



# Education Employment Manual



**Southern Union Conference  
Office of Education  
2017/2018 - 2018/2019**





Southern Union Conference  
Office of Education  
[www.adventistedge.org](http://www.adventistedge.org)

# **Employment Manual**

## **Southern Union Educational Personnel**



**As taken from the Education Code for  
Southern Union Conference of Seventh-day Adventists**

**SOUTHERN UNION CONFERENCE OF SEVENTH-DAY ADVENTISTS  
[WWW.ADVENTISTEDGE.COM](http://WWW.ADVENTISTEDGE.COM)**

**2017/18 – 2018/19**

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# I. GENERAL INFORMATION

## *Introduction*

Welcome to the educational system of the Southern Union Conference of Seventh-day Adventists. You are joining one of the finest groups of educators in the Adventist Church.

This *Employment Manual* draws the major employment policies related to educational personnel from the *Southern Union Education Codebook* (hereinafter referred to as Education Code). Employees have access to a complete copy of the Education Code in the local school office and on the Adventist EDGE Website at [www.adventistedge.com](http://www.adventistedge.com). The Education Code also contains policies relating to the establishment, maintenance, administration and operation of schools. Employees have the right to see any other policies that impact them by consulting with the local conference superintendent or the academy principal.

The Education Code is based upon policies enacted by the Southern Union Conference Executive Committee and the Board of Education. The policies are in agreement with policies approved by the North American Division of Seventh-day Adventists. Revisions to this Education Code become effective when voted by the Southern Union Conference Board of Education. The Southern Union Office of Education will distribute revised sections of the Education Code when approved.

The Southern Union Conference Office of Education and the Board of Education are committed to an ongoing review of the policies, regulations, and benefits stated in the Education Code. Therefore, the Education Code is subject to change by the Southern Union Conference Executive Committee and the Board of Education. This Education Code shall not be modified by subordinate entities or personnel.

Local conferences and schools also develop policies unique to their own settings which are in agreement with the Education Code and Southern Union policies. The local and union conferences reserve the right to withhold subsidies from entities who act in willful violation of published codes.

*Office of Education  
Southern Union Conference of Seventh-day Adventists*

## ***Objectives of Seventh-day Adventist Education***

**Elementary and Secondary Education.** The Seventh-day Adventist Church desires to provide for all its youth a general education within the framework of the science of salvation. The fundamentals and common branches of knowledge are to be studied so that proficiency is achieved and a high quality of teaching is maintained.

The Seventh - day Adventist elementary school will assist each child to develop (1) a love and appreciation for the privileges, rights, and responsibilities guaranteed each individual and social group and (2) a wholesome respect and attitude for each unit of society—home, church, school, and government. The elementary school will offer an organized program to ensure adequate development leading toward total spiritual, physical, mental, and emotional health and a basic core of skills and knowledge for everyday living.

The Seventh - day Adventist secondary school, predicated on the results obtained through the elementary school with character building as an undergirding structure, will endeavor to operate realistically for each student in the upgrading and maintenance of health, in the command of fundamental learning processes, in the teaching of worthy home membership, vocational skills, civic education, worthy use of leisure, and ethical maturity. The secondary school implementing the Church philosophy will seek for objectives of spiritual dedication, self-realization, social adjustment, civic responsibility, and economic efficiency. (NAD Working Policy FEA 05 15)



## ***Seventh-day Adventist Philosophy of Education***

The Seventh-day Adventist Church recognizes God as the ultimate source of existence, truth, and power. In the beginning God created in His image, a perfect humanity, a perfection later marred by sin. Education in its broadest sense is a means of returning human beings to their original relationship with God. The distinctive characteristics of this Adventist worldview, built around creation the fall, redemption, and recreation, are derived from the Bible and the inspired writings of Ellen G. White.

The aim of true education is to restore human beings into the image of God as revealed by the life of Jesus Christ. Only through the guidance of the Holy Spirit can this be accomplished. An education of this kind imparts far more than academic knowledge. It fosters a balanced development of the whole person – spiritual, physical, intellectual, and social emotional – a process that spans a lifetime. Working together, homes, schools, centers, and churches cooperate with divine agencies in preparing learners for citizenship here in this world and for eternity.

## ***Journey to Excellence Goals of Seventh-day Adventist Education***

The following goals and benchmarks have been established for each student to support the unique philosophy of Seventh-day Adventist education:

- 1. Acceptance of God and His Word**  
Surrender one's whole life to God; develop a relationship with Jesus Christ; and allow the Holy Spirit to work in one's life.
- 2. Commitment to the Church**  
Desire to know, live, and share the message and mission of the Seventh-day Adventist Church.
- 3. Family and Interpersonal Relationships**  
Develop a sense of self-worth, skills in interpersonal relationships, an understanding of the responsibilities of family membership, and the ability to respond with sensitivity to the needs of others.
- 4. Responsible Citizenship**  
Develop an understanding of cultural and historical heritage, affirm a belief in the dignity and worth of others, and accept responsibility for one's local, national, and global environments.
- 5. Healthy Balanced Living**  
Accept personal responsibility for achieving and maintaining optimum physical, mental, and spiritual health.
- 6. Intellectual Development**  
Adopt a systematic, logical and biblical-based approach to decision-making and when applied to a developing body of knowledge.
- 7. Communication Skills**  
Recognize the importance of effective communication and develop the requisite skills.
- 8. Aesthetic Appreciation**  
Develop an appreciation of the beautiful, both in God's creation and in human expression, while nurturing individual ability in the fine arts.
- 9. Career and Service**  
Develop a Christian work ethic with an appreciation for the dignity of service.

Note: Please refer to the document *Journey to Excellence, A Focus on Adventist Education in the 21<sup>st</sup> Century* for a complete listing of elements designed to aid in goal achievement.

## ***Adventist EDGE General Information***

The *Adventist EDGE* is a Southern Union Conference initiative for the comprehensive improvement of Adventist education birth through grade 12 and sets the course for excellence in all areas. This initiative is aligned with the North American Division *Journey to Excellence* which was officially launched in 2002. It focuses on the essential core elements that identify the high expectations of what students should know and be able to do. The *Adventist EDGE* components are based on Seventh-day Adventist standards, Seventh-day Adventist preferred practices, national standards, and national best practices that support an effective ongoing school improvement process.

To ensure that the needs of the whole child are met, *Adventist EDGE* educators honor the natural cycle of learning. The natural cycle begins by connecting with the child's experience, moving on to provide information, instruction and practice, and culminating with a celebration of new learning. In keeping with the Seventh-day Adventist philosophy of encouraging students to be thinkers and not mere reflectors of other men's thoughts, Adventist EDGE educators follow a *constructivist* philosophy. This philosophy encourages students to use active techniques (experiments, explorations, and real-life problem solving) to expand their knowledge and enhance their understanding of the world. It is crucial that dialogue and collaboration take place in the *Adventist EDGE* process. In classrooms and schools, students process what they are learning and reflect on how their knowledge and understanding changes.

The pivotal factor of *Adventist EDGE* teaching is respect for the learning style of each student and a desire to inclusively meet individual needs. Exemplary Adventist education seeks to develop a life of faith and understanding of God, life-long love for learning, and respect for the dignity of all human beings. By planning curriculum, instruction and assessment which truly honors the natural cycle of learning, *Adventist EDGE* educators lead all students to be successful while valuing the Creator of the universe, themselves and others.

The *Adventist EDGE Comprehensive School Improvement Initiative* is an intentional collaborative effort by Southern Union Conference educators to ensure the implementation of the North American Division 2002 *Journey To Excellence* document. The *Journey To Excellence* is based on the North American Division *Focus on Adventist Curriculum for the 21<sup>st</sup> Century (FACT 21)* 1997 Document.

### ***Nondiscrimination Exception - Employment***

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:

1. 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 widowed), or prior military service.
2. 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. (NAD Working Policy FEA 05 30)

## II. EMPLOYMENT POLICIES

### EMPLOYMENT PHILOSOPHY

4010

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 up-building of the Church. Employment on all levels of church activity is, therefore, open on the basis of qualifications, without regard to race, color, sex, age, national origin or disability. Seventh-day Adventist educational institutions also comply with applicable state laws and local ordinances regarding non-discrimination. In choosing and following a career, a person acquires a role determined chiefly by himself. It is he who decides his beliefs, creed and church affiliation which are rights guaranteed each citizen by the Constitution of the United States.

For Seventh-day Adventists the free exercise of religion includes the right to operate educational institutions that are distinctively Adventist. Creating and maintaining such institutions require that they be staffed only by those who are in complete harmony with the beliefs and practices of the Church. Therefore, in employing personnel for its educational institutions, one of the occupational qualifications for any full-time position is that the applicant shall be a Seventh-day Adventist in regular standing, who exhibits a life in harmony with church teachings.

## ***Certificated Employees***

### **CERTIFICATED INSTRUCTIONAL PERSONNEL**

**4100**

#### **1. Definition**

Certificated personnel categories include the following:

- a. Classroom teachers
- b. Administrative personnel who have responsibility for the instructional programs
- c. Other personnel who perform related support services who are salaried but not necessarily certified.
  - 1) Media center and/or technology coordinator
  - 2) Guidance and counseling personnel
  - 3) Coordinator of work-experience education
  - 4) Development Director

#### **2. Qualifications**

- a. **Spiritual**—Instructional personnel shall be members of the Seventh-day Adventist Church and exemplify high standards of Seventh-day Adventist Christian conduct. They shall maintain membership in a constituent church of the school or academy church and are expected to participate in church activities, programs, and finances. Exemptions to the constituent church membership requirement may be granted by the conference board of education or academy board when an employee requests such in writing and it can be shown that good reasons exist for doing so. Instructional personnel are to be spiritual mentors and role models to their students. Conduct inside and outside the school should truly represent Christ, the values of the Seventh-day Adventist church, and the high calling of the teaching ministry.
- b. **Citizenship**—Instructional personnel, as members of society, will accept the responsibilities and privileges of good citizenship, recognize the basic rights of others, be intelligent regarding leading domestic and international issues of the time, exercise a love of country, and be willing to cooperate in efforts to improve the social order consistent with principles of the Seventh-day Adventist Church.
- c. **Professional**—Instructional personnel must hold a minimum of a bachelor's degree and maintain valid denominational certification applicable to the positions held. (See Certification Requirements, K-12, for North American Division Seventh-day Adventist Schools)
- d. **Personal**—Instructional personnel, following receipt of a job offer, must give evidence of physical and mental health that qualifies them to instruct or associate with children and young people.

### **CERTIFICATED EMPLOYEES' RECORDS**

**4105**

#### **1. Personnel File**



The employee, senior academy principal where applicable, and those assigned the associates have the right of access to the employee's personnel file. The personnel file should be maintained in a locked, fire-resistant vault. No student shall handle or have access to personnel files.

2. Service Records

The Secretariat/HR of the conference shall be responsible for the maintenance and safekeeping of accurate and up-to-date service records of all educational personnel. When an employee transfers, the service record shall be forwarded to the new employing organization.

**CERTIFICATION POLICY – NAD**

**4110**

The North American Division Office of Education develops guidelines for the certification of educational personnel in North America. Certificates, however, are issued by the Southern Union Office of Education according to policies approved by the Southern Union Board of Education. For certification requirements and procedures for securing certificates, see the North American Division *K12 Educators' Certification Manual*. (see Supplement C)

**TEACHER CERTIFICATION CATEGORIES**

**4111**

The following types of certificates are provided by the General Conference office of Education:

1. Regular Certificates

- a. Basic Certificate with Endorsement for Kindergarten, Elementary, and Secondary subject areas
- b. Standard Certificate with Endorsement for Kindergarten, Elementary, and Secondary subject areas
- c. Professional Certificate with Endorsement for Kindergarten, Elementary, and Secondary subject areas
- d. Administrator Certificate with Endorsement in one of the following areas:
  - 1) Principal
  - 2) Supervisor of Instruction
  - 3) Superintendent of Schools

2. Other Certificates:

- a. Conditional Certificate
- b. Designated Subject/Services Certificate

**CERTIFICATION REVIEW COMMITTEE**

**4112**

The primary function of the Certification Review Committee is to monitor, appraise and implement the certification requirements established in the North American Division *K-12 Educators' Certification Manual*.

The committee shall meet at least two times a year to address special needs or requests that do not fall

within written policy. It also recommends certification policies unique to the Southern Union School System.

The Certification Review Committee is to be composed of the following members:

1. Director of Education, Southern Union
2. Secondary Associate Director of Education, Southern Union
3. Southern Union Registrar
4. Certification Officer from Oakwood University
5. Certification Officer from Southern Adventist University
6. Vice President/Superintendent of Schools and/or the certification officer from each conference office of education
7. One academy principal

For additional information see: *K-12 educators' certification manual* at <http://adventisteducation.org>.

#### **EMPLOYMENT OF CERTIFICATED PERSONNEL**

**4113**

##### **1. Employer**

The conference board of education derives its authority from the conference executive committee to employ both conference-funded and locally-funded certificated personnel (see Code 4980). The employment relationship, including but not limited to the assignment, supervision, evaluation, transfer, retirement, termination or non-renewal of regular appointments of educational personnel, shall be by the authority of the conference board of education. The supervision of instructional personnel is delegated to the conference office of education. To ensure the effective and orderly operation of schools within the conference, the conference office of education will communicate on a regular basis with the local school board. Reassignment of personnel within a school, or adjustment of load due to problems such as insufficient enrollment or lack of funds to maintain a proposed program, shall be implemented by the local conference office of education in cooperation with the local school board. Ultimate authority for all personnel actions lies with the conference board of education.

##### **2. Employment Agreements**

- a. Employment assignment agreements are offered on an annual basis. Notification not to extend an offer of employment to regular status employees for the following school year will in most instances be given by April 1.
- b. Probationary employment agreements will be offered to employees placed on probation. (4125: 4)
- c. Before an employee begins employment, the employment agreement must be signed and returned to the superintendent of schools or senior academy principal in harmony with provisions indicated on the document. Failure to return the signed agreement within 30 days of issuance indicates that the individual has declined employment and

shall not be entitled to any benefits or rights as conferred by the conference board of education, including termination pay.

- d. The superintendent of schools or senior academy principal may waive strict compliance with the 30-day time provision for good reason. An offer of employment is not considered final and valid until the employment agreement is signed by the superintendent of education or academy principal, or voted by the board of education.

### 3. Conditions of Employment

- a. Church membership: Instructional personnel shall be members of the Seventh-day Adventist Church and exemplify high standards of Christian conduct. They shall maintain membership in a constituent church of the school or academy church and are expected to participate in church activities, programs, and finances. Exemptions to the constituent church membership requirement may be granted by the conference board of education or academy board when an employee requests such in writing and it can be shown that good reasons exist for doing so.
- b. The practice of tithing as outlined in the North American Division Working Policy is a condition of employment in schools of the Southern Union Conference. Employees' tithing practices are subject to annual review.
- c. Degree requirement: No teaching staff shall be employed in the Southern Union without having the minimum of a bachelor's degree.
- d. Background check: Prospective employees will be required to submit to criminal background checks as required by local conference policy, and state and federal laws.

### 4. Term of Employment

An employee's appointment, as defined in Code 4125, shall be under an employment agreement requiring either a 10- or 12-month assignment.

### 5. Substitute Teachers

The local school board may employ qualified persons on a temporary basis to fill positions of regularly certificated employees absent from service.

## CREDENTIALS AND LICENSES

**4114**

Credentials and licenses are issued to denominational employees who are Seventh-day Adventist Church members and carry major responsibilities including conference-funded and locally-funded teachers. The following criteria and procedures are used in issuing credentials and licenses:

### 1. Criteria

- a. Commissioned Ministry of Teaching Credential -- To teachers with a life-long commitment to and significant experience in the Seventh-day Adventist system of education, usually not fewer than six years, with demonstrated proficiency in assigned responsibilities. Such teachers will also exhibit a keen sense of 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.
- b. Commissioned Ministry of Teaching License -- To licensed/certificated teachers with not fewer than three years of satisfactory service who have demonstrated a commitment to long-term service in the Seventh-day Adventist system of education, who support the fundamental beliefs of the Church, and whose lifestyle is consistent with acceptable Adventist Christian behavior.
- c. Ministry of Teaching License -- To entry level teachers or teachers initiating their work into the Seventh-day Adventist education system. This is a provisional status for all newly employed teachers.

## 2. Procedures

- a. Candidates eligible for Ministry of Teaching credentials and licenses shall be reviewed and recommended by their respective employing boards to the appropriate issuing authority.
- b. Employees holding a Commissioned Ministry of Teaching license, after an appropriate period of service, may be eligible for the Commissioned Ministry of Teaching credential.
- c. It is recommended that an appropriate commissioning service be conducted when an employee is granted a Commissioned Ministry of Teaching Credential.

## 3. Renewal

After the initial period of approval, renewal of such credentials and licenses shall be in harmony with the NAD policy.

Expiration of credentials and licenses shall be in harmony with NAD policy.

### **SERVICE PINS**

**4115**

Teacher service pins may be issued in harmony with the General Conference policy. These pins shall be awarded by the conference office of education.

### **UNOFFICIAL TRANSCRIPTS FOR CERTIFICATION**

**4120**

Certification based on unofficial transcripts is granted only when the transcripts are accompanied by a signed financial agreement between the college and the teacher indicating that satisfactory arrangements have been made for the issuance of an official transcript.

### **DAILY SALARY RATE—CERTIFICATED PERSONNEL**

**4123**

The actual number of days within the agreement period including school and vacation days shall be used to calculate the daily salary rate (220 days for 10 month employees and 260 days for 12-month employees).

### **EMPLOYMENT STATUS**

**4125**

Local conferences have four kinds of employment status: 1. Intern, 2. Transfer, 3. Regular, and 4.

Probationary.

1. Intern Employment Status

An employee on Intern Employment Status having less than three years of teaching experience in a position that requires a certificate (basic/conditional) shall be employed as an intern under the following conditions:

- a. The intern shall be governed by an annual agreement, which shall have a certain 10- or 12-month term.
- b. Notwithstanding anything set out in the *Southern Union Education Codebook*, an intern status employee is hired and employed by the Conference at will and is subject to termination by the employee or the employer at any time with or without advance notice or requirement of Code 4202.
- c. Such employees shall be interns and will hold a basic teaching certificate until eligible for the standard certificate. It is the employee's responsibility to take the necessary steps to secure proper certification. Upon successful completion of three years as an intern, the employee shall be eligible to be considered for regular status based on the following criteria:
  - 1) Effective performance as determined by written professional evaluation to denominational standards and teachings.
  - 2) Active Seventh-day Adventist church affiliation with evidence of loyalty to denominational standards and teaching.
  - 3) Fulfillment of requirement for the standard or higher level certificate.
  - 4) Fulfillment of the qualifications and responsibilities required of instructional personnel as described in Code 4013 and 4915.

2. Transfer Employment Status

- a. An experienced certificated teacher who is employed from outside the local conference may be placed on transfer employment status if one of the following conditions applies:
  - 1) A teacher transferring from another conference or academy
  - 2) A teacher transferring from a public or other private school
  - 3) A teacher who has a break in denominational teaching service
- b. Notwithstanding anything set out in the Education Code, a transfer employee is hired and employed by the Conference at will and is subject to termination by the employee or the employer at any time with or without advance notice or requirement of cause under Code 4202.
- c. A teacher with transfer employment status may be employed for a maximum of three years through the use of successive annual agreements. Regular employment status may be granted if the following conditions are met:
  - 1) Effective performance as determined by written professional evaluation to denominational standards and teachings

- 2) Active Seventh-day Adventist church affiliation with evidence of loyalty to denominational standards and teachings
  - 3) Fulfillment of requirements for the standard or higher level certificate
  - 4) Fulfillment of the qualifications and responsibilities required of instructional personnel as described in Codes 4113 and 4915.
- d. A teacher holding transfer employment status must be evaluated at least once a year by the superintendent of schools or the academy principal or designee.

### 3. Regular Employment Status

- a. The process for granting regular status shall be as follows:
  - 1) The superintendent of schools in consultation with the local board or the academy principal shall make recommendations for regular status within the conference or academy.
  - 2) The conference board of education shall decide whether to grant regular status. Such decision shall be voted on by the board of education and be noted in the official minutes.
  - 3) The superintendent of schools or the academy principal shall notify the employee in writing of regular appointment.
  - 4) An employee holding regular status may but is not required to be evaluated for purposes of employment every year.
- b. The duration of regular appointment shall be as follows:
  - 1) The employment assignment shall be renewable at the end of the employment period (absent other changes required) unless the employing organization shall provide written notification of its intention not to renew the regular employee's assignment by April 1st.
  - 2) Regular status during the period of annual assignment may be terminated for cause at any time. (see Code 4202)

### 4. Probationary Employment Status

Probationary employment status refers to an employee who is under specific review and evaluation by the conference office of education. This review and evaluation will affect the employee's future employment status.

- a. An employee may be placed on probationary status at the discretion of the board of education or its designated subcommittee for just cause including, but not limited to the following:
  - 1) Lack of satisfactory professional performance
  - 2) Actions which jeopardize pupils' welfare and safety
  - 3) Irresponsible personal or professional conduct
  - 4) Lack of cooperation with administration or supervisors
  - 5) Failure to comply with conference policies



- 6) Failure to renew or obtain certification within the prescribed time period
- b. Notwithstanding anything set out in the Education Code, an employee placed on probationary status is employed by the Conference “at will” and is subject to termination by either the employer or employee without advance notice or requirement of cause. To ensure continuity in the educational program, the employee is requested to provide written notice to the employing organization at least 30 days prior to the effective date of any resignation of employment relationship by the employee.
- c. Employees currently on probation may be re-employed in a probationary status at the expiration of the annual assignment agreement. The employee must receive prior written notice of the employing organization's intention to re-employ in a probationary status.
- d. The employee may be placed on probation for a designated period, not more than one year, to work on recognized performance and or conduct shortcomings that he/she is able and willing to correct. During said time, the employee must be evaluated by office of education personnel, or the academy principal or designee at least every three months. After having successfully completed a probationary period, the employee will continue to be subject to all conditions of employment and performance requirements. The employee may be discharged during the probationary period at will, without requirement of prior notice or cause, and if the Conference determines that he/she is unable or unwilling to correct the shortcoming(s) or if continued employment would be contrary to the best interest of the employing organization and/or the welfare and safety of others or for performance and/or conduct problems that arise during the probationary period.

#### **REMUNERATION OF CERTIFICATED PERSONNEL**

**4130**

Salary rates for certificated employees are determined annually by employing organizations in accordance with the Southern Union Conference wage scale and in compliance with applicable federal and state laws. In addition, the employing organization may provide assistance for items such as moving expenses, tuition assistance for dependent children and medical expenses.

Part-time certificated employees are not eligible for assistance on items such as moving expenses, tuition assistance for dependent children and medical expenses.

#### **CERTIFICATION POLICIES IN RELATION TO SALARY**

**4132**

1. Salary step placement is established on the basis of the denomination teaching certificate currently held by the employee and years of service. Certification work (academic or non-academic) must be completed by August 31, and transcripts or records received in the Southern Union Conference office of education by October 31 in order to be eligible for retroactive pay from the beginning of the current contract year. Any change in salary not eligible for retroactive adjustment becomes effective on the first day of the calendar month after the certificate

showing eligibility for step change is presented to the employing organization. Delay due to no fault of the employee will not incur loss of payment.

2. All full-time teachers who are employed must qualify for the Conditional Certificate at a minimum and are expected to meet the requirements for renewal until the criteria for a Basic or Standard Certificate are met.
3. Each teacher is personally responsible for maintaining his/her teaching certificate. A teacher who allows his/her certificate to lapse will be paid at the level of a non-certified teacher. Salary rates shall be maintained at that level until the certification has been restored. No retroactive pay adjustment will be made for the period during which the teaching certificate was expired. Lack of certification is cause for termination.
4. The Designated Subjects/Services Certificate is granted to part-time or full-time teachers that qualify (see Supplement C).
5. Exceptions to any existing certification policies are determined by the Southern Union Certification Review Committee.

#### **SALARY PLANS**

**4135**

The following payment plans have been adopted for use in the Southern Union Conference:

1. **12-month Assignment**  
Educational personnel assigned on a 12-month basis will receive regular salary payments based on established annual salary rates.
2. **10-month Assignment**  
Intern, regular, and transfer employees assigned on the 10-month basis will receive regular salary payments during each month of the calendar year based on a fixed percentage of the established annual salary rate. Generally, internship, regular and transfer employees in elementary schools, junior academies, and senior academies shall be offered employment for a 10-month assignment. Exceptions to this general policy shall be voted by the boards of the employing organizations. The 10-month assignment plan for internship, regular, or transfer elementary, junior academy, and senior academy employees entitles them to all employee benefits.
3. **Probationary Employees**  
Probationary employees on a 10- or a 12-month assignment retain salary and employee benefits.
4. **Special Denominational Projects/Summer Employment**  
Certificated employees paid for a 10-month assignment may be employed on special denominational projects during the time they are not under the direction of the principal or superintendent of schools. The total amount paid during the summer, plus the 10-month wage, shall not exceed the 12-month salary schedule.

5. Outside Employment

All full-time regular employees will not engage in any outside employment or educational matriculation that will interfere with the quality of individual performance of the education program for which the employee has been hired.

**10-MONTH EMPLOYEES EMPLOYED OUTSIDE OF DENOMINATION FOR SUMMER**

**4136**

Employees on 10-month employment who are employed outside of the denomination during the summer, or who are self-employed during the summer, and who may become injured, or if they should become ill, or if death should occur as a result of their job-related summer employment, **will not** be covered under the denominational health care policy.

Routine illnesses which are not summer job-related will be covered by the denominational health care policy.

**EMPLOYMENT CONTRACT PERIOD**

**4140**

1. Within the Southern Union the fiscal year, July 1 to June 30, shall constitute the contract period for all conference-employed, educational personnel.
2. Under an agreement, the salary for all teachers shall be paid monthly in harmony with the Southern Union Board of Education Adopted Salary Scale.
3. Conferences will have no responsibility beyond the fiscal year for personnel transferring out or completing work under contract of the previous fiscal year.
4. Teachers not previously employed by the denomination become full-time employees effective August 1, and will be eligible for medical and educational benefits as of that date.
5. All teachers, except some administrators and personnel as designated, of large schools will be employed under the 10-month work plan, which will begin August 1 and end May 31, with remuneration paid over a 12-month period.
6. At the request of the school board, the Conference Board of Education may approve teachers to be employed and work for a full 12-month time period, academic or non-academic, as assigned by the superintendent or principal.

**SALARY FREEZE**

**4142**

The employing organization reserves the right to freeze the stated salary at the previous year's level.

**CALLS FOR EDUCATIONAL EMPLOYEES**

**4145**

An 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 inquire from the current or previous employer of possible indebtedness according to NAD Working Policy # 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 the employee's 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.

#### **DELAYED HIRING**

**4150**

Interim & Regular employees on a 10-month assignment plan who are employed after the designated report-to-work date are paid proportionately to the number of days actually employed based on a 220-day ten-month assignment.

#### **SOCIAL SECURITY**

**4152**

All denominational educational personnel (except licensed or ordained ministers) are covered by social security through their respective organizations. The employee and the organization contribute to the Social Security fund the percentage required by government regulations. Unless they opted for social security coverage, educational personnel licensed or ordained as ministers are responsible for the payment of FICA as self-employed individuals. As ordained ministers, they are eligible for the parsonage expense exclusion when reporting for income tax purposes.

#### **CERTIFICATION EXPIRED, SALARY ADJUSTMENT**

**4153**

Each teacher is personally responsible for maintaining his/her teaching certificate. A teacher who allows his/her certificate to lapse will be paid at the level of a non-certified teacher. Salary rates shall be maintained at that level until the certification has been restored. No retroactive pay adjustment will be made for the period during which the teaching certificate was expired. Lack of certification is cause for termination.

#### **RETROACTIVE SALARY ADJUSTMENT**

**4154**

Certification work (academic or non-academic) must be completed by August 31, and transcripts or records received in the Southern Union office of education by October 31 in order to be eligible for retroactive pay from the beginning of the current contract year. Both renewals and salary step adjustments are to be retroactive upon completion of requirements by August 31.

## **ADMINISTRATION**

### **ADMINISTRATIVE APPOINTMENT**

**4161**

Full-time administrators (principals, vice principals, and business managers/treasurers) shall be defined as an individual who is assigned administrative responsibilities by the employing organization for at least two-thirds time.

The general employment policies are applicable to full-time administrators. Full-time administrators may be employed for a specified term not to exceed three years before consideration of renewal at the discretion of the conference board of education in consultation with the local board. An administrator who has achieved regular status as a classroom teacher does not lose this classification while employed as an administrator. Regular appointment status remains valid upon return to classroom teaching.

### **PRINCIPAL, JOB DESCRIPTION**

**4162**

A principal is the person who is designated as the administrator of a school with four or more full time teaching budgets including the principal. Professional qualifications for this position include appropriate administrative certification or annual progress toward that goal.

The principal is to be a faithful member of the Seventh-day Adventist Church. He/she is the chief administrator of the school, with responsibilities and functions as designated by the conference board of education and school operating board policies. (See code 4167)

In a one-three teacher school (small school), one teacher may be appointed as head teacher in lieu of designation as principal.

Responsibilities and functions include the following:

1. In conjunction with the staff, to implement the administrative policies of the conference board of education and the operational policies of the school.
2. To serve as the agent of the school operating board or committee in equipping and maintaining the school plant.
3. To provide supervision and evaluation of teachers and support staff in cooperation with the conference office of education.
4. To provide leadership and supervision in the implementation of curriculum.
5. To be responsible for developing and maintaining an accurate record-keeping system in compliance with conference board of education and state record-keeping standards to ensure the security of all school records, including the following:
  - a. Student scholastic, health and attendance records
  - b. Minutes of faculty meetings and faculty committees
  - c. Minutes of school board meetings
  - d. Evaluation/school improvement action plan progress
  - e. Accident records and copies of reports

6. To keep suspected child abuse records and make necessary reports to appropriate agencies.
7. To accept the responsibility of spiritual leadership of the school.
8. To represent the school as its official spokesman.
9. To seek to maintain student conduct consistent with guidelines set by the conference board of education and specific regulations adopted by the school board.
10. To develop an adequate budget and to operate the school within the approved budget.
11. To supply to local, union, and North American Division offices of education all required reports.
12. To develop and maintain positive community relations. To represent the school as its official spokesperson to the patrons of the school, to the school board, and to the public in general. To articulate and communicate to the board and to the constituency the educational plans and programs of the school.
13. To maintain discipline in accordance with Christian principles.
14. To arrange orientation programs for prospective students.
15. To serve as secretary of the school board and in counsel with the chairperson, prepare the agenda prior to each meeting. (In many small schools, a recording secretary is selected to take and prepare the minutes after approval by the local principal. The principal is the only representative of the school with voting privileges).
16. To establish and maintain effective working relationships with public school officials and civic leaders.
17. To acquaint parents and other patrons with policies and procedures relative to the operation of the school.
18. To arrange student registrations.
19. To be involved in employment practices of conference-funded and locally-funded personnel as outlined by the conference board of education. (see Codes 4113-4154)
20. To arrange for the preparation of the annual school bulletin.
21. To supervise the maintenance of the school plant, grounds, equipment, supplies, and all school property for maximum efficiency and safety.
22. The principal and/or head teacher is to be responsible for planning adequate recreational supervision.



23. To develop a well-planned recruitment program. The better it is planned and the more people involved, the more effective the recruitment effort will be. This recruitment program will serve as a detailed, but not an exhaustive guideline to recruitment activities in each school district or conference. See Code 1276 for an expanded marketing program. A successful recruitment program will include:
- a. A positive school image involving the following:
    - 1) Clearly stated philosophy and objectives of the school.
    - 2) Pride of ownership which is shared and expressed by all.
    - 3) Goodwill expressed in the relationship among the administrators, board members, staff members and students toward their school.
    - 4) A positive perspective before the constituency.
    - 5) A comprehensive conference-wide child/youth census.
  - b. A recruitment philosophy and a sense of responsibility which is assumed by the conference and academy administration, the staff, and the board.
  - c. A sense of responsibility in all members of the school family.
  - d. Recruitment efforts begun early and continued for each prospective student including:
    - 1) School paper (send copies to feeder schools)
    - 2) Yearbook, formal presentation by academy principal or staff
    - 3) Visits by academy personnel in feeder schools
    - 4) Youth activities. The church ministries period
    - 5) The worship hour Sabbath morning (a minimum of two per year recommended)
  - e. Designation of a Christian education secretary and recruiter coordinator
  - f. Informed and involved parents
  - g. Feeder schools
  - h. Preplanning, organization and evaluation
24. To be responsible for developing emergency disaster and evacuation plan including regular preparedness activities. (see Codes 1248, 1249). It is required that all school personnel be annually in-serviced in safety preparedness. A school safety coordinator shall be appointed by the school board at its first meeting annually which may be or not be the principal. The safety coordinator's functions include the following:
- a. With the principal/head teacher, inspect school plant and equipment semiannually
  - b. Give thorough orientation to all school personnel on safety and emergency procedures.
  - c. Monitor safety issues and report same to board.
25. To develop crisis and media management procedures in collaboration with the local conference office. (see Supplement O)

#### LEADERSHIP ROLES IN A SMALL SCHOOL

4164

The primary responsibility of a head teacher in a small school (one to three teachers) is to teach and guide the educational progress of students under his/her care. Additionally, the head teacher is responsible for performing certain administrative duties, or for coordinating some of these

responsibilities to be performed by other educational staff, parents, constituents, or school board members.

It is understood that in a small school many administrative responsibilities normally performed by a full-time principal in a larger school, will be shared by other educational staff and by certain members of the school board, primarily the board chair. Thus, the local school board assumes a greater responsibility in sharing some of the administrative load with the head teacher.

#### Head Teacher Responsibilities:

1. In conjunction with other staff, to implement the administrative policies of the conference board of education and the operational policies of the local school board.
2. In counsel with other staff, to develop and maintain patterns of programming, such as coordinated classwork, recreation schedules, dismissal procedures, joint field trips, annual student pictures, weeks of prayer, and other school-wide events.
3. To accept the responsibility of spiritual leadership of the school.
4. To represent the school as its official spokesperson.
5. In conjunction with the school board and staff, to develop a discipline policy for the school, and handle repetitive or major student infractions which may result in suspension. Individual teachers are encouraged to handle all ordinary or minor disciplinary infractions.
6. To submit all required reports to the local conference, union, and NAD offices of education.
7. To acquaint parents and constituents with goals and the program of the school through periodic public reports.
8. To dialogue with parents of prospective students, acquainting them with the school facilities and its academic programs.
9. To serve as secretary of the school board, and in counsel with the chairperson, prepare the agenda for each meeting. (In many small schools, a recording secretary is selected to take and prepare the minutes after approval by the head teacher. The head teacher is the only representative of the school with voting privileges).
10. To acquaint parents and other patrons with policies and procedures relative to the operation of the school.
11. In consultation with the school board, to arrange for the preparation of the annual school handbook/bulletin and other interim school information publications.
12. To bring suggestions to the school board regarding needed equipment to enhance the school program.
13. To arrange regularly scheduled staff meetings, and morning worship with other faculty.

14. To supervise staff in organizing and maintaining an accurate/efficient system for student records.
15. To supervise staff in planning for and sustaining adequate recreational supervision.
16. To work with the conference to ensure all required paperwork for locally funded employees (i.e., I-9, W-4, background check) is on file at the conference office.
17. To support the Home and School Association and with his staff to participate in its program. (1900)
18. To request and send transfer records of students to and from other schools.
19. To monitor the maintenance of the school plant, grounds, equipment, supplies, and all school property for maximum efficiency and safety.
20. In consultation with the school board, to develop emergency disaster and evacuation plans to include regular preparedness activities.
21. In consultation with the school board, to develop crisis and media management procedures in collaboration with the local conference office. (See Supplement O)
22. To promote Seventh-day Adventist Education.
23. In consultation with the classroom teacher, parent(s), and local conference office of education arrange for the appropriate grade level placement of entering students (including testing and review of student records before placement is determined).
24. To support teachers.

#### **ADMINISTRATIVE LOAD**

**4167**

1. **Elementary Principal**  
When an elementary school has less than 75 students enrolled, the principal should not teach more than three subjects. When there are 75-100 students, the principal should not teach more than two subjects. When there are 100-150 students, the principal should not teach more than one subject.
2. **Junior Academy Principal**  
The principal of any junior academy should not be required to teach more than four secondary units or the elementary equivalent. The principal of any junior academy where there are 75-100 students and/or four other teachers, should not be required to teach more than three secondary units or the elementary equivalent. The principal of any junior academy where there are more than 100 students and/or six or more other teachers should not be required to teach more than two secondary units or the elementary equivalent.
3. **Secondary Principal**  
When the academy has less than 75 students enrolled, the principal should not teach more than three subjects. When there are 75-100 students, the principal should not teach more than two

subjects. When there are 100-150 students, the principal should not teach more than one subject. If there are more than 150 students the principal should not teach any subjects.

4. Administrative Professional Help  
Administrative professional help should be provided in schools with 50 or more students.

**STAFF MEETINGS** **4170**

The principal should plan for regularly scheduled staff meetings and, where possible, for morning worship with the faculty.

**STAFF MEMBERSHIP** **4171**

All administrative officers, teachers, other workers as designated, superintendents of work departments, and dormitory deans are members of the staff. The principal is the presiding officer.

**FACULTY COMMITTEES** **4172**

If the size of the school justifies the delegation of some functions to committees, their responsibilities shall be clearly defined. Such committees may be either standing or specially appointed. All standing committees should be published in the annual bulletin.

**MINUTES OF FACULTY MEETINGS** **4173**

A recording secretary shall keep up-to-date minutes of all the official faculty actions and the minutes shall be filed in the office of the principal or registrar. The names of the principal, the secretary, staff members present, and the date of the meeting should appear in the minutes.

**TEACHING ASSIGNMENTS** **4177**

1. Assignments to schools  
Assignments to elementary schools, junior and senior academies will be made by the conference board of education. The recommendation for such action will be made by the superintendent of schools in consultation with local school boards.
2. Assignments within schools  
Assignments within a school are the responsibility of the superintendent in consultation with the local administration and board.

All employees are subject to reassignment within a school when it is believed to be in the best interest of the school, provided such reassignment does not affect the salary of the employee while the employment agreement is in force. Employees who refuse reassignment initiated by the employing organization are subject to non-renewal of teaching agreement or termination. Reassignment shall be based upon the professional qualifications of the employee.

**TRANSFERS, PERSONNEL** **4179**

All full-time and part time instructional personnel, whether conference-funded or locally-funded, are employed by the conference through the board of education. However, only conference-funded

employees may be transferred to any location within the conference of the employing organization at its discretion. Authority for transfer of all certificated personnel shall be by action of the conference board of education or academy board for secondary teachers. To ensure the effective and orderly operation of schools within the conference, the conference office of education will communicate on a regular basis with the local school board.

The conference superintendent, associate superintendent, conference president or designated authorized conference representative must be in attendance, physically or electronically, and chair all personnel committees or any school board when personnel issues are being discussed. No discussion of certificated personnel may take place without the presence of the superintendent, the associate superintendent, conference president or designated authorized conference representative.

1. Voluntary Transfer

Certificated employees may, at any time prior to the renewal of an employment agreement, request a transfer. The conference may or may not be able to accommodate the request. If a teacher requests a transfer, an updated resume must be submitted to the conference for distribution.

2. Administrative Transfer of Certificated Employees

Administrative transfers are transfers within the employing organization's geographical region. Administrative transfer of employees is at the discretion of the conference board of education.

- a. The superintendent of schools may initiate an administrative transfer of employees after communicating with the local school board.
- b. Authority for transfer of regular employees shall be the decision of the conference board of education. The local school board may recommend to the conference office of education the transfer of a regular employee, providing the following steps are taken first:
  - 1) The principal and/or school board shall make a written recommendation finding that the best interests of the pupils, the school, or the employee will be served by such a transfer. The conference superintendent, associate superintendent, conference president or designated authorized conference representative must be in attendance, physically or electronically, and chair all personnel committees or any school board when personnel issues are being discussed. No discussion of certificated personnel may take place without the presence of the superintendent, the associate superintendent, conference president or designated authorized conference representative.
  - 2) The superintendent of schools or academy principal must advise the employee through personal interview and in writing that an administrative transfer is being recommended, with accompanying reasons. In the case of senior academy regular instructional personnel, the academy principal shall work closely with the superintendent of schools.

- c. Administrative transfers of certificated employees may be made at any time for any of the following reasons:
  - 1) Unsatisfactory performance or conduct by the employee in the current position as indicated by professional evaluation.
  - 2) A determination by the employing organization that the employee cannot fulfill assigned duties and responsibilities, but where the employing organization feels that the employee possesses the potential to achieve success elsewhere
  - 3) Insufficient enrollment
  - 4) Lack of funds
  - 5) The need for specialized services elsewhere
  - 6) Conflicting personnel relationships
  - 7) Any legitimate business interest or educational interest of the conference board of education
  - 8) Staffing of a new school
- d. In case of administrative transfer for regular employees, the employing organization shall make a reasonable effort to assist the employee in securing other comparable denominational employment.

With the permission and cooperation of the employee, this may include sharing the resume of the transferring employee with local school boards where a vacancy exists.

**NOTE:** The employing organization cannot guarantee employment for the transferring employee.

## REDUCTION IN FORCE

4180

If low enrollment or lack of fund or other circumstances, create financial or operational difficulties for a local school, the employing organization may make a reasonable reduction in force (RIF) among employees assigned to a particular school or academy.

When a RIF is being considered the local school board, administration, local conference superintendent, and local conference human resources director will coordinate efforts to identify the classification/type of position(s) that will be affected by a necessary reduction in workforce. The local school board or academy board will submit final recommendations to be voted by the local conference Board of Education. Every effort should be made to inform employees in advance that a reduction in force is being considered.

### 1. Types of Reductions

- a. Position elimination. Position eliminations involve situations when a particular teacher position can be eliminated entirely. (Example: The Fine Arts teacher position can be eliminated because the class will no longer be taught due to low enrollment).
- b. Position downsizing. Position downsizing involves situations when a teacher or staff position is being reduced but not entirely eliminated. (Example: Reducing two English teachers' positions to one).



- c. Position Consolidation. Position consolidations involved situations when two or more positions are eliminated and their functions are combined into a single position with a resulting reduction in head count.

## 2. Procedures

If a RIF must be conducted and positions will be eliminated, Human Resources (HR) in consultation with the Superintendent of Education will review the personnel records and relevant documentation for each employee in the affected position(s) and make a recommendation to the conference board of education.

Employees selected for elimination of their position will be notified of this action and provided termination settlement, if eligible under the Southern Union Code and NAD policy.

### **TRANSFER DATES**

**4181**

Certificated Employees' Transfer Deadlines:

The annual period of employment for all certificated employees shall end on June 30

Certificated Employees' Summer Transfers—Educational Expense Arrangements

A teacher from another union or conference newly employed in the Southern Union Conference who is currently enrolled in a study program elsewhere, may, upon board of education approval, be permitted to complete the work where enrolled if a transfer would entail hardship or a loss of credit.

If an employee voluntarily transfers during the summer, on or after July 1, salary and summer school expenses, if any, are assumed by the calling organization.

### **EMPLOYEE NOTICE OF NON-RENEWAL (INTENT OF EMPLOYMENT)**

**4183**

Any employee not intending to apply for or accept employment for the succeeding year shall file a written notice of that intent with the superintendent or academy principal by April 1.

### **RESIGNATION/RELEASE FROM EMPLOYMENT AGREEMENT**

**4184**

If any release from the employment agreement is requested by an employee, to be effective during the employment year, a written notice must be given to the superintendent or academy principal at least 30 days prior to resignation. The notification must specify the employee's reasons for resignation. Upon resignation during the school year the employee's salary is paid through the last full working day. The termination settlement policy does not apply.

A resignation must be recognized by the employing organization by being recorded in the official minutes of the controlling board.

Resignation without reasons acceptable to the conference board of education shall be considered a breach of the annual assignment agreement, and shall result in an appropriate notation made on the employee's service record and/or any other appropriate action which the employing organization deems necessary under the circumstances.

**REPAYMENT OF PREPAID SALARY****4190**

Repayment of prepaid salary given in the summer before the employee actually begins work; salary advance, and/or unamortized expenses will be required before a release is given. The rate for calculating prepaid salary given in the summer before the employee actually begins work and salary advances shall be based upon the 10-month daily rate. The 10-month daily rate shall be based upon the 220 days within the employment period. The employee shall be responsible for reimbursing the conference or senior academy for unamortized moving expenses on the same basis as an Adventist institution calling an individual who has not completed four years of full-time service.

**ADMINISTRATIVE LEAVE (SUSPENSION) OF CERTIFICATED PERSONNEL****4195**

Administrative leave is the immediate removal of an intern, transfer, probationary or regular employee, with pay and benefits, from assigned duties during the course of employment. An action of administrative leave may be taken by the superintendent of schools when circumstances indicate there may be reasonable cause for disciplinary action which may lead to termination.

The employee shall be notified in writing of administrative leave suspension at a reasonable time and place designated by the employing organization.

**TERMINATION****NON-RENEWAL OF REGULAR STATUS EMPLOYEES****4201**

Non-renewal is discontinuance of salary and employment of the regular status employee and may be implemented at the end of the annual employment agreement by the employing organization. The employing organization is required to provide written notification to the regular employee by April 1st of its intention not to renew the annual assignment agreement, and of the reasons therefore.

Once written notification of the non-renewal of the annual assignment agreement has been provided to the regular employee, the regular appointment may be terminated at the expiration of the education employment agreement. Decisions regarding non-renewal may be made for reasons such as, but not limited to, the following:

1. Insufficient or declining enrollment
2. Lack of funds
3. School closure which is in the best interest of the school
4. Failure to fulfill assignments and/or job duties in a professional and satisfactory manner
5. Failure to comply with instructions, policies, rules and/or procedures
6. Operational difficulties of the school, which make continued employment impractical or unfeasible
7. The best interests of the school as determined by the office of education and the conference board of education in consultation with the local school board
8. Inability of the conference to find a suitable new assignment for the teacher

**TERMINATION****4202**

1. Termination of Regular Status Employees

Employees are employed for either a 10-month or 12-month period under a written annual employment agreement. During the term of the annual employment agreement and prior to its expiration, employment may be terminated for conduct and/or performance issues, enrollment or financial considerations or other business reasons as determined by the employing organization.

Reasons for termination may include, but are not limited to, any failure by the regular employee to adhere to the duties described below or any other employee misconduct. Employee misconduct is the failure of the regular employee to perform assigned duties. Just cause includes, but is not limited to, the following reasons:

- a. Inability to perform essential job functions with or without reasonable accommodations
  - b. Incompetence or inefficiency as determined by professional evaluation
  - c. Indifference to pupil welfare
  - d. Lack of cooperation with administration or supervisors
  - e. Conflicting interpersonal relationships
  - f. Failure to comply with the working policies of the Seventh-day Adventist Church, conference policies and regulations, or failure to comply with the Education Code
  - g. Insubordination or failure to follow a supervisor's reasonable orders, directives, or recommendations
  - h. Immoral or unsatisfactory personal conduct not in accordance with the principles of the Seventh-day Adventist Church
  - i. Committing, aiding, advocating, or being convicted of or pleading guilty or no contest to any criminal offense except minor traffic violations
  - j. Persistence in advocating, practicing, or teaching beliefs or philosophy contrary to the basic tenets and doctrines of the Seventh-day Adventist Church
  - k. Failure to maintain the accepted standards of the Seventh-day Adventist Church
  - l. Use of alcohol, tobacco, or the illegal use of drugs (The employing organization reserves the right to test for these substances in compliance with applicable laws.)
  - m. Social or moral problems which make the employee unfit to instruct or associate with children and youth
  - n. Membership in any organization advocating the overthrow of the government by force or subversion
  - o. Theft, dishonesty, and/or falsification (oral or written).
  - p. Excessive absenteeism or tardiness regardless of the reason
  - q. Failure to maintain a current, denominational teaching certificate
  - r. Violence in the workplace
  - s. Any behavior that undermines the ability of the employee to serve as a proper role model to Seventh-day Adventist children and youth.
2. Intern/transfer/probationary status employees are hired and employed at-will, and are subject to termination by the employing organization at any time without advance notice or requirement of cause. (See Code 4125)

Procedures for termination of certificated employees (intern, regular and transfer status) during the course of employment and prior to the expiration of the term of the agreement and non-renewal of regular status are as follows:

1. Termination of a certificated employee or non-renewal of the assignment agreement for a regular employee is to be initiated by the superintendent in consultation with the local school board. The office of the superintendent of schools must be notified and represented when a school board discusses employment issues of certificated employees during the term of the annual assignment agreement.
2. The conference board of education makes the decision regarding termination of the certificated employee or non-renewal of the assignment agreement upon the recommendation of the superintendent.

In the case of senior academy employees, the academy board makes recommendation to the board in consultation with the academy principal and superintendent.

3. The superintendent of schools or designee, shall give written notification of termination to the certificated employee or non-renewal of the assignment agreement to the regular employee, including reasons for such action, the effective date of termination or non-renewal and discontinuance of salary, and shall also inform the employee of the right of appeal that shall be initiated within 15 working days.
4. Notification of intent to terminate an employment agreement by either the employee or the employer must be submitted in writing to all parties concerned at least 30 days prior to termination.
5. The employee has the right to use the conciliation procedures outlined in Code 4960.

**TERMINATION SETTLEMENT****4206**

1. Provision — Employees whose employment is terminated after an employment agreement has been signed may be eligible for a termination or non-renewed settlement if they meet the conditions of this policy.
2. Exceptions — Some denominational organizations have established policies to be implemented in case of voluntary termination of an employee which shall apply in the case of their terminated employees.

Further, local and state laws or conditions of employment of termination may require employers to offer a termination settlement which varies from the provisions of this policy. Properly constituted governing or administrative bodies have the discretion to authorize a termination settlement at variance

with the following directives.

A termination settlement may be granted to an involuntarily terminated full-time employee who has worked in denominational employment for at least two years. Eligibility shall be determined according to the criteria found in the most recent edition of the NAD Working Policy Y 36. To review NAD Working Policy Y 36 or to ask questions about eligibility for termination settlement, employees should speak with their employing organization.

3. Service Record

- a. Termination Settlement — The termination settlement shall be noted in the employee's personal service record but does not cancel any part of his/her service credit.
- b. Further Settlements — If an employee who has received a termination settlement or retirement allowance reenters denominational service at a later date, any further termination settlement would be based on service accrued since the date of the previous settlement.

4. No Service Credit

The settlement shall not add service credit to the employee's record.

5. Settlement

- a. Amount — The settlement, calculated according to NAD WP Y 36 30, shall be a payment equal to 25 percent of one month's remuneration including cost of living adjustments but excluding area travel and all other allowances multiplied by the years of denominational service credit. No more than 20 years of full-time service shall be counted. Any unpaid benefits earned by the employee, including but not limited to unpaid vacation time and unpaid sick time, are not part of this settlement and shall be paid separately to the employee.
- b. Method of Payment — The settlement computed in paragraph 1. above shall be paid in a lump sum.
- c. Independent Transfers — In the case of an independent transfer, the settlement shall be calculated on only years of service earned as a church employee within the territory of the North American Division or as a regularly appointed inter-division employee from the North American Division.
- d. Settlement for Teachers — The settlement for teachers should be based on the actual remuneration they have been receiving just prior to termination.
- e. Basic Life Insurance — A benefit paid from the basic life insurance shall in no way affect this settlement.

6. Termination Settlement Expense

- a. Employer Pays — Termination settlements are the responsibility of the employing organization.

- b. Release — As a condition of receiving a termination settlement, employees are required to execute a release of any and all liability against the employer, related organizations and entities, agents and employees.

Therefore, the settlement is not to be construed as an employee benefit. If the release is not signed within the time frame indicated in the termination settlement agreement, the termination settlement shall be forfeited. (A model release form is available from the Office of General Counsel of the General Conference.)

#### 7. Health Care Benefits

Health care benefit coverage ceases with the effective date of termination. The ex-employee and dependents (i.e., spouse and dependent children) may be eligible to purchase emergency temporary health benefits from a health insurance exchange.

### SUSPENSION OR REVOCATION OF DENOMINATIONAL CERTIFICATION

4210

A certificate may be suspended or revoked for any of the following:

1. Any cause that is grounds for dismissal (see Codes 4201-06)
2. When an employment agreement has been prematurely terminated by the employee without the employer's consent
3. When an employee resigns and fails to repay money owed to the employer such as but not limited to the following: advanced salary, unamortized graduate study assistance, unamortized moving and housing loans
  - a. Procedure
    - 1) The superintendent of schools shall notify the employee in writing of the proposed action recommending suspension or revocation of a certificate including the right to a hearing by the conference board of education.
    - 2) The superintendent of schools shall submit the recommendation for suspension or revocation of a certificate to the conference board of education for processing.
    - 3) On conference board of education approval, a formal request with supporting documentation shall be sent to the Southern Union Conference office of education.
    - 4) The union director of education shall give notice to the employee including the right to a hearing by the Southern Union Conference Board of Education.
    - 5) The Southern Union Conference Board of Education shall have the final decision regarding revocation or the length of time for suspension.
  - b. Reinstatement

The employee may submit a request for reinstatement of certification to the Southern Union Conference office of education after 90 days have elapsed since

the final decision. Documentation must be provided that verifies previous certification issues have been satisfactorily addressed.

### **TEACHER RESPONSIBILITIES**

#### **TEACHER - SCHOOL BOARD RELATIONSHIPS**

**4401**

The teacher is a conference employee whether conference-funded or locally-funded. A congenial working relationship between teachers, pastors, and school board fosters a healthy climate for Christian education.

The principal or head teacher should present from time to time a report of progress, conditions, and needs of the school to the school board.

The principal or head teacher should report to the school board delinquent and unresponsive students or those who may be a detriment to the standards and progress of the school.

#### **TEACHER - CHURCH RELATIONSHIP**

**4405**

The teacher shall transfer membership to a constituent church of the school or academy church and participate wholeheartedly in its activities. The sense of belonging and brotherhood will win the hearts of students and strengthen the work of the school. Attendance at church services should be regular, both for the teacher's own spiritual refreshment and for the example set before the students.

Churches are counseled against requesting teachers to accept more than one major church office. It is suggested that the teacher may act as a counselor to train leadership where necessary.

Teachers who are asked to teach a Sabbath school class should usually be assigned class members other than their regular school pupils.

The teacher should present to the church pastor the names of baptismal prospects.

#### **PROFESSIONAL ORGANIZATIONS**

**4406**

All teachers are urged to continue professional growth by maintaining membership in at least one professional organization. Teachers should carefully examine all professional organizations before joining.

#### **CURRICULUM, TEACHER RESPONSIBILITIES**

**4410**

It is the duty of every educator in the Southern Union to adopt the principles of the Adventist EDGE (Educators Delivering GREAT Education) Initiative (2120). This program is aligned with the North American Division *Journey to Excellence*. It focuses on the essential core elements that identify the high expectations of what students should know and be able to do. The teacher should follow the prescribed curriculum as outlined in the curriculum guides, which give special emphasis to the following objectives:

1. Developing a love for and a knowledge of God
2. Building character
3. Establishing true ideals of service

4. Developing a true love for, a sense of proper loyalty to, and social fitness for membership in the pupil's home, church, and country
5. Fixing health habits and teaching the pupils to keep their bodies in good health
6. Mastering the common skills and knowledge basic to all future learning or vocational pursuits
7. Developing wholesome, constructive attitudes
8. Developing the ability to get along with people
9. Encouraging creativity
10. Developing the skills of critical thinking and problem solving

#### **TEACHER VISITATION DAY**

**4415**

Arrangements for a professional visiting day are to be made by the principal with the school board, the conference office of education, and the school to be visited. This must be done in ample time to receive authorization for the visit from the board, the conference, and the school to be visited. Appropriate professional activities for the day may include observations in public or church schools and/or curriculum laboratories.

A written report is to be made to the superintendent's office following the visit.

#### **TEACHER RESPONSIBILITY FOR PUBLIC PROGRAMS**

**4417**

The teacher/administrator should make certain that all public programs represent the actual work and the Christian character of the school. They should not be so frequent or so elaborate that they occupy time needed for school work. Programs should be in keeping with the spirit of the principles of Christian education and nothing of a cheap or worldly atmosphere should be used for entertainment in the school.

#### **TELEPHONE**

**4418**

All teachers are required to maintain a telephone for after-hours accessibility.

#### **PRESCHOOL DUTIES OF TEACHER**

**4420**

The teacher should report to the school principal or board chairman by August 1. Preschool duties include:

1. Visit homes of church families with school- age children
2. Encourage 100% enrollment in the church school
3. Arrange for ordering of students' textbooks and school supplies if this has not been done previously
4. Send personal mailing address to the conference office of education
5. Do long- range and short- range lesson plans
6. Check school equipment and supplies
7. Make the classroom pleasant and attractive

#### **TEACHER RESPONSIBILITY FOR FINANCIAL RECORDS**

**4422**

The teacher should keep an itemized record of class funds and/or petty cash.



**TEACHER RESPONSIBILITY FOR ATTENDANCE REPORTS****4424**

Accurate and prompt reports of irregular attendance and truancy are required by law, and are to be furnished by the teacher to the principal, or in small schools with no principal, to the chairman of the school board.

**STUDENT SUPERVISION****4425**

School personnel are responsible for the care and safety of students while at school and during all school functions, on or off campus. This includes the need for teachers to be present at school 30 minutes before and after school hours, and until every child has gone or been provided for by the supervision of other school-approved individuals.

**POST-SCHOOL DUTIES OF TEACHER****4430**

After the school year ends the teacher is to remain on duty and at the school. The following items must be completed:

1. The pupils' progress reports have been completely filled out, including the final averages for the school year in the subjects. Each pupil's placement for the coming year should be included.
2. The records of scholarship, attendance, summaries, etc., called for in the school register have all been carefully and completely entered in ink, and the cumulative folders and permanent record cards have been filled out. The current school register and scholarship record as well as any previous ones still in the school have been sent to the conference office.
3. The closing report, teacher's summer address, order for textbooks for the coming year, and such other reports and information requested by the educational superintendent have been sent.
4. The final report and the key to the school have been given to the individual designated by the school board. The board or board chairman should be aware of teacher's summer address.
5. All school supplies, desk copies, library books, and other removable school equipment have been stored in a safe, locked place.
6. The school plant has been left in a neat, orderly condition.
7. After the above items are completed and if time remains before the contract period is over the teacher is encouraged to participate in home visitation of all perspective students for the coming year.

**BENEFITS****MOVING ALLOWANCE—CERTIFICATED PERSONNEL****4720**

1. Assistance  
When an employee is requested by the 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 NAD WP Y 23 and 100% of the regular mileage allowance to move the employee's car or up to two cars for the employee and spouse to the new location of employment.
  - c. A flat amount rounded up to the nearest \$10 to cover packing and other moving costs as follows:
 

Employee	16.5% of remuneration factor
Spouse	16.5% of remuneration factor

A single parent with dependent children may be granted 33% of 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 expenses 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.
  - f. Under applicable Internal Revenue Service regulations all moving expense for an employee shall be classified as taxable income.
2. Maximum Assistance  
The allowances referred to in 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.
  4. When an employee makes an authorized trip to his new field to locate a home, special travel rates shall apply and will be charged to moving expense.

#### **PARSONAGE ALLOWANCE—CERTIFICATED PERSONNEL**

**4722**

Ordained or licensed ministers serving in an educational setting are eligible for the minister's parsonage allowance. The minister's parsonage allowance is tax free. To be eligible for this exemption from income, an estimate of parsonage expenses shall be submitted to the employing organization prior to the year for which the exclusion is requested or at the time of employment, if during the requested tax

year.

A report of actual expense for the year shall be submitted to the employing organization at the end of the calendar year. The actual amount (provided it is not larger than the current maximum or larger than the estimate submitted) shall be deducted from the salary amount listed on the W-2 form. No actual entries for this amount are required in the accounting records. Contact the local conference for forms to use in reporting parsonage allowance.

#### **HOUSE RENTALS FOR ACADEMIES —CERTIFICATED PERSONNEL**

**4724**

To establish fair market rental rates for educational personnel who are required to live in school-owned housing, the following policy is recommended:

1. Each school will secure the services of a qualified appraisal firm from the community to study and report on each housing unit to determine a minimum and maximum rental rate for local accommodations of equal quality.
2. The average of the minimum and maximum rental rates will be used in computing a fair rental value. In no case shall the rate exceed the conference rent policy ceiling.
3. Each academy board will establish the rental rates, and adjustments will be made as policy provides. The rate of rent charged shall be at least 75% of the community rate.
4. Any adjustment in salary will necessitate an adjustment in rent charges on a percentage basis. Example: Should the total package salary increase 2% for whatever reason, the rent rate would reflect a 2% increase also.

#### **SPECIAL RENT ALLOWANCE—CERTIFICATED PERSONNEL**

**4725**

A special rent allowance in areas designated as high cost of living areas shall be paid to certificated employees in harmony with conference and union guidelines.

#### **SPECIAL HOMEOWNER'S ASSISTANCE — CERTIFICATED PERSONNEL**

**4726**

Employees who are currently receiving special rent assistance or who are living in a high-cost housing area and do not own their own residence may be eligible for a special homeowner assistance on a home purchase on a one-time basis according to conference and union guidelines established for this purpose.

#### **HOUSING ASSISTANCE**

**4727**

1. Duplicate Housing  
When an employee is moved from one location to another, and because of the conditions of the lease, failure to sell or rent home, or other significant cause, the employee is required to pay housing expenses both at the former location and at the new location, an allowance may be granted to cover the time when payments were being made at both locations and both homes are habitable. The allowance may be granted under normal conditions up to three months.
2. Unusual Circumstances

In unusual circumstances, when the employee has not been able to sell the home at the former location and evidence is presented indicating that the asking price for said home at the end of the three-month period referred to above was no greater than 100% 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.

3. 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% of the appraisal during this period.

4. Amount

When granted, the allowance monthly shall be the actual expense for principal and interest, property taxes, and insurance up to 100% of the cost factor (housing/ utilities/property tax of the Relocation Analysis Report) as indicated by ERI/Statistics Canada for which the employee was eligible at the former location. Fifty percent of any rental income shall be deducted from the allowance.

5. 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 items one through four the property may be placed for sale at less than one hundred percent of market value as determined by the 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.

6. 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.

7. 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.

**SPECIAL PROJECTS OR ASSIGNMENTS—CERTIFICATED PERSONNEL****4728**

1. Part-Time Employment  
Certificated personnel may be employed during the summer for special projects or assignments.
2. Compensation for Special Projects or Assignments – 10 month Employees  
Certificated personnel on a 10-month agreement may be employed for special projects during the time they are not under the direction of the principal or superintendent of schools. When employees are asked to complete special projects, they will be paid at a weekly rate for the actual time of the assignment. The amount to be paid is 14% of the 100% wage factor of Category A for each week of work. The total amount paid during the summer, plus the 10-month wage, shall not exceed the 12-month salary for that employee's classification.

**SUBSTITUTE TEACHERS FOR CERTIFICATED PERSONNEL, TEMPORARY EMPLOYMENT****4732**

The local school board may authorize the school administrator to employ qualified persons on a temporary basis to fill positions of regularly credentialed employees absent from service. It is the responsibility of each conference, senior academy, or the Union to reimburse substitute teacher's pay for a duly-authorized committee called by the Union or conference office of education. Substitute teachers shall be paid in accordance with the rates established by the conference board of education, or the Union. (SU Education Code 3580)

**TRAVEL EXPENSE FOR UNION COMMITTEES—CERTIFICATED PERSONNEL****4736**

1. Authorized expense incurred by members of the Southern Union Board of Education shall be paid by the employing organization.
2. Authorized expense incurred by members of ad hoc committees called by the Southern Union Board of Education shall be paid by the Southern Union.
3. The expenses of elementary and junior academy personnel authorized to attend the Education Council and related meetings shall be paid by the employing organization.

**TRAVEL EXPENSES FOR TEACHERS' CONVENTIONS—CERTIFICATED PERSONNEL****4738**

1. All transportation expense for employee delegates attending teachers' conventions shall be paid by the employing organization.
2. Travel and employee per diem rates shall apply to employees and authorized delegates in harmony with the prevailing Southern Union policy.
  - a. Employees shall be allowed the lodging expense of an overnight stop for distances greater than 500 miles.
  - b. The employee per diem policy shall apply in route according to the prevailing Southern Union and conference policies.

**MILEAGE RATE****4739**

Special mileage is defined as authorized mileage and is paid at the current mileage rate as set by the conference.

**PRINCIPALS' ADMINISTRATIVE/TRAVEL BUDGETS****4740**

The Southern Union Board of Education has adopted a minimum principal/head teacher administrative budget. Local Conferences may approve higher amounts as deemed appropriate. (See Southern Union Salary Scale for K-12 Education Personnel)

**TRAVEL OUTSIDE SOUTHERN UNION CONFERENCE—CERTIFICATED PERSONNEL****4741**

Educational personnel authorized to travel outside Southern Union Conference territory shall be provided transportation, any excess expense will be the employee's responsibility.

**VACATIONS AND HOLIDAYS—CERTIFICATED PERSONNEL****4742**

1. Those employees on a 12-month assignment are granted annual vacation time as follows:
  - a. Two weeks annual vacation after one full year of service.
  - b. Three weeks annual vacation after 7 full years of service.
  - c. Four weeks annual vacation after 15 full years of service.
  - d. For employees on the 12-month contract period, two weeks of vacation would be included during the 10-month school year. The balance of vacation time (if eligible) would be provided during the summer.

It is intended that vacations be taken each year. However, at the request of the employee, and with the approval of the employing organization, two weeks of vacation may be carried over from one year to the next for an accumulated vacation not to exceed six weeks. The number of paid holidays granted in any one year shall be limited to nine, as specified by the Southern Union. Any leave taken beyond that shall be treated as part of the annual vacation.

Thanksgiving, Christmas, and Spring breaks are to be counted as vacation time except for the approved paid holidays. All exceptions are to be authorized by the local academy principal or educational superintendent.

2. During academy vacations a skeleton crew is needed to cover necessary supervision and industrial posts. All full-time and part-time personnel shall plan to work their share of these school vacation times.
3. Vacation pay is built into the salary scale for all 10-month employees.

**SUMMER SCHOOL ADVANCED STUDY****4745**

Oakwood University and Southern Adventist University offer summer graduate programs that

provide master's degrees and meet certification needs for the Southern Union elementary and secondary educators.

#### **SUMMER SCHOOL ALLOWANCE**

**4746**

Summer classes and workshops taken at Oakwood University and Southern Adventist University for certification or advanced study will be provided tuition-free to any approved full-time education employee. In addition, the conference may reimburse the employee for one round trip expense according to policy. Teachers attending summer school at Oakwood University or Southern Adventist University may be given a weekly living allowance corresponding to the dormitory room charge, where additional housing is necessary.

#### **POST-GRADUATE STUDY ASSISTANCE**

**4747**

The Southern Union Post Graduate Study Assistance Program is designed to encourage full-time administrators in the Southern Union to enhance their professional growth by seeking to obtain an Educational Specialist or Doctorate degree. It is a cooperative effort with the employee, the employing organization and the Southern Union.

1. Eligibility
  - a. Administrators with a master's or educational specialist degree, who have served two or more years in the Southern Union are eligible to apply.
  - b. The local employing organization must recommend the employee for the post graduate study assistance program.
  - c. The applicant must be officially accepted into an accredited post graduate program.
  - d. The applicant must support Adventist education - "Church employees in administrative, professional, and supervisory positions are expected to send their children to Seventh-day Adventist denominationally owned and operated schools." NAD Policy Y 24 05 (Exceptions to this policy have to be approved by the Local Conference Office of Education and Southern Union Conference Office of Education.)
2. Application
  - a. Applicants must obtain written authorization from the employing organization and the conference K-12 board of education before applying for assistance.
  - b. Application forms are to be completed and received in the Southern Union office of education by October 15.
3. Authorization for Assistance
  - a. Applications will be recommended by the Superintendents' Council by November 30.
  - b. Authorization is voted by the Southern Union Board of Education.
  - c. The amount of assistance per applicant will be limited to \$1,500.00 per year for Doctoral candidates, and \$750.00 per year for Educational Specialist candidates. Assistance paid directly to the applicant will be taxable.

- d. The maximum or cumulative funding for an Educational Specialist candidate is \$3,000.00.
- e. The maximum or cumulative funding for a Doctoral candidate is \$6,000.00.
- f. The maximum or cumulative funding for any one candidate (combination) is \$6,000.00.
- g. Written verification of utilization of funds for educational purposes must be submitted to the Southern Union Office of Education each time funds are received.

4. Priority of Authorization

Funds will normally be divided into two categories; two thirds for Doctoral grants and one third to Educational Specialist grants. If the number of applicants in a given category does not equal the above allocation, the funds will be awarded to the category that has applicants.

If there are more applications than funds available, the following criteria for prioritizing the grants will be used.

- a. Doctoral applications will take priority over Educational Specialist applications.
- b. Previous applicants granted funds will be given priority over first-time applicants.
- c. Length of service in the Southern Union will establish priority.
- d. The length of service in the SDA school system will establish priority.

5. Amortization for Assistance

- a. Authorization for the assistance infers an obligation of the recipient to serve in the territory of the Southern Union to amortize the expended funding.
- b. The amortization schedule shall be one full year of service in the Southern Union following each grant expended.
- c. Any unamortized funds will be the liability of the applicant, and must be refunded to the Southern Union in full.



## SOUTHERN UNION CONFERENCE

### POST GRADUATE STUDY ASSISTANCE PROGRAM APPLICATION

4747

Applicant's Name \_\_\_\_\_ Date \_\_\_\_\_

Employing Organization \_\_\_\_\_ Highest Degree Completed \_\_\_\_\_

Field of Study for Doctoral Degree \_\_\_\_\_

School/Location of Degree Program \_\_\_\_\_

Proposed Duration of Time to Complete Degree: \_\_\_\_\_ Years

Starting Date \_\_\_\_\_ Amount of Assistance Requested \_\_\_\_\_

The Southern Union Post Graduate Study Assistance Program is designed to encourage full-time administrators in the Southern Union to enhance their professional growth by seeking to obtain an Educational Specialist or Doctorate degree. It is a cooperative effort with the employee, the employing organization and the Southern Union.

Authorization of the assistance infers an obligation of the recipient to serve in the territory of the Southern Union Conference to amortize the expended funding. The amortization schedule shall be one full year of service in the union for each \$1,000.00 expended. Any unamortized funds will be the liability of the applicant, and must be refunded to the Southern Union Conference in full.

Applicant has met all the eligibility requirements as listed in the *Education Code* policy number 4747 and understands that unamortized funds must be refunded in full to the Southern Union Conference.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Applicant's Social Security Number

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Approval Date - Conference Board of Education

\_\_\_\_\_  
Southern Union Director of Education

**Due to Southern Union Conference Office of Education by October 15**

Full-time employees may be granted assistance of 75% 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.

**TUITION ASSISTANCE FOR CHILDREN OF CERTIFICATED EMPLOYEES****4755**

Employees in administrative, professional, and supervisory positions (those considered to be exempt from federal and state wage and hour laws) may receive tuition assistance for dependent children who attend denominational schools. Assistance may be granted up to 70% of the tuition and entrance fees for dormitory students, and up to 35% for those not living in a dormitory.

To qualify for this benefit, the student in school must be:

1. An unmarried, dependent child of a qualifying employee who attends a denominationally-owned and operated school on the elementary, secondary, or college level. A fifth year of graduate education can be included for the specific purpose of securing professional credentials.
2. Less than 24 years of age, unless time has been spent in compulsory military service, volunteer service for the Church, or there is a documented medical consideration.
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 more than 50 percent of support from the new family unit.
5. Attending a denominational school serving the territory where the employee works. Exceptions to this policy may be made by the employing organization.

Assistance for students enrolled in an academy or college shall be paid directly to the school. Organizations providing assistance shall make the appropriate arrangements for students attending elementary and intermediate school. When the employee and spouse are both 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 assistance and dividing the cost may be mutually agreed on by the organizations concerned. Only one scholarship shall be provided per student.

Tuition assistance for studies through Home Study International or other approved Adventist distance learning programs is available. Tuition assistance is provided on credits that are earned through the College Level Examination Program (CLEP). The assistance on both is 35%, after the course has been completed, whether or not the student is residing in a school dormitory.

If the employee dies while in service the surviving spouse shall continue to receive tuition assistance for eligible dependent children until the end of the current school year to the extent that the deceased employee was eligible at the time of death.

**Exceptions**

This policy is intended to apply only to employee's 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 a privately operated Seventh-day Adventist school if the school is approved by the Southern Union Board of Education.
2. In cases where an undergraduate-level program of study 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 their area.

#### **INSURANCE, AUTOMOBILE — CERTIFICATED PERSONNEL (NAD Y 29)**

**4766**

1. **Eligibility**  
Those eligible for automobile insurance assistance shall be Union and conference education directors, associates, senior academy principals, and administrative personnel according to conference policy whose category maximum is 100% or more of the remuneration factor.

2. **Required Coverage**  
Those eligible for automobile insurance assistance as listed 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
1. Medical Payments	5,000
2. Comprehensive	**100 Deductible
3. Collision	**500 Deductible
4. 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 (See NAD Y 15 for reimbursement of deductible, etc.)

3. 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. (See NAD Y 29 15.2)
4. 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. (See NAD Y 29 15.3b)
5. Evidence of insurance shall be kept on file by the denominational entity concerned.

Medical expenses are not reportable when resulting from an automobile accident in which another party's insurance covers the cost, nor are medical expenses resulting from an automobile accident when one's own auto insurance covers the cost. This policy will apply regardless of who paid the insurance premium. The medical policy as it relates to an automobile accident is intended to assist an employee only with his own out-of-pocket expenditures.

**PROVISIONS FOR CERTAIN PAID LEAVES—CERTIFICATED PERSONNEL****4770**

Provision is made for certain paid leaves for certificated personnel. Substitute teachers will be paid according to conference substitute teacher policy for the following:

1. Bereavement (Compassionate Leave)
  - a. The employee will receive three days leave upon the death of an immediate family member, including in-laws, grandparents, and grandchildren.
  - b. The employee is eligible for five days (one work week) if responsible for settling the business affairs of the deceased.
  - c. Substitutes for the compassionate leave will be paid on the same basis as substitutes for sick leave.
  - d. Additional time may be granted in hardship cases by the employing organization.
  - e. Travel costs incurred in connection with a bereavement leave are the responsibility of the employee.
2. Jury Duty

Employees selected to serve on jury duty may accept this responsibility as required of a contributing citizen. However, if selection as a member of a particular jury requires a prolonged absence from the school, the employee should request to be excused as permitted by state law.
3. Personal Leaves

Employees may be granted up to three personal days per year. These days may be counted as part of the 10 sick day's allowance. Substitute teacher pay may be financed the same as sick days. Arrangements should be made with the principal and/or board chair five days prior to the request. Personal days may not be taken immediately preceding or following a holiday.
4. Illness (Sick Leave)

Employees are allowed to be absent ten (10) days during a contract year due to their illness or the illness of an immediate family member without reduction in pay. However, after accrual of ten absences due to illness, the teacher may be charged the expenses incurred for hiring a substitute teacher. Compassionate and jury duty leave are not counted as part of the ten sick days allowed. Personal leave days may be counted as part of the ten sick leave days allowed.

When an employee must take leave because of illness, the following guidelines will be used:

- a. If an absence exceeds three (3) consecutive working days, the patient must be attended by a physician.
- b. Request for extended leave due to personal illness of the employee or members of the immediate family must be approved by the superintendent of schools or the academy principal where applicable (FMLA may apply; see Supplement A).
- c. If the teacher employee is deemed to have a serious health condition, a Family Medical Leave (FMLA) application should be processed with the Conference human resources office. A “serious health condition” means an illness, injury, impairment or physical or mental condition that involves:
  - 1) any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical facility; or
  - 2) a period of incapacity requiring absence of more than **three calendar days** from work that also involves continuing treatment by (or under the supervision) of a health care provider; or
  - 3) any period of incapacity due to pregnancy, or prenatal care; or
  - 4) any period of incapacity or treatment due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc.); or
  - 5) a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - 6) any absences to receive multiple treatments by, or referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated
 (Note: see Supplement A for FMLA Eligibility and Leave Categories)
- d. Elective surgery shall be performed during the employee's personal vacation time.
- e. Full-time employees may receive consideration for extended financial benefits from the employing organization. Such cases are considered on an individual basis according to human resources and approved policies and practices of the employing organization. If extended financial benefits are granted, they shall include all other employee benefits normally received by the employee.

5. Pregnancy Leave

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 (for FMLA see Supplement A). Employees are expected to return to employment as soon as they are medically cleared and 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.

**SUMMER SCHOOL ATTENDANCE—CERTIFICATED PERSONNEL**

**4780**

1. Required Summer School Attendance

All employees holding conditional certificates shall be required to secure six additional semester hours of college credit prior to the coming school year to be applied toward improving their certification status. No employee holding a conditional certificate may be employed by the conference in any type of summer activity that will interfere with summer school attendance.

2. Advanced Study

Southern Adventist University offers a summer graduate program that meets advanced study needs for the Southern Union Conference education personnel. Teachers may complete this degree program on the campus of Southern Adventist University. Oakwood University has an arrangement with Andrews University for a master's in elementary teaching available to Southern Union education personnel.

3. Authorization

- a. The local conference board of education (or employing organization) grants summer school authorization to all educational staff.
- b. Employees expecting denominational assistance must have authorization prior to registering.
- c. Conferences and academies sending employees to summer school will give each employee approval in writing, and will send lists of approved employees to the university.

4. Financial Assistance

Summer classes and workshops taken at Southern Adventist University and Oakwood University for certification or advanced study will be provided tuition-free to any approved full-time employee. In addition, the conference may reimburse the employee for one round trip expense according to policy. Teachers attending summer school at Oakwood or Southern may be given a weekly stipend where housing is necessary. If course needs cannot be met at these two institutions, the Conference Board of Education may authorize attendance and tuition assistance at another Seventh-day Adventist institution.

5. Summer School for Transferring Employees

A teacher from another union conference newly employed in the Southern Union Conference who is currently enrolled in a study program elsewhere, may, upon board approval, be permitted to complete the work where enrolled if a transfer would entail hardship or a loss of credit.

When such loss would occur, boards may grant approval for the employee to continue summer school in the original college and to receive the same benefits as though attending a college in this union.

**CLASSES TAKEN DURING THE SCHOOL YEAR—CERTIFICATED PERSONNEL**

**4782**

Employees authorized to take course work by extension or in residence during the school year may receive financial assistance for tuition and fees. Authorization is granted by the employing

organization.

Employees desiring to take academic course work in excess of three semester hours at one time during the employment year must receive authorization from their employing organization.

#### **TRANSCRIPTS, UNPAID UNIVERSITY ACCOUNTS**

**4784**

To enable Southern Adventist University (SAU) and Oakwood University (OU) to issue a transcript of credits for denominational certification in favor of a graduate with an unpaid account, the teacher may sign an agreement with the employing organization and SAU or OU which includes the following:

1. The employing organization shall make a deduction from the salary of the teacher in the amount indicated, forwarding the deducted amount to Southern Adventist University for credit to the teacher's account, every month until the account is fully paid.
2. SAU and OU, upon receipt of its copy of the contract, duly signed, shall issue a transcript of the teacher's accomplishments which may be used for Seventh-day Adventist denominational teacher certification. The transcript shall be unsigned and bear the notation "Unofficial for Denominational Certification Only."
3. The transcript shall be kept in the subject teacher's file in the office of education of the Southern Union. Also in the file shall be retained all copies, including the originals, of any and all other recognition of certification, denominational or otherwise, which may have resulted from the issuance of said unofficial transcript.
4. In the event the teacher transfers to another denominational organization within the Southern Union territory, the Southern Union office of education shall initiate the negotiation of a new contract involving the new employing organization.
5. In the event subject teacher leaves the employ of the denomination or takes denominational employment outside the Southern Union territory while there remains an unpaid account at SAU or OU, the transcript shall be returned to the college immediately with information regarding the teacher's new location so that the college may notify the teacher of the unpaid balance and solicit payment.
6. In the event the teacher is able, by presentation of any certificate, card, letter, or any other document provided by the Southern Union or denominational employing organization, to secure state certification or any other formal recognition which might make it unnecessary for the teacher to have an official transcript supplied then, in such an event, the Southern Union shall be responsible for full payment of any remaining unpaid balance of the teacher's account at SAU or OU.

7. At such time as the teacher's account at SAU or OU is fully paid, the college shall issue a regular official transcript and the Southern Union office of education shall forward to the teacher whatever copies of certification recognition as are usually held by certified teachers.

#### **AMORTIZATION OF GRADUATE STUDY EXPENSE—CERTIFICATED PERSONNEL**

**4786**

The amortization schedule for graduate study is based on one year of teaching for one year of summer school work. Amortization begins immediately following the summer of study. Graduate classes taken during the school year will be amortized during the term in which it is taken unless otherwise arranged by the employing organization and the employee. A maximum of three (3) hours a semester may be taken during the school year. If the assistance is given during the school year, the amortization is fulfilled by teaching the following year.

#### **PROFESSIONAL GROWTH ACTIVITIES AND EDUCATIONAL TRAVEL – CERTIFICATED PERSONNEL**

**4787**

School personnel are expected to engage in professional growth activities and travel intended to broaden knowledge, improve teaching techniques, and gain greater expertise in counseling and in transmitting ideas and facts.

Up to five semester hours (3.35 quarter hours) toward renewal of the Standard Certificate and six semester hours (4.0 quarter hours) toward renewal of the Professional or Administrator's Certificate may be obtained in non-academic areas approved by the union conference office of education. Verification of satisfactory involvement is the responsibility of the individual.

Non-academic credit for renewal of certification may be received from the following areas:

1. Professional Growth Books - One (1) semester hour (.67 quarter hour) credit for completion of the required books with a critique for each book. A maximum of four (4) semester hours (2.68 quarter hours) may be earned.
2. Educational Domestic Travel and Mission Trips – One (1) semester hour (.67 quarter hour) per week of approved travel. The educator is eligible to draw credit for approved travel after one (1) year of service. A travel report must be submitted when applying for non-academic credit. A maximum of four (4) semester hours (2.68 quarter hours) may be earned.
3. Educational Overseas Travel and Mission Trips – Is defined as any trip outside the contiguous limits of the United States which, in the judgment of the governing committee, will tend to enrich the ministry of the educator making a request for travel allowance under this policy. A Travel Report must be submitted when applying for non-academic credit. A maximum of six (6) semester hours (4.0 quarter hours) may be earned.
  - a. A participating administrator or teacher must have a valid Administrative or Professional Certificate; and all other financial obligations to their conference or academy fulfilled.
  - b. Education Overseas Travel Reimbursement - Overseas travel reimbursement is recommended to encourage continuity of service within individual academies and local conferences of the Southern Union. Reimbursement governance will be maintained by each local conference. Eligible administrators and teachers may therefore request



financial reimbursement for approved travel as per conference policy. It is recommended that funds be provided by placing in an allocated function, annually, an amount which, from experience, will cover the needs. These funds do not accrue to the credit of the employee, but they represent a reserve fund from which approved travel or associated seminar fees may be paid.

- c. Each eligible employee may draw from this fund, as a reimbursement of expenses, approximately \$400 annually for continuous service with a conference or academy.
  - d. It is the responsibility of the employee to take advantage of this enrichment program during his/her employment in their conference or academy. In the event an employee accepts work outside the conference or academy, the employee is no longer eligible to draw from this fund.
  - e. The employee is eligible for approved travel after one (1) year of service.
  - f. The maximum recommended allowance under this policy is \$2,000 or the accumulation of five (5) years' allowance as per conference policy. After an employee has received reimbursement under this policy, the employee may once again become eligible to draw from the fund as a result of continuing their year(s) of service.
  - g. An eligible employee can receive one semester hour per week of approved travel.
4. Professional Meetings (i.e., Teachers' Convention, National Associations) - One semester hour per 38 clock hours of convention/workshop time. A maximum of four semester hours may be earned.
5. Independent Study:
- a. Originated and coordinated by the Southern Union.
  - b. Originated by the teacher or the conference office of education.
- Note: The amount of credit is to be determined when making the assignment, up to a maximum of four semester hours.
6. Workshops or Committee Assignments - One semester hour is granted per 38 clock hours spent in NAD, Southern Union, and local conference workshops, or committee assignments.
7. Non-academic credit for recertification may be given for audited college courses based on the number of clock hours in attendance. Class notes are a valid method of verification of attendance. Applications are to be made through the conference superintendent.
8. Teachers who supervise student teachers shall be granted one hour of non-academic credit per each term of supervision with a maximum of three hours in any certification cycle.

The *Journal of Adventist Education* is to be furnished to all educational personnel at the expense of the employing organization.

**SUPERVISION OF INSTRUCTION**

4790

Each teacher in the Southern Union shall have the benefit of a strong program of supervision that shall focus on improvement of instruction. The supervision program shall be a coordinated effort planned by the local school principal, the conference office of education and the Southern Union office of education. This program shall consist of professional growth, in-service activities, individual help and evaluation of instruction providing assistance and instruction in the basic techniques of classroom management as may be required.

**ELEMENTARY TEACHING LOAD**

5062

While the grade load and student load numbers outlined in this policy are considered the minimum requirements necessary for quality instruction to occur, it should be noted that specific student needs and classroom composition, along with a teacher's expertise and experience level, should factor strongly in the number cap/cut-off to ensure that a quality educational program can thrive in any given classroom. Factors such as number of English Language Learners (ELL) and other special needs students enrolled in class can lower the cut-off numbers outlined in this policy to maintain the appropriate instructional quality of our education system. The final teacher load decision should be made in consultation between the school principal/head teacher/teacher and the local Conference Office of Education.

1. **Multigrade Class Size.** The maximum number of grades for multi-grade elementary teachers shall not exceed six. If first grade is included in this combination and more than four grades are taught, five grades shall be the maximum load and a paraprofessional must be provided. The term "multi-grade" refers to classrooms with three or more grades.

The maximum number of students for teachers teaching two to six grade levels should not exceed the following:

<u>Number of Grades per Teacher</u>	<u>Maximum Number of Students</u>
6 grades*	16 students*
3 or 4 grades	18 students (16 students if 1 <sup>st</sup> grade is present)
2 grades^	22 students

Enrollment in any K-1 or K-2 combinations must be limited to 12 students. Employed assistance for the teacher will be required for the entire school day when there are 13-18 students.

2. **Increasing Multi-grade Class Size**
  - a. \*A paraprofessional is recommended when the number of grades or students reaches or exceeds this number

- b. ^When schools operate a first and second grade combination, class size should not exceed 18 students.
  - c. Employed assistance for the teacher will be required for the entire school day in K-1 or K-2 classrooms if enrollment exceeds 12 students, up to a maximum of 18 students.
  - d. If a teacher has five or six grades, three-to-six additional students may be added if a part-time certified teacher is provided to assist with instruction or core subjects.
3. Multi-grade 9<sup>th</sup> Grade Combinations. Two full-time teachers are required in a school which offers a multi-grade 7-9 classroom. No more than three grades (7, 8, & 9) shall be taught by the upper grades teacher. The enrollment in grades 7, 8, and 9 must be limited to a maximum of and should not exceed 20 students.
4. Single Grade Class Size. The maximum number of students for teachers having one grade should not exceed the following:

<u>Grade Level</u>	<u>Maximum Number of Students</u>
Kindergarten	16 students
1 <sup>st</sup>	18 students
2 <sup>nd</sup>	20 students
3 <sup>rd</sup> or 4 <sup>th</sup>	22 students
5 <sup>th</sup> or 6 <sup>th</sup> , or 7 <sup>th</sup> or 8 <sup>th</sup>	24 students

5. Increasing Class Size. Up to a maximum of six students may be added to a multi-grade or single grade class as follows:
- a. One or two students may be added if a part-time educational paraprofessional is provided.
  - b. Three to six students may be added if a full-time educational paraprofessional is provided.
  - c. For teaching principals in elementary schools with 50 or more students, administrative release time should be provided according to guidelines under Policy #4167 (Administrative Load)

#### **TEACHING LOAD FOR JUNIOR ACADEMIES**

**5101**

Secondary teaching loads apply for teachers in junior academies offering standard 9-grade and 9/10-grade programs. A full-time teacher or equivalent shall be employed for both the 9<sup>th</sup> and 10<sup>th</sup> grades. In a junior academy program a multi-grade subject preparation is the equivalent of one secondary subject preparation.

#### **SECONDARY TEACHING LOAD**

**5212**

The maximum teaching load for full-time staff members is five subject preparations per day and/or 750 students per week. One preparation period per day is recommended. Supervisory or co-curricular duties

will be assigned by the school administrator as part of the teacher's professional responsibilities. Apply the following discount in determining total number of students instructed by a teacher.

1. Compute classes in physical education at one-half of their actual enrollment.
2. Compute classes in music at one-half of their enrollment.
3. Count each study hall period as 15 students, regardless of the number in the session.

In assessing teaching load, the following four factors shall be considered: number of classes/units taught daily, number of students taught daily, number of preparations required daily, and extra-activity assignments.

Teaching load equivalency shall be calculated as follows:

One solid plus lab	1.5 units
Classes without additional preparation	0.5 unit
Band and Choir	.5 unit
Ten private lessons	1.0 unit
P. E.	0.5 unit

Extra class activities should be carefully weighed in determining teaching load. Two elementary subjects are considered the equivalent of one secondary unit.

In order to secure optimum benefits in secondary education, it is recommended that individual class size should not exceed 30 students except where the content and methods of instruction permit effective work with larger groups.

## PERSONNEL

6015

### TEACHING LOAD

While the grade load and student load numbers outlined in this policy are considered the minimum requirements necessary for quality instruction to occur, it should be noted that specific student needs and classroom composition, along with a teacher's expertise and experience level should factor strongly in the number cap/cut-off to ensure a quality educational program can thrive in any given classroom. Factors such as the number of English Language Learners (ELL) and other special needs students enrolled in a class can lower the cut-off numbers outlined in this policy to maintain the appropriate instructional quality of our education system. The final teacher load decision should be made in consultation between the school principal/teacher and the local Conference Office of Education.

- a. Pre-Kindergarten Stand-alone:  
Enrollment in a pre-kindergarten stand-alone four-year-old program must be limited to 12 students. A full time teachers' assistant will be required for 13-18 students.
- b. Kindergarten:  
There should be at least one teacher for up to 16 students in a single grade kindergarten classroom. A full-time teacher assistant will be required for 17-22 students.

- c. Combination PreKindergarten/Kindergarten:  
Enrollment in a pre-kindergarten/kindergarten class must be limited to 12 students. A full time teachers' assistant will be required for 13-18 students.
- d. Combination K-1, K-2:  
It may be possible, upon approved application, to operate a multi-level kindergarten in a two or more teacher school. Grades may be divided as follows:
  - 1) pre-kindergarten and kindergarten,
  - 2) kindergarten and first grade, or
  - 3) kindergarten, first, and second grades.

Enrollment in any of the above combinations must be limited to 12 students with any deviation being approved by the local Conference Office of Education. A full time teacher assistant will be required for 13-18 students. Eighteen students are the maximum number allowed after adding a teaching assistant whenever Kindergarten is part of the multi-grade configuration.

## ***Classified Employees***

### **DEFINITION OF CLASSIFIED EMPLOYEES**

**4800**

Classified employees are conference-funded and locally funded (see code 4980) school personnel for whom denominational certification is not deemed an essential part of the job description.

### **CATEGORIES OF CLASSIFIED EMPLOYEES**

**4805**

Classified employees shall be hired in one of the following categories:

1. Exempt Classified (Salaried)  
An exempt classified employee is one who meets the exemption criteria of the Fair Labor Standards Act and is employed in a management or supervisory position not requiring denominational certification such as an industrial manager, service department head or director of food services.
2. Non-exempt Classified (Hour-time)  
A non-exempt classified employee is an employee who is not exempt under the Fair Labor Standards Act and who is not involved directly in school administration, or industrial and plant service management such as but not limited to the following:
  - a. Paraprofessionals (teacher aids)
  - b. Related instructional personnel
  - c. Secretaries
  - d. Non-management custodians or plant service personnel

- e. Non-management cafeteria personnel
- f. Security guards
- g. Bus drivers
- h. Hour-time industrial/agricultural employees

Other employees who do not perform an administrative or instructional role such as accountants or cashiers and some registrars are also considered non-exempt classified employees.

#### **CLASSIFIED EMPLOYEES WORKING IN MORE THAN ONE EMPLOYMENT CATEGORY**

**4810**

If an employee is working in more than one employment category, the area in which the largest amount of time is spent shall define the category.

#### **QUALIFICATIONS OF CLASSIFIED EMPLOYEES**

**4815**

1. Spiritual—Classified personnel shall be members of the Seventh-day Adventist Church and exemplify high standards of Christian conduct. They shall maintain membership in the constituent or academy churches and are expected to participate in church activities, programs, and finances. Exemptions to the constituent church membership requirement may be granted by the conference board of education or academy board when an employee requests such in writing and it can be shown that good reasons exist for doing so.
2. Citizenship—Classified personnel, as members of society, will accept the responsibilities and privileges of good citizenship, recognize the basic rights of others, be intelligent regarding leading domestic and international issues of the time, exercise a love of country, and be willing to cooperate in efforts to improve the social order consistent with principles of the Seventh-day Adventist Church.
3. Personal—After receiving a conditional job offer, classified personnel must give evidence of physical and mental health that qualifies them to instruct or associate with children and young people.
4. Background check—Prospective employees will be required to submit to criminal background checks as required by local conference policy, and state and federal laws.

#### **AUTHORITY TO EMPLOY CLASSIFIED PERSONNEL**

**4820**

The conference board of education derives its employment authority from the conference Executive Committee. To ensure the effective and orderly operation of the K-12 schools within the conference, the conference board of education delegates certain personnel functions to school boards.

Although the school receives delegated authority from the conference to operate in defined areas, the conference cannot divest itself of its inherent legal obligations. Inasmuch as the Conference Association (in which school ownership rights are invested) remains legally bound by actions of school boards, it is incumbent that there be close cooperation between the school board and the conference office of

education in the operation of schools and in all actions taken regarding school personnel.

Since all schools are part of the Seventh-day Adventist school system, they will follow the employment guidelines as established by the sponsoring conference. Employment practices for classified personnel are to be consistent with the Southern Union Employment Manual.

The conference office of education delegates authority for certain functions to the local School or Academy board. These delegated authorities may include overseeing the hiring process including job postings, application processing, referencing, interviewing, and selecting; evaluations; supervision; authorizing timesheets; discipline/probation. Any discontinuation of employment shall be effected in consultation with the conference office of education. The conference will have the final authority regarding a local School or Academy board's decisions that are appealed by an employee.

Wages, benefits (i.e. vacation, sick leave, holidays), and probationary periods are established by the conference in consultation with the school board and principal in harmony with state and federal laws.

#### EMPLOYMENT PLAN FOR CLASSIFIED EMPLOYEES

4830

1. An exempt classified employee is employed on one of the following plans:
  - a. Full-time salaried employment  
A full-time, exempt, classified employee is one who meets the exemption criteria of the Fair Labor Standards Act and receives a salary based on the annual remuneration factor voted by the North American Division Executive Committee. Teachers are statutorily exempt from the wage and hourly requirements of FLSA.
  - b. Part-time salaried employment  
A part-time, salaried employee is one who performs a job that can be classified as exempt and is remunerated for work below a pre-determined amount of hours set by the employer. (In accordance with FLSA law, if an employee earns less than federal guidelines allow, currently \$455/week, the employee must be considered "Non-Exempt" (*accountable for hours worked and eligible for overtime payments*) regardless of whether or not the generic position classification to which s/he has been assigned has been otherwise determined to be "Exempt" from FLSA provisions.)
2. A non-exempt, classified employee is employed on one of the following plans:
  - a. Full-time hourly employment  
A full-time, non-exempt, classified employee is one who works and is remunerated for a minimum of 38 hours per week.
  - b. Part-time hourly employment  
A part-time, non-exempt, classified employee is one who works and is remunerated for work below a pre-determined amount of hours set by the employer according to the definitions in current federal law.

**REMUNERATION****4845**

Remuneration for a classified employee consists of the wages and allowances or benefits for which the employee qualifies.

1. Exempt Employees  
Wages for an exempt, classified employee are established by the local conference and are based on the annual remuneration factor voted by the North American Division Executive Committee.
2. Wages for a non-exempt, classified employee are established by the local conference in consultation with the school board and principal and are determined annually after consideration of the following factors:
  - a. The job description
  - b. Years of employment
  - c. Level of experience or expertise
  - d. The prevailing community rate for comparable position unless community rate exceeds the maximum on the wage scale
  - e. Scale must meet at least minimum wage

Overtime (time and one-half) begins after working 40 hours per week. It only includes hours actually worked.

**SICK LEAVE PAY****4846**

A full-time, classified denominational employee shall be eligible for sick leave pay according to North American Division Working Policy E-82. (See also Family Medical Leave Act, Supplement A)

**VACATION AND PAID HOLIDAYS****4848**

1. Annual vacations  
Annual vacations with pay is provided for full-time, classified denominational employees and is accrued and calculated on the following basis:

	Vacation time per years of	Vacation time accrued per	Vacation time accrued per
<u>Years of Service</u>	<u>Full-time service</u>	<u>38-hour week</u>	<u>each hour</u>
During first four- year period	2 weeks	1.4575 hours	.038355 hours
During next five- year period	3 weeks	2.1863 hours	.057524 hours
After nine years	4 weeks	2.9151 hours	.076713 hours



2. Paid holidays

Paid holidays are granted to part-time, classified personnel as follows:

a. Full-time employees

The following paid holidays are granted to full-time, part-time classified non-exempt staff: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Day, and other holidays voted by the conference Executive Committee.

b. Part-time employees working at least 1,000 hours per year

Paid holidays are granted if the holiday falls on a regularly scheduled working day. The amount granted is to be the amount the employee would earn if on duty.

3. Weekend leaves and extended vacations

Weekend leaves on boarding academy campuses and extended school vacations are not considered paid holidays for non-exempt employees. Such employees may be asked to work their normal hours during such times.

**AT-WILL CLASSIFIED EMPLOYEES**

**4849**

Notwithstanding anything set out in the Education Code, all classified employees are hired and employed "at-will" for an indefinite duration and are terminable at will by either the employer or employee without notice or requirement of cause.

**PAYROLL SERVICES**

**4850**

When payroll services are provided by the conference office, the local school will be billed for salary, retirement contributions, if applicable, social security contributions, plus allowances and benefits as may be specified by the local conference Executive Committee for each specific class of employees or as required by law. Schools or churches employing school personnel who are not participating in a conference payroll service must follow state and federal payroll regulations.

**SERVICE CREDIT**

**4855**

Service credit shall be granted to classified employees, provided the following criteria are met:

1. Their payroll is provided by the conference.
2. They are remunerated for at least 1,000 hours (the equivalent of six months of full-time service) during a calendar year.
3. Their remuneration is at least the Federal minimum wage but does not exceed the denominational remuneration scale.

**SERVICE RECORDS**

**4860**

An up-to-date service record is to be maintained by the local conference office for each eligible classified employee. A copy of the employee's service record shall be given to the employee bi-annually to assure its accuracy.

A classified employee who is employed after November 6, 1986, must have an I-9 Form, "Employment Eligibility Verification," U.S. Department of Justice, Immigration and Naturalization Service, on file with the employing organization. Section 1 of the Form I-9 must be completed on the date of hire, which is when wages are exchanged for work. Section 2 must be completed within 3 business days of hire.

**HEALTH SCREENING****4867**

Individuals given an offer of employment in a classified position will be required to provide documentation of examination for any testing required by the state or employing organization (i.e., tuberculosis) within the preceding 60 days.

Classified employees may be requested to submit to a job-related medical examination during their employment by a licensed physician where such a job-related medical examination is justified by business necessity. The results of a job-related medical examination will be considered by the employing organization in compliance with applicable laws. Employees shall immediately inform the superintendent/principal upon discovery of a contagious or communicable disease. All medical records will be maintained by the employing organization as confidential, separate from employee personnel or service records

The employing organization reserves the right to test all employees for alcohol, tobacco, and illegal substances in compliance with applicable laws.

**TERMINATION****4870**

1. At-will employee

A classified employee is hired and employed at-will, and employment is subject to termination by the employee or the employing organization (the local conference) at any time without advance notice or requirement of cause.

2. Procedure

- a. The school administrator must consult with the school board chair and conference H.R. director or superintendent of education when considering termination of classified employment.
- b. The school board's personnel committee acts on the recommendation for termination of employment.
- c. The school board acts on the personnel committee's recommendation.
- d. The designated authorized conference representative notifies the employee in writing within five days of the school board action.

The conference superintendent, associate superintendent, conference president or designated conference representative must be in attendance, physically or electronically, and chair all personnel committees or any school board when personnel issues are being discussed.

## RESIGNATION

4880

A classified employee who plans to resign is requested to give at least a two-week notice, or as requested by the local school board.

## PARAPROFESSIONAL, EDUCATIONAL

4885

School boards may seek the services of paraprofessionals (formerly identified as teacher aides) to assist the professional teachers. (See conference or Union office of education for guidelines for paraprofessionals.

### 1. Procedures

A school's decision to employ educational paraprofessionals should be made only after a careful study of the total educational needs. Such a study should include the involvement of the conference office of education, school administration, and faculty. The study should include the following areas:

- a. Specific tasks to be accomplished by a paraprofessional
- b. Development of written job descriptions, which describe the scope of the role and enumerate the specific duties and activities to be performed
- Determine a fair wage amount

### 2. Qualifications

- a. The term paraprofessional should mean a non-certified person who works for the certified professional staff in a support capacity (non-instructional aide) or one who works beside a professional teacher in a supportive role in the administrative setting (instructional aide).
- b. Paraprofessionals should be members of the Seventh-day Adventist church and committed to the program of the church. Persons placed in direct supervision of children must be at least 18 years of age.

### 3. Duties

- a. Non-instructional aide (to include, but not be restricted to, the following):
  - 1) Clerical aides, who do office-type work
  - 2) Monitorial aides, who would assist in monitoring hallways, lunchrooms, playground periods, pre- or post-school free play, bus loading, assemblies, field trips, etc.
  - 3) Technical aides, who serve as library aides, health services aides, etc.
- b. Instructional aide (to include, but not be restricted to, the following):
  - 1) Assisting a certified professional in the instructional or clinical setting, with such duties as:
    - a) Distributing and collecting materials
    - b) Maintaining learning materials, resource files
  - 2) Issuing of materials, equipment, and supplies
- c. Assisting pupils in the use of learning machines, answering information-seeking

inquiries of pupils, and, in general, performing such instructional services as delegated by the teacher.

#### **VOLUNTEERS/TASKFORCE WORKERS**

**4887**

Some schools use the services of volunteer workers. Under the Department of Labor regulations, and for use in our educational institutions, a volunteer is not considered an employee if the volunteer:

1. Performs hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Although a volunteer may not receive compensation, a volunteer can be reimbursed for expenses, or provided per diem;
2. Offers services freely and without pressure or coercion, direct or implied; and
3. Is not otherwise employed by the same entity to perform the same type of services as those for which the individual proposes to volunteer.

A clear understanding of an individual's offer to provide assistance freely without an expectation of being compensated for ministry in a church or school is a key factor to determining volunteer status. The organization may reimburse expenses or provide per diem following NAD guidelines. Written acknowledgement would be helpful in insuring that expectations are clearly communicated and mutually understood.

All volunteers must be screened by a credible, independent agency and pass a background check. Some long-term volunteers are called Task Force Workers. If these volunteers are students who have taken off a year from their college work there are specific guidelines to be followed. The program is operated by the Adventist Volunteer Service in the North American Division, working in conjunction with Adventist colleges and universities. The school administrator should work closely with these entities to assure that all policies are met. The program is detailed in the NAD Working Policy R 05. Each college or university can also help administrators who are interested in the program. Task Force Workers must meet the legal test for classification as volunteers.

### ***General Policies for All Employees***

#### **REVISION OF POLICIES**

**4905**

The Southern Union Board of Education retains the right to amend and revise any or all education policies (for certificated and classified personnel) at any time when, in its judgment, conditions warrant such a move. No existing employment agreements in force at the time such a change is made shall be affected until the expiration of said agreements.

#### **PROFESSIONAL ETHICS — SCHOOL EMPLOYEES**

**4910**

The school employee is to be an exemplar to the pupils, the school, and the community, and shall therefore fulfill the following responsibilities.

1. The school employee has the personal responsibility to:
  - a. Practice consistently the ideals of the Seventh-day Adventist Church
  - b. Have a high sense of loyalty to the aims and ideals of Christian education, particularly to the Seventh-day Adventist philosophy of education
  - c. Recognize the dignity and worth of every person, and the right of opportunity for all, according to their ability, without discrimination
  - d. Look upon Christian teaching as a holy vocation and ministry
  - e. Strive for excellence in teaching methods and techniques to more effectively serve students
  - f. Support Adventist education, including the enrollment of the employee's own school-age children enrolled in the K-12 constituent school (exceptions to this policy must be approved in advance by the local conference board of education).
2. The school employee has the responsibility to fellow employees to:
  - a. Give encouragement and moral support to associates on the school staff
  - b. Appropriately recognize lines of authority, the duties and responsibilities assigned to other staff members, and the functions of administrators
3. The school employee has the responsibility to the students to:
  - a. Meet promptly and faithfully all appointments with classes, individual students, and student groups
  - b. Cultivate friendly relationships with students and student groups
  - c. Give all students the freedom to express their views and the assurance of careful and objective consideration of their opinions
  - d. Hold in professional confidence the ideas, needs, weaknesses, and failures of students
  - e. Refrain from discussing personal problems with students
  - f. Provide redemptive discipline, avoiding the use of corporal punishment.
  - g. Avoid shaming or abusing students in any way – verbally, physically, sexually.
4. The school employee has the responsibility to the school to:
  - a. Demonstrate loyalty to the school by observing its regulations and policies
  - b. Participate in activities and programs sponsored by the school, and willingly accept and carry responsibilities that may be assigned
  - c. Refrain from discussing confidential or official information with unauthorized persons
  - d. Carry out job assignments, and follow a supervisor's reasonable orders, directives, and recommendations, direct or implied
5. The school employee has the responsibility to parents/guardians to:
  - a. Provide regular communication with the home regarding:
    - 1) academic, social, and spiritual progress
    - 2) school events

- b. Provide effective customer service

#### **GENERAL DUTIES AND RESPONSIBILITIES OF ALL SCHOOL PERSONNEL**

**4915**

1. General responsibilities of personnel include areas such as, but not limited to, the following:
  - a. Provide a dynamic environment with emphasis on Christian living and effective learning.
  - b. Participate in church and community activities.
  - c. Develop effective relationships with parents, patrons, and colleagues.
  - d. Secure and maintain adequate records that are required by the school administration and the conference office of education.
  - e. Participate in Home and School Association activities where applicable.
  - f. Implement policies of the school administration and conference office of education.
  - g. Report for duty as stipulated by the school administration and conference office of education, including pre-school and post-school duties, and follow the school schedule and calendar
  - h. Fulfill responsibilities as provided in the staff handbook and/or by the principal.
  - i. Maintain a working knowledge of the Employment Manual and Education Code.
  - j. Carry out job assignments, and follow a supervisor's reasonable orders, directives, and recommendations, direct or implied.
2. Specifically for teachers...
  - a. Establish and maintain effective classroom organization
  - b. Assume responsibility for professional self-improvement
  - c. Secure and maintain adequate records that are required by the school administration and the conference office of education

#### **COMMUNICABLE DISEASES**

**4920**

To safeguard the health and safety of all students and employees, no employee who has any communicable disease shall perform his/her duties in any location where such would endanger the health or welfare of the students or employees. In such cases, the school may temporarily exclude and require medical examination of any employee who is suspected of having a communicable disease. In cases of positive diagnosis, the employee must utilize sick leave until a medical determination is made by health authorities and written documentation verifies that the employee no longer poses a threat of infection. Should the disease warrant a long-term exclusion, sick leave policies will go into effect. Consult state department of health or Center for Disease Control websites for communicable disease identification and exclusion guidelines.

#### **RETIREMENT PLAN & BENEFITS**

**4925**

The North American Division administers a retirement plan for the benefit of its employees. Prior to January 1, 2000, the retirement plan operated as a defined benefit plan through which employees earned retirement benefit credit based on service. Commencing January 1, 2000, the retirement plan became a defined contribution plan.

Except for specific exceptions as outlined in the NAD Retirement Plan document, service credit

earned prior to January 1, 2000, has been “frozen” until the employee becomes eligible for retirement benefits under the terms of the defined benefit plan.

Under the present defined contribution plan, the employer and employee contribute to a personal retirement investment portfolio. The details of the retirement plan are outlined in the NAD Retirement Plan document available from the North American Division of Seventh-day Adventists, 12501 Old Columbia Pike, Silver Spring, MD 20904, or from the employing organization. For questions concerning the retirement plan, contact the conference secretary or human resources office.

#### **RETIREMENT BONUS**

**4927**

It is recommended that local schools and academies give special financial recognition to retiring teachers based on local conference policies.

#### **EMPLOYEE DISABILITY INCOME PLAN**

**4928**

A disability income plan is available to eligible full-time employees, according to NAD Working Policy Y 33.

#### **MILITARY SERVICE AND RETIREMENT CREDIT (SDA RETIREMENT PLAN Z 15 50)**

**4929**

In harmony with the General Conference policy of granting retirement credit for military service, boards may grant credit for time spent in the armed forces.

Persons who went into military service or who were assigned to alternate service in lieu of military service, and who within one year after discharge enter or re-enter full-time denominational employment or engage in further training for denominational service and within one year enter or re-enter full time denominational employment upon completion of such training, shall be eligible for service credit for calendar years prior to January 1, 2000.

Uniformed Services Employment and Reemployment Rights Act— Effective December 12, 1994, notwithstanding any other provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided under the Plan in accordance with section 414(u) of the Code.

#### **HEALTH CARE ASSISTANCE**

**4930**

The Health Care Assistance Plan (HCAP) is an employer-sponsored health care plan for employees of the Seventh-day Adventist Organizations of the North American Division working in the United States. (Please refer to the North American Division Working Policy Y 22 for the supporting general philosophy of this Plan.) HCAP provides a broad range of benefits for medical, vision, dental, and prescription expenses which the employee and eligible dependents may incur in the United States. In addition, HCAP pays benefits for “emergency” medical expenses incurred anywhere in the world for hospital care, surgery, pre-admission testing and prescription drugs. It also pays a portion of the cost of these medical services according to the Schedule of Benefits. Non-emergency medical services outside the United States are excluded from coverage. The most current **HCAP document and Summary of Benefits and Coverage (SBC) can be accessed on the Adventist Risk Management website.**

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.

1. Benefit Provisions

a. Benefit Scale — The benefit shall be as follows:

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

b. One Benefit Per Death — If the spouse or dependents are also serving employees of the denomination, only one benefit per will be made.

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 institutions is not part of a health-care corporation.

d. 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.

e. Purpose — The purpose of this benefit is to provide financial assistance in meeting the employee's share of the expenses of the final illness and funeral as well as the needs of the survivors.

f. Administration — This benefit plan shall be administered by the Adventist Risk Management Inc. on behalf of the North American Division. Benefit claims shall be submitted on claim forms supplied by the insurance company with all required information completed. This benefit plan is portable at the time of termination of employment.

2. Additional Benefits Financed by Employees

a. Life Insurance — Employees on a voluntary basis may supplement their Survivors' Benefit amounts by participating in an insured Supplemental Life Insurance Plan administered by Adventist Risk Management Inc. for themselves, their spouses, and dependent children through payroll deductions.



- b. Eligibility – Eligibility for participation in the Supplemental Life Insurance Plan may be determined by an underwriting evaluation of the employee’s application form conducted by the insurance carrier.

#### **DEATH OF AN EMPLOYEE WHILE IN DENOMINATIONAL SERVICE**

**4937**

##### **Surviving Spouse Benefits:**

When a regular full-time employee dies while in service, the surviving spouse receives certain benefits which are continued for two months from the date of the employee’s death. (See NAD Y 34 Employee Basic Life Insurance, NAD Y 46 12-7, NAD Y 46 17 Death Benefit and GC S 60 60. Death Benefit Plans.)

##### **Continuation of Employee Remuneration:**

When a regular full-time employee dies while in denominational service the surviving spouse is eligible to receive a payment equivalent to the deceased employee’s remuneration for five months.

##### **Hospitalization and Comprehensive or Family or Spouse Medical Coverage:**

The surviving spouse shall continue to be eligible for health care under the NAD Health Care Assistance Plan (HCAP) for six (6) months to the extent that the deceased employee was eligible at the time of death. This benefit is available to all full-time denominational employees, the spouse thereof, and dependent(s) as defined in the Health Care Assistance Policy for the North American Division.

#### **CHILD ABUSE**

**4940**

Child abuse is a criminal offense and must be dealt with as such. This is an area where civil authorities must be contacted so they can investigate the report. In cases of suspected child abuse, the teacher should immediately contact the child protection services of the local county and report to the principal/superintendent. Simply explain that there is reason to believe that a child has been abused. The person who answers the call will ask specific questions. A clear proof of abuse is not necessary. Each conference is responsible for identifying state reporting requirements and informing employees of these procedures.

##### **Guidelines:**

1. Instructional personnel must be aware of Federal and State laws involving child abuse.
2. Allegations and suspected abuse must be reported.
3. Information sessions are to be conducted and documented, instructing faculty, staff, and school board members on how to avoid situations that produce allegations and on reporting procedures.
5. Teachers must be informed of implications of child abuse reporting.
6. Superintendents must be notified as to the action taken as soon as possible.

#### **HARASSMENT (NAD WORKING POLICY E 84)**

**4950**

1. Personal Conduct  
Employees of denominational organizations are to exemplify the Christ-like life and should avoid all appearance of wrongdoing. They should not for one moment indulge in behavior that is

harmful to themselves and others and 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 denominational organizations, or while representing the denomination in any capacity.

2. Mutual Respect

Employees should respect and uplift one another. They must never place another employee 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 the laws of the land which protects human rights in the work place.

3. Sexual Harassment

- a. Sexual harassment by the employer, supervisor(s), coworker(s), and, in some instances, nonemployee(s) includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, visual, 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 such individual; or
  - 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- b. Sexual misconduct encompasses sexual harassment, and may also include but is not limited to the following behaviors:
  - 1) Unwelcome sex-oriented comments (e.g., kidding, teasing, joking, degrading or offensive sexual comments, sexual tricks)
  - 2) Requests or pressure for sexual activity
  - 3) Unnecessary or inappropriate touching of an individual, (e.g. patting, pinching, hugging, repeated brushing against another person's body)
  - 4) Suggestions, threats, or demands for sexual favors
  - 5) Inappropriate visual conduct which creates embarrassment or suggests an interest in sexual activity
  - 6) Possession, manufacture, distribution or access with intent to view child pornography.

For guidelines on processing suspicions and allegations of sexual misconduct see NAD Working Policy E 87

4. Non-Sexual Harassment

Harassment on account of age, gender, race, ethnicity, disability or any other prohibited basis includes but is not limited to the following:

- a. Subjecting employees to derogatory remarks, insults, slurs, jokes, or tricks;
- b. Denying employees opportunities to participate in training or education;
- c. Limiting opportunities for promotion, transfer, or advancement; or
- d. Requiring employees to perform physically more difficult tasks or less desirable work assignments in order to force them to retire or resign from employment.

5. Working Environment

Denominational organizations shall inform their employees that sexual misconduct or harassment in the workplace will not be tolerated. All employees are expected to avoid any unwelcome behavior or conduct toward any other employee which could be interpreted as sexual misconduct or harassment. Each organization shall designate a process by which an employee may lodge a complaint.

6. Reporting Incidents

If an employee encounters sexual misconduct or harassment on account of age, gender, race, ethnicity, or disability from supervisors, fellow employees, clients, or non-employees, the following steps should be taken immediately:

- a. Make it clear that such behavior is offensive and must be stopped immediately.
- b. Report the incident(s) to the appropriate person. The complaint shall be in written form.
- c. The person to whom the complaint is made shall conduct all discussions in an objective and thorough manner, and shall advise the complainant not to discuss the matter elsewhere due to the sensitivity of the complaint. The person to whom the complaint is made shall keep any information received strictly confidential, except as necessary to investigate or rectify the matter.

7. Third-Party Reports

All employees who are aware of incidents of apparent sexual misconduct or harassment on account of age, gender, race, ethnicity, or disability in the work place are responsible for reporting such incidents to the appropriate person for investigation.

8. Investigation

Complaints of sexual misconduct or harassment on account of age, gender, race, ethnicity, or disability shall be investigated promptly. The determination of whether or not a particular action constitutes sexual misconduct or harassment on account of age, gender, race, ethnicity, or disability shall be made from the facts on a case-by-case basis. The person who is authorized to direct the investigation shall inform Adventist Risk Management, Inc. for insurance purposes. The investigation shall include, at a minimum, confidential interviews with all involved persons and written statements regarding the incident(s).

The investigation and results shall be documented in writing and the results shall be reviewed with the complainant and accused employee with an explanation of any corrective action to be taken. All individuals involved shall be cautioned to maintain the investigation and results in strict confidence.

9. Corrective Action

- a. If the investigation indicates that sexual misconduct or harassment has not occurred, the complainant and accused employee shall be notified of the results and cautioned regarding future compliance with the organization's harassment policy. All persons, entities, or organizations which were notified of the indication of these proceedings shall also be notified of the results, to the satisfaction of the administrator conducting the investigation in consultation with the accused.
- b. If sexual misconduct or harassment is found to exist, appropriate officers shall take prompt corrective action. Depending on the severity of act, the discipline may range from a written warning (a copy of which is placed in the offending person's personnel file) to immediate dismissal.

10. No Retaliation

Supervisors and coworkers are prohibited from retaliating, intimidating, or harassing employees who complain of sexual misconduct or harassment on any basis.

**CONCILIATION PROCEDURES**

**4960**

1. Purpose

The purpose of this conciliation policy is to promote unity and harmony while reconciling differences that may arise. It outlines a process by which problems may be resolved and a sound employer/ employee relationship strengthened. The emphasis of this policy is placed on candid and open communication between those involved.

The process emphasizes the solution of problems at the level closest to their origin and is based on the premise that each party is interested in fair and just solutions to grievances. These procedures are designed to be an alternative process to the court system where legal representatives are present.

2. Definitions

a. Grievance

A "grievance" shall be any claimed misinterpretation, inequitable application, or violation of the policies or regulations of the school, the local conference, the Southern Union Conference, the North American Division, the General Conference, or state and Federal laws.

b. Administrator

“Administrator” refers to the immediate supervisor in the chain of command related to the responsibilities of the employee with the grievance. This will generally be the principal or superintendent.

c. Committee or Board

- 1) When used with respect to certificated employees, means board of education or a committee designated by the board of education.
- 2) When used with respect to classified church/school employees, means local boards.

3. Procedures

a. Step One

An employee with a grievance shall first present it to the immediate administrator in an informal conference within 15 working days of the incident. In cases involving discontinuance of employment, the grievance should also be presented to the superintendent within 15 working days of receiving notification of termination.

b. Step Two

If the informal conference does not resolve the issue, the employee may present the grievance in writing to the administrator within 15 working days following the informal conference referred to in 'Step One'.

The administrator shall reply in writing to this formal complaint within 15 working days from receipt of written notice, indicating a decision regarding the grievance.

c. Step Three

If the decision contained in the written response from the administrator in 'Step Two' does not resolve the issue, the employee may appeal the decision by requesting, in writing, within five (5) working days following receipt of the decision, that the matter be referred to the office of education.

- 1) Certificated: The superintendent, in consultation with the human resources director, will respond in writing within 15 working days.
- 2) Classified: In the case of classified personnel, appeal will be made to the local school board, in consultation with human resource personnel. The school board will respond within 15 working days.

d. Step Four

If the decision contained in the written response from the administrator in 'Step Three' does not resolve the issue, the employee may appeal the decision by requesting, in writing, within five (5) working days following receipt of the decision, that the matter be referred to the K-12 board as listed under definitions. A timely request of appeal is to be considered within 30 days following the receipt of the appeal. The decision of the board is to be communicated in writing to the employee within five (5) working days following the decision.

e. Step Five

If the decision contained in the written response does not resolve the issue, the employee may appeal the decision in writing to the next higher committee/board within

the conference within five (5) working days of receipt of the decision. A timely request for appeal is to be considered at the next regular or special meeting following receipt of the appeal. The decision of this committee/board is to be communicated in writing to the employee within five (5) working days following the committee/board meeting. The decision of this committee/ board will be considered as final, except in cases where denominational policies allow for further appeal.

4. General Provisions

- a. The employee shall be given the opportunity to be present at each of the meetings at which an appeal is being considered. The decision regarding the grievance may be made in executive session.
- b. Notifications specified in Steps 1 through 5 above will be either hand delivered to the employee with signed and dated receipt or sent by certified mail with a return receipt requested.
- c. Extension of time limits may be made by mutual consent. Such agreements should be put in writing, signed by both parties, and a copy filed at the next higher level. However, if the administrator fails to respond within the prescribed time limits where there has been no mutual extension, the grievance will automatically be processed to the next step. If the employee fails to appeal within the prescribed time limits when there has been no mutual extension, the grievance will be concluded.
- d. By written agreement between the administrator and the employee, one or more steps may be added or omitted in processing a grievance.
- e. A grievance may be dropped by the employee at any time by so designating to the administrator in writing.
- f. No retaliation shall be taken against any participants in the conciliation procedures by reason of such participation.
- g. In the event that grievance is initiated close to the end of a school year, every effort will be made to resolve the grievance prior to the end of said year.
- h. All parties shall have access to information reasonably necessary to the processing and determination of a pending grievance.
- i. All official records of the conciliation procedure shall be stored in the employee's personnel file at the conference or the office of the local entity. Access to these records by person or persons other than by parties to the grievance shall be by direct authorization of the appropriate committee/board.
- j. Formal transcription or electronic recording of the conciliation procedures shall occur only by written consent of all parties involved.
- k. Agreements, consents, or understandings must be in writing bearing the signature of the employee and the appropriate employing administrator.
- l. In the event there is a grievance which involves a number of employees, it may be submitted as a group grievance, with the employees involved being named in all appropriate correspondence.

As a general rule, no third parties shall be present during the conciliation process without mutual consent.

## **CONFLICT OF INTEREST AND/OR COMMITMENT**

**4965**

### **1. Definitions**

Conflict of interest shall mean any circumstance under which an employee or volunteer by virtue of financial or other personal interest, present or potential, directly or indirectly, may be influenced or appear to be influenced by any motive or desire for personal advantage, tangible or intangible, other than the success and wellbeing of the denomination. Because of the common objectives embraced by the various organizational units and institutions of the Seventh day Adventist Church, membership held concurrently on more than one denominational committee or board does not of itself constitute a conflict of interest provided that all the other requirements of the policy are met.

A conflict of commitment shall mean any situation which interferes with an employee's ability to carry out his/her duties effectively. Elected, appointed, or salaried employees on full time assignment are compensated for full time employment; therefore, outside or dual employment or other activity, whether compensated or not, that in any way interferes with the performance of an employee's duties and responsibilities is a conflict of commitment. A conflict of commitment also exists in situations where an employee functions contrary to the values and ethical conduct outlined in the organization's statement of ethical foundations and conduct or when an employee functions contrary to established codes of ethical conduct for employees in particular professions (e.g. legal, investments).

### **2. Conditions Constituting Conflict**

Educational employees in the Southern Union have a duty to be free from the influence of any conflicting interest or commitment when serving the organization or representing it in negotiations or dealings with third parties. Both while on and off the job an employee is expected to protect the best interests of the employing organization. The following list, though not exhaustive, describes circumstances and conditions that illustrate conflict of interest or commitment:

- c. Engaging in outside business or employment which permits encroachment on the organization's call for the full services of its employees even though there may not be any other conflict.
- d. Engaging in business with or employment by an employer that is in any way competitive or in conflict with any transaction, activity or objective of the organization.
- e. Engaging in any business with or employment by an employer that is a supplier of goods or services to the organization.

- f. Making use of the fact of employment by the organization to further outside business or employment, or associating the organization or its prestige with an outside business or employment.
- g. The ownership or leasing of any property with knowledge that the organization has an active or potential interest therein.
- h. Lending money to or borrowing money from any third person who is a supplier of goods or services or a trustor or is in any fiduciary relationship with the organization or is otherwise regularly involved in business transactions with the organization.
- i. The solicitation or acceptance of any gratuity, favor, benefit, or gift of greater than nominal value beyond the common courtesies usually associated with accepted business practice, or of any commission or payment of any sort of connection with work of the organization other than the compensation agreed upon between the organization and the employee.
- j. Making use of or disseminating any confidential information acquired through employment by the organization for personal profit or advantage, directly or indirectly.
- k. Using denominational personnel, property, equipment, supplies, or goodwill for other than approved activities, programs, and purposes.
- l. Expending unreasonable time, during normal business hours, for personal affairs or for other organizations, to the detriment of work performance for the denomination.

### 3. Statement of Acceptance

- a. At the time of initial employment an employee shall sign a statement indicating acceptance of the conditions of employment as outlined in the organization's employee handbook. This acceptance shall constitute the employee's declaration of compliance and resolve to remain in compliance with the Conflict of Interest policy.
- b. On an annual basis the employer shall provide all employees with a copy of the Statement of Ethical Foundations, plus a copy of the Conflict of Interest policy, and shall inform employees regarding the duty to disclose potential conflicts of interest. The chief administrator, or designee, of the organization concerned shall receive annually a statement of acceptance and compliance with the policy on Conflict of Interest from each employee, and any other person authorized to handle financial resources of the organization. Submission of the statement by persons identified above shall constitute a declaration of compliance with the policy and shall place the individual under obligation to disclose potential conflicts of interest and/or commitment that may arise during the ensuing year.
- c. All statements of acceptance and compliance shall be reviewed annually through a process and reporting mechanism as determined by the board/executive committee of the organization.

## LOCALLY FUNDED EMPLOYEES

**4980**

While employees may be locally funded (i.e., their remuneration and benefits are funded by a local church



or school), they are employed by the lowest level of employer in the Seventh-day Adventist Church structure, the Conference. As the lowest legal entity for employment, the local Conference is the employer for all employees within the Conference and its affiliated facilities and operations in all classifications.

All full-time Conference Funded and Conference Locally Funded employees will be eligible for health care benefits. No healthcare benefits will be available for part-time Conference Funded and part-time Conference Locally Funded employees.

Retirement benefits will be offered to eligible full-time Conference Funded and Conference Locally Funded employees with the basic employer contribution and the employee match up to the allowable amount. Effective July 1, 2011, retirement benefits will be offered to eligible part-time Conference Funded and Conference Locally Funded employees with no basic employer contribution, but with the employee match up to the allowable amount.

The local conference HR office should be contacted for additional guidelines and policies related to locally funded employees.

**SUPPLEMENT A**  
**FAMILY AND MEDICAL LEAVE POLICY**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the organization provides employees up to 12 weeks of unpaid, job-protected leave for certain family and medical reasons during a rolling, backward looking 12-month period.

**I. Employee Eligibility**

To be eligible for a leave under the FMLA an employee must:

- A. have been employed with the organization for at least 12 months, although it need not be consecutive; and
- B. have provided at least 1,250 hours of service during the 12-month period immediately preceding the date on which the leave is scheduled to begin.

**II. Family and Medical Leave**

A “Family and Medical Leave” shall be defined as an approved absence of an eligible employee for up to 12 weeks within a twelve-month period (calculated backwards from the date the FMLA leave begins), under particular circumstances that are critical to the life of a family. FMLA leave granted should be in harmony with state and municipal laws and regulations. Absences during official school closure or vacation time of one week or more should not be counted as leave. Eligible employees are entitled to take Family and Medical Leave for the following reasons:

- A. Incapacity due to pregnancy, prenatal medical care, or childbirth.
  - 1. Pregnancy leave shall be granted on the same basis as extended sick leave in accordance with the Sick Leave policy and Paid Leave policy.
  - 2. Eligible employees seeking pregnancy leave are to request Family and Medical Leave.
  - 3. The beginning date and duration of the pregnancy leave shall be in harmony with the advice of the attending physician.
  - 4. Once leave has been completed, the employee must submit a certification from the physician or health care provider that the employee is able to resume work and perform the essential job duties.
- B. To care for the employee’s child after birth or placement for adoption or foster care.
  - 1. Leave for the birth, adoption or placement of a child in foster care must be taken in a continuous time period and may not be taken in intermittent periods or on a reduced work schedule.
  - 2. This category of child care leave must be completed within 12 months after the birth, adoption or placement of the child.
- C. The employee’s own “serious health condition” which makes him or her unable to perform the functions of the job.
  - 1. Absences for job-related injuries or illnesses under a workers’ compensation plan will also be considered Family and Medical Leave, provided that the injury or

illness constitutes a “serious health condition,” and meets FMLA eligibility requirements.

2. Employees on Family and Medical Leave for job-related illness or injury and receiving worker’s compensation lost wage benefits are not eligible to use their vacation, sick leave, or other paid benefits.
  3. Leave for a serious health condition may be taken when certified by a health care provider.
  4. Leave may be taken in a continuous time period, on an intermittent basis, or through a reduced work schedule.
  5. Leave for an employee’s serious health condition is permitted only for the period of actual medically - required absence.
- D. Care of a spouse, child or parent who has a “serious health condition”.
- a. Leave for a serious health condition may be taken when certified by a health care provider to care for a “family member” (the employee’s spouse, child, or parent, but not a parent-in-law).
  - b. Leave to care for a family member suffering from a serious health condition may be taken in a continuous time period, on an intermittent basis, or through a reduced work schedule.
  - c. Leave for the serious health condition of a family member is permitted only for the period of the actual medically required absence.

A healthcare provider is defined as a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which he or she practices and anyone determined by the Secretary of Labor to be capable of providing health care services (such as podiatrists, dentists, clinical psychologists, optometrists, and chiropractors).

For the purpose of this policy, a “serious health condition” means an illness, injury, impairment or physical/mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare provider as defined in the FMLA. Ordinarily, unless complications arise, the common cold, flu, earaches, upset stomach, ulcers, headaches (other than migraines) and routine dental or orthodontia problems are examples of conditions that DO NOT constitute a serious health condition and do not qualify for Family and Medical Leave.

A serious health condition includes, but is not limited to:

- A. Overnight stay in a hospital, hospice or residential medical facility; or
- B. Any period of incapacity or subsequent treatment in connection with an overnight stay in the type of facility listed above.
- C. A period of absence or incapacity of more than three (3) consecutive calendar days relating to the same medical condition that involves treatment two or more times by a health care provider, or one treatment by a health care provider that results in a supervised regimen of continuing treatment; or
- D. Any period of incapacity caused by pregnancy or for prenatal care; or

- E. Any period of incapacity or treatment because of a chronic serious health condition; or
- F. Any period of incapacity for a permanent or long term condition for which the employee or a family member is under the continuing supervision of a health care provider; or
- G. Absence to receive multiple treatments by or under the supervision, orders or referral of a health care provider for restorative surgery after an accident or injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

For the purposes of this policy, “son or daughter” are limited to children under age 18. However, an adult child (age 18 or older) also qualifies as a “son or daughter” if he or she (i) has a mental or physical disability, as defined under the Americans with Disabilities Act, as amended (ADA); (ii) is incapable of self-care because of that disability; (iii) has a serious health condition; and (iv) is in need of care due to a serious health condition. FMLA military leaves have specific definitions of son or daughter that are unique to those provisions.

Eligible employees may take Family and Medical Leave for any combination of these reasons, but the total of all combined leaves for each employee is limited to 12 weeks within the applicable 12-month period.

Eligibility requirements for military-related leave are set out at page \_\_\_\_.

Spouses who are both employed by the Conference are limited to a combined total of 12 weeks leave under the FMLA within the “rolling” 12-month period for the birth or placement of a son or daughter.

### **III. Employee Notification of Leave to Conference**

#### **A. Absences that are Foreseeable**

Where the need for a Family and Medical Leave (including an intermittent or reduced work schedule leave) is foreseeable (such as, for example, planned surgery), employees must provide the organization with a 30-day prior notice of their absence. If a 30-day prior notice is not practicable because of unforeseen circumstances, notice of the leave must be given as soon as practicable (usually within two business days after the leave begins). The notice should include the reasons for the requested leave, the anticipated duration of the leave, and the anticipated start date of the leave.

If an employee fails to give timely advance notice when the need for leave is foreseeable, the organization may deny the leave until the 30-day notice is given. This 30-day notice requirement does not apply to qualifying exigency leave for a military servicemember. However, the employee must give the organization notice of his or her need for FMLA qualifying exigency leave as soon as practicable. If the employee give the organization less than 30 days’ advance notice of the need for foreseeable Family and Medical Leave, the employee will be required to explain why it was not practicable to give 30 days’ notice.

#### **B. Absences that are Unforeseeable**

If 30 days’ prior notice is not practicable because of unforeseen circumstances, then notice of the leave must be given as soon as practicable. This means that the employee must (i) give the organization notice on the same day the employee learns of the need for leave, or on the next business day, and (ii) give the organization notice in accordance with the organization’s call-in procedures for reporting an absence. The notice should include the reasons for the requested leave, the anticipated start date of the leave and the anticipated duration of the leave.

### **C. Reporting Absences to the Organization**

Employees must comply with the organization's usual procedures and time requirements for calling in absences and requesting leave. When the need for unforeseeable medical leave arises, the employee may provide notice to the appropriate office either in person, by telephone, fax or any other electronic means. Notice may also be provided by an employee's spouse or responsible family member in the event that the employee cannot provide notification personally. If the employee fail to follow the organization's established call-in procedures (absent unusual circumstances) or timely notify the organization regarding an absence, the Family and Medical Leave may be delayed or denied by the organization. If the Family and Medical Leave is denied or delayed, the employee's absence may be unprotected and treated as unexcused ("no call-no show").

### **IV. Designation of Family and Medical Leave**

The organization will notify the employee in writing or electronically whether the absence qualifies as Family and Medical Leave under this policy, provide the employee with information regarding his or her FMLA rights and responsibilities, and identify and provide the employee with any certification required to support the request for leave. The employee is obligated to provide any required certification to the organization within 15 days. Once the organization receives a complete and sufficient certification from the employee, the organization will notify the employee whether his or her absence will be designated as Family and Medical Leave. If the employee's absence is designated as Family and Medical Leave, the organization will inform the employee of the amount of leave, effective from the first day of absence, that will be counted against the employee's Family and Medical Leave entitlement. If the organization does not have the information from the employee needed to designate the leave as FMLA before or at the time leave commences, it may retroactively designate the leave as FMLA-qualifying upon obtaining such information. If the required information is never provided in response to the organization's reasonable requests, the organization may deny Family and Medical Leave.

### **V. Reassignment During Family and Medical Leave**

If Family and Medical Leave is taken on an intermittent basis or reduced work schedule for foreseeable and planned medical treatment of the employee or a family member or eligible care related to military personnel, the organization may transfer the employee during the Family and Medical Leave to an alternative position with equal pay and benefits which better accommodates the intermittent or recurring leave.

### **VI. Scheduling Medical Appointments**

If the Family and Medical Leave is foreseeable and for planned medical treatment of the employee's or family member's serious health condition, the employee must make a reasonable effort to schedule the medical treatment so as to not disrupt the organization operations.

## **VII. Medical Certifications**

### **A. Initial Certification:**

Employees requesting Family and Medical Leave because of their own or a family member's serious health condition must provide Human Resource Services with complete and sufficient medical certification from a health care provider on the form provided by the organization. When the need for a leave is foreseeable and 30 days' notice to the organization has been provided, the employee must complete and return the medical certification before commencement of the leave. However, when the need for leave is not foreseeable, complete and sufficient certification must be completed and returned to the organization within 15 days. The organization may also require that the employee's health care provider designate the essential job functions which cannot be performed as a result of the employee's serious health condition.

If the employee's certification is incomplete or insufficient, the organization will notify the employee in writing of the deficiencies and the employee will be given 7 days to submit a complete and sufficient certification. If certification deficiencies are not corrected, the employee's Family and Medical Leave may be denied, any absences considered unexcused and the employee will be subject to disciplinary action, up to and including termination.

If an employee fails to return the completed medical certification within 15 days and has no reasonable excuse, the organization will not consider the absence to be Family and Medical Leave and the employee will be subject to disciplinary action, up to and including termination, for unexcused absences.

If the organization has reason to doubt the validity of the medical certification, it may require (at the organization's expense) that the employee obtain a second opinion from a health care provider designated by the organization. If there is a conflict between the first and second opinions, the organization may also require (at its expense) a third opinion by a health care provider designated jointly by the organization and the employee. The opinion provided by the third health care provider is final.

### **B. Recertifications During The Leave**

Employees are also required to provide recertification from their health care provider (at the employee's expense) every 30 days or the minimum duration of the incapacity or treatment, whichever is greater. If the period of incapacity is for more than 6 months or an indefinite period, the employee will be required to submit a recertification every 6 months. The organization may also require re-certifications when:

1. the employee requests an extension of leave, or
2. the circumstances set out in the original medical certification change significantly, or
3. the organization receives information that casts doubt on the continuing validity of the medical certification.

If the recertification is not submitted to the organization within 15 days of the request, or as soon as practicable, the organization may deny Family and Medical Leave protection until the recertification is considered submitted. If the employee fails to provide the required recertification, his or her absence will not be protected Family and Medical Leave and the employee will be subject to disciplinary action, up to and including termination, for an unexcused absence.

Employees on Family and Medical Leave may also be required to periodically report to the organization (every 30 days) regarding their intent to return to work upon completion of the leave. If an employee

gives unequivocal notice that he or she does not intend to return to work, the employee's leave, entitlement to reinstatement, medical benefits, and employment with the organization will be terminated.

### **C. Return to Work: Fitness for Duty Certification**

Before being reinstated from leave, an employee must submit a medical certification that he or she is fit for duty and able to perform the essential functions of the position, with or without accommodation. The employee's health care provider(s) may also be required to designate the essential job functions, if any, that cannot be performed at the time the employee requests reinstatement. Employees will not be reinstated until this certification is received by the organization.

Information concerning an employee's medical condition or history will not be kept with other employee information and reasonable effort will be made to limit access to and maintain confidentiality of the employee's medical information.

## **VIII. Reinstatement from Family and Medical Leave**

If an employee is medically released (full or partial) by a health care provider, he or she must report to the organization by the *next working day* after being released. Failure to timely report to the organization after being released by the health care provider will subject the employee to dismissal.

The organization will reinstate employees from Family and Medical Leave to their former position provided that the employee seeks reinstatement on or before the expiration of 12 cumulative weeks of leave and can perform the essential job duties (with or without reasonable accommodation). If the employee's former position is not available, the employee will be reinstated to an equivalent position. The organization may make an exception regarding reinstatement of certain highly-compensated salaried employees ("key employees"). Refusing an offer of reinstatement to an equivalent position will be treated as a voluntary resignation of employment. The organization shall notify key employees regarding these limitations on a case-by-case basis.

Employees who do not return to work after 12 cumulative weeks of Family and Medical Leave will be dismissed from employment unless the employee has applied for and has been granted an extension of leave as a reasonable accommodation under the Americans With Disabilities Act (ADA). If an employee is dismissed under this policy, he or she will remain eligible to re-apply for future employment by submitting an application to the organization.

## **IX. Benefits During Leave**

Benefit entitlements based upon length of service will be calculated as of the last paid day prior to the start of the unpaid leave of absence. If an employee has accumulated vacation time, administrative time off (ATO), and/or time in the long-term sick bank, the organization requires that the employee use the paid benefits during an Family and Medical Leave under the organization's policies until the benefits are exhausted, unless state law allows otherwise. The remainder of the Family and Medical Leave would be unpaid. The use of paid benefits will not extend the duration of an Family and Medical Leave. An employee may not receive more than one hundred percent (100%) of regular wages during leave from any combination of employment benefits (e.g.; vacation, sick leave, etc.)

Coverage under the Health Care Assistance Plan will remain in effect during leave if the employee pays his or her portion of plan premiums (opt-in charges). The premiums will be deducted from paid benefits used during the Family and Medical Leave. If paid benefits are not available during the Family and

Medical Leave, the employee must arrange for payment of his or her portion of the plan premiums to continue coverage. Employees who fail to pay their portion of the plan premiums within 30 days of the due date will be dropped from coverage for the remainder of the Family and Medical Leave. If the organization pays an employee's portion of the Health Care Assistance Plan premiums while the employee is on Family and Medical Leave, the organization may be entitled to recover the cost of such premiums from the employee.

Benefits will not accrue during the unpaid portion of the approved Family and Medical Leave. However, an authorized Family and Medical Leave does not constitute a break in service. Benefit entitlements based upon length of service will be calculated as of the last paid day prior to the start of the unpaid leave.

#### **X. Special Provisions for Instructional Employees**

Instructional employees are those whose principal functions are teaching and instructing students in a class or other similar setting. Individuals fitting this description include teachers, athletic coaches, and special education assistants. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists.

If an instructional employee needs Family and Medical Leave on a reduced schedule or intermittent basis that is foreseeable for planned medical treatment and the teacher would be absent for more than 20 percent of the total number of working days over the period the leave would extend, the employer may require the instructional employee to choose to either (1) take leave for a period of a particular duration not greater than the duration of the planned medical treatment, or (2) temporarily transfer to an available alternative position with equivalent pay and benefits that would better accommodate the teacher's periods of absence. If the employee elects to take the leave for a period of particular duration, all of the leave counts against the instructional employee's Family and Medical Leave entitlement. In situations where leave is foreseeable, proper notice must be given to the employer or the employer may delay the taking of leave until proper notice is provided.

If an eligible instructional employee requests a Family and Medical Leave near the end of the academic term, the leave and reinstatement provisions of this policy will apply except under the following circumstances:

- A. If an instructional employee begins a Family and Medical Leave more than five weeks before the end of the academic term, the organization may require that the employee continue on leave until the end of the term if the leave will last at least three weeks and the employee would return to work during the final three weeks of the academic term.
- B. If an eligible instructional employee begins a leave for reasons other than the employee's own serious health condition within the five week period before the end of the academic term, the organization may require that the employee continue on leave until the end of the term if the leave will last more than two weeks and the employee would return to work during the two weeks preceding the end of the academic term.
- C. If an eligible instructional employee begins a leave for reasons other than the employee's own serious health condition during the three week period before the end of the



academic term and will last more than five working days, the organization may require that the employee continue on leave until the end of the academic term.

- D. If leave taken is a period that ends with the school year and begins the next semester, leave is taken consecutively rather than intermittently. The period during summer vacation when the employee would not be required to report for duty is not counted against the employee's Family and Medical Leave entitlement.

If the employer requires the teacher to take leave beyond when the employee is ready and able to return to work, this leave cannot be counted against the teacher's 12-week Family and Medical Leave entitlement and the employer must also maintain the employee's health insurance coverage.

Instructional employees seeking reinstatement from an Family and Medical Leave will be returned to their former or equivalent position with equivalent pay, benefits, and other terms and conditions of employment based upon the established written policies and practices of the organization.

#### **XI. Extension of Leave as a Reasonable Accommodation**

Employees who exhaust Family and Medical Leave for their own serious health condition and need additional time off from work for medical treatment of their serious medical condition may qualify for a reasonable extension of leave under the ADA or other applicable laws.

To qualify for a reasonable extension of leave under the ADA, the employee must: (1) request the extension prior to exhaustion of his or her Family and Medical Leave; and (2) provide the organization with a written statement from the health care provider(s) confirming that:

- A. The employee has a physical or medical impairment that substantially limits a major life activity; and
- B. A supplemental leave for a specified duration will allow the employee to return to work and perform the essential function of the job.

In addition, there must be no other reasonable accommodation that would allow the employee to return to work and perform the essential functions of his or her job upon exhaustion of Family and Medical Leave.

The organization will evaluate timely requests submitted by employees on an individualized basis and grant reasonable extensions of leave in compliance with the ADA and other applicable laws.

#### **XII. FMLA Military Leave**

The FMLA Military Leave provisions entitle eligible employees with covered family members serving in the military to take two special types of leave:

##### **A. Military Caregiver Leave**

Military Caregiver Leave allows eligible employees up to 26 workweeks of job-protected leave in a single 12-month period to care for a covered servicemember who is undergoing medical treatment, recuperation or therapy, is on out-patient status or is on the temporary disabled retired list due to a serious injury or illness that occurred while on covered active duty in the Armed Forces. The employee must be the spouse, child, parent, or next of kin of the covered servicemember.

## **B. Qualifying Exigency Leave**

Qualifying Exigency Leave allows an eligible employee whose spouse, child or parent is called up for deployment to a foreign country to take leave for certain “qualifying exigencies” related to their deployment.

For the purposes of FMLA Military Leaves, “son or daughter” means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child (regardless of age) for whom the employee stood *in loco parentis*, who is on covered active duty, regardless of the individual’s age.

“Covered active duty” means (a) in the case of a servicemember in the regular Armed Forces, duty during the deployment of the Armed Forces member to a foreign country; or (b) in the case of a servicemember in the reserve component of the Armed Forces (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve and Coast Guard Reserve) duty during deployment of the Armed Forces member to a foreign country under a call or order to covered active duty.

A “covered servicemember” means: (i) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or (ii) covered veterans who are undergoing medical treatment, recuperation or therapy for a serious injury or illness and who were members of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five years preceding the date on which the veteran undergoes the medical treatment, recuperation or therapy. The medical treatment, recuperation or therapy must be related to a serious injury or illness (i) which was incurred while in the line of duty on covered active duty in the Armed Forces or (ii) which existed before the beginning of military service, and which was aggravated by service in the line of duty while on covered active duty.

In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), a “serious health condition” means an injury or illness that was incurred by the member in the line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member’s covered active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves), a “serious health condition” means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is: (1) the continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and which rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or (4) an injury, including a psychological injury, for which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Leave to care for a “covered servicemember” who has incurred an injury or illness in the line of duty may be taken for up to 26 workweeks during a 12-month period in a continuous time period, or in intermittent time periods or through a reduced work schedule.

The “single 12 month period” for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later.

A “qualifying exigency” means:

1. Short-notice deployment: Leave needed to address issues arising from an employee’s family member’s notification of an impending call or order to covered active duty 7 or fewer calendar days prior to the date of deployment—leave taken for this purpose can be used for a period of 7 calendar days beginning on the date of the military member’s notification.
2. Military events and related activities: Leave needed to attend official ceremonies, programs, or events sponsored by the military related to the covered active duty or call to covered active duty status of the employee’s family member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of a family member.
3. Childcare and school activities: Leave needed to arrange for alternative childcare; to provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); to enroll a child in or transfer a child to a new school or day care facility; and to attend meetings with staff at a school or a daycare facility when such meetings are necessary.
4. Financial and legal arrangements: Leave needed to make or update financial or legal arrangements to address the family member’s absence and to act as the family member’s representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for 90 days following the termination of the military member’s covered active duty status.
5. Counseling: Leave needed to attend counseling provided by someone other than a health care provider for the employee, a family member and/or a family member’s child, provided that the need for counseling arises from the covered active duty or call to covered active duty status.
6. Rest and recuperation: Leave needed to spend time with a family member who is on short-term, temporary rest and recuperation leave during the period of deployment—up to fifteen days of leave may be taken for each instance.
7. Post-deployment activities: Leave needed to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military within 90 days following the termination of a family member’s covered active duty status; or to address issues arising from the death of a family member while on covered active duty status.

8. Parental care: Leave needed to care for a military member's parent who is incapable of self-care and when the care is needed as a result of the member's covered active duty (e.g., arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility).
9. Additional activities: Leave needed to address other events arising out of the family member's covered active duty or call to covered active duty status, provided that the employee and the organization agree that the leave will qualify as an exigency and agree to both the timing and duration of the leave.

Leave for a "qualifying exigency" may be taken for up to 12 workweeks within a "rolling" 12-month period in a continuous time period, or in intermittent time periods or through a reduced work schedule.

The 30-day notice requirement for medical-related leaves does not apply to qualifying exigency leave for a military servicemember. However, employees must give the organization notice of the need for FMLA qualifying exigency leave as soon as practicable. In addition, the first time a FMLA Military Leave is requested, the employee will be required to provide a copy of the military member's covered active duty orders, or documentation of the call to covered active duty, and the dates of covered active duty service.

Leaves to care for an injured or ill servicemember, when combined with other types of FMLA-qualifying leave, may not exceed 26 workweeks during the single 12-month period. The amount of leave for which the employee is eligible may be reduced if the employee has taken other Family and Medical Leave during the 12 month period. For example, if an employee takes 10 weeks of Family and Medical Leave for his or her own serious health condition, the employee could still be able to take up to 16 weeks of FMLA Military Leave left to care for a covered servicemember.

If leave is taken on an intermittent basis or reduced work schedule to care for a military servicemember, the organization may transfer the employee during the leave to an alternative position with equal pay and benefits that better accommodates the intermittent or recurring leave schedule.

The same rules that apply to other Family and Medical Leaves also apply to FMLA Military Leave under the FMLA. The employee is required to complete the required certifications applicable to this type of leave within 15 days of requesting FMLA Military Leave.

### III. GLOSSARY

**Administrative appointment:** Assignment of an individual to administrative responsibilities by the employing organization for at least 2/3 time.

**Assignment:** The act of allotting to an employee certain tasks, duties or responsibilities.

**Board of Education:** A body of officers whose duty it is to give general oversight and direction to the educational activities of a conference. The board of education is created by the conference to assume responsibility for the operation of the conference school system. Individual members have no authority unless it is delegated to them, power being vested in the board only when it acts as a body. Controls exercised through vote by which rules, regulations and policies are established.

**Conciliation:** A grievance procedure to promote unity and harmony while reconciling differences that may arise between individuals.

**Classified Personnel:** Persons employed by the school system for positions not requiring certification.

**Certificated Personnel:** Persons employed by the school system for positions requiring certificates.

**Dismissal:** Cessation of employment during the employment period initiated by the employer.

**Employing Organization:** The conference Board of Education.

**Employment Agreement:** An agreement, in writing, entered into by an employee and the employing organization, stating the salary to be paid and the length of the term of the agreement, and setting forth the general duties to be performed by the employee.

**Internship Employment Status:** The status given to a teacher who has been granted an initial period of employment to prove his ability.

**NAD Working Policy:** The accumulated adopted policies of the North American Division.

**Transfer Employment Status:** An experienced certificated teacher who is employed from outside the local conference may be placed on transfer employment status if the teacher is transferring from another conference or academy, transferring from a public or other private school, or who has had a break in denominational teaching service.

**Probationary Employment Status:** A trial period of employment during which a teacher establishes his professional skills and abilities under the guidance and assistance, usually of an administrator or supervisor.

**Regular Employment Status:** Employment status given to a teacher who has completed certification requirements and served satisfactory during the probationary or internship period.

**Resignation:** The request by a teacher to cease employment.

**School Board:** A group of persons elected or appointed by constituent church(es) to perform the service of operating the local board.

**Southern Union Education Code:** An organized compilation of policies and guidelines for the operation of a system of education Birth – Grade 12 within the Southern Union Conference.

**Suspension:** Temporary severance of an employee from his/her position by the employing organization.

**Termination:** Cessation of employment.

**Transfer:** The relocation of a teacher from one school to another.

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## V. ACKNOWLEDGMENT OF RECEIPT

I, \_\_\_\_\_, hereby acknowledge that  
(Employee's Name)

a copy of the *Southern Union Educational Personnel Employment Manual* has been provided to me. I understand and agree that I am responsible to read and review it in its entirety, including any revisions, during my employment. I further acknowledge that I am required to comply with the *Employment Policies Manual for Educational Personnel* and its subsequent revisions during my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

(Note: The original copy of this form is to be kept at the conference office of education).