. (See 3515.)

4465. Social Security

All hourly-paid employees are covered with social security benefits as set forth by the federal government under the "Old Age and Survivor's Insurance Program."

4468. Retirement

11-94 The Seventh-day Adventist denomination has a retirement benefit plan which is available for full-time and some part-time employees.

For further information request your conference to provide a copy of the Retirement Policy of the North American Division.

4470. Termination Notice

A two-week termination notice is required from either the employee or the employer when employment is terminated.

4473. Employment Offers to Classified and Hourly Employees

5-05 Classified and hourly employees will be provided with a written employment offer letter which shall set forth the wages and benefits for which the employee is entitled.

4475. Payroll Records

Payroll records must accurately identify time worked and also credit time for vacations, sick leaves, and holidays.

4476. Service Records

3-02 Service records shall be maintained for all employees as per North America Division policy.

4478. Medical Assistance

11-94 Only full-time employees are eligible for health benefits (including major medical) as provided by the employing organization. (Further information is available from the employer upon request.)

4483. Scholarship Grants to Hour-Time Classified Personnel

Dependents of hour-time classified personnel are not eligible for education scholarship benefits.

4490. Revision of Policies

5-05 The Mid-America Union conference board of education retains the right to amend and revise the policies for credentialed and classified personnel at any time when, in its judgment, conditions warrant.