

Employment Policies for K-12 Educational Personnel



Ohio Conference Office of Education

2005

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EMPLOYMENT POLICIES FOR K-12 EDUCATIONAL PERSONNEL EXCEPT CLASSIFIED EMPLOYEES

Employment Philosophy and Eligibility

100 Philosophy

For Adventists, the free exercise of religion includes the right to operate educational institutions that are distinctively Adventist in nature. This requires that schools employ only those who live in complete harmony with the beliefs and practices of the Church. Therefore, an occupational qualification for any position is that applicants will be baptized Adventists committed to the Church's program of ministry. Consistent with both the principles of the Church and federal and applicable local law, Adventist schools do not discriminate in employment policies and practices on the basis of race, color, national origin, gender, age, disability, gender, marital status, or any other basis prohibited by law.

110 Eligibility

Candidates for employment in an Ohio Conference K-12 school must present Form I-9, "Employment Eligibility Verification," to verify eligibility for employment. The employing organization must keep this form on file throughout the employee's term of service. This form can be secured from the Conference Office of Education or academy or from the U.S. Department of Justice, Immigration and Naturalization Service.

Instructional Personnel

125 **Certificated Instructional Personnel**

1. *Definition*

K-12 certificated instructional personnel include persons employed as elementary school, junior academy, or senior academy classroom teachers. Also included are those who perform related services that require certification, such as:

a. Administrative personnel who have responsibility for supervising instructional programs and personnel;

b. Other personnel who perform related support services:

(1) Librarian or media center coordinator

The media center director will have a valid denominational credential with an endorsement for Librarian or Instructional Media Specialist.

(2) Guidance and counseling personnel (including dormitory deans)

The director of guidance and counseling will complete a minimum of 18 semester hours (27 quarter hours) in guidance or counseling.

(3) Coordinator of work-experience education

2. *Qualifications*

a. *Spiritual*—Employees will be baptized members of the Church and exemplify high standards of Christian conduct. They will maintain membership in their constituent or academy churches and participate in church activities, programs, and finances, including the practice of tithing. The local school board in consultation with the Conference Office of Education may grant exceptions to this qualification when the employee requests an exception in writing and shows good reasons for the request.

b. *Civic*—Employees will accept the responsibilities and privileges of citizenship, recognize the rights of others, be informed on leading domestic and international issues, exercise a love of country, and be willing to cooperate in efforts to improve the social order consistent with principles of the Church.

c. *Professional*—Employees must hold at least a bachelor's degree and maintain valid denominational credentials required for the positions held. (See *Certification Requirements K-12 for NAD Seventh-day Adventist Schools*, SU Supplement H.)

- d. *Personal*—Employees will give evidence of physical and mental health that qualifies them for their positions and to associate with children and youth.

3. *Duties and Responsibilities*

Job duties and responsibilities include, but are not limited to, an obligation to:

- a. Provide a dynamic environment with emphasis on Christian living and effective learning;
- b. Establish and maintain effective classroom organization;
- c. Assume responsibility for professional self-improvement;
- d. Participate in church and community activities;
- e. Develop effective relationships with parents, patrons, and colleagues;
- f. Secure and maintain adequate records that are required by the local school administration and Conference Office of Education;
- g. Participate in Home and School Association activities;
- h. Implement policies of the local school administration and Conference Office of Education;
- i. Report for duty as stipulated by the local school administration and Conference Office of Education;
- j. Fulfill responsibilities as specified in any faculty handbook and/or by the principal;
- k. Maintain a working knowledge and abide by the provisions of this *Handbook*;
- l. Carry out job assignments, and follow a supervisor's reasonable orders, directives, and recommendations, direct or implied;
- m. Dress in a professionally acceptable manner.

4. *Ethics*

The Christian educator is hired to be an exemplar of the Adventist lifestyle to students, the school, and the broader community. Therefore, the employee is expected to:

- a. Practice enthusiastically and consistently the ideals of the Church;

- b. Demonstrate a high sense of loyalty to Adventist educational philosophy;
- c. Support equal opportunity based on a person's abilities without discrimination because of race, color, national origin, gender, age, marital status, disability, or other basis prohibited by law;
- d. Look upon Christian educational service as a holy vocation;
- e. Strive for excellence in using appropriate teaching methods, strategies, and techniques with the goal that they will be more effective in ministering to students;
- f. Support Adventist education, which includes having the employee's own school-age children enrolled in the K-12 constituent school unless otherwise approved by the academy principal and/or the superintendent.

The Christian educator has a responsibility to fellow employees to:

- a. Give encouragement and support within the school and the conference education staff;
- b. Recognize lines of authority and the responsibilities assigned to them and their colleagues, including the school principal and superintendent.

The Christian educator has a responsibility to 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 and treat all students with respect and understanding;
- c. Allow students to learn how to express their views in an environment that allows for differences of opinion and the assurance that their opinions will be given careful, objective consideration by teachers and other students;
- d. Respect, in professional confidence, the ideas, needs, weaknesses, and failures of students;
- e. Avoid discussing their own personal problems with students.

The Christian educator has a responsibility to the school to:

- a. Show loyalty by observing school regulations, policies, and traditions;
- b. Participate faithfully in assigned school-sponsored activities and programs;

- c. Refrain from discussing confidential or official information with persons not authorized to have such information.

130 Non-certificated Instructional Personnel

1. *Definition*

Non-certificated instructional personnel include those employed as paraprofessionals to serve in supportive roles as teacher assistants. At the secondary level this may include those who serve as registrars (unless the employee qualifies as an administrative employee under Section 305 of this *Handbook*) or attendance clerks. Non-certificated instructional personnel are hour-time classified employees employed at will.

2. *Qualifications*

Non-certificated instructional personnel must meet the spiritual qualifications applicable to certificated instructional personnel under Section 125 of this *Handbook* and have received adequate preparation for the job responsibilities assigned.

3. *Duties and Responsibilities*

a. *Non-instructional Aide*

The duties and responsibilities of a non-instructional aide may include, but not be restricted, to:

- (1) Clerical aides who do office-type work;
- (2) Supervisor aides who 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*

The duties and responsibilities of an instructional aide may include, but not be restricted, to:

- (1) Assisting certificated employees in the instructional program with duties such as:
 - (a) Distributing and collecting materials;
 - (b) Maintaining learning materials and resource files;
 - (c) Issuing materials, equipment, and supplies.
- (2) Assisting students in instructional services as delegated by the teacher.

4. *Process for selecting teacher assistants*

a. It is recommended that a teacher assistant be provided under any of the following conditions:

- (1) In a one-grade room where enrollment exceeds 25 students, (18 for Kindergarten);
- (2) In multigrade rooms (2 grades) where enrollment exceeds 18 students with 1st grade included or 22 in grades 2-8;
- (3) In multigrade rooms (4 grades) where enrollment exceeds 15 students in grades 1-4 or 18 in grades 5-8;
- (4) In multigrade rooms (6 grades) where enrollment exceeds 12 students with 1st grade included of six grades.
- (5) Upon the recommendation of the superintendent after careful study of a local situation such as:
 - (a) Where the teacher is also called upon to serve as principal;
 - (b) Where the teacher assumes periodic teaching responsibilities in another classroom;
 - (c) In instances where several students in the classroom require remedial or individualized assistance.

b. When the teacher and local school board chair, in consultation with the superintendent or designee, have determined that a need exists and have referred the need to the local school board, the board will do the following:

- (1) Establish qualifications and job descriptions for an aide's position;
- (2) Select a candidate on the basis of these criteria;
- (3) Prepare a written agreement based upon Conference Office of Education policy and in consultation with the Conference Office of Education.

Employment and Employee Records

150 Employment of Certificated Personnel

1. *Employing Organization*

The Conference K-12 Board of Education, in consultation with local school boards, employs certificated educational personnel.

2. *Employment Contract/Annual Assignment Agreement*

- a. Before an employee, except a probationary employee, begins employment, a contract of employment or, in the case of a regular appointment employee, an annual assignment agreement must be signed and returned to the superintendent or senior academy principal in harmony with the provisions appearing in the document. Failure to sign and return the contract or agreement within the designated number of days of issuance indicates the individual has declined employment and will not be entitled to benefits or rights conferred by the employing organization, including termination pay. The superintendent or principal may waive strict compliance with the designated deadline for good reason.
- b. The employer agrees to pay the employee an annual salary in twelve equal month installments beginning in July. This salary is subject to review and verification of the employee's credentials by the employer.

160 Records

1. *Employment*

The Conference secretary is responsible for maintaining and safekeeping accurate service records for K-12 certificated personnel. The Conference Office of Education will keep transcripts of employees' academic accomplishments. When an employee transfers, the service record will be sent to the new employing organization upon request.

Employee personnel records will be available only to the following unless the employee gives consent for others to have access: the employee, the principal, those responsible for keeping the records, the Conference K-12 Board of Education or senior academy board chair, and the superintendent. The personnel file will be stored in a locked, fire-resistant file. In academies, students may not handle or have access to personnel files.

The Conference Office of Education reserves the right to release the following information from the personnel file: employee's name, address, telephone listing, professional activities, dates of employment, degrees held, institutions attended, types and areas of certification, instructional areas, birth date, Social Security number, specific courses taken, teaching load, contract, extracurricular assignments, and salary.

If a school, academy, or Conference K-12 Board of Education is considering termination, nonrenewal, or transfer of employment because of job performance, the appropriate administrators, in consultation with the Conference superintendent, may examine teacher evaluations and other correspondence related to job performance.

2. *Employee*

- a. *Communicable Diseases*— If employees discover they have a contagious or communicable disease, they will immediately tell their superintendent or senior academy principal. School employees with a communicable disease may not perform their duties in a location that could endanger the welfare of students or others. The superintendent or senior academy principal may require the employee to submit to a physical examination by a physician should there be reason to believe the employee has a communicable disease. The order to have the examination must be in writing.
- b. *Tuberculosis Screening/Testing*—No school employee will be employed without evidence that shows the person is free from communicable tuberculosis.
- c. *Record Maintenance*—The Conference Office of Education will maintain employee health records throughout the duration of employment.

Employment Status, Assignments and Transfers

175 Employment Status

The Conference has six types of employment status for certificated employees:

1. Internship;
2. Regular;
3. Administrative;
4. Probationary;
5. Transfer; and
6. Alternatively Salaried

1. *Internship Appointment*

- a. Employees with three years or less of teaching experience in a position requiring a denominational certificate will be employed under an internship appointment.
 - (1) Interns will have an annual contract that will have a 10- or 12-month term. This contract automatically nonrenews at the end of its term.
 - (2) Although the intern's employment automatically ceases when the annual contract expires, the employing organization may choose to offer the intern further employment under another annual contract for another 10- or 12-month term.
 - (3) An intern may be employed for a three-year period through successive annual contracts.
 - (4) Interns will hold a basic teaching certificate until eligible for the standard certificate. The intern has the responsibility to secure proper certification. When an intern has satisfactorily completed three years of service, the intern will be eligible to be considered for regular appointment, which requires at least standard certification.
 - (5) An intern may be terminated for just cause at any time during the annual contract under Section 225 of this *Handbook*.

2. *Regular Appointment*

- a. An intern who has satisfactorily completed three years of full-time service in a position that requires denominational certification may be placed on regular appointment status if the following conditions are met:
 - (1) Effective job performance demonstrated by written evaluations;
 - (2) Possession of the standard or higher teaching certificate.

- b. The process for granting regular appointment will be as follows:
 - (1) The superintendent or senior academy principal will determine if the employee qualifies for regular appointment within the Conference or academy;
 - (2) The superintendent or principal will notify the employee in writing of the decision to move to regular appointment status;
 - (3) The superintendent or principal will offer the newly appointed regular employee an annual assignment agreement for the following year.
- c. The duration of the regular appointment will be as follows:
 - (1) The appointment will automatically renew at the end of the annual assignment period unless, by April 1 of the current year, the employing organization provides a written notice of nonrenewal under Section 235 of this *Handbook*.
 - (2) If timely written notice of nonrenewal is given, employment will end at the expiration of the annual assignment period.
 - (3) A regular appointment employee may be terminated for just cause at any time during the annual assignment agreement under Section 225 of this *Handbook*.
- d. Full-time administrative positions do not carry regular appointment status. However, a teaching principal who has achieved regular appointment as a classroom teacher does not lose that classification while employed as a principal. Should the individual return to teaching, the regular appointment status remains valid.

3. *Administrative Appointment*

- a. Unless otherwise specified in this *Handbook* or revealed by context, the general employment policies applicable to certificated employees apply to full-time principals and administrators. They may be employed, at the discretion of the employing organization, for a specified term not to exceed three years.
- b. Full-time principals are those who have been assigned administrative responsibilities by the employing organization for at least two-thirds time.
- c. A contract automatically non-renews at the end of its term. Renewal of term contracts is at the discretion of the employing organization.

4. *Probationary Appointment*

a. Probationary appointments are not contractual. All probationary employees are employed at will.

(1) A regular, intern or transfer appointment employee's status may be changed to probationary status for just cause as determined by the employing organization, including, but not limited to, unsatisfactory professional service or personal conduct or influence that is considered unsatisfactory. The employing organization will notify the employee in writing by certified mail or hand-delivery within ten (10) working days of the organization's action. The notification will give the reasons for placing the employee on probationary status.

(2) A regular appointment employee may be re-employed as a probationary employee at the end of an annual assignment agreement. The employing organization will give prior written notice of the intention not to renew the employee's regular annual assignment agreement by April 1 of the current year. The written notice must be given within 10 working days of the date the employing organization takes the action. The written notice will be sent by certified mail or by hand-delivery with a signed copy retained by the employing organization.

(3) A probationary employment period will be for not more than one year. During this period, the superintendent or senior academy principal will arrange for monthly evaluation observations. At the end of the period, the employee may be continued on probation (for a period not to exceed one year), returned to or placed on regular appointment status, or terminated.

5. *Transfer Appointment*

a. An employee hired from another conference or senior academy who had attained regular appointment status in such former conference or academy may be classified as a transfer appointment at the discretion of the employing organization. Any employee, who within a particular conference, transfers from an elementary school or junior academy to a senior academy, or vice versa, may also be classified as a transfer appointment at the discretion of the employing organization.

(1) A transfer appointment employee is employed under a 10- or 12-month contract for a term certain and such contract does not automatically renew at the end of its term.

(2) The employing organization may elect to renew a transfer appointment employee for another year under a 10- or 12-month contract; however, an employee will not continue in transfer appointment status for more than two full years under successive contracts. At the expiration of any

transfer appointment contract, the employee may be considered for regular appointment by the employing organization.

- (3) A transfer appointment employee may be terminated for just cause at any time during a transfer appointment contract under Section 225 of this *Handbook*.

6. *Alternatively Salaried Teachers*

a. Qualifying Church or School

- (1) A local church and/or school that desires to employ an alternatively salaried teacher must complete an application and receive approval of the superintendent. While a local church and/or school may qualify for an alternatively salaried teacher, the decision to employ any such teacher is determined by the superintendent and is dependent upon the availability of Conference funding. Employment of an alternatively salaried teacher will be approved only if exceptional circumstances, in the judgment of the superintendent, warrant such employment.
- (2) The local church and school recognize that Conference Office of Education policies, guidelines and expectations—including accreditation and the supervision of instruction—apply to the school and any alternatively salaried teacher with the exception of the teacher's salary and except for the fact that any alternatively salaried teacher is a probationary employee.

b. The Alternatively Salaried Teacher

- (1) The Ohio Conference Office of Education, the local school board and the teacher will negotiate a salary that in no event will be less than the minimum wage that would apply if the person were a non-exempt employee under the federal wage and hour law.
- (2) The local school board's annual teacher contract charge is the sum total of a teacher's salary, FICA, retirement benefits, workers' compensation, long-term disability, survivor benefits, vacation and Christmas bonus.
- (3) The teacher's salary is subject to a minimum annual percentage increase equivalent to that established by the Conference K-12 Board of Education.
- (4) Health care benefits, employee professional growth, tuition assistance for employee's children, moving expenses and Ministry Care Line are provided by the Conference.

- (5) An alternatively salaried teacher is a probationary employee for all purposes of these employment policies.

180 Assignment

The K-12 Board of Education, upon recommendation from the superintendent, will vote assignments of teachers and principals to elementary schools and junior academies. The superintendent will make recommendations after consultation with the local school boards.

Assignments to senior academies will be made by the academy boards with approval by the K-12 Board of Education.

1. *School*

The superintendent, in consultation with the school administration and local school board, will make specific assignments within the school.

2. *Classroom/Classes*

All employees are subject to reassignment within a school, when the employing organization believes it is in the best interest of the school, provided a reassignment does not affect the employee's salary while an employment agreement is in force. If employees refuse reassignment, they become subject to nonrenewal or termination. Reassignments will be made based upon the employee's professional qualifications.

3. *Reassignment*

Discussions about reassignment or placement within the school will be in consultation with the Conference Office of Education and confirmed by the local school board.

185 Transfers

Employees may be transferred within the Conference at the discretion of the Conference K-12 Board of Education.

1. *Voluntary Transfers*

- a. Employees may at any time request a transfer to another school.
- b. The employing organization will have final authority on whether to accommodate a transfer request.

2. *Administrative Transfers*

- a. The employing organization may administratively transfer a regular or transfer appointment employee or intern employee at any time for the following reasons:

- (1) Unsatisfactory job performance as shown by formal and/or informal evaluations;
- (2) A determination by the employing organization that the employee cannot fulfill the duties and responsibilities where currently assigned but possesses potential for successful service elsewhere;
- (3) Insufficient or declining enrollment;
- (4) Lack of funds;
- (5) A need for specialized services elsewhere;
- (6) Conflicting interpersonal relationships;
- (7) Staffing a new school;
- (8) Any legitimate business or educational interest of the employing organization.

b. In the case of a regular or transfer appointment employee or intern employee, the superintendent may recommend an administrative transfer in consultation with the local school board. Local school boards may recommend the transfer of a regular employee if the following steps are taken first:

- (1) The principal or local school board will make a written recommendation to the Conference Office of Education finding that the best interests of students, the school, or the employee will be served by a transfer.
- (2) The superintendent or academy principal will advise the employee, through a personal interview and in writing that an administrative transfer has been recommended. The superintendent must disclose the reasons for the recommendation. In the case of senior academies, the principal will work closely with the superintendent.

c. Probationary employees are subject to administrative transfer for any reason at any time.

3. *Reasonable Effort to Assist Voluntary Transferees*

The employing organization will make a *reasonable* effort to assist employees in securing other comparable denominational employment when they request voluntary transfers or when administrative transfers for regular or transfer appointment employees are made and teaching positions for which the employee is qualified are available.

No obligation is implied by such voluntary assistance on the part of the employing organization. When the employing organization presents a *bona fide* offer and the

employee declines the offer, the employing organization will be deemed to have met its duty.

4. *Voluntary Transfers During the Summer*

Teachers who are newly employed within the Conference and are currently enrolled in a study program outside the Union may be granted permission to complete the program if a transfer would create a hardship or loss of credit.

190 Employee Notice of Resignation

Employees *not* intending to apply for or accept employment for the succeeding year will file a written notice of resignation with the superintendent or senior academy principal before March 1 of the current year.

195 Request for Release from Employment Agreement

If a non-probationary employee wants to resign during the contract year, the employee must submit a written notice to the superintendent or senior academy principal at least 20 working days in advance. The notice must specify the reasons for resignation.

If the reasons are acceptable to the employing organization, the organization will pay the employee's salary through the last full working day. The termination policy does not apply in these cases. The resignation must be recognized by the employing organization by recording it in the official minutes.

Consistent with the formula appearing in Section 4.4.10 of this *Handbook*, the employing organization will require the employee to repay prepaid salary, salary advances, and unamortized expenses such as tuition before giving a release to the employee.

Resignations without reasons acceptable to the employing organization will be considered a breach of the contract of employment or annual assignment agreement and the organization will make an appropriate notation on the employee's record.

200 Repayment of Expenses by Probationary Employees.

At termination, probationary employees who have received prepaid salary in the summer, salary advances, or prospective payments are legally obligated to make repayment to the employing organization. The rate for calculating such prepaid salary and salary advances will be as specified in Section 205 of this *Handbook*.

205 Employment Period, Number of Days in the Period

If an employee leaves before his/her contract of employment or annual assignment agreement period is over, the employing organization expects the employee to repay prepaid salary given in July and part of August, salary advances, and unamortized expenses. The organization will compute salary advances on the basis of the 10-month daily rate. That means the employment period is considered to have 220 days of employment. If another Adventist organization calls

the employee, it will reimburse the original employing organization for these items. Employees will be responsible for reimbursing the Conference or senior academy for unamortized moving expenses (see Section 615 of this *Handbook*) on the same basis as an Adventist organization calling an individual who has not completed four years of full-time service.

Termination, Suspension, Nonrenewal and Reduction in Force

225 Termination

1. *Termination of Regular, Transfer or Intern Employees*

A regular or transfer appointment employee or an intern employee may be terminated during the term of an annual assignment agreement or contract of employment for just cause as determined by the employing organization. “Just cause” means any failure to meet the job qualifications or to adhere to the duties and responsibilities described in this *Handbook* including, but not limited to:

- a. Employee’s inability to perform essential job functions with or without reasonable accommodations;
- b. Employee’s incompetence or inefficiency as evidenced by job performance evaluations;
- c. Employee’s indifference to the welfare of students;
- d. Employee’s lack of cooperation with administration and supervisors;
- e. Conflicting interpersonal relationships;
- f. Employee’s failure to comply with the working policies of the Church or Conference policies and regulations;
- g. Insubordination or failure to follow a supervisor’s reasonable orders, directives, and recommendations, direct or implied;
- h. Immoral or unsatisfactory personal conduct that is not in accordance with the principles of the Church;
- i. Committing, aiding, advocating or being convicted of any felony, or any crime involving moral turpitude whether a misdemeanor or felony;
- j. Persistence in advocating, practicing, and teaching beliefs or philosophy that is contrary to the standards and doctrines of the Church;
- k. Failure to maintain accepted standards of the Church;
- l. Use of alcohol, tobacco, or the illegal use of drugs;
- m. Social or moral problems that make employees unfit to instruct or associate with children and youth;
- n. Conviction of sexual or physical abuse charges;

- o. Membership in any organization advocating the overthrow of the government by force or subversion;
- p. Theft or dishonesty;
- q. Excessive absenteeism or tardiness regardless of the reason;
- r. Failure to maintain a current denominational teaching certificate.

2. *Termination of Probationary Employees*

A probationary employee is employed at will and may be terminated at any time for any reason.

230 Suspension

1. *Definition*

Suspension is the immediate temporary removal of an employee from duty. The superintendent or senior academy principal may take action to suspend for any reason identified in Section 225 of this *Handbook*. A suspension may be with or without pay, as determined by the superintendent or principal in light of surrounding circumstances. A suspension may be imposed either as discipline for conduct not deemed serious enough under the circumstances to warrant termination or as a prelude to potential termination in order to afford additional time to investigate surrounding circumstances.

2. *Procedure*

- a. The superintendent or senior academy principal will give the employee written notice of the suspension and of the employee's right to a review hearing before the employing organization at a reasonable time and place designated by the employing organization.
- b. Failure by the employee to appear before the review hearing at the time and place announced may result in termination.
- c. A suspension will not exceed 30 days.

235 Nonrenewal

1. *Definition*—The employing organization may elect not to renew a regular appointment employee's annual assignment agreement at the end of the agreement. Such nonrenewal ends the employment relationship unless the employing organization elects to re-employ the employee on probationary status under Section 175 of this *Handbook*. The employing organization must provide written notice of its intention not to renew the annual assignment agreement, and of the reasons for that decision, by April 1.

2. *Reasons*—A decision not to renew a regular appointment employee's annual assignment agreement may be made for the following reasons:
 - a. Insufficient or declining enrollment;
 - b. Lack of funds;
 - c. Any ground identified in Section 225 of this *Handbook*;
 - d. Any legitimate business interest or educational interest of the employing organization.

240 Procedure for Termination or Nonrenewal of Non-probationary Employees

The employing organization will follow this procedure when terminating a regular or transfer appointment employee or an intern employee during the term of the employee's contract or annual assignment agreement or when not renewing a regular appointment employee's annual assignment agreement at the end of such agreement:

1. The local school or academy board chair must notify the superintendent of the board's wish to recommend termination or nonrenewal. The Office of Education must be represented when the board discusses the possibility of recommending that a regular appointment employee be terminated during the term of his/her annual assignment agreement.
2. The Conference K-12 Board of Education makes the final decision about termination or nonrenewal upon the recommendation of the local school or academy board.
3. The superintendent or designee will give written notice of termination or nonrenewal to the employee (notice of nonrenewal must be given by April 1). The notice will contain the following information:
 - a. Reasons for the action;
 - b. The effective date of the termination or nonrenewal;
 - c. The date of the last salary payment.

The notice will also inform the employee of the right to appeal within 30 days of receiving the notice.

245 Suspension or Revocation of Teaching Credentials

1. *Authority*—The Columbia Union Office of Education, in consultation with the Conference Office of Education, may suspend or revoke a teaching certificate for any of the following reasons:

- a. Any ground for termination under Section 225 of this *Handbook*;
- b. If the employee prematurely terminates an employment contract or annual assignment agreement without the employing organization's consent;
- c. If the employee resigns and fails to repay money owed to the employing organization such as, but not limited to, advanced salary; unamortized graduate study assistance; unamortized moving and housing expenses.

2. *Procedure*

- a. The superintendent will notify the employee in writing of the proposed suspension or revocation, including the right to a hearing by the Conference K-12 Board of Education;
- b. The superintendent will recommend suspension or revocation to the Conference K-12 Board of Education;
- c. Upon Conference K-12 Board of Education approval, the superintendent will send a formal request for suspension or revocation, with supporting documentation, to the Columbia Union Office of Education;
- d. The Union Vice President for Education will notify the employee in writing of the formal request, including the right to a hearing by the Columbia Union Office of Education;
- e. The Columbia Union Office of Education will make the final decision, including the duration of any suspension or revocation.

- 3. The employee may request that the Columbia Union Office of Education reinstate the certificate after the passage of 90 days following the decision.

250 Procedures for Settling Terminations

An employee who is terminated or whose annual assignment agreement is not renewed and who is not immediately employed or offered employment thereafter in some other denominational position, or who does not qualify for state unemployment compensation

benefits, may be eligible for a termination settlement if the conditions of this Section have been met.

1. *Eligible employees*

- a. Regular full-time employees who have:
 - (1) At least two years of denominational employment; and

(2) Are not ineligible under the provisions of paragraph 2 below.

- b. Surviving spouse and dependent children of a full-time employee who would have qualified under this paragraph but who died while in active employment.
- c. The surviving dependent parent of an unmarried full-time employee who would have qualified under this paragraph but who died while in active employment.

2. *Ineligible Employees*

Employees and surviving spouse, dependent children, and surviving dependent parents of the following:

- a. Employees who voluntarily terminate employment or terminate while on or immediately following a leave of absence.
- b. Employees whose employing organization made other unemployment provisions such as state unemployment insurance.
- c. Employees who are terminated because they do not accept reassignment in the same organization or do not interview or accept a call to another denominational organization in an area of service for which they are qualified through training or experience.
- d. Employees who are terminated for criminal conduct.

3. *Eligibility Requirements*

A termination settlement *may* be granted provided the employee meets at least one of the following conditions and is not eliminated under paragraph 2 above.

- a. *Dismissed employees*—Those who have been terminated or nonrenewed by the Conference K-12 Board of Education.
- b. *Medically disabled employees*—Those who are no longer able to continue because of medical disabilities confirmed by appropriate medical certification and the appropriate controlling denominational committee. The employee must also not be eligible for disability retirement benefits.
- c. *Counseled to resign*—Those whose employing organization has counseled them to resign.
- d. *Ineligible for retirement benefits*—Those who have been employed until age 65 or beyond but are not eligible for retirement benefits.
- e. *Closure of employing organization*—Those whose employing organization is

closing or moving to another location and the employee is not able to continue employment.

- f. *Financial emergency*—Those whose employing organization must reduce staff because of financial stress.

4. *Service Records*

- a. *Termination settlement*—Employing organizations will note the record of the termination settlement on the employee's service record. This will not cancel any part of the employee's service credit, however.
- b. *Further settlements*—Employees who have received termination settlements may reenter denominational employment at a later date. Further termination settlements will be based on the service accrued following the date of the previous termination settlement.
- c. *Retirement allowance*—Employees who receive termination settlements and later return to denominational employment will be eligible for only a retirement allowance based on the years of service credit earned after settlement.
- d. *No additional service credit*—The settlement will not add service credit to the employee's service record.

5. *Termination Settlement*

- a. The settlement shall be a payment equal to 25 percent of one month's remuneration excluding area travel and all other allowances for the years of denominational service credit. No more than 20 years of full-time service shall be counted. (In the case of a surviving dependent parent, no more than five 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. A benefit paid from the Employee Survivor Benefit Plan will in no way affect this settlement.
- c. 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 for continued hospitalization and medical benefits; provided that such assistance will be granted only in the case of illness or accident. Non-emergency medical, dental, and optical care is specifically excluded. The assistance will continue for a period of two months or until the employee has obtained health-assistance coverage, whichever comes first, or as required by state or federal law.
- d. Employees with less than two years of denominational service are ineligible for a settlement.

- e. To receive settlement benefits the employee must execute a release of the employing organization from any claims or liability arising from or relating to the employee's employment or employment agreement. This release will be made on a form acceptable to the employing organization. If the employee does not sign the release within 30 days after removal from the payroll for regular remuneration, including accrued vacation, the employee will forfeit all settlement funds; provided, however, that employees age 40 and above may take up to 21 days from receipt of the release to decide whether to accept even if that time period extends this 30-day time limit.

255 Reduction in Force

Notwithstanding any other provision of this *Handbook*, the employing organization may make a reasonable reduction in force among certificated employees assigned to a particular school or academy by reason of financial exigency or any other circumstance that was not reasonably foreseeable when hiring decisions were made

1. The certificated employees who remain following the reduction in force must have the personal and professional qualifications and skills necessary to permit the school or academy to function effectively with the restructured staff.
2. The employing organization will furnish affected employee(s) with written notice of layoff as far in advance of the layoff as is reasonably feasible under the circumstances.
3. A local school board or academy board that perceives a potential need for a reduction in force is responsible for alerting the superintendent of that fact promptly. The superintendent will give assistance in evaluating the particular circumstances and identifying those employees who will be affected.

260 Financial Exigency for Schools

In the event of an unforeseen economic situation, which seriously jeopardizes the operation of a local school and leaves the closing of the school as the only alternative, the local school board, with a representative from the Conference Office of Education present may, by a two-thirds vote of all elected board members, request the Conference Office of Education to declare a financial exigency for the school. The K-12 Board of Education must then consider the request within 15 days.

If the K-12 Board of Education declares a financial exigency, all employee contracts for that school will be canceled or renegotiated within 30 days. An effort will be made by the employing organization to transfer and relocate employees thus affected. The employees would not forfeit termination pay provisions if they meet the eligibility requirements as specified by policy.

Teaching Loads and Duties

275 Assigned Teaching and Co-curricular Responsibilities

Personnel will be assigned responsibilities based on professional preparation, experience, and personal qualifications. The following guidelines govern assignments in the conventional school curriculum.

1. *Kindergarten*

- a. Kindergartens in multi-grade classrooms are limited to a K, 1 or K, 1, 2 program with a certificated teacher. Additional grade levels may be added only if a full-time teaching assistant is approved by the Conference Office of Education and a separate area for instruction is provided while the kindergarten students are present. The kindergarten assistant will work under the direct supervision of the certificated teachers.
- b. Two daily kindergarten sessions (morning and afternoon) will be considered a full-time load for kindergarten teachers. Where a school has only one session (morning or afternoon), additional duties equivalent to those of other faculty members will be assigned by the principal for a teacher to be classified full-time.

2. *Elementary School*

Six grades is the recommended maximum load for an elementary school teacher. Pupil-teacher ratios: The following are recommended maximum pupil-teacher ratios for grades 1-8:

	<i>No teacher assistant</i>	<i>With teacher assistant</i>
1 teacher: 6 grades – with 1 st grade	12	18
1 teacher: 6 grades – no 1 st grade	15	20
1 teacher: 4 grades – grades 1-4	15	20
1 teacher: 4 grades – grades 5-8	18	25
1 teacher: 2 grades – with 1 st grade	18	24
1 teacher: 2 grades – grades 2-8	22	27
1 teacher: 1 grade – grades 1-8	25	28
1 teacher: 1 grade – kindergarten	18	25

Enrollment above these maximums may require additional staff. Local school boards may need to lower these ratios when the classroom has an unusual proportion of students with varied learning abilities and styles, or a large number of primary (grades 1-3) students.

3. *Junior Academy*

Six subject preparations per day is the recommended maximum load for a junior academy teacher.

In a departmentalized program, the following elementary subject areas will be considered equivalent with secondary subjects when determining teacher load: Bible, language arts, math, science, and social studies.

Supervisory and co-curricular duties will be assigned by the principal as part of the teacher's professional responsibilities.

4. *Senior Academy*

The recommended maximum load for a full-time senior academy teacher is six subject preparations or six presentations per day. Each teacher should be allowed one preparation period per day.

Supervisory and co-curricular duties will be assigned by the principal as part of the teacher's professional responsibilities. If a teacher is asked to assume two *major* committee or sponsorship responsibilities, the maximum number of classes should be reduced by one. The term "major responsibility" includes sponsorships such as senior or junior class sponsor, student association, school paper, yearbook, and number of committees chaired and laboratory courses taught.

In assessing a teacher's load, the following factors will be considered:

- a. Number of classes taught daily;
- b. Length of class periods;
- c. Total number of students in classes;
- d. Total number of students taught daily;
- e. Number of preparations each day and number of class assignments required for the courses;
- f. Other responsibilities assigned by the administration.

5. *Teacher's Hours at School*

- a. Elementary school and junior academy teachers will conduct a full school program every school day. Exceptions must be made by the principal or local school board chair. The minimum number of instructional days is 180.
- b. Teachers will arrive at school no later than 30 minutes prior to the opening of school and remain at least 30 minutes after the close of the school day.

- c. Teachers will not leave school premises during the school day except by arrangement with the principal or local school board chair.

Full-time Teachers with Major Administrative Responsibilities

280 Definition

Some teachers in K-10 schools will be designated as principal or head teacher and also serve as full-time teachers. This means they will teach at least two-thirds time.

285 Employee Relationship

The employee relationship of full-time teachers with major administrative responsibilities is viewed as instructional (with the same employee rights and obligations that teachers possess), not full-time administrative. If such employees have obtained regular appointment status as teachers, they retain this status in the school as teachers but not administrators.

290 Evaluation

Full-time teachers with major administrative responsibilities will be evaluated for teaching performance according to policy. There may also be an annual evaluation of job performance as an administrator by the Conference Office of Education.

295 Employment Status

If the Conference Office of Education, in conjunction with the local school board, determines, on the basis of written job performance evaluations, that a change in administrative personnel is necessary, the teacher continues to possess all employee rights as a teacher.

Administrative Personnel

300 **Qualifications**

Administrative personnel must meet the spiritual, civic, and personal qualifications that appear in Section 125 of this *Handbook* with respect to instructional personnel and, in addition, will maintain administrative qualifications and credentials as required by the Union and the employing organization and show adequate preparation for the assigned administrative responsibilities.

305 **Administrative Personnel**

The organization for administrative services will depend on the size and type of school. Responsibilities specified in this *Handbook* are assigned to appropriate administrators by the local school or academy board. The administrative structure will include the following classifications as needed:

1. *Administrators*

a. *Principal*

The principal is the chief executive officer responsible for both the instructional and financial operation of the school. The term “principal” is used when there are three or more teachers (including the principal). In a small elementary school or junior academy with at least three teachers, the general practice is to appoint a teaching principal who is charged with performing the duties of a principal in addition to teaching assignments established by the local school board and the Conference office of Education.

b. *Vice Principal*

The local school board may designate an individual as vice principal to assist in performing duties specifically assigned by the principal or school board.

c. *Head Teacher*

The Conference K-12 Board of Education will designate a “head teacher” in schools with only one or two teachers. The head teacher is the chief administrator of the school with responsibilities that are detailed and defined by the superintendent in conjunction with the local school board. The responsibilities of a principal and head teacher are generally the same.

2. *Business/Financial*

a. *Business Manager*

The business manager, as the school's financial officer, has the following responsibilities: financial planning and budgeting, cost-control management, purchasing, accounts receivable control, and coordination. The business manager reports to the principal.

b. *Treasurer*

The treasurer generally does not have managerial or discretionary responsibilities. As an accountant, the treasurer records, classifies and summarizes the school's business transactions. The treasurer receipts, deposits, and disburses school funds, as directed by the finance committee through the principal. The treasurer is a classified employee.

c. *Accountant-Cashier*

The accountant-cashier records the school's business transactions. This includes receipting and disbursing school funds at the direction of the finance committee through the business manager. The business manager may assign other duties to the accountant-cashier, who is a classified employee.

3. *Student Services*

a. Residence Hall Dean

The residence hall dean is responsible for maintaining the residence hall (dormitory) as a respectable home for student residents, providing services for the student's spiritual and social maturation, and serving as parent-counselor to student residents.

b. Director of Health Services

The director of health services is responsible for organizing a student health care program in harmony with state regulations and requirements established by the employing organization. Complete health records including records of medical examinations will be maintained. The director will have appropriate professional qualifications.

4. *Registrar*

The registrar is responsible for the academic and attendance records of the school. The registrar will evaluate transcripts, work with students to ensure that all graduation requirements are being met, and verify a student's right to graduate. If a registrar does not meet the criteria for a salaried administrative employee under the Fair Labor Standards Act of 1938, as amended, the individual will be considered a classified employee, not an administrator.

310 Certification for Academy Registrars

1. The Union Office of Education, through the Union Certification Committee, will issue a

certification certificate to qualified registrars.

2. Certification will be for a three-year period and can be renewed upon recommendations from the superintendent or academy principal.
3. The certificate will have endorsements in administrative academic services and computer applications.
4. The “qualifying experience” criteria for the designated subjects/services certificates, contained in the NAD Certification Manual, will be used as a basis for determining qualifications.

315 Administrative Job Descriptions

The school or board, in consultation with the principal and the Conference Office of Education and K-12 Board of Education, will prepare written job descriptions for all administrative personnel. The job description will be used in evaluating employee performance.

320 Duties of the Principal/Head Teacher

The following duties generally describe the major responsibilities of the principal. The Conference Office of Education, in conjunction with the local school board, will determine the major responsibilities of a head teacher or teaching principal.

1. Spiritual Leadership

To provide leadership to the school's religious program, activities, and the development of a positive spiritual climate.

2. Board Responsibilities

- a. To serve as executive secretary of the board;
- b. To serve as the chair or designate a chair for each of the following committees if the committees have been appointed by the school:
 - (1) Staff/faculty meetings;
 - (2) Administrative council;
 - (3) Admission's committee;
 - (4) Government committee;
 - (5) Curriculum committee;
 - (6) Others as needed.

3. *Conference Responsibilities*

- a. To serve as agent of the local school board in administering the school following Union policies and this *Handbook* and any additional policies adopted by the Conference K-12 Board of Education and local school board.
- b. To carry out the requirements of the school calendar and daily schedule, permitting no variations regarding holidays, length of school year, minimum day sessions, etc., without written approval from the local school board and the Conference Office of Education.
- c. To prepare and forward reports that are required by the Conference Office of Education, Columbia Union Office of Education and North American Division Office of Education, and local/state governments.
- d. To provide leadership in preparing the self-study report required by the local school evaluation process in cooperation with the Conference and Union Offices of Education and other regional/state accrediting and chartering bodies.

4. *Community Relations*

- a. To develop and maintain positive community relations. To represent the school as its official spokesperson, in cooperation with the local school board chair, to the patrons of the school, the school board and the public in general.
- b. To acquaint parents and other patrons with policies and procedures appropriate to the operation of the school.
- c. To establish and maintain effective working relationships with public school officials and civic leaders.
- d. To work closely with church pastor(s) in further strengthening the school's program.

5. *Curriculum and Instruction*

- a. To provide leadership in the development and implementation of the curriculum, in consultation with the Conference Office of Education.
- b. To organize and supervise the staff, in counsel with the Conference Office of Education. In schools with full-time principals, the following duties will normally be carried out by the principal or vice principal; in smaller schools, the Conference Office of Education bears a major responsibility for these duties:
 - (1) Regular classroom visitations for purpose of evaluation and accountability;
 - (2) Formal, written teacher evaluations;

- (3) Conferences with teachers;
 - (4) Curriculum planning with individual teachers, departments, and the faculty;
 - (5) Assistance in classroom management;
 - (6) Assistance in developing course objectives and teaching plans;
 - (7) Staff development and professional growth activities for the staff.
- c. To plan regularly scheduled staff/faculty meetings.
 - d. To oversee co-curricular programs and off-campus activities and tours.

6. *Financial Management*

To serve as final financial authority and to operate the school on a sound financial basis within the approved budget.

7. *General School Administration*

- a. To be responsible for developing and maintaining an adequate record-keeping system to ensure the security of all school and board records including:
 - (1) Student academic, health, immunization, and attendance records;
 - (2) Minutes of faculty meetings and faculty committees;
 - (3) Minutes of the local school board and board committee meetings.
- b. To maintain attendance records in accordance with state regulations. Names of students, who discontinue attendance and whose transfer records are not requested within two weeks, must be reported to the attendance officer of the public school system.
- c. To assist in the recruitment of students.
- d. To maintain student conduct consistent with guidelines set by the Conference K-12 Board of Education and specific regulations adopted by the local school board.
- e. To arrange for the preparation of the annual school bulletin/handbook.
- f. To plan adequate supervision for all activities during school hours and school events.

8. *Personnel Management*

- a. To implement employment policies as outlined in this *Handbook*.

- b. To collaborate with the superintendent in assigning teaching responsibilities and other duties to members of the school staff.

9. *School Plant*

- a. To inspect and ensure the maintenance of buildings, grounds, and equipment for operating efficiency and to provide for safety of operation throughout the school plant.
- b. To serve as agent of the local school board in equipping the school and overseeing maintenance of the school plant.
- c. To conduct regular fire, tornado and disaster drills.
- d. To develop an emergency preparedness plan.

325 Work Load: Senior Academy Principals

Senior academy principals should not teach any classes in order to devote full-time attention to administrative duties.

330 Work Load: Elementary Principals

Elementary school principals should not be required to carry more than a 3/4 teaching load if there are 75-100 students and/or four other teachers; 1/2 teaching load if there are 100-150 students and/or six other teachers; 1/4 teaching load if there are 150 students and eight other teachers.

335 Work Load: Junior Academy Principals

Junior academy principals should not be required to teach more than four secondary units or the elementary equivalent. Where there are 75-100 students and/or four other teachers, principals should not be required to teach more than three secondary units or the elementary equivalent; where there are more than 100 students and six or more other teachers, principals should not be required to teach more than two secondary units or the elementary equivalent.

Term-Status Employment for Full-Time Administrative Positions and Salaried Classified Employees

350 General Policies

Unless otherwise specified or revealed by context, all policies in this *Handbook* apply to full-time administrators and salaried classified employees on term-status employment.

355 Definition

Term-status employees are full-time administrators or salaried classified employees employed for a specified term not to exceed three years.

Full-time administrators are individuals assigned to administrative responsibilities by the employing organization for at least two-thirds time.

360 Employment Categories with Term Status

Persons in the following full-time administrative positions have term-status employment:

- a. Principal;
- b. Vice principal;
- c. Business manager;
- d. Treasurer;
- e. Residence hall deans;
- f. Registrar (if meeting criteria in Section 305 of this *Handbook*);
- g. Director of health services.

The following are examples of salaried classified employees with term-status employment:

- a. Industrial manager;
- b. Service department head;
- c. Director of food service.

365 Length of Term

The Conference K-12 Board of Education, upon recommendation of the local school board, will determine the term for full-time administrators. In the case of senior academy full-time administrators, the senior academy board will recommend the term.

370 Retention of Regular Status

An administrator does not hold regular appointment status for the administrative position but:

1. Retains the status obtained as a teacher prior to term-status employment;
2. Continues such status at the completion of the assignment as an administrator.

375 Evaluation of Administrators on Term Status

Administrators on term-status employment may be evaluated annually on a shared basis by the Conference Office of Education, and, at the discretion of the conference, by the Columbia Union Office of Education.

Competency evidenced by professional evaluation is a condition of continued term employment.

380 Status Change

The status of an administrator on term-status employment may be changed by reason of:

1. Reassignment
2. Resignation
3. Suspension
4. Termination

385 Reassignment

1. *Definition*

A change initiated by an administrator or the employing organization at any time during the term of employment that results in removal from an administrative position and reassignment to another position in the school or another school or conference that does not involve administrative duties.

2. *Reasons for Reassignment*

Reassignment may be initiated for reasons such as, but not limited to:

- a. Failure to fulfill the duties and responsibilities in the job description or as detailed in this *Handbook*;
- b. Unsatisfactory performance in the current position as determined by the Conference Office of Education through regular evaluation and in consultation with the local school board;
- c. Conflicting interpersonal relationships;
- d. Insufficient student enrollment or funds;
- e. Any legitimate business or educational interest of the Conference K- 12 Board of Education or senior academy board.

3. *Procedure*

- a. The superintendent or the principal, whoever is the immediate supervisor, will give written notice, including the reasons for reassignment, to the administrator.
- b. The local school board may, with the superintendent or designee present, take an action to request the Conference K-12 Board of Education for approval to reassign the administrator. In the case of senior academies, the academy board will have the right to take action.
- c. The Conference K-12 Board of Education will ratify the recommendation in the case of K-10 administrators.
- d. The superintendent or principal, whoever is the immediate supervisor, will notify the administrator in person and in writing of the Conference K-12 Board of Education's or the academy board's action within ten days. The notice will include information on the right to appeal the decision under Section 725 of this *Handbook*.

4. *Appeal*

Administrators who are reassigned under this Section will be bound by the conciliation procedure appearing in Section 725 of this *Handbook*.

5. *Miscellaneous Provisions*

a. Employment Status

When the Conference K-12 Board of Education or academy board reassigns an administrator to a position that requires certification, the assignment reinstates the

administrator's employment status prior to having been given administrative term status.

b. Salary

The salary (excluding the administrative allowance) for the remainder of the term is unaffected if the administrator qualifies for or has achieved regular appointment status and accepts an assignment on the twelve-month employment plan.

390 Resignation

1. *Definition*

Resignation is the voluntary termination of employment at the close of the school year or within the school year by an administrator with or without the employing organization's consent.

2. *Procedure*

- a. The administrator will submit written notice of resignation to the superintendent of schools (and local school board chair) or senior academy principal, whoever is the immediate supervisor. The administrator must give notice according to policy or in time to allow sufficient time for the employing organization to obtain a suitable replacement.
- b. The local school board or academy board, whichever is applicable, will take action to accept or reject the resignation. The superintendent or designee should be present when such action is taken. The board secretary will record the action in the board's minutes. The school board's recommendation will be forwarded to the Conference Office of Education. The superintendent will present the recommendation to the Conference K-12 Board of Education for final action.
- c. Acceptance of the resignation will not be deemed a waiver of any contractual obligations by either party.
- d. The administrator will repay any money owed to the employing organization, such as but not limited to: advanced salary, unamortized graduate study assistance, unamortized moving expenses, and other expenses incurred by the employing organization because of the resignation.
- e. The employing organization will pay any money due the employee, such as but not limited to: salary, medical, and educational scholarships.

3. *Resignation without consent within the school year*

- a. Conferences and academies within the Union will not employ administrators who resign without the consent of their employing organizations unless they have

received written consent of the superintendent in the conference where the resignation was tendered.

- b. The superintendent or senior academy principal or immediate supervisor of the administrator in the conference where the administrator is seeking employment is responsible for negotiations with the former employing organization.

395 Suspension

An administrator may be suspended in accordance with the provisions appearing in Section 230 of this *Handbook*.

400 Termination

1. *“Just cause” reasons for termination*

An administrator may be terminated at any time for just cause as determined by the employing organization. The severance pay policy appearing in Section 250 of this *Handbook* will be applied to terminated administrators. "Just cause" means any failure to meet the qualifications or to adhere to the duties and responsibilities described in this *Handbook* including, but not limited to:

- a. Any ground identified in Section 225 of this *Handbook*;
- b. Employee's lack of cooperation with administrators or supervisors;
- c. Conflicting interpersonal relationships with one or more of the administrator's constituencies: superintendent(s), colleagues, teachers and staff, board, parents, or students.

2. *Administrative reasons for termination*

A term-status employee with a term lasting more than one school year may be terminated at the end of the current school year for administrative reasons. If termination takes place before the end of the current school year for administrative reasons, the employing organization will pay all salary and benefits until the end of the school year at which time the severance pay policy as outlined in Section 250 of this *Handbook* will go into effect; provided, however, that the severance pay policy will not go into effect if the administrative reason for termination is conflicting interpersonal relationships. For administrators terminated for administrative reasons, the employing organization will make a reasonable effort to assist in securing other comparable denominational employment. No obligation is implied by such voluntary assistance. Administrative reasons for termination include, but are not limited to:

- a. Insufficient or declining student enrollment;
- b. Lack of funds;

- c. Conflicting interpersonal relationships;
- d. Any legitimate business or educational interest of the Conference K-12 Board of Education and/or senior academy board.

4. *Procedure*

- a. If a local school board wants to recommend termination of an administrator, the board chair must notify the superintendent of the proposed action. The superintendent or designee must be present when the board considers a recommendation for terminating an administrator.
- b. The superintendent will give the administrator written notice of the recommendation to terminate. This notice will include the reasons for the recommendation.
- c. The Conference K-12 Board of Education will act on the recommendation to terminate. The superintendent will notify the administrator, in writing, within 10 days of the action. The notice will include information on the right to appeal the decision under Section 725 of this *Handbook*.
- d. The senior academy principal or academy board chair will notify academy administrators, in writing, of the board's intention to terminate. The immediate supervisor will notify the administrator, in writing, within ten days of the action. The notice will include information on the right to appeal the decision under Section 725 of this *Handbook*.

5. *Appeal*

Administrators who are terminated under this Section will be bound by the conciliation procedure appearing in Section 725 of this *Handbook*.

Salaries

425 Remuneration of Certificated Personnel

The Conference Office of Education and academies determine salary rates for certificated employees in accordance with Union Wage Scale and applicable federal and state laws. The remuneration factor and the implementation of the cost-of-living granted to the employee (COLA) include provision for housing. The full implementation of the Relocation Assessor published by the Economic Research Institute, Inc., (ERI) provides the employee with adequate housing allowance. No additional housing allowance may be granted except as provided in 555 – Dual Housing Allowance.

430 Certification Policies in Relation to Salary

Employees' credentials and years of service determine salaries. Employees are responsible for securing appropriate credentials.

1. *Salary Step Placement*—Salary step placement is based on the denominational teaching credential currently held and years of service. Changes in salary become effective on the first day of the calendar month after employees present credentials to their employing organization that show eligibility for a step change. Delay due to no fault of the employee will not incur loss of payment.
2. *Conditional Certificate is Minimal*—All full-time teachers must qualify for the Conditional Certificate at a minimum. They are expected to meet the requirements for renewal until the criteria for a Basic or Standard Certificate are met. The maximum pay for such a teacher will be that of a “Teacher with a B.A. but no Basic or Standard Certificate” as specified in the *Union Wage Scale*.
3. *Lapsed Certification*—Employees who allow certification to expire may be terminated, or, in lieu of termination, placed on probation. If continued as a probationary employee, salary will be reduced one level in the scale for each year on probation. (For example, in the first year of probation, salary will be reduced one level; in the second year of probation, the salary will be reduced another level, meaning a two-step reduction from the year in which certification expired.)
4. *Designated Subject Certificate*—The Designated Subjects/Services Certificate may be granted to part-time teachers.

435 Payment Plans

The following payment plans apply:

1. *12-month Assignment*

Non-probationary employees assigned on a 12-month basis will receive regular salary payments based on established annual salary rates.

2. *10-month Assignment*

Non-probationary 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, such employees will be employed for a 10-month assignment. Exceptions will be determined by the employing organization.

The 10-month assignment plan is available only to contractual, full-time instructional personnel. It does not generally include administrative or auxiliary personnel and does not apply to probationary employees. Eligible employees on 10-month assignment are entitled to all employee benefits.

3. *Probationary Employees*

Probationary employees will receive salary payments either on a 10- or a 12-month salary rate depending on the type of position held. Probationary employees are entitled to all employee benefits, but only during the course of their employment.

4. *Special Denominational Projects*

Employees on 10-month assignment may be employed on special denominational projects when not under the direction of the school principal or superintendent.

5. *Outside Employment*

All full-time regular employees will not engage in any outside employment or educational matriculation that will interfere with performing the job for which the employee has been hired.

440 Delayed Hiring

Employees on 10-month assignment will be paid proportionately to the number of weeks actually employed if they report after the designated report-to-work date.

Benefits

450 Vacations and Holidays for Certificated Employees

1. *Vacations*

- a. Employees on a 10-month assignment have vacation and holidays included in this time period. Employees on a 10-month assignment who have nine or more years of denominational service will receive one extra week's salary package beyond ten months. This extra week's salary will be calculated on the basis of the full 12-month wage scale.
- b. Employees on a 12-month assignment have vacation on the following basis:
 - (1) Two weeks annual vacation after one full year of service;
 - (2) Employees begin to accrue vacation at the three and four week rates after completing four and nine years of denominational service or in harmony with mandated government requirements;
 - (3) Employees will take two weeks of vacation during the 10-month school year. If employees have additional vacation, they will take the balance during the summer.
 - (4) Vacation time may only be earned and accumulated from year to year up to a maximum of 150 percent of the annual vacation entitlement including current year accruals.

2. *Paid Holidays*

The number of paid holidays granted in any year will be limited to those voted by the Conference K-12 Board of Education.

3. *Basis for Vacations for Those Who Enter Employment from Other Organizations*

Persons who become denominational employees after several years of experience in a type of work that enhances their ability to function more effectively for the Church may be granted one year of credit toward vacation accrual for each two years of such prior service.

455 Social Security

All educational personnel (except licensed or ordained ministers) are covered by Social Security through their respective employing organizations. The employee and organization make the contributions required by government regulations.

Licensed or ordained ministers are responsible for paying Social Security as self-employed persons. As ordained ministers, they are eligible for the parsonage expense exclusion when

reporting for income tax purposes.

460 Health Care Assistance

Employees are granted health care assistance to help cover such expenses as hospital-ization, catastrophic health care coverage, doctors' visits, pharmaceuticals, dental and optical care, and other medical costs. The employing organization provides each employee, in writing, with the specific health care assistance program in effect. This program will also define such items as spouse or children's benefits, and policies on maternity leave, elective, plastic and cosmetic surgery, physiotherapy, chiropractic care, speech-language pathology, rhinoplasty, dermatology, reconstructive surgery, orthopedic shoes and physical examinations. Methods for reimbursement should be clearly outlined. Employees may be expected to cover a percentage of the health care package through monthly payroll deductions and/or by paying a percentage of the medical costs.

465 Adoption Expense

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

470 Tuition Assistance for Children of Employees

1. Eligible Employees

Employees in administrative, professional, and supervisory positions (those exempt from Federal and state wage and hour laws) are expected to send their children to Adventist schools. Employing organizations will provide tuition assistance to employees classified as regular and full-time for their children who are enrolled in Adventist schools on the elementary, secondary, or liberal arts college levels, or technical or professional schools on the undergraduate levels, or a fifth year of college or graduate work required to secure teaching credentials.

2. No Assistance

Employees who are not exempt from Federal and state wage and hour laws are also encouraged to send their children to Adventist schools. No tuition assistance is provided to children of employees who are not exempt from Federal or state wage and hour laws and who are employed by denominationally owned, but unrelated, business operations (as defined by the Internal Revenue Service).

3. Students Eligible for Tuition Assistance

To be eligible for tuition assistance the student must be:

- a. An unmarried dependent of the employee;

- b. Less than 24 years of age unless the student has given compulsory military service, volunteer service for the Church, or has a documented medical consideration;
- c. Eligible to be claimed as a dependent on the employee's income tax return;
- d. Born to, or legally adopted by, the employee or spouse or a stepchild by marriage receiving more than 50 percent of support from the new family unit.

4. *Students Eligible in Divorce and Remarriage Situations*

To be eligible for tuition assistance the student must be:

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

5. *Students Not Eligible for Tuition Assistance*

An unmarried child not under the custody of the employee and not eligible to be claimed as a dependent on the employee's tax return is not eligible for assistance. An exception may be made if the employee has assumed full responsibility for a child's educational expenses in a Church school.

6. *Assistance*

The employing organization may provide assistance of up to 70 percent of the tuition and all required fees for dormitory students, and up to 35 percent for non-dormitory students. Assistance on the academy or college level, including college credits earned at the academy, should be calculated on the gross charges for tuition and required fees, according to the current bulletin, before family or other discounts granted by the school.

In cases where an employee's local church provides a subsidy to cover the differential between constituent and nonconstituent tuition rates, the tuition assistance will be based on the net tuition expense to the employee. This will not include charges for private music lessons except where such lessons are required for credit toward music majors or minors, in which case the above percentages may be applied on the basis of the tuition ordinarily charged for an equivalent number of credit hours.

7. *Professional Programs*

Assistance provided for professional programs in medicine or dentistry for students who have not completed their undergraduate studies will be based on, and will not exceed, the normal tuition costs for a maximum number of semesters or quarters as provided in the provisions of this Section.

8. *Limitation on Assistance*

Assistance will continue until an undergraduate course of studies is completed or for a maximum of nine semesters or 13 quarters of undergraduate studies. An additional two semesters or three quarters may be granted only to complete graduate work necessary to secure teaching credentials. The employing organization may also grant assistance of up to an additional two semesters or three quarters for valid undergraduate programs that require a fifth year for graduation.

9. *Summer Sessions*

Students who attend summer sessions will be eligible for tuition assistance. Such attendance will not count against the maximum semesters or quarters referred to in the provisions of this Section.

10. *Method of Payment*

Assistance for students enrolled in an academy or college will be made directly to the school. Organizations providing assistance will make the appropriate arrangement for students attending elementary and intermediate school.

11. *Division of Assistance*

When both parents or legal guardians are denominationally employed by separate organizations and both provide tuition assistance according to this policy, each organization will be responsible for one-half of the tuition assistance. The method of paying and dividing the cost will be mutually agreed on by the organizations concerned. Only one tuition assistance will be provided per student.

12. *Attending Schools Outside the NAD*

Children independently attending Adventist colleges outside North America may be granted tuition assistance amounting to 70% of actual tuition, provided the amount of assistance is not greater than the amount they would receive if attending Columbia Union College.

- a. Adventist Colleges Abroad students will receive tuition assistance based on the cost of tuition at the home campus where they are registered.
- b. Tuition assistance for studies through Home Study International is given after the course has been completed. Tuition assistance is provided on credits that are earned through the College Level Examination Program. The assistance on both is 35 percent whether or not the student is residing in a school dormitory.

13. *Exceptions*

This policy is intended to apply only to employees' children who attend Adventist schools. Exceptions may be made as follows if approved by the employing organization:

- a. Attendance at privately operated Adventist schools if the school is approved by the Columbia Union Board of Education.
- b. In cases where an undergraduate-level program of study is not offered in a denominational school in the North American Division, the total assistance will not exceed the amount that would normally be granted for attendance at a denominational school in the student's field of study.

Insurance

490 Automobile Insurance

All employees are required to have automobile insurance providing the following coverage on all owned automobiles:

\$100,000/300,000	Bodily injury liability
or	
\$300,000 single limit	

495 Auto Accident Covered by Insurance

Medical expenses that result from an automobile accident in which another party's insurance covers the cost are not reportable, nor are medical expenses resulting from an accident when one's own insurance covers the cost. This policy applies 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 out-of-pocket expenditures.

Graduate School

500 Summer School Attendance

1. *Underlying Philosophy*

The Conference Office of Education encourages the professional development of educational employees by providing financial assistance to attain post-graduate degrees.

While the Conference Office of Education wishes financial resources existed to support all employee categories to the same extent, recognition is given to varied expectations for different employee groups. A Master's degree is generally considered an acceptable terminal degree for K-12 teachers. It is usually considered more essential for K-12 administrators and Conference and Union Office of Education personnel to possess doctoral degrees. However, it is also recognized that administrators come from the ranks of K-12 teachers who show promise and have been encouraged to earn doctorates in appropriate fields of study.

2. *Financial Assistance*

- a. Employees authorized to take graduate or postgraduate courses with assistance from their employing organization will receive tuition and fees. If the employee is authorized to attend school away from home, one round trip to the nearest Adventist university is allowed plus the equivalent of rent for a dormitory room for the authorized period.

All transcripts must be received by October 15 or the advance for summer school will be deducted from the November payroll.

b. *Master's Thesis Expense*

Two-thirds of the thesis expense or \$400, whichever is less, will be granted to a candidate for a Master's degree. This will cover typing, publishing, computer time, surveys, and other costs directly related to the thesis. All costs above this amount will be paid by the candidate. Time to prepare and complete the thesis is considered part of the summer school expense in the Master's program.

3. *Authorization*

- a. The employing organization grants summer school authorization to elementary and junior academy employees. Senior academy employees receive authorization from their principal.
- b. Employees expecting denominational assistance must receive authorization from the superintendent or academy principal before registering for the program.
- c. Conferences and academies sending employees to summer school will give each employee approval in writing, and will send lists of approved employees to both

the university or college student affairs office and registrar.

4. *Required Summer School Attendance*

All employees holding provisional certificates will be required to secure six additional semester hours of college credit during the summer. These hours must apply toward improving their credentialed status.

5. *Amortization for Master's Degree*

Assistance given during the summer or school year for part-time study on a Master's degree will be amortized by one year of service following the study. Upon receipt of the Master's degree, the employee will be obligated to serve the employing organization for one additional year.

Whatever graduate expense has not been amortized by previous service will be amortized by this one year of service, or it will become the liability of the employee or the calling organization.

505 Extension Classes and Courses Taken in Residence During the School Year

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 contract year must receive authorization from the employing organization.

510 Amortization of Graduate Study Expenses

The Conference and academies will amortize the costs of graduate study on the basis of one year of employment for one year of summer school study. Amortization begins immediately following the summer of study.

The Conference and academies will amortize inservice study during the school term in which employees take the course work unless otherwise mutually agreed. Employees may take a maximum of three semester hours each term during the school year.

Leave Policies

525 Provisions for Special Leaves

Employing organizations may grant certificated personnel the following leaves:

1. *Bereavement*

A leave up to five working days with no loss of salary may be granted to employees in case of death in the immediate family. In unusual circumstances, additional time may be granted at the discretion of the employing organization.

“Immediate family” means parents, spouse, brothers and sisters of either the employee or spouse, children, and grandchildren. Cases involving other near kin may require special consideration. The employing organization will evaluate those cases on an individual basis.

Travel costs incurred as a consequence of bereavement leave will be borne by the employee.

2. *Jury Duty*

Employees selected to serve on jury duty may accept this civic responsibility. However, if selection requires a prolonged absence from the school, the employee should request to be excused.

3. *Personal Leave*

Employees receive up to two personal days per year. The Conference Office of Education will finance the cost of the substitute teacher.

The employee must give the school principal or local school board chair and the Conference Office of Education at least five days advance notice for personal days. Personal days may not be taken in connection with the beginning or end of scheduled vacation periods.

Should an employee take more than two personal days, the employing organization will reduce the employee’s monthly check by the employee’s daily rate for each excess day.

4. *Illness/Disability Leave*

a. Definitions:

(1) Short-term illness leave:

Short-term illness leave is absence from school due to an illness that lasts from one to three days.

(2) Long-term illness leave:

Long-term illness leave is absence from school due to an illness that lasts more than three days.

(3) Unpaid illness leave:

Unpaid illness leave is short-term leave taken after the employee has used the 10 days of paid illness leave.

(4) Extended financial benefits:

Extended financial benefits are benefits approved by the employing organization for unusual circumstances that could create hardships for the employee.

(5) Pregnancy leave:

Pregnancy leave is leave taken because of a pregnancy. It is part of the long-term illness leave available to employees.

(6) Immediate family:

Immediate family means the employee's spouse, children, and parents.

(7) Day:

A "day" under this policy means a day upon which the employee is scheduled to work.

b. Short-term leave:

(1) Employees may use up to 10 days for short-term illness leave during the contract year with no loss in salary.

(2) Employees must use these days for personal illness or illness of an immediate family member.

(3) Short-term leave taken after exhaustion of the 10 days will be taken as unpaid leave.

(4) The school will pay the cost for substitute teachers.

(5) Short-term leave will not be convertible to paid leave or be considered as credit payable at the end of the employee's service.

- (6) The employing organization will not count bereavement leave and jury duty leave as part of any illness leave.

c. Long-term leave:

- (1) Long-term illness leave requires that the employee be under the care of a physician and the employee must present a satisfactory certificate from the physician to qualify for salary payment.
- (2) If the illness goes beyond the limit of available days, the employee may request extended benefits leave.
- (3) An employee has six weeks of long-term leave annually. If an illness is serious or life-threatening, the employee may request extended benefits leave from the superintendent.
- (4) Long-term leave will not be convertible to paid leave or be considered as credit payable at the end of the employee's service.
- (5) The school will pay the cost for substitute teachers for the first three days.

d. Pregnancy leave:

- (1) Pregnancy leave will be granted on the same basis as long-term illness leave according to the Family and Medical Leave Act (FMLA) policy. Employees requesting pregnancy leave will also request FMLA leave. This includes completing the request form, the physician's certification form, and time records (if the employee takes intermittent or reduced-schedule leave).
- (2) Employees are entitled to up to twelve weeks of paid or unpaid leave for the birth of a child. However, once the employee's physician has released the employee from his/her care, if the employee wants to continue FMLA leave, any paid long-term illness leave will be stopped. Both male and female employees may access any applicable paid leave available to them. (See Section 530 of this *Handbook*.)
- (3) An employee returning from pregnancy leave under the FMLA will be entitled to reinstatement in the employee's previous position or a position of equivalent pay, benefits, and other employment terms and conditions. The employing organization will require that the returning employee provide a physician's medical release.

e. Procedure:

- (1) Any leave under this Section must be coordinated with FMLA leave.
- (2) The procedure for requesting FMLA leave appearing in Section 530 of this

Handbook will be followed when requesting disability leave.

- (3) Employees need not report the first three days of illness leave as disability leave. However, if the illness/disability is exceeded, the entire period of disability will be counted toward the six-week maximum allowed for long-term illness leave.

530 Family and Medical Leave Policy

This Family and Medical Leave Act (FMLA) policy outlines the conditions under which employees may request time off with or without pay for a limited period with job and accrued benefits protection. Certain terms that appear in this policy are taken from the FMLA and have the same meaning as under the FMLA.

1. *Definition*—A family or medical leave of absence is defined as an approved absence available to eligible employees for up to 12 weeks of paid (as defined below) or unpaid leave per year under particular circumstances that are critical to the life of a family. Leave may be taken for the following reasons:
 - a. Birth of an employee's child;
 - b. Placement of a child with an employee for adoption or foster care;
 - c. Need for an employee to care for a child, spouse, or parent who has a serious health condition;
 - d. When an employee, because of the employee's own serious health condition, is unable to perform the functions of his/her position.

For purposes of this policy, "year" is defined as the twelve-month period coter-minous with the employee's contract year.

2. *Scope*—The provisions of this Section apply to all family and medical leaves of absence except to the extent leaves are covered under other paid employment benefit plans or policies for any part of the 12 weeks of leave to which employees may be entitled under this policy. For example, employees with time for any of the following paid leaves must use paid leave first and take the remainder, if any, of the 12 weeks as unpaid leave:
 - a. Vacations;
 - b. Disability leave;
 - c. Illness leave; and
 - d. Worker's compensation;
3. *Eligibility*—To be eligible for leave under this Section, employees must have been

employed for at least 12 months in total and must have worked at least 1,250 hours during the 12-month period immediately preceding the beginning of the leave.

4. *Basic Policies and Conditions of Leave—*

- a. Medical certification is required for leave for the employee's own serious health condition or to care for a seriously ill child, spouse, or parent. Copies of the medical certification form may be secured from the Conference Office of Education or the senior academy business office.
- b. A second medical opinion and periodic recertification may be required at the expense of the employing organization. If the first and second opinions differ, the employing organization, at its expense, may require a binding opinion from a third health care provider, approved jointly by the employing organization and the employee.
- c. If medically necessary, leave may be granted on an intermittent or reduced-schedule basis. However, in such cases, the employing organization may require employees to transfer temporarily to an alternative (but equivalent in pay and benefits) position that will better accommodate recurring periods of absence or a reduced schedule.
- d. Spouses who are both employed by the denomination and request leave for the same qualifying event are entitled to a total of 12 weeks of combined leave (not 12 weeks each) for the birth, adoption, or placement of a child for foster care, or for the care of a parent (but not parent-in-law) with a serious health condition.
- e. With respect to intermittent leave, leave on a reduced schedule, or leave near the conclusion of an academic term, the employing organization may utilize the special rules applicable to instructional employees that appear in the FMLA.

5. *Notification and Reporting Requirements—*When the need for leave is foreseeable, such as the birth or adoption of a child or planned medical treatment, the employee must provide 30 days advance notice and make efforts to schedule leave so as not to disrupt school operations. If it is not possible to give 30 days notice, the employee is expected to give as much notice as practicable. In cases of illness, employees on leave will be required to report periodically on their status and intention to return to work.

If an employee fails to give thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the employing organization may deny the request for up to thirty (30) days from the date the employee gives notice in writing.

6. *Status of Employee Benefits During a Leave of Absence—*While the employee is on leave, the employing organization will continue the employee's health-care benefits. The benefits will continue at the same level and under the same conditions as applied before the employee began the leave.

If the employee had opted-in eligible dependents and spouse for health-care benefits, the employing organization will continue to make payroll deductions for the premium while the employee is on paid leave. While on unpaid leave, the employee must continue making this payment. Payment must be made in a timely manner to the treasury department. Should the employee fail to continue the payments, the employer may discontinue dependent/spouse coverage during the leave period or recover payments at the end of the leave period in a manner that is consistent with law.

Benefit entitlement based on an employee's length of service to the employing organization will be calculated based on the last paid day prior to the beginning of the unpaid leave of absence.

7. *Procedures—*

- a. Employees must request a Family and Medical Leave Absence form from the Conference Office of Education. When completed, the form must be returned to the Conference Office of Education or, in the case of senior academy personnel, to the academy principal or designee.
- b. Employees seeking a family and medical leave because of a serious health condition must provide a completed Certification of Physician or Practitioner form, available from the Conference Office of Education. The form is to be returned to the Conference Office of Education or, in the case of senior academy personnel, to the academy principal or designee.

General Financial Policies

550 Daily Salary Rate

The actual number of days within an employee's contract period, including school and vacation days, will be used to calculate an employee's daily salary rate. The 10-month daily rate will be based upon 220 days within the contract period. The 12-month daily rate will be based upon 260 days within the contract period.

555 Dual Housing Allowance

1. *Initial Assistance*

When employees move from one location to another and because of conditions of a lease or failure to sell or rent their home, or other significant cause, they are required to pay housing expenses both at the former and at the new location, an allowance may be granted to cover the time when payments are being made at both locations and both homes are habitable. The allowance may be granted under normal conditions for up to three months.

2. *Unusual Circumstances*

In unusual circumstances, when employees have not been able to sell their home at the former location and have presented evidence showing that their asking price, at the end of the 3-month period referred to in Paragraph 1 above, was no more than 100% of an appraisal provided by an independent appraiser, the employing organization may give up to an additional three months' assistance.

An independent appraiser means a qualified appraiser such as those who may be contacted through banks or home loan associations. *Real estate agents are specifically excluded.* The employing organization will reimburse the reasonable cost of the appraisal.

3. *Extreme Circumstances*

If the employee has not sold 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 home is not more than 95 percent of the appraisal during this period.

4. *Amount*

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

employees may be reimbursed for the cost of utilities to provide security lighting and minimum heating.

600 Evaluation Team Member's Expense

Travel expenses for members of visiting teams that evaluate denominational schools will be paid by the team member's employing organization except in cases where the team member is employed outside the conference whose school is being evaluated. In that instance, the following procedure will apply:

1. Permission to invite an employee outside the host conference will be obtained from the superintendent.
2. The inviting conference will pay the following expenses:
 - a. Travel;
 - b. Substitute teacher's pay;
 - c. Per diem costs;
 - d. Lodging.
3. The team member will report related expenses to the employing organization who will bill the inviting conference.
4. The travel expenses for Union employees who serve on senior academy visitation teams within the Union will be paid from the Columbia Union K-12 Travel Equalization Fund.

605 Military Service and Retirement Credit

Persons who went into military service or who were assigned to alternate service in lieu of military service, and who within one year after an honorable or general discharge enter or reenter full-time denominational employment or engage in further training for denominational service and within one year enter or reenter full-time denominational employment upon completion of such training, will be eligible for service credit according to the following provisions:

1. Employees Who Went Into Military Service

Full-time employees who went directly from denominational service into military service will be granted service credit for the actual period of military service, provided the time they served was the minimum required.

2. Pre-employment Military Service

Employees who served in the military prior to beginning denominational employment

may be granted up to two years of service credit for military service if they have less than 40 years of service credit by age 65, or at the time of retirement because of disability, provided their denominational service has been full-time and continuous.

610 Moving Allowance

When an employing organization asks an employee to move to a new location or a person is called into denominational service, the employing organization may provide the following assistance:

1. An amount to cover freight/van charges and insurance up to maximums established by the employing organization.
2. Travel expense and a *per diem* according to current policy and 100 percent of the regular mileage allowance to move up to two automobiles owned by the employee to the new field of employment.
3. A flat amount rounded up to the nearest \$10 to cover packing and other moving costs as follows:

Employee – 16.5 percent of the Remuneration Factor

Spouse – 16.5 percent of the Remuneration Factor

A single parent with dependent children may be granted 33% of the remuneration factor as a moving allowance.

4. *Automobile Registration and Excise Tax*—Employees who are called to another state and are required to pay duplicate excise tax/sales tax, license, and certification/inspection fees may report such expense on one car if they register the 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.
5. *Maximum Assistance*—The allowances referred to in paragraphs 2-4 will be limited to two vehicles and two flat moving allowances per family even if both spouses are employed.
6. *Sharing Moving Expenses*—When calls are extended to spouses to join two different denominational organizations in the same area, the cost of moving will 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 will be responsible for the full cost of the move.

615 Moving Expense Amortization

1. *Percentages*—Any employing organization in the North American Division calling an employee who has given less than two full years of service to the current employing organization will make 100 percent reimbursement for the employee's last move to the

territory of that organization. If the employee has given more than two but less than three full years of service, the reimbursement will be 50 percent, and for less than four full years, it will be 25 percent. It is understood that exceptions may be worked out on the administrative level.

2. *Responsibility to Determine Amortization Expenses*—It will be the responsibility of the calling organization to find out whether there are any unamortized expenses related to the employee being called.
3. *Service Outside North American Division*—In the case of employees called for service outside the North American Division, the provisions of this policy will be waived.
4. *Calls from the General Conference*—In the case of employees being called from the General Conference, the principles outlined in paragraph 1 above will be followed and applied to any move that has been made within the past four years involving a distance greater than 500 miles.

620 Parsonage Allowance

Ordained or licensed ministers serving as principals or Bible teachers are eligible for the minister's tax-free parsonage allowance. To qualify, the employee may be required to submit an estimate of parsonage expenses to the employing organization in December prior to the year for which the exclusion is requested or at the time of employment, if during the year.

This estimate may be acted upon by the employing organization and may become a part of the minutes of that organization. A report of actual expense for the year may 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) will be deducted from the salary amount listed on the W-2 form. No actual entries for this amount are required in accounting records.

Eligible employees should contact the secretary for forms to use in reporting a parsonage allowance. In any case the employee is responsible for justifying any expenses claimed as a parsonage allowance if audited.

625 Rentals—Academies

Educational personnel who are required to live in school-owned housing do not have the opportunity to develop equity in a home. To equalize the equity opportunity, the following policy may be used by an academy board to calculate fair rental value:

1. Each academy 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 will the rate exceed the rent policy ceiling.

3. Each academy board will establish the rental rates and adjustments will be made as policy provides.
4. Any adjustment in salary may necessitate an adjustment in rent charges on a percentage basis. Example: Should the total package salary increase 2 percent for whatever reason, the rent rate would reflect a 2 percent increase also.

630 Retiring Employee's Moving Allowance

Retiring employees may be granted assistance in the form of reimbursement for actual moving expenses or, at the employing organization's option, a cash settlement on moving expenses when an actual move is made to the place of retirement according to the following provisions:

1. *More Than Thirty Years of Service*

When employees who have given 30 years or more of denominational service retire, the employing organization may arrange to pay moving expense on a reasonable amount of household goods and pay their transportation expense, including mileage, tolls, hotel and per diem by the most direct route based on 500 miles per day to the place of their choice in the North American Division. The provisions of 610, items 3 and 4 of this *Handbook* do not apply to this move.

2. *Under Thirty Years of Service*

Employees who have served fewer than 30 years may be paid a proportionately smaller amount. The reimbursement amount will be decided by the employing organization.

3. *Arrangements*

Employees must make arrangements to move within five years after retirement unless the employing organization approves another definite arrangement. The arrangement is limited to one move only.

4. *Division of Expenses*

In cases where both spouses are denominationally employed at the time of retirement but by different organizations, the moving assistance to the place of retirement will be shared equally by the two employing organizations if both spouses are vested for retirement benefits. If one spouse is not vested, the moving assistance will be paid by the employing organization of the spouse who is vested.

5. *Tax Obligation on Moving Benefit*

Retiring employees will be responsible for the tax obligation on the moving benefit.

635 Special Projects and Assignments

1. Part-time Employment

Certificated personnel may be employed on a part-time basis for special assignments on a temporary or annual basis.

Employees employed on less than a full-time basis are not eligible for assistance on items such as moving expenses, educational scholarships for dependent children, medical expenses, or severance pay.

2. Employment for Special Projects or Assignments

Certificated personnel on 10-month assignments may be employed for special projects during the time they are not under the direction of the school principal or superintendent.

When employees are asked to participate in summer school workshops, they will be paid at a weekly rate for the actual time of the workshop. The total amount paid during the summer, plus the 10-month wage, will not exceed the 12-month salary schedule (the week's rate is to be calculated on the basis of a 12-month salary).

640 Substitute Teachers—Temporary Employment

The local school board may authorize the school administrator to employ qualified persons on a temporary basis to fill positions of regularly credentialed employees who are absent from service.

It is the responsibility of the Conference or senior academy to pay the costs of a substitute teacher when the regular teacher is absent by reason of a duly-authorized committee called by the Union or Conference Office of Education.

The Conference K-12 Board of Education or senior academy board will set pay rates for substitute teachers. The rates will be in harmony with the prevailing rates for the area where the school is located.

645 Summer Workshop Reimbursement

When an employing organization asks a teacher to participate in a summer workshop, it will pay the employee 20 percent of the monthly Remuneration Factor for each week of work.

650 Travel Outside Columbia Union Conference

Educational personnel authorized to travel outside Union territory will be provided air transportation at the most reasonable prevailing rate plus one per diem each way. If employees travel other than by air, the excess days of travel will be vacation time.

Professional Growth

700 Supervision and Evaluation

Each teacher will have a program of supervision focused on improving instruction. The program will consist of professional growth, inservice activities, individual help, and evaluation of instruction.

1. *Professional Growth*

(See Individual Professional Growth Plan/Local Professional Development Committee materials.)

2. *Inservice Activities*

Inservice activities will be offered at the Conference and Union levels.

3. *Evaluation of Instruction*

Evaluation of instruction is part of a total clinical supervision process in which strengths are focused upon and a program is developed, in consultation with the employee, to improve weaknesses.

4. *Development of Evaluation Instruments*

The evaluation process will include:

- a. Pre-observation will include information about the purposes of evaluation, the instruments to be used, and instructional elements to be focused upon.
- b. Observation by the evaluator.
- c. Post-observation conferences involving teachers and evaluators.
- d. As part of the post-observation conference, the evaluator and employee will develop a written plan that details observed strengths and how the employee will improve in weak areas.
- e. Follow-up assistance when needed to improve instructional performance.

5. *Evaluators*

The superintendent will evaluate elementary and junior academy teachers. In schools where the principals are not regular classroom teachers, this responsibility will be shared between the superintendent and principals.

Academy evaluations will be a shared responsibility that includes the academy principal

and the superintendent.

The possibility of having student evaluations or peer evaluations between schools or conferences may be considered in the evaluation process.

6. *Number of Observations*

All teachers will be observed informally and formally on a regular basis. Intern, probationary and transfer teachers may be evaluated more frequently than regular appointment teachers. Evaluators may schedule observations on an announced or unannounced schedule. At a minimum, intern teachers will be observed *informally* at least two times per year and *formally* at least once a year. Regular appointment teachers will be *informally* visited at least twice a year and *formally evaluated* at least once every three years.

7. *Format of Evaluation*

Evaluations will be written using an evaluation instrument that has been approved by the Conference Office of Education. Each evaluation will include a section that provides for a strategy to strengthen what is already working and improve weaknesses.

8. *Post-Observation Conference*

Evaluators will review the results of the evaluation with the teacher within one week after the formal observation. Teachers and evaluators will sign the written evaluation and each will keep a copy. A copy will also be placed in the teacher's personnel file.

By signing, teachers do not necessarily signify agreement with the evaluation. Rather, it is an acknowledgment that the employee and the evaluator reviewed the report. The written summary should include space for the employee to include comments.

9. *Placing Teachers on Probation*

Teachers may be placed on probation when Conference Office of Education or academy evaluators judge that performance does not meet the Conference standard for teaching. Teachers on probation will be given at least three months to improve the weakness noted in the evaluation.

Evaluations may be used as one of the criteria for rehiring. If the teacher needs to change careers, the Conference or academy may give limited financial assistance for career counseling.

10. *Right of Access to Evaluations*

The appropriate administrators may examine teacher evaluations and other correspondence related to job performance, if termination, nonrenewal, or transfer of employment is being considered because of job performance. All others wishing to see

the evaluations must first obtain written consent from the teacher.

11. *Due Process*

Teachers who disagree with their evaluations may submit a letter to the superintendent or academy principal with a request that it be attached to the evaluation and placed in the personnel file.

Teachers who disagree with their evaluations may request that another evaluation be conducted by an evaluator from within the Union. These evaluations will become part of the teacher's personnel file. The new evaluations will not necessarily discredit the validity of earlier evaluations.

Conciliation Procedure

725 Conciliation Procedure

1. *Purpose*

The purpose of this conciliation procedure is to promote unity and harmony while reconciling differences that may arise. When employment status is at issue, conciliation is available to employees who have obtained regular status and who are not term contract employees.

Christians should make every effort to avoid tensions that would divide them and bring dishonor to their cause. Reconciliation should be possible without recourse to civil litigation, much of which is carried on in a spirit of contention that results from and reveals human selfishness.

The emphasis of this procedure is 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 wants a fair and just solution to grievances. It is a quasi-legal procedure in which the parties in dispute initially meet voluntarily in the presence of one or more mediators for a hearing.

2. *Definitions*

- a. Grievance—A “grievance” is any claimed misinterpretation, inequitable application, or violation of the policies or regulations of the school, Conference, Union, North American Division, General Conference, or state and federal laws that apply to private schools.
- b. Supervisor – “Supervisor” means the most immediate person to whom the employee is responsible.

3. *Procedure*

a. *Step One*

An employee with a grievance shall first present the grievance to his/her immediate supervisor in an informal conference within 15 working days of the incident. In cases involving discontinuance of employment, the grievance shall be presented within 15 working days of receiving written notice from the employing organization of termination or nonrenewal.

b. *Step Two*

If the employee is not satisfied with the results of the informal conference, the

employee may present the grievance in writing to the immediate supervisor within 15 working days following the Step One informal conference. The supervisor will reply in writing to the grievance within 10 working days.

c. *Step Three*

If the Step Two response is not satisfactory, the employee may appeal, in writing, within five working days following receipt of the decision for mediation. The employee will request of the Conference superintendent that one or more mediators mediate between the disputing parties. The mediators chosen shall be agreeable to both disputing parties. The mediator(s) serve(s) to guide the negotiation as the parties seek to agree and become reconciled (Matt. 18:16).

d. *Step Four*

If the Step Three response is not satisfactory, the employee may appeal, in writing, within five working days following receipt of the decision, to the local school board if the employee works in an elementary school or junior academy or the senior academy board. An appeal is to be considered at the next regular or special meeting of the board or committee, not to exceed 30 days following the appeal. The board's decision will be communicated in writing to the employee within five working days following the meeting.

e. *Step Five*

If the Step Four response is not satisfactory, the employee may appeal in writing, within five working days following receipt of the decision, to the Conference K-12 Board of Education or the senior academy board, whichever is applicable. The board will hear the appeal at its next regular or special meeting. The Conference superintendent will respond to the employee in writing within five working days following the meeting.

f. *Step Six*

If the Step Five response is not satisfactory, the employee may appeal in writing, within five working days following receipt of the decision, to the Conference Executive Committee. The appeal will be considered at the executive committee's next regular or special meeting. Its decision will be dispatched by certified or registered mail to the employee within five working days. The employing organization will implement the decision according to deadlines established by the executive committee.

g. *Step Seven*

If the Conference executive committee's response is not satisfactory to the grievant, the grievant may request of, and be provided by, the Conference executive secretary, arbitration forms to be completed and returned to the

Conference secretary within five working days of receipt of the decision. These include the conciliation and dispute spiritual preparation study, the binding arbitration protocol statement, and the confidentiality agreement statement. After the arbitration initiation forms have been signed and returned, the following steps shall be taken by the Conference executive secretary:

- (1) Present the request and arbitration initiation forms to the Conference administrative committee (or other appropriate body) for action.
- (2) Notify the grievant of the decision in writing of the Conference. If that decision is for binding arbitration, in communication with the grievant, the Conference executive secretary is to notify the Union executive secretary who will set the date, time, and place for the hearing; and select the arbitrator(s) and observer(s). The arbitrator(s) and observer(s) must be approved by the parties in dispute.

Before the process of binding arbitration can begin, the parties must sign an agreement not to institute a lawsuit against each other.

General Provisions

- (1) Employees will be given the opportunity to be present at each of the meetings at which an appeal has been lodged. The decision regarding a grievance will be made in executive session.
- (2) Unless otherwise specified, notices under Steps One to Seven will be either hand-delivered or sent by certified or registered mail. (A hand-delivered notice will include a copy for the employee to sign and date signifying he/she received the notice.)
- (3) Extensions of time limits may be made by mutual written agreement, signed by all parties with a copy to be filed with the next higher level. However, if an administrator fails to respond within a prescribed time limit, where there has been no extension, the grievance will automatically move to the next step. If an employee fails to file an appeal within a prescribed time limit, when there has been no extension, the grievance will be dropped.
- (4) By mutual written agreement, one or more steps may be omitted in processing grievances.
- (5) A grievance may be dropped by the employee at any time by requesting in writing that the appeal be dropped.
- (6) No retaliation will be taken against any participant in the conciliation procedure by reason of such participation.
- (7) If an employee initiates a grievance or appeal near the close of the school

year, the employing organization will make every effort to resolve the grievance before the end of the school year.

- (8) The employing organization will provide access to available records and files of all unprivileged information necessary to the determination and processing of any grievance.
- (9) All official records and tapes of the conciliation procedure will be stored in the Conference Office of Education. Access to these records by a person(s) other than the parties to the grievance will be by direct authorization of the Conference K-12 Board of Education.
- (10) Agreements, consents, or understandings must be in writing bearing the signature of the employee and appropriate administrator.
- (11) If a grievance involves more than one employee in a school or group of schools, it may be submitted as a group grievance with all affected employees being identified by name, title, or some other clear designation in all appropriate correspondence.

h. *Step Eight*

The Union executive secretary shall furnish the arbitrator(s) and observer(s) a copy of the arbitration initiation agreement signed by the parties in dispute within ten working days prior to the arbitration hearing date. The information contained in the agreement shall include time, place, and date of the hearing; complaints and charges of the defense; issues to be discussed; positions taken relative to the issues; documents of evidence, proof, or verification; name of invited witnesses; and nature of the settlement requested.

The verdict of the arbitrator(s) is binding upon all parties. (NADWP B 90 15)

4. *The Arbitration Panel* (NADWP B 90 40)

The panel should be perceived by the parties in dispute to be neutral, impartial and independent. The panel, including the moderator, is appointed by the Union executive secretary, after potential panelists have been agreed upon by all parties in dispute.

5. *Qualifications of the Arbitrators* (NADWP B 90 45)

Arbitrators must be church members in good standing who are trained and qualified to serve on arbitration panels and who have the potential for bringing about a resolution. A pool of volunteer arbitrators shall be formed, by the Union executive secretary, from which individuals may be randomly selected to serve as needed. Every effort should be made to include ethnic minorities, women, non-denominationally employed persons, retired former church employees, and others as appropriate to the situation.

6. *Legal Representation*

At no step along the grievance/binding arbitration process shall the employee, the school, or the employing organization be represented by legal counsel. Peer representation is permitted if both attendance and personnel are agreed upon by all parties in the dispute.

7. *Observers* (NADWP B 90 55)

To ensure that the hearing is conducted in keeping with Church policy and the arbitration agreement, an observer may be permitted only at the request of and with the consent of all parties in dispute. Observers may answer questions that are asked either by the arbitrator(s) or the parties in dispute.

8. *Conflicts of Interest* (NADWP B 90 60)

The arbitrator(s) and observer(s) shall commit themselves to strict confidentiality and shall disclose all real or potential conflicts of interest in the dispute. When such conflicts of interest are disclosed, the person(s) involved shall be replaced.

9. *Witnesses* (NADWP B 90 65)

Witnesses appear in an arbitration hearing at the call of the moderator. They are present in the hearing only to testify and must leave when they have completed their testimony.

10. *Transcripts and Recordings* (NADWP B 90 70)

Formal transcripts or electronic recordings are permissible in arbitration hearings.

11. *Duration of an Arbitration Hearing* (NADWP B 90 75)

An arbitration hearing should normally consume one day or less.

12. *Financial Arrangements* (NADWP B 90 80)

The costs for conducting arbitration hearings are to be allocated in the following manner unless otherwise agreed to by all parties involved:

- a. The parties in dispute are to pay all of the travel expenses (transportation, per diem, lodging) for themselves and the witnesses they invite.
- b. The parties in dispute are to pay on a 50-50 basis the travel expenses of any layperson or retired former church employee who serves as an arbitrator.

- c. The local or union conference is to pay the travel and lodging expenses for their employees who serve as arbitrators and observers.
- d. The North American Division pays the travel expenses for its employees who serve as arbitrators and observers.
- e. Incidental expenses incurred by private moderators are to be paid by the entity that appointed them.

13. *Follow-up* (NADWP B 90 85)

After-the-fact details are to be cared for by a person(s) assigned the responsibility by the Conference or Union. These include:

- a. Filing any materials generated by the arbitration hearing with the secretary of the Conference or institution that had original jurisdiction.
- b. Healing relationships hurt by the dispute.
- c. Effectuating and monitoring the settlement.
- d. Filing annual reports of Union arbitration hearings with the North American Division associate secretary/directory of the Office of Human Relations.

Sexual and Other Harassment

750 Definitions

1. “Accuser” means a person, regardless of church membership, alleging sexual misconduct by a Church or school employee or volunteer. An accuser may also be a minor’s parent or guardian, or any other representative recognized by the SEC, or the legal representative of an incompetent adult.
2. “Accused” means a school employee or volunteer alleged to have committed sexual misconduct while in the course and scope of his/her employment or volunteer status.
3. “Designated Officer” means the person at the Conference who is responsible for initiating the procedures set forth in this Article.
4. “Discipline Committee” means the group responsible for the discipline of school employees or volunteers.
5. “Incompetent Person” means a person who, because of health, age, or mental capacity, is legally unable to give consent.
6. “Perpetrator” means an accused who is determined by the SEC to have committed sexual misconduct.
7. “SEP” means Sexual Ethics Pool, a group comprised of qualified appointees, from which Sexual Ethics Committees are selected as needed.
8. “SEC” means Sexual Ethics Committee, the five-member committee appointed from the SEP by the designated officer to consider a complaint under this Article.
9. “SEC Chair” means a member of the SEC Committee, appointed by the designated officer to assume administrative responsibilities for the SEC as necessary.
10. “Sexual Harassment” means any unwelcome sexual advance, request for sexual favors, and/or other verbal or physical conduct, which may include but is not limited to sexually suggestive comments or jokes, crude language, and unwelcome physical contact which is gender-specific or of a sexual nature:
 - a. Made either explicitly or implicitly a condition of employment or volunteer relationship;
 - b. Used as a basis for affecting those relationships; and/or
 - c. That creates an intimidating, hostile, and/or offensive environment.
11. “Sexual Misconduct” means improper sexual behavior including any of the following:

- a. Actual or attempted sexual contact with a minor or with any person where there exists a relationship with inequality of power;
 - b. Actual or attempted rape or sexual contact by force, threat, or intimidation; and/or
 - c. Criminal behavior of a sexual nature.
12. “Victim” means the accuser if the accused is determined by the SEC to have committed sexual misconduct.
 13. “Volunteer” means any individual whose labor or service is requested by and donated to the school, and who is under the school’s direction or supervision. The existence of a monetary stipend for reimbursement of expenses does not negate volunteer status.

755 Guiding Principles

1. Appearances of Wrongdoing

School employees and volunteers shall exemplify a Christ-like life, avoid all appearances of wrongdoing, and not engage in behavior harmful to themselves or others. Church and school employees and volunteers should respect every individual; to do otherwise is not consistent with the Christian life.

2. Violations of Christian Principles

Sexual misconduct is a violation of Christian principles, and is never condoned by the Church. School employees and volunteers are entrusted with sacred responsibilities which include refraining from sexual misconduct. It is expected that persons functioning in these roles will not engage in such behavior.

3. Improper Actions Compromise the Church and Its Message

The Church and its message are compromised by improper actions of school employees and volunteers. The Church seeks to respond to situations where the fitness of a person for service is called into question due to accusations of sexual misconduct. The Church also seeks to advance the healing and integrity of all persons influenced by the ministry of the Church.

4. Implementation

Employing organizations shall inform those responsible regarding the implementation of the procedures set forth in this Article. These organizations shall also take reasonable steps to inform employees, volunteers, students, and others of these procedures. All organizations must determine and comply with any applicable state or local abuse reporting requirements. If government agencies or authorities become involved in allegations pertaining to sexual misconduct, all individuals are reminded of their duty to

cooperate.

5. *Policy Limitation*

This Article is not intended to supersede any conflicting provisions in existing personnel policies, valid contracts, or any provision of the *Seventh-day Adventist Church Manual*. In the event of any such conflict, the employing organization should consult legal counsel. Where a conflict exists, the provisions of the personnel policy, contract, or *Manual* shall prevail.

6. *Serious Treatment of Accusations*

All allegations of sexual misconduct shall be taken seriously and carefully investigated by the SEC. No accusation shall be dismissed without a response, and every allegation shall be processed in a timely manner. The accused and the accuser shall be treated with respect.

7. *Presumptions*

The filing or failure to file a complaint or denial shall not be deemed to be conclusive evidence of any issue, but may be considered as part of the evidence received by the SEC.

8. *Protection of All Involved*

The confidentiality of those involved, including the accuser and the accuser's family, the accused and the accused's family, shall be respected.

9. *Discipline*

A school employee or volunteer who has engaged in sexual misconduct is subject to appropriate discipline as outlined in the *Handbook* or NADWP.

10. *Expenses*

Expenses incurred to implement this Article should usually be borne by the employing organization unless otherwise agreed. The goal of this policy is the protection of the work of the Church.

11. *Unbiased Considerations*

To protect the integrity of proceedings, the designated officer and members of the SEC shall be free of actual or apparent bias, prejudice, predisposition or conflict of interest that may be material to the issues, proceedings, or individuals involved. Any of these individuals who is or appears to be biased, prejudiced, predisposed, or have a conflict of interest shall be replaced or excluded from appointment. The discipline committee should also be free of actual or apparent bias, prejudice, predisposition, or conflict of

interest that may be material to the issues, proceedings, or individuals involved.

760 Selection of Sexual Ethics Pool

1. Selecting Entity

The SEP shall be selected by the Conference or Union executive committee and, to the extent practicable, reflect the diversity of the Church.

2. Qualifications

Members shall:

- a. Be members of the Church in good standing;
- b. Be free of predisposition, bias, or conflict of interest that may be material to the issues or proceedings involved; and
- c. Have knowledge of the subject of sexual misconduct.

3. Confidentiality

Each SEP member shall sign a confidentiality agreement to ensure that the member understands the duty, extent, and nature of confidentiality.

765 Preliminary Process

1. Activate the Process

Upon receiving a report or learning of alleged sexual misconduct by a school employee or volunteer, the accused's immediate supervisor or principal of the school involved, in addition to any other duties or obligations he/she may have, shall activate the following process by immediately:

- a. Notifying the designated officer of the report or knowledge; and
- b. Timely reporting all allegations or knowledge of sexual misconduct to:
 - (1) Local authorities as necessary to comply with applicable State or local abuse reporting requirements; and
 - (2) ARMS and any other applicable liability carrier.

2. Meeting With Accuser

When notified, the designated officer shall immediately convene a meeting with the accuser to:

- a. Hear the allegations.
- b. Request the accuser to file a written complaint which shall include the name of the accused, details including the date(s), place(s), nature of the offense(s), and verification by the accuser.

The complaint shall be verified as follows:

I, _____, do verify and affirm that the within factual accusations of sexual misconduct are true and correct to the best of my knowledge.

Dated this ____ of ____, 20 ____, at _____ (City) _____ (State)

(Signature of accuser) _ (Signature of designated officer) _____

- c. Request permission from the accuser to use the written complaint and his/her name in discussion with the accused.
- d. Request the accuser to appear before the SEC.
- e. Explain to the accuser the process to be followed in response to the complaint and provide a copy of this policy.
- f. Report the initiation of these proceedings:
 - (1) For an accused employee, to the accused's employing organization, Conference, or Union; or
 - (2) For a volunteer, to the accused's appointing organization and the church board of the congregation of which the volunteer is a member.
- g. Explain to the accuser that if the accuser at any time chooses not to participate, the process shall continue if there appears to be sufficient evidence to believe that an act of sexual misconduct has occurred.

3. *Meeting With the Accused*

As soon as practicable, the designated officer shall convene a meeting with the accused to:

- a. Present the accused with the verified written complaint;
- b. Explain to the accused the process to be followed in response to the complaint and provide a copy of this policy; and

- c. Request that the accused submit a verified written response to the complaint and discuss with the designated officer any additional verbal response the accused may wish to have considered. The written answer shall be verified as follows:

I, _____, do verify and affirm that the within factual statements and denials set forth in this answer are true and correct to the best of my knowledge.

Dated this ____ of ____, 20____, at _____ (City) _____ (State)

(Signature of accused) _ (Signature of designated officer) _____

4. *Meeting With the Accused*

After meeting with the accused, the designated officer shall immediately begin the process of selecting the five-member SEC.

5. *Integrity of the Affected Entities*

The designated officer shall take steps to maintain the integrity of the affected school and those involved in the dispute. This may include recommending that the accused be placed on administrative leave with pay and without prejudice, or that a volunteer be prohibited from carrying on his/her volunteer duties. Under such circumstances, the accused shall not engage in any school-related duties until the SEC has issued its finding. Other prudent courses of action must also be considered.

6. *Investigative Process Omitted*

Should the designated officer, in consultation with the SEC and the concurrence of a majority of those members, determine that the allegations of the accuser are of a nature that could be best resolved between the parties, and there is no factual dispute, then the investigative process may be omitted, provided the accuser, accused, and disciplinary body agree. The notification procedure contained in the decision process, and the disciplinary process, shall be followed as necessary. Should this process not be successful, the matter shall be referred back to the designated officer, who shall then initiate the investigative process.

770 Investigative Process

The SEC, meeting as a group only, shall fully investigate the allegations through information and documentation from the accuser, the accused, and other appropriate sources. The SEC shall meet with parties and witnesses; receive and consider written documents, photographs, and other relevant materials; consider any court or administrative proceedings, including criminal convictions and please; and may determine at its own discretion the manner and form in which such evidence is received. Because these proceedings are administrative in nature, the SEC shall have complete control over the hearing format, including whether cross-examination will be

prohibited and what evidence will be admitted.

1. *Convene Meeting of All Parties*

After reviewing the verified written complaint of the accuser and the response of the accused, the SEC shall convene a meeting of the parties to gather information to determine whether the factual allegations in the complaint were more likely to be true than untrue.

- a. The parties may bring other persons who have knowledge of the allegations and who may provide statements under oath. The SEC shall hear and consider the allegations and receive any such additional evidence necessary to support or defeat the complaint. Written statements provided by either party should have notarized signatures, as provided for in the written complaint and denial.
- b. Members of the SEC may ask questions as necessary. The SEC may, upon a determination of good cause, prohibit cross-examination of parties or witnesses. If cross-examination is not allowed, the SEC shall accept written questions from the accused or accuser, and the SEC shall question the party(ies) or witness(es) protected from cross-examination.

2. *Attendance at Meeting of SEC*

The SEC members, the accuser, the accused, as well as the parents/guardians, or legal representatives of a minor or an incompetent adult, and with permission of the SEC, qualified therapists of the accuser and/or the accused, or legal counsel of the accuser or the accused, may attend the SEC meetings. Any other individual may attend only upon invitation of the SEC, consent of both parties, or while giving testimony or providing other evidence. The SEC may seek counsel and advice from therapists, attorneys, or any other experts to assist the SEC in its investigation of the charges or administration of the proceedings.

3. *Additional Meetings of SEC*

The SEC may convene additional meetings as may be necessary to fulfill its duties and responsibilities. Reasonable efforts will be made to provide notice to both the accuser and the accused of these meetings.

4. *Witness Invitation or Recall*

The SEC may invite or recall witnesses on its own initiative or at the request of the accuser or the accused as often as is necessary to ensure a fair outcome.

5. *Recording of SEC Meetings*

The SEC meetings shall not be recorded by videotaping, audiotape recording, or the

preparation of a verbatim transcript by a court reporter or stenographer.

6. *Reporting of Verdict*

Upon any criminal disposition adverse to the accused, whether by verdict or pleas of guilt or no contest, of charges based upon sexual misconduct, the SEC shall presume the allegations involving the disposition substantiated and the designated officer shall report the finding to the disciplinary body for appropriate disciplinary action. A finding of not guilty in the criminal court will not of itself affect the process, findings, or disposition under this Article.

7. *Uncooperative Accuser*

If the accuser at any time chooses not to cooperate, the process shall continue if there appears to be sufficient evidence to believe that an act of sexual misconduct has occurred.

8. *Resignation of Volunteer*

If the accused volunteer chooses to resign his/her membership and volunteer position, the SEC shall consult with and seek the advice of legal counsel regarding legal issues concerning continued disciplinary action against the volunteer.

775 Decision Process

The SEC shall determine whether the charges contained in the accuser's complaint are supported by evidence showing that the charges are more likely than not to be true. Unless otherwise agreed by the parties in writing, the SEC shall issue a finding within thirty working days from the date of the final hearing.

1. *SEC Actions*

Based upon its conclusion, the SEC shall take one of the following actions:

- a. If the allegations of sexual misconduct are found to be more likely untrue than true, no further investigatory action shall take place, and reasonable efforts shall be made to exonerate the accused and clear his/her name, including placing the SEC's findings in the accused's personnel file, if applicable. These findings may also be placed in the accuser's records as appropriate. The SEC and the designated officer shall communicate and explain the SEC's findings with the accuser and the accused, separately. All entities or organizations which were notified of the initiation of these proceedings, shall also be notified of the SEC's findings to the satisfaction of the SEC in consultation with the accused.
- b. If the allegations of sexual misconduct are found to be more likely true than not, the SEC shall report its findings to the designated office, who shall then relay the findings to the appropriate disciplinary body. Upon request, the SEC shall make

its members available to meet with the discipline committee. All entities and organizations, which were notified of the initiation of these proceedings, shall also be notified of the SEC's findings.

780 Disciplinary Process

1. Factors to Consider

The discipline committee shall consider the following factors in determining appropriate discipline:

- a. Severity of the offense(s);
- b. Frequency of the offense(s);
- c. Severity and duration of the injury(ies);
- d. Number, age(s), and gender of victim(s);
- e. Attitude of the perpetrator (e.g., is he/she contrite?); and
- f. Nature of the relationship between the parties.

2. What Discipline May Include

- a. Educative warning;
- b. Written reprimand;
- c. Public censure;
- d. Mandatory counseling;
- e. Suspension; and/or
- f. Termination of employment or volunteer relationships.

The perpetrator in an appropriate case may also be required to reimburse the expenses incurred by the parties or the SEC.

3. Discipline Committee to Communicate with All Parties

The discipline committee will communicate with the victim(s) and the perpetrator, separately, to explain the action(s) taken. Upon the request of the discipline committee, the SEC and the designated officer shall be available for assistance.

4. Personnel File

If the perpetrator is an employee, the designated officer shall ensure that notations have been placed in his/her personnel file that a complaint had been made, the findings of the SEC, and the action taken.

5. Volunteer Perpetrator

If the perpetrator is a volunteer, the SEC's findings and any action taken shall be reported by the designated officer to the organization or entity that appointed him/her as a volunteer and to the church board and local conference in which he/she hold

membership.

785 Responses

Once the discipline committee has made its determination and decided upon the disciplinary action, the following steps shall be taken:

1. *Response to the Accused*
 - a. An appropriate individual shall be made available to the accused early in the process to serve as an interpreter of the process.
 - b. Inform the accused regarding the disciplinary decision of the discipline committee.
 - c. Implement discipline committee action.
 - d. Remove the accused employee from service.
 - e. Assuming continuation of employment is possible, require therapeutic counseling and/or treatment to be utilized in combination with any of the responses listed above. A therapist who is qualified to deal with sexual misconduct, and who is sensitive to issues of professional ethics, should be selected by the accused and approved by the designated officer. Assistance shall be made available for the spouse and family where needed and approved. The therapy requirement shall be clearly communicated and monitored as appropriate.
 - f. For minor offenses where it is concluded that the accused is sufficiently capable of effective service again, possible reinstatement of the accused shall be dependent upon the recommendation(s) of the therapist, supervisor, and members of the discipline committee.
 - g. Limit the service of the accused during the rehabilitation process and appoint a trained supervisor to monitor his/her duties. Any such rehabilitation plan needs to be approved by a qualified therapist to protect other potential victims.
2. *Response to the Accuser*
 - a. The designated officer shall name an appropriate person as an interpreter for the accuser early in the process. This person shall be available at the accuser's discretion.
 - b. A list of qualified therapists shall be provided to the accuser to be utilized at his/her choice. While this does not imply financial responsibility on the part of the organization, financial support for this purpose may be offered without implying guilt.
3. *Response to the Institution*

- a. The local designated officer of the discipline committee shall meet with the officers of the Conference and the school to communicate the results of the hearing process. AT this meeting special attention shall be given to the disciplinary action taken and its implications.
- b. A trained resource person from the SEC shall be made available to assist the institution or congregation in whatever ways necessary to address their concerns and to bring healing.

4. *Response in Situations Involving Minors*

- a. If the complaint involves allegations of sexual misconduct with a minor, the person who receives the complaint is required by law to:
 - (1) Immediately report the suspicion of sexual abuse against a minor to local law enforcement authorities (i.e., district attorney, child protection services, etc.);
 - (2) Proceed with the investigation outlined in this Article.
- b. If charges are filed involving criminal acts against a minor and the accused is prosecuted, two members of the SEC may be assigned to monitor the trial proceedings and report regularly to the SEC.
- c. If the accused is convicted in court of criminal charges against a minor, the SEC shall recommend to the discipline committee permanent removal from school employment or service.
- d. If the complainant does not choose to pursue a formal written complaint with the Conference, the designated officer shall continue the investigation if there appears to be sufficient evidence that sexual misconduct has occurred such as to cause concern for the well-being of other minors.

790 Appeal

Because sexual misconduct policies are developed to make the process as fair and impartial as possible, the findings of the SEC are considered final, resulting in no further recourse through appeals through the Church.

795 Education and Prevention

The North American Division seeks to educate employees and volunteers that sexual misconduct is disapproved by the Church and violates the law. To carry out this educational goal, the North American Division publishes this policy; develops appropriate sanctions for sexual misconduct; and endeavors to inform all employees, volunteers, and members of their right to complain of sexual misconduct.

The North American Division encourages the establishment of education and prevention programs in schools. Lists containing names of employee and lay resource persons who have indicated that they can provide seminars, sermons, and educational programs may be obtained from the North American Divisions SEC.

799 Non-Sexual Forms of Harassment Prohibited

Harassment on account of one's age, race, ethnicity, or disability is also prohibited by this Article. Such harassment includes, but is not limited to:

- a. Subjecting employees, students, or volunteers to derogatory remarks, insults, slurs, jokes, or tricks based on age, race, ethnicity, or disability;
- b. Denying employees or volunteers opportunities to participate in training or education on account of age, race, ethnicity or disability;
- c. Limiting opportunities for promotion, transfer, or advancement on account of age, race, ethnicity or disability;
- d. Requiring employees or volunteers on account of age, race, ethnicity, or disability to perform physically more difficult tasks or less desirable assignments in order to force them to retire or resign from employment or volunteer status;
- e. 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 school premises or during school-sponsored activity on or off school grounds or functions.