

**SOUTHEASTERN CALIFORNIA CONFERENCE  
OF SEVENTH-DAY ADVENTISTS**

**BOARD OF EDUCATION POLICIES**

**A-1 to A-14**

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*2010 Cumulative Pocket Part*

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2/3/03

## **A-1 BOARD OF EDUCATION POLICIES**

### **A-1 EDUCATION BOARD MEMBERSHIP**

That the term of elected membership be three years in staggered terms;

That in the event of resignation on the part of a board member, the Conference Executive Committee vote on the replacement from nominations of either the Education Board, the Conference Administrators, or the Office of Education Administrators;

That Conference Officers and Office of Education personnel select new board members and recommend them to the Conference Executive Committee for action.

*VOTED: 10/75, EMT - 10/91, Ed Board Reaffirmed - 10/92; EMT 03/06, Ed Board Reaffirmed - 5/06  
Cross reference: Education Code 1120*

### **A-2 SCHOOL BOARD CHAIR ELECTION PROCESS**

The method of organization shall be under the direction of the Superintendent of School or his/her designee and will be conducted in harmony with the Church Manual, Pages 110-112, Pacific Union Education Code 1274(C6) and Southeastern California Education Board Policies.

The superintendent or his/her designee shall chair the school board in the organization and shall relinquish the chair to the new board chairperson after the organization is accomplished.

*This is to be a part of school constitutions and as a district policy is effective without local action.*

*VOTED: 5/78, Revised 10/91, Ed Board Reaffirmed 10/92; EMT 03/06 , Ed Board Reaffirmed 05/06 (slight modification) Cross reference: Education Code 1272, 1274; The Church Manual "The Church School Board"*

### **A-3 NON-DISCRIMINATION STATEMENT**

The (name of school) admits students of any race, color, or national origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. (It) does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and local programs, and other school-administered programs.

*This is to be a statement in yearly school bulletins and student application forms.*

*VOTED: 8/78, EMT-10/91, Ed Board Reaffirmed 10/92 (slight modification); EMT 03/06, Ed Board Reaffirmed 05/06 Cross reference: Education Code 1504*

**A-4 INDEMNIFICATION**

The (name of institution) shall indemnify any person who is serving or has served as a director or officer of the (name of institution) (and his/her executor, administrator, and heirs) against all reasonable expenses (including, but not limited to, judgments, cost and legal fees) actually and necessarily incurred by him/her in connection with the defense of any litigation, action, suit or proceedings, civil, criminal, or administrative, to which he/she may have been made a party by reason of being of having been a director or officer of the (name of institution), except he/she shall have no right to reimbursement for matters in which he/she has been adjudged liable to the (name of institution) for negligence or misconduct in the performance of his/her duties.

This right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

*This statement must be part of all constitutions.*

*VOTED: 8/78, EMT - 10/91, Ed Board Reaffirmed 10/92; EMT - 03/06, Ed Board Reaffirmed 05/06 (slight modification)*

**A-5 CONFLICT OF INTEREST DECLARATION -  
Model, Statement of Acceptance**

The undersigned declares that the statement on Conflict of Interest set forth in P 35 Conflict of Interest, (see reverse side) has been read and accepted as set forth. Except as explained in a separate statement attached hereto and incorporated herein by reference, I and/or my immediate family:

- a. Have no financial interest in, are employed by, are an officer, director or trustee of, or received any direct or indirect financial or other benefits from any business which is a competitor of or doing business with the \_\_\_\_\_ or which may reasonably be a competitor of or do business with the \_\_\_\_\_ in the future; and
- b. Have no other outside interest or relationships which conflict or would potentially conflict with the interest of the \_\_\_\_\_; or
- c. Are not serving as an officer, director or trustee of any nondenominational commercial organization doing business with \_\_\_\_\_.

Except as set forth in a separate statement attached hereto, I comply with the General Conference's policy prohibiting special payments or gifts to induce agencies, or others with whom the \_\_\_\_\_ is or may be doing business in the future.

## A-5 BOARD OF EDUCATION POLICIES

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Disclosure or Explanation: \_\_\_\_\_

\_\_\_\_\_

### CONFLICT OF INTEREST

1. Definition of Conflict - A conflict of interest arises when a trustee, an officer, or an employee of the organization has such a substantial personal interest in a transaction or in a party to a transaction that it reasonably might affect the judgement he/she exercises on behalf of the organization. He/She is to consider only the interests of the organization, always avoid sharp practices, and faithfully follow the established policies of the organization.
2. Conditions Constituting Conflict – Although it is not feasible in a policy statement to describe all the circumstances and conditions that might have the potentiality of being considered as a conflicts of interest, the following situations are considered to have the potentiality of being in conflict and therefore are to be avoided.
  - a. Engaging in outside business or employment that permits encroachment on the organization’s call for the full services of its employees even though there may not be any other conflict.
  - b. Engaging in business with or employment by an employer that is in any way competitive or in conflict with any transaction, activity, or objective of the organization.
  - c. Engaging in any business with or employment by an employer who is a supplier of goods or services to the denominational organization.
  - d. Making use of the fact of employment by the organization to further outside business or employment, or associating the organization or its prestige with an outside business or employment that would be conflicting/competing with your present employment.
  - e. Owning or leasing any property with knowledge that the organization has an active or potential interest therein.
  - f. Lending money to or borrowing money from any third person who is a supplier of goods or services or a trustor or who is in any fiduciary relationship to the organization or is otherwise regularly involved in business transactions with the organization.
  - g. Accepting any gratuity, favor, benefit, or gift of greater than nominal value beyond the common courtesies usually associated with accepted business practice, of any commission or payment of any sort in connection with work for the organiza-

tion other than the compensation agreed upon between the organization and the employee.

- h. Making use of any confidential information acquired through employment by the organization for personal profit or advantage, directly or indirectly.
- i. Using denominational personnel, property, equipment, supplies, or goodwill for other than approved activities, programs, and purposes.
- j. Expending unreasonable time, during normal business hours, for personal affairs or for other organizations, to the detriment of work performance for the denomination.
- k. Using one's connections within the organization to secure favors for one's family or relatives.

**P 35 05 Conflict of Interest and/or Commitment Defined**

Conflict of interest shall mean any circumstance under which an employee or volunteer by virtue of financial or other personal interest, present or potential, directly or indirectly, may be influenced or appear to be influenced by any motive or desire for personal advantage, tangible or intangible, other than the success and well-being of the denomination.

Because of the common objectives embraced by the various organizational units and institutions of the Seventh-day Adventist Church, membership held concurrently on more than one denominational committee or board does not of itself constitute a conflict of interest provided that all the other requirements of the policy are met.

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

**P 35 10 Individuals Included Under This Policy**

All trustees, officers, executive committee/board members, employees, and volunteers of denominational organizations shall be subject to this policy.

**P 35 15 Conditions Constituting Conflict**

A trustee, officer, executive committee/board member, employee, or volunteer has a duty to be free from the influence of any conflicting interest or commitment when serving the

## **A-5 BOARD OF EDUCATION POLICIES**

organization or representing it in negotiations or dealings with third parties. Both while on and off the job an employee is expected to protect the best interests of the employing organization. The following list, though not exhaustive, describes circumstances and conditions that illustrate conflict of interest or commitment.

1. Engaging in outside business or employment that encroaches on the denominational organization's call for the full services of its employees even though there may be no other conflict.
2. Engaging in business or employment that is in any way competitive or in conflict with any transaction, activity, policy, or objective of the organization.
3. Engaging in any business with or employment by an employer who is a supplier of goods or services to any denominational organization.
4. Making use of the fact of employment by the denominational organization to further outside business or employment, associating the denominational organization or its prestige with an outside business or employment, or using one's connection to the denomination to further personal or partisan political interest.
5. Owning or leasing any property with knowledge that the denomination organization has an active or potential interest therein.
6. Lending money to or borrowing money from any third party, excluding financial institutions, who is a supplier of goods or services or lending to/borrowing from a trustor or anyone who is in any fiduciary relationship to the denominational organization or is otherwise regularly involved in business transactions with the denominational organization.
7. Accepting or offering of any gratuity, favor, benefit, or gift of greater than nominal value or of any commission or payment of any sort in connection with work for the denominational organization other than the compensation agreed upon between the denominational organization and/or the employer and the employee.
8. Making use of or disseminating, including by electronic means, any confidential information acquired through employment by the denominational organization for personal profit or advantage, directly or indirectly.
9. Using denominational personnel, property, equipment, supplies, or goodwill for other than approved activities, programs, and purposes.
10. Expending unreasonable time, during normal business hours, for personal affairs or for other organizations, to the detriment of work performance for the denomination.
11. Using one's connections within the organization to secure favors for one's family or relatives.

### **P 35 20 STATEMENT OF ACCEPTANCE**

1. **By Employees** — At the time of initial employment an employee shall sign a statement indicating acceptance of the conditions of employment as outlined in the organization's employee handbook. This acceptance shall constitute the employee's

declaration of compliance and resolve to remain in compliance with the conflict of interest and/or commitment policy. On an annual basis the employer shall provide employees with a copy of the Statement of Ethical Foundations, plus a copy of the conflict of interest and/or commitment policy, and shall inform employees regarding the duty to disclose potential conflicts of interest and/or commitment.

2. **By administrators, department directors and trustees** — The chief administrator, or designee, of the organization concerned shall receive annually a statement of acceptance and compliance with the policy on conflict of interest and/or commitment from each administrator, department director, member of the board/executive committee, and any other person authorized to handle resources of the organization. (The employing organization may determine that other individuals shall also be required to submit annually a statement of acceptance and compliance.) Submission of the statement by persons identified above shall constitute a declaration of compliance with the policy and shall place the individual under obligation to disclose potential conflicts of interest and/or commitment that may arise during the ensuing year.

**P 35 35 Sanctions for Noncompliance**

Noncompliance includes failure to:

1. Comply with this policy;
2. Report accurately on the disclosure form;
3. Comply with decisions made by the employing authority or review committee as a result of reported potential or actual conflicts of interest and/or commitment.

Noncompliance may result in disciplinary action, up to and including termination from employment. Termination from employment shall be processed in harmony with existing policies.

**P 35 40 STATEMENT OF ACCEPTANCE**

**THIS DECLARATION** applies, to the best of my knowledge, to all members of my immediate family (spouse, children, parents) and its provisions shall protect any organization affiliated with or subsidiary to the Southeastern California Conference hereafter known as (SECC). In the event facts change in the future that may create a potential conflict of interest, I agree to notify SECC in writing.

1. I have read the Statement of Ethical Foundations and the policy on Conflict of Interest and/or Commitment.
2. I am in compliance with SECC's policy on conflict of interest and/or commitment as stated in P 35 15 Conditions Constituting Conflict.
3. Except as disclosed below:
  - a. Neither I nor my family have a financial interest or business relationship which competes with or conflicts with the interests of SECC.

## **A-5 BOARD OF EDUCATION POLICIES**

- b. Neither I nor my family have a financial interest in nor am or have been an employee, officer, director, or trustee of, nor receive/have financial benefits either directly or indirectly from any enterprise (excluding less than five percent (5%) ownership in any entity with publicly traded securities) which is or has been doing business with or is a competitor of SECC.
- c. Neither I nor my family receive/received any payments or gifts (other than of token value) from other denominational entities, suppliers, or agencies doing business with SECC.
- d. Neither I nor my family serve/have served as an officer, director, trustee, or agent of any organization affiliated with or subsidiary to SECC in any decision making process involving financial or legal interests adverse to SECC.

Disclosures:

- 1.
- 2.
- 3.

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NAME

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POSITION/TITLE

---

DATE

NAD Working Policy

VOTED: 3/2007 EMT, Ed Board 5/2007

## **A-6 DAY CARE CENTER LICENSES**

Child Development Centers (CDC) are considered to be a ministry of a local church or school. The CDC is under the operational day to day control of a local church or school board. When the CDC is operated at a local church, the church board will name a CDC board that is subject to the church board. When a CDC is operated at an existing elementary school site, it will come under the control of a local school board that may in turn name a CDC Operating Committee.

Authorization to operate a CDC is granted by the Conference Board of Education which has been designated by the Conference Executive Committee to coordinate the CDC operation in the Conference in harmony with policies approved by the Conference Board of Education and state and local laws. An action so designating, is recorded in the minutes of the Executive Committee.

## BOARD OF EDUCATION POLICIES A-6

Licensure for a CDC is requested from the appropriate governmental agencies upon authorization of the Conference Board of Education and names Southeastern California Associate of Seventh-day Adventists as the owner.

The Superintendent of Schools or his/her designee is authorized to sign the "Application for Community Care Facility License".

The application category will be that of "Non-profit Corporation."

Property ownership will be identified as "owned" by the Southeastern California Association of Seventh-day Adventists.

Financial records of the Conference will be used for licensing.

*VOTED: 3/12/86; Edited: 8/24/98; EMT - 03/06, Ed Board Affirmation - 05/06 (slight modification)*

### A-9 PROFESSIONAL ACTIVITY CREDIT

**Up to 1/2 of the required hours for a renewal of a standard teaching certificate and all the hours needed for renewal of a professional and administrative certificate may be earned by Professional Activity Credits. The following criteria apply:**

1. The activity should directly contribute to the professional growth of the individual, as distinct from merely servicing on a planning committee. The activity should enhance one's professional skills or expertise.
2. Workshops/Seminars for which academic credit is received do not qualify for Professional Activity Credit.
3. Any activities which arise out of the normal course of one's duties do not qualify for Professional Activity Credits.
4. Trips must have prior approval by the Office of Education.
5. A total of two (2) hours of Professional Activity Credit per year may be granted for professional reading, viewing video tapes, or listening to audio tapes. The following requirements must be met:
  - a. Content must be based on current educationally related topics or research in education. Prior approval should be obtained from the full-time principal or small schools supervisor to verify acceptance of the activity.
  - b. Twenty-five (25) clock hours will equal one (1) hour of credit toward certification renewal.

## **A-9 BOARD OF EDUCATION POLICIES**

- c. One (1) hour of the above credit may be received for completing the Professional Growth Books as outlined by NAD.
  - d. Report on Conference form by June 30.
  - e. Credit will not be given if the professional activity is done in connection with academic credit.
6. See Certification Requirements K-12 (NAD 1985), p. 14 for additional Professional Activity Credits.
  7. Supervision of student teachers (up to 6 hours per renewal).
    - a. Classroom teachers who supervise two or more methods students may be granted one quarter hour Professional Activity Credit for each quarter that they supervise such students.
    - b. Classroom teachers who supervise a student teacher be granted three quarter hours Professional Activity Credit per quarter.

*VOTED: 6/10/81, Revised 1/27/92, Amended 8/92, Reaffirmed policy A-10 and A-15 merged, 10/92, Reaffirmed May 14, 2007*

## **A-10 SPECIAL EDUCATION STUDENTS**

It is the mission of Adventist education in Southeastern California Conference to educate as many children from Adventist homes as possible. However, when a child with special learning needs applies for admission it becomes the school administrator's responsibility to determine whether or not the child's needs can be met at that school. This will be done in consultation with the Conference Director of Special Education and the faculty member(s) who will be primarily responsible for the child's education. Special needs students will be evaluated through the following procedures.

1. Administer the New Student Interview.
2. Review special education records when indicated.
3. The local or conference educational psychologist reviews the situation.
4. A recommendation for placement is made by the educational psychologist in consultation with site administrator.

If the decision is made to accept a student with special needs the school will provide an Individualized Education Program stating which accommodations are feasible and which are beyond the scope of the school to provide. Admission and continued placement will then be contingent upon signed parent consent indicating acceptance of the conditions and limitations which have been outlined by the school. (Form 1)

## BOARD OF EDUCATION POLICIES A-10

In cases where records are not accessible for review, the school may tentatively accept the student subject to receipt and review of the records.

Principals have the option to use The New Student Interview (Form 1) with all incoming students. If the interview is not used with all students the application form must contain the following question.

“Has this student been placed or recommended for a special education program previously?” If the answer is yes, the New Student Interview must be completed.

*VOTED: 2/91, Reaffirmed 10/92*

### NEW STUDENT INTERVIEW

Name of Student \_\_\_\_\_ Date of Birth \_\_\_\_\_

Father's Name \_\_\_\_\_ Mother's Name \_\_\_\_\_

With whom does the child live? \_\_\_\_\_

Phone number of: Father \_\_\_\_\_ Mother \_\_\_\_\_

Family Religion \_\_\_\_\_

Name of Immediate Past School \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Principal \_\_\_\_\_

Most Recent Teacher \_\_\_\_\_

How many schools has your child attended since first grade? \_\_\_\_\_

Reason for leaving the two most recent schools \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Last Grade Complete \_\_\_\_\_ Current Grade \_\_\_\_\_

Has your child ever been retained?  yes  no If yes, when and where? \_\_\_\_\_

\_\_\_\_\_

## A-10 BOARD OF EDUCATION POLICIES

Has your child ever been home schooled?  yes  no

If yes, grade level(s) \_\_\_\_\_

General Achievement Level (as indicated by the most recent School Achievement Test or grades):

Below average

Average

Above average

Other \_\_\_\_\_

\_\_\_\_\_

Form 1

10/92 (optional)

Has the student been placed in special education previously?  yes  no

If yes, please indicate:

Tested by whom? \_\_\_\_\_

Where? \_\_\_\_\_ When? \_\_\_\_\_ Placement? \_\_\_\_\_

What learning problems does this child have? \_\_\_\_\_

\_\_\_\_\_

Has your child been suspended?  yes  no, expelled  yes  no, from any school attended?

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you owe tuition and fees at any previous school? If yes, how much? \_\_\_\_\_

What school? \_\_\_\_\_

\_\_\_\_\_

~~~~~

I hereby certify that the information contained in the New Student Interview is true and correct to the best of my knowledge. I agree to have any of the statements verified, and authorize the references listed to provide the school any and all information concerning the applicant. I understand that any misrepresentation, falsification, or material omission of information concerning this student may result in dismissal of the student from school.

Since non-public schools are not mandated or equipped to provide Special Education, this school retains

# BOARD OF EDUCATION POLICIES A-10

the right to determine if it is able to meet the individual needs of the applicant. I understand if it is determined the student cannot be served adequately by this school, recommendations for alternative educational placement will be made, and/or the student may be asked to withdraw at any time.

I give permission and consent for you to receive copies of all school records, including special education records.

\_\_\_\_\_  
*Parent/Guardian Signature*

\_\_\_\_\_  
*Date*

*Optional for use with all new students.*

*Must be used when child was previously in a special education placement.*

Form I

10/92

## STATEMENTS of ADMISSIONS/CONTINUED PLACEMENT FOR STUDENTS with SPECIAL NEEDS

I understand that \_\_\_\_\_ has recommended the following  
*name of school officer*

placement for my child \_\_\_\_\_  
*name of student*

### Placement Recommendation:

1. \_\_\_\_\_
2. \_\_\_\_\_

However, it is my desire for my child to remain in this school, even though his/her educational needs may not be fully met. I understand that continued attendance will be based upon periodic evaluations.

\_\_\_\_\_  
*Parent's signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Principal's signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*School psychologist's signature*

\_\_\_\_\_  
*Date*

Use when parent requests continued attendance despite school's recommendation of special education placement not available with this school.

### Form 2

~~~~~  
**Instructions to Office Personnel:**

Before accepting tuition and fees from new students or giving them assurance of placement, please verify that the *New Student Interview* form has been filled out by parent.

\_\_\_\_\_  
*Office personnel*

\_\_\_\_\_  
*Date*

## **A-10 BOARD OF EDUCATION POLICIES**

### **Instructions to Administrator:**

Before giving clearance for acceptance, please verify information on New Student Interview form and inform parents of the services that the school can or cannot provide.

\_\_\_\_\_  
*School Administrator*

\_\_\_\_\_  
*Date*

### **Instructions to Teachers:**

Before placing any new student on your register, verify the information of the *New Student Interview* form and determine with the administrator and parents any special needs of the student.

\_\_\_\_\_  
*Classroom teacher*

\_\_\_\_\_  
*Date*

### **NB**

All three signatures must be present on this form before acceptance is granted or denied.

*Optional Use*

**Form 3**

**10/92**

## **A-11 EVALUATION OF PERSONNEL BY RELATIVES**

A formal evaluation of personnel, called for by the Pacific Union Conference education code, shall not be done by a relative. Another person designated by the Office of Education shall be given the responsibility of completing the evaluation.

*VOTED: Education Board 4/25/91, Reaffirmed 10/92; EMT - 3/06, Ed Board Reaffirmed 5/06 (slight modification)*

## **A-12 KINDERGARTEN CLASSROOM POLICY**

The Office of Education encourages schools with kindergarten to operate them as self-contained classrooms.

Schools wishing to operate a K-1 or K-2 classroom will present a request to the Office of Education. Upon consideration of the request, the Office of Education will make their recommendation to the Conference Board of Education, which will make the final decision.

Under most circumstances the Board of Education will not approve kindergarten in a multi-grade room with a grade spread greater than K-2.

Approval to operate a combination room including kindergarten will be reviewed any time there is a change in teacher or grade configuration.

GUIDELINES FOR REQUESTING PERMISSION TO OPERATE A  
MULTIGRADE ROOM CONTAINING KINDERGARTEN

## BOARD OF EDUCATION POLICIES A-12

The school will submit:

1. a daily schedule.
2. a sketch of the classroom arrangement.
3. a statement of kindergarten curriculum used. The curriculum must be submitted if it is other than the conference-adopted kindergarten curriculum.
4. a description of how the kindergarten curriculum will be integrated with the curriculum of the other grades in the classroom.
5. the qualifications of the teacher to conduct a K+ room.

The teacher will be interviewed by the SECC Early Childhood Specialist.

*VOTED: 4/25/91, Reaffirmed 10/92; EMT - 3/06, Ed Board Reaffirmed - 5/06 (Modification)*

### **A-13 TEACHING PRINCIPAL - Job Description**

*Teaching is the major responsibility of the Teaching Principal. Administration is secondary to that of teaching.*

Specifically the responsibilities include:

#### A. Teaching Responsibilities

1. To teach part- or full-time.
2. To teach the curriculum as set forth by the Pacific Union Conference Department of Education and local conference.
3. To maintain student conduct consistent with guidelines set by the Conference Board of Education and specific regulations adopted by the School Board.
4. To communicate to parents as it relates to student progress and/or behavior.
5. To keep and maintain records of student's academic progress.
6. To maintain attendance records.
7. To provide or delegate leadership in co-curricular programs and off-campus activities and tours.
8. To provide spiritual leadership.

#### B. Administrative Responsibilities

1. To give notice of and attend all School Board and/or Committee meetings.
  - a. Serve as recording secretary (Optional)
  - b. Prepare agenda in cooperation with School Board Chairperson
  - c. Prepare minutes
2. To serve as agent of the School Board in administering policies set forth in the Pacific Union Education Code, by the Conference Board of Education or School Board.

## **A-13 BOARD OF EDUCATION POLICIES**

3. To provide leadership to the school evaluation process in cooperation with school Board, Conference and Union Office of Education.
4. To administer the school's operations such as school plant, fiscal, janitorial and custodial services.
5. To develop and maintain a record-keeping system to ensure the security of all school and board records including:
  - a. Student scholastic, health and attendance records
  - b. Minutes of faculty meetings and faculty committee
  - c. Minutes of the School Board and Board Committee meetings
6. To develop and maintain positive community relations. To represent the school as its official spokesperson to the patrons of the school, to the school board, and to the public in general. To articulate and communicate to the Board and to the constituency the education plans and programs of the school.
7. To provide a safe school environment by developing emergency procedures and safety drills.
8. To provide leadership in the academic development of the school.
9. To delegate non-teaching duties to the teachers.

The Teaching Principal job description does not typically include the following:

1. Accept major church responsibilities.
2. Assume janitorial and/or maintenance responsibility of the school.
3. Assume bookkeeping and/or the accounting responsibilities.

Reference Materials: Small School Survival Guide, Pacific Union Conference Education Code

*VOTED: 1/27/92; EMT Reaffirmed with modification - 3/06, Ed Board - 5/06, EMT Reaffirmed with modification 3/2007, Ed Board-5/07*

## BOARD OF EDUCATION POLICIES F-1

### F-1 TEMPLE PLAN GUIDELINES FOR CHURCH'S SUPPORT OF CHRISTIAN EDUCATION K-12

Internal Revenue ruling 83-104 permits churches to financially support Christian Education by what we have historically known as the TEMPLE PLAN. Following are the guidelines voted by the Board of Education of the Southeastern California Conference.

#### **DO:**

1. Allow all children who are members or whose parents are members to attend the church school for no direct tuition charge. (Admission regulations of the school and grade level, age level, beginning support of the church dates must be evenly applied regardless of the parameters may be set but must be evenly applied.)
2. Solicitation for funds for church operation (which includes the school) must be made to all members of the church. Suggestions for support amounts based on ability to pay must be applied to all members.
3. Costs of operating the church program (i.e., Sabbath School, Church School, Pathfinders, Evangelism, Church Office Expense, etc.) must be given to all members in soliciting for VOLUNTARY giving.
4. When computing the amount of subsidy to the school from the church the tithe base and the number of children from the church enrolled in the school should be used. (Since IRS indicates that more money should be spend on other activities (programs) of the church than is expended on the school operation, TOTAL giving to the church which includes tithe, building funds, church expense, etc. should be compared to the amount sent to the school.

#### **DON'T:**

1. Solicit Temple Plan support solely from parents.
2. Never as a part of school registration sign parents or anyone to a pledge for Temple Plan support.
3. Never say or infer that especially the parents are responsible for the Temple Plan.
4. Never send pledge reminders or any communication to parents only that support is needed or due for the Temple Plan (See #4 above)

*VOTED: 9/83, Reaffirmed 12/92 Education Board*

## **F-2 BOARD OF EDUCATION POLICIES**

### **F-2 CHURCH SUBSIDIES PAST DUE**

VOTED, the policy dealing with churches that are past due in paying church school subsidy as follows:

STEP I When a church falls 45 days in arrears, the school principal or treasurer will make personal phone contact with the pastor and church treasurer to make them aware of the need for payment.

STEP II If the church falls 60 days in arrears, the pastor and the church treasurer will be requested to meet with either the local school board finance committee and/or the local school board to facilitate a solution. The solution for subsidy indebtedness should be addressed and include pay schedules, subsidy readjustments or other alternatives.

STEP III If a church falls, 75 days in arrears, a letter will be sent from the school to the pastor and church treasurer with copies sent to the Conference President, Treasurer, and Superintendent of Schools informing them of the problem of subsidy nonpayment.

STEP IV When a church falls 90 days in arrears and at the request of the local school board, the Superintendent of Schools will write a letter to the pastor requesting a meeting to discuss the subsidy nonpayment problem.

STEP V At 120 days, the pastor will be requested to meet with the Conference Administrative Officers to discuss the problem of subsidy nonpayment.

UPDATED 8/86: A paper trail of Steps I through V will be available to the administrative officers to review the problem resolution attempts and sent to the Superintendent of Schools at Step IV.

*VOTED: 9/24/86, Reaffirmed 3/92 EMT, Reaffirmed 12/92 Education Board*

### **F-3 NON-CONSTITUENT TUITION RATES**

Seventh-day Adventist students from Southeastern California Conference churches belonging to a school constituency will be allowed to attend any Southeastern school at the regular Seventh-day Adventist tuition rate.

The tuition and fees charged to students from churches that DO NOT participate in the support of Christian Education by paying operating subsidies to a school as a member of

## **BOARD OF EDUCATION POLICIES F-2**

a school constituency shall be the actual cost per student for that school year. To compute this amount, divide the opening enrollment into the total operating budget expense after excluding the conference subsidy. That amount will determine that year's charge.

*VOTED: 10/77 Conference Executive Committee, Reaffirmed 3/92 EMT & 1/93 Education Board*

### **F-4 CHURCH SUBSIDIES FORMULA**

Church subsidies to schools will be computed on the basis of a formula approved by each school board.

Each school board shall determine the total subsidy needed from the constituent churches and then distribute the amount to each church as determined by the application of the approved formula.

*VOTED: 12/84, to be implemented effective 7/85, Reaffirmed 3/92 EMT & 1/93 Education Board*

### **F-5 CAPITAL ASSESSMENTS**

Churches or companies joining a school constituency during a capital assessment would pay the same percentage of the remaining capital commitment as they are paying for operating subsidy unless the local school board specifically votes they not pay capital subsidy until they are present for the vote.

## **MORATORIUMS**

Under unusual circumstances a moratorium of not more than three years may be granted to a church or company. The amount of total assessment to be paid during or at the end of the moratorium shall be decided in advance along with the payment schedule. This is to be requested of the local school board by a church business meeting. The local school board passes the request on to the Conference Committee for a final decision.

*VOTED: 3/80, Reaffirmed 3/92 EMT & 1/93 Education Board*

## **F-6 BOARD OF EDUCATION POLICIES**

### **F-6 CRITERIA FOR CHANGING SCHOOL CONSTITUENCIES**

#### Feasibility Study and Approval Sequence

- Step I Pastoral Staff or Church Officer contact the Office of Education to:
- a. Make superintendent aware of interest for study
  - b. Determine alternatives, logistics, and rationale for specific study
- Step II Make Church Board aware of study proposal with rationale
- Step III Plan and conduct a study by:
- a. Having the Church board vote a committee of from 2-5 with an ex-officio member from the Conference Office of Education appointed by the superintendent of Schools
  - b. Conduct the study and write a report of the findings
- Step IV Submit
- a. Office of Education
  - b. Church Board and Church Business Session
  - c. Allow a one-month study of report and recommendations before a decision is made
- Step V Church Business Session  
Vote to accept or not accept with or without modification and submit to conference Board of Education
- Step VI Conference Board of Education
- a. Receive report and vote approval with or without modification or disapproval
  - b. Send to Church Board the action taken and rationale

*VOTED: 3/80, Reaffirmed 3/92 EMT & 1/93 Education Board*

### **F-7 STOP LOSS POOL**

This pool is established to assist schools and centers with the expense of termination settlements, retirement allowances and retirement moves. An academy may bill the pool for one half the expense. Academies pay the balance of the expense. One half the expense for a small school employee may be billed to this pool. The education operating fund shall pay the balance for small school employee. A child development center

## **BOARD OF EDUCATION POLICIES F-7**

may bill the pool for one half the expense. The center shall pay the remaining one half of the expense.

The pool is funded as follows: Academies pay one quarter of one percent (.0025) of annual wages for all employees, excluding student workers. The education operating fund pays one quarter of one percent of annual wages for all schools' employees. Academy attached child development centers have their wages included in the calculation for the education operating fund subsidy of the pool.

The Office of Education shall monitor the fund balance and adjust the percentages and flat rate.

*VOTED: 11/81, Reaffirmed 8/92 EMT & 1/93 Education Board, Ammended 6/02 Education Board*

### **F-8 ACADEMY AUDITS AND AUDIT MANAGEMENT LETTER**

All Schools audited by the General Conference Auditing Service shall review the Audited Statements and the Audited Management Letter in the school finance committee and school board. The finance committee and school board shall take appropriate actions which are recorded in the minutes.

*VOTED: 6/82, Reaffirmed 8/92 EMT, Reaffirmed 1/93 Education Board*

### **F-9 SUBSTITUTE TEACHER PAY RATES AND SUBSIDY**

#### **SHORT TERM**

The daily rate for reimbursing substitute teachers will range from 2.5% to 5% of the General Conference wage factor for area A. The amount an individual substitute is paid within that range will be determined by the certificate held and the community substitute rate.

#### **LONG TERM**

After the 20th consecutive day of substituting, the substitute will be paid according to the daily rate figured the appropriate scale as if he/she had a teaching contract. The salary is retroactive to day 1 (see Education Code #4042). The conference Office of Education will pay 100% of the cost of a substitute for K-8 teachers who are ill beyond 20 working days until the original teacher is no longer receiving salary.

#### **JURY DUTY**

The conference Office of Education will pay 100% of the cost of substitutes for K-12

## **F-9 BOARD OF EDUCATION POLICIES**

teachers who are called to jury duty, ten days maximum.\*. Teachers absent for jury duty should be so indicated on the Substitute Teacher Report form for the school to qualify for 100% reimbursement.

### **LONG-TERM SUBSTITUTE TEACHER-CONTRACT**

A position becomes officially open when a teacher resigns, is terminated, is dismissed or extends a leave past the point required by law, by policy or permitted by action of the school board. The board may at that point eliminate the position. If the position is not eliminated the employee filling the open position shall be provided a contract for the balance of the year. The employee is eligible for benefits. The contract and benefits should begin with the month following the position becoming officially open. If the position is for a ten-month employment plan, the employee shall be paid on a daily rate for the balance of the contract.

### **PROCEDURES FOR REPORTING SUBSTITUTE TEACHERS**

The Office of Education will reimburse schools 1/3 of the expense of substitute teachers for K-8 for the first 20 days. To receive this reimbursement the school must send the white copy of the Substitute Teacher Time Report to the Office of Education giving the name of the substitute teacher, certification status, dates on which taught, the name of the teacher replaced and the amount paid. This reimbursement is made once each year at the close of the school year, using the forms which have been sent to the Office of Education.

The local school treasurer or administrator should report the names of the substitute teachers on the monthly Auxiliary Personnel Salary Report to the Conference. For Conference Payroll, the check will be mailed to the substitute teacher from the Conference Office. A W-4 for should also be filled out and sent with the report, if none is on file with the Treasurer's Office.

Teachers absent from duty for personal reasons, other than sickness or death in the family, will have the Personal Leave Policy applied.\*

\*See policy P-1

*VOTED: 3/84, Updated 3/87, 5/90, Reaffirmed 1/93 EMT & Education Board, Amended 6/02 Education Board*

## **F-10 AUTO INSURANCE**

In the event an employee eligible for auto insurance assistance has a claim, the first \$50 of the collision or comprehensive deductible will be paid by the employee and the remainder of the deductible will be paid by the employing organization. If the employee or the

## BOARD OF EDUCATION POLICIES F-10

insurer brings a liability claim against a third party and recovery is realized, reimbursement shall be made to the employing organization for any amounts previously paid by the employer above the first \$50 of the deductible. See NAD Working Policy X30-15

*VOTED: 1/93 EMT & Education Board*

### F-11 SETTING SCHOOL SUBSIDY

#### **PREAMBLE:**

It is very important that churches in a constituency support the local school with a subsidy according to a uniform formula. This policy is designed to foster the church board's participation in setting school subsidy. It provides for a period of time for review and a mechanism to review unusual circumstances. Once the subsidy is adopted, each church is responsible for its share until paragraphs 2, 3 and/or 4 have been completed.

1. Each year the school board shall set the proposed subsidy for the following school year.
  - a. The subsidy amounts shall be presented to the church boards or school board. No final action shall be taken for one month. The pastors and church treasurers of all constituent churches shall be notified in writing of the proposed subsidy. He shall have the opportunity to present the subsidy to his church board.
  - b. After one month has elapsed and the church boards have had an opportunity to review the proposed subsidy the school board may take a final action on the subsidy. Such vote shall require a two-thirds vote of all members voting to pass.
2. A church that feels that its proposed subsidy calculated by the uniform subsidy formula creates a substantial hardship may negotiate with the school's finance committee\*. Any modification must be voted by the school board.
3. During the fiscal year the subsidy is in effect, any church that experiences a significant changed condition may request the school's finance committee\* for a modification of its subsidy. A modification may be granted by vote of the school board.
4. Issues that remain unresolved between a local church and the school board may be heard and resolved by the Southeastern California Conference Board of Education.
5. If a church appeals its subsidy it shall continue to pay the prior approved subsidy until the matter has been resolved.

\*Schools that do not have a standing finance committee may have this done by the school board itself.

*VOTED: Education Board 11/87 & Executive Committee 2/88, Reaffirmed 1/93 EMT & Education Board; 4/94 SECC Executive Committee*

## **F-12 BOARD OF EDUCATION POLICIES**

### **F-12 REMOTE CHURCHES' SUBSIDY**

Churches that are not in a school constituency because they are geographically isolated will support the education of the children of the church by paying eight percent of the prior year's tithe into a Christian Education Fund. The churches shall make this payment on a monthly basis. The amount paid shall be recalculated each year beginning July 1.

The management of this fund shall be by the Superintendent of Schools under a policy developed by the Board of Education.

This policy shall begin effective July 1, 1989 and be implemented in a three-year phase-in. During the first year, the percent of tithe shall be three. During the second year, the percent shall be increased to six. Beginning the third year, the percent shall be eight.

RATIONALE The education of our children is the business of all the churches. It is too heavy a burden to be carried by the parents of the children. ALL the churches must share in this responsibility. Churches that are geographically remote from any school are unable to participate in the normal administrative support of Christian education through board attendance and support of the activities and events of the local school. They can support Christian education through the payment of a subsidy to be used for tuition assistance to students. Simple equity and parity call for such a policy.

*VOTED: Board of Education as a recommendation to the Executive Committee 10-88 & Executive Committee 10/88, Reaffirmed 1/93 EMT & Education Board; 4/94 SECC Executive Committee*

### **F-13 LOW INCOME SCHOLARSHIP**

The Low Income Scholarship Program is funded and managed by the Office of Education. This program is processed through the schools for their K-12 students enrolled in schools within this conference.

The school is required to give a 10% tuition discount for a student receiving LIS assistance unless the school is already giving a family discount or other discount.

A GREEN FORM is used for each family who is applying for assistance. This form contains financial guidelines which determine who qualifies for assistance based on the Adjusted Family Income\*. The green forms are sent to each school for distribution. These will then be processed at the school site and a determination made by a local school committee as to each applicant's eligibility. These will then be forwarded to the

## BOARD OF EDUCATION POLICIES F-13

Office of Education, no later than August 1.

Amounts for K-8, 9-12 day academy, and 9-12 boarding academy students will be not be set each year until after the August 1 deadline. Available funds will then be divided among the students who qualify. The Office of Education will forward the scholarship funds for first semester to the schools. Distribution of funds to schools with qualifying students who remain enrolled for the second semester will occur on or about February 1. Provision is to be made for students to qualify after the school year has begun.

\*The Adjusted Family Income must be at or below the amount determined each year as printed on the Green Form. This is determined by taking the adjusted gross family income, taken from Form 1040A line 16 or 1040 line 31, and subtracting \$3,600 for each child in the family. Each green form must be signed by a school official indicating that the family eligibility was determined from a submitted copy of the 1040 or 1040A.

*VOTED: 6/28/93 Education Board*

### **F-14 HEALTH PLAN COVERAGE CLASSIFIED HOURLY EMPLOYEES**

Classified hourly employees working at least 38 hours per week for the entire school year shall be eligible for health care coverage through the conference health plan. The employing school shall pay the premium. This coverage is for the employee only. The employee may buy in for coverage for the spouse and dependents.

Schools may elect to provide coverage for the spouse and family or pay a portion of the buy in costs provided all classified hourly employees are treated equally.

*VOTED: 10/93 Education Board, Reaffirmed 5/01 Education Board*

### **F-15 TUITION DISCOUNT FOR DEPENDENT CHILDREN OF HOURLY EMPLOYEES**

A tuition discount shall be provided by the SECC school attended for the children of full-time hourly employees of any SECC school.

- 1. Eligibility:** To be eligible for the tuition discount the student must be:
  - a. an unmarried dependent of the employee;
  - b. eligible to be claimed as a dependent on the employee's income tax return;
  - c. born to, legally adopted, or be a step-child by marriage receiving less than 50 percent of support from his/her natural parents.
  - d. Enrolled full-time in an SECC school

## **F-15 BOARD OF EDUCATION POLICIES**

- e. The child of a full-time hourly employee of that or another SECC school. A full-time hourly employee is one who works at least 1596 hours annually. (42 weeks x 38 hours) A full-time hourly employee hired after the beginning of the school year is entitled to benefits on a prorated basis.
- 2. Discount:** A discount of 35 percent of the tuition and all required fees shall be provided by the SECC school where the student attends. This discount is calculated on the gross charges for tuition and required fees according to the current bulletin, before family or other discounts. On-time discounts may be deducted before calculating this discount.

*VOTED: 1/99 EMT & Education Board*

## **F-16 EDUCATIONAL SCHOLARSHIPS FOR CDC TEACHERS**

Educational assistance of 35% of tuition and fees shall be provided for dependents of full-time CDC teachers. Students must be enrolled in a SECC school in grades K-12. The cost will be shared as follows: 17.5% from SECC, 12.5% from the school where the child attends, and 5% from the CDC where the teacher is employed.

*VOTED: 9/20/99 Education Board & 11/4/99 EMT*

## **F-17 TUITION ASSISTANCE FOR SALARIED EMPLOYEES**

Southeastern California Conference has modified the tuition assistance policy for salaried employees (Education Code section 4130 and NAD Working Policy section x 24) in the following manner:

Tuition Assistance is provided to students that attend a foreign Adventist high school or college. The assistance is 70% of tuition, fees, and room and board charged by the school. This amount shall not exceed 70% of tuition at La Sierra University or Monterey Bay Academy. (This modifies Education Code section 4130 K and L.)

Tuition assistance is granted to students attending an Adventist academy or college/university outside the employee's territory if the school is denominationally owned. Students attending an independently run Adventist school must petition to receive assistance. (This modifies section B.1. and K.)

The age for eligibility is age 26. (This modifies section C.1.b.)

Students attending a five-year program that combines undergraduate studies with a pro-

## **BOARD OF EDUCATION POLICIES F-17**

fessional training need to petition for approval. Certain programs have been approved for assistance. (This modifies sections G. and I.)

Petitions for coverage may be made to the Superintendent of Schools and are presented to SECC Administrative Council for decision.

*VOTED: 1/29/01 Education Board*

### **F-18 ADDITIONAL PENALTIES FOR FAILURE TO COMPLETE CERTIFICATION**

Certificated employees who are granted three years four summers to complete requirements for a basic, standard or professional certificate under Education Code section 4016 note a (5) or note c and who fail to complete the requirements within three years and four summers shall have the salary reduced by 5% points. If the employee makes annual progress toward certification the salary shall not be further reduced. If the employee does not make annual progress an additional 4% reduction in salary shall occur each contract year until the salary reaches 77%.

*VOTED: 6/9/03 Education Board*

## **P-1 BOARD OF EDUCATION POLICIES**

### **P-1 LEAVE POLICY**

**The Leave Policy applies to all certificated and classified employees except hourly industrial employees.**

Leave is of two general types: paid leave and non-paid leave. This policy does not include vacation or holidays.

All paid leave days used shall be documented by a combination of any of the following forms applicable to a specific employee: worker's time card, monthly worker's report, employee attendance record, substitute reimbursement request form, and principal's monthly report.

#### **PAID LEAVE**

##### **GENERAL PROVISIONS**

Salaried full-time benefit eligible employees accrue paid leave at the rate of .833 days per month (10 days annually for full-time employees) and the same percentage of .833 days per month as the percentage of full-time worked by a part-time employee. Hourly benefit eligible employees accrue paid leave at the rate of .046 hours per hour worked with a maximum yearly accrual of 80 hours. Full-time benefit eligible employees are defined as salaried employees paid 100% of a ten-month or twelve-month employment plan or hourly employees that work a minimum of 1,596 hours a year. (42 weeks x 38 hours a week.)

Hourly part-time employees are eligible if they work a minimum of 1,040 hours a year. Salaried part-time employees must work at least 50% of full-time for at least 36 weeks a year to be eligible. Salaried part-time employees accrue paid leave at the percentage of full time they work. The partial work day accrued by part-time salaried employees is recorded as the appropriate percentage of a full work day. For example: 10 partial days of accrued leave of an employee working 75% of full-time are recorded as 7.5 days. A partial day of paid leave used is deducted from the record as .75 day. Hourly part-time employees accrue paid leave at the rate of .046 hour per worked.

All paid leave is subject to the amount of paid leave accrued. Paid leave credit can never exceed paid leave accrued.

The maximum number of days that may be carried over to a new year is 130 days for full-time salaried employees, the appropriate percentage for part-time salaried employees, or 1,040 hours for hourly employees. In addition 10 days

## **BOARD OF EDUCATION POLICIES P-1**

are earned during a current school year. The employee uses current earned leave until it is depleted and then uses accrued paid leave.

Employees who transfer from other denominational employment who have been eligible for paid sick leave accrual will be given the amount actually accrued and unused or, if that is not ascertainable, five days for each year worked full-time in the other denominational organization(s). A transferring employee would be given the percentage of five days equal to the percentage of full-time they have worked.

An employee who has a break in denominational employment and is eligible to count pre-break years of service toward retirement is also eligible to retain paid leave accrued before the break in service.

Accrued paid leave shall not be convertible to salary or wages or considered as credit payable at the termination of employment.

Medical and personal leave shall be deducted from paid leave. Birth/Adoption, Bereavement, and Jury Duty shall not be deducted from paid leave.

When an employee receives an administrative or travel budget and is unable to work, this budget will be terminated after 30 days absence.

Vacation time for which the employee is eligible may be used to extend salary or wages when accrued paid leave is exhausted. This only applies to hourly and twelve-month salaried employees.

A part-time or full-time employee may donate the percentage of two paid leave days per year equal to the percentage of full-time the employee works to another full-time employee who has exhausted his/her paid leave. A part-time or full-time employee may donate the percentage of two paid leave days per year to a part-time employee equal to the percentage of full-time worked by the receiving employee. An employee may use a maximum of twenty (20) donated paid leave days. The donation is to be done in writing, and attached to the donor's and recipient's attendance card.

Except for recording purposes, a work day refers to that percentage of a full work day for which a person is employed. An accrued paid leave day is converted to and recorded as a full work day.

## **P-1 BOARD OF EDUCATION POLICIES**

### Implementation Notes:

Injury or illness which keeps an employee off work for more than 90 consecutive days is covered after 90 days by the long term disability insurance. Payments from the sick bank end when the long term disability insurance begins.

Injury or illness that is covered by worker's compensation coordinate benefits. The employee is advanced full pay from the sick bank until worker's compensation status is established. When the worker's compensation payment is received the employee will need to return the advance payments and the sick bank will be credited accordingly. (Worker's compensation cannot pay the worker's compensation benefit to the employer.)

### MEDICAL LEAVE (SICK LEAVE)

Medical leave is for the personal illness or injury of the employee.

Elective medical, dental, or surgical appointments should be scheduled, when possible, so that they do not interfere with the employee's regular work schedule.

Illness or injury leave extending for more than 5 consecutive work days shall be by recommendation of the attending physician. The employer may request a written evaluation and recommendation. The employer may request a medical evaluation by a physician of the employer's choice. The employer shall have the right to determine if paid leave will be granted after reviewing the medical recommendations.

Non-work related injury or illness is deducted from the paid leave bank.

Long term disability insurance may be available after 90 days.

Medical leave is coordinated with the Family Care and Medical Leave. (See that section for more information.)

### PREGNANCY DISABILITY LEAVE

**Provision** - Pregnancy disability leave will be granted on the same basis as medical leave for a total of up to four months in accordance with the Medical Leave Policy. An additional twelve weeks may be taken, for a total of seven months, under the Family Care and Medical Leave Policy. The beginning date and duration of the pregnancy disability leave shall be in harmony with the advice of the attending physician.

## BOARD OF EDUCATION POLICIES P-1

**Remuneration** - Beginning with the first day of pregnancy disability leave, regular remuneration will be continued and shall be charged as paid leave time (maximum of four (4) months). If the employee chooses to take the additional months under the Family Care and Medical Leave Policy (for a total of seven months), these months will be without remuneration.

**Letter of Intent** - Prior to the beginning of the pregnancy leave, the employee must submit to the school and the Office of Education a letter of intent as to the plans for returning to work following the pregnancy leave.

**Post Leave Employment** - An employee returning from pregnancy disability leave will be returned to the same position as held prior to the leave, provided such position is still available, or to a substantially similar position.

### PERSONAL LEAVE - (Teachers)

By approval of the immediate supervisor and with adequate notice to secure a qualified substitute, a teacher may request leave for personal reasons. Two week days maximum, per school year, will be permitted with pay. These are not intended to extend a regular holiday or vacation. Such leave time will be charged against the teachers' paid leave. At the discretion of the administrator, any leaves for personal reasons taken beyond the two days will be taken without pay or the cost of a substitute will be deducted from the employee's wages.

### BIRTH/ADOPTION LEAVE

A leave of five days shall be granted for the birth or adoption of a child. This is available to both men and women. This leave shall not be deducted from paid leave.

Leave taken because of pregnancy-related illness or postpartum illness is treated as medical leave. It is not counted as part of the five-day birth/adoption leave, but is in addition to it. Birth/Adoption Leave is coordinated with the Family Care and Medical Leave. (See that section for more information.)

### BEREAVEMENT LEAVE

Three work days of paid leave may be taken for death in the family. The site administrator has the discretion to extend this leave for extenuating circumstances. This leave shall not be deducted from paid leave.

## **P-1 BOARD OF EDUCATION POLICIES**

### FAMILY ILLNESS

Five work days per year may be taken for illness in the immediate family. Such leave time will be charged against paid leave and will be coordinated with the Family Care and Medical Leave. (See that section for more information.)

### JURY DUTY

Employees selected for jury duty may be paid for up to 10 work days. This time shall not be deducted from paid leave.

### SABBATICAL

See Pacific Union Conference Education Code: 1752

## **NON-PAID LEAVE**

### ILLNESS/INJURY

The minimum period of time a job may be held open depends on the employee's years of service.

### MEDICAL LEAVE POLICY SCHEDULE

Time of Service	Minimum Period Job Held Open (Includes medical-leave time)
First 90 days	At employer's discretion
91st day to 1st year	2 weeks
1st to 6th year	12 weeks plus unused vacation
7th to 11th year	4 months plus unused vacation
12th to 14th year	5 months plus unused vacation
15th year and over	6 months plus unused vacation

## **BOARD OF EDUCATION POLICIES P-1**

### **FAMILY CARE AND MEDICAL LEAVE**

Benefit eligible employees, who have been employed for at least 12 months and have worked 1,250 hours in the past 12 months at Southeastern California Conference, are eligible for up to 12 weeks of unpaid Family Care and Medical Leave. Family Care and Medical Leave includes time off for the birth or adoption of a child, legal ward, child of a person standing in loco parentis, or to care for a spouse, parent or person who stood in loco parentis to the employee, or child who has a serious health condition or to attend to a serious personal health problem.

A serious health condition is defined as an illness, injury, impairment or condition that involves inpatient care or continuous treatment or supervision by a health care provider which warrants the participation of the employee.

Family Care and Medical Leave granted for the birth of a child will be limited to three months (12 weeks) in situations in which the employee has already taken the four month pregnancy disability leave (no more than 7 months total per birth).

In cases where both spouses work for SECC and the leave is for birth, adoption, foster care placement, or serious illness of a child, the limit of the leave is 12 weeks between them per year.

Any accrued vacation time must be used at the beginning of the Family Care and Medical Leave. Sick leave time may be used for serious personal health problems, at the written request of the employee. Benefits will continue during the approved Family Care and Medical Leave.

Employees should give reasonable advance notification when need for such a leave is foreseeable. A written request should be submitted to the school and to the Human Resources Department 30 days prior to the requested leave time. Certification from the doctor of the date on which the condition commenced, its probable duration, and the need of the patient for care by the family member and the amount of time that employee needs to care for the patient, should be attached to the request.

### **PERSONAL LEAVE**

In addition to the two work days paid leave, three work days a year shall be allowed for unpaid or partially paid personal leave (see previous paid personal leave section). Any time beyond a total of five days must be approved by the Office of Education.

## **P-1 BOARD OF EDUCATION POLICIES**

### LEAVE OF ABSENCE

Upon application of the employee and approval of the Board of Education and upon recommendation by the local board, an employee may be granted a one-year leave of absence. No promise of employment upon return may be given the employee.

*REPLACE: 2/83, VOTED: 3/90, Ed Board Revised 5/98*

## **P-2 DIVORCE**

In cases where conference employees in positions of high visibility and influence initiate a divorce for causes other than stated in Scripture and resist efforts for conciliation, it is recommended that they not be continued in such employment irrespective of the measure of the employee's capabilities.

*VOTED: 4-79, Conference Committee*

## **P-3 TEACHER EVALUATION POLICY**

### DEFINITION:

Evaluation is the sum total of all the observations an administrator has made of a teacher during the evaluation period. These observations include learning environment, instructional techniques, professional responsibilities and spiritual leadership, both in and out of the classroom.

### TEACHING STATUS:

#### *REGULAR STATUS*

An evaluation shall occur every two (2) years. The teacher and/or administrator may request an increase in frequency.

#### *PROVISIONAL STATUS*

An evaluation shall occur each semester with two evaluations being done each school year. (see Education Code - 3204)

#### *PROBATIONARY STATUS*

One evaluation shall occur each ninety (90) day period of probation. (see Education Code - 3130)

FILING OF SUMMATIVE EVALUATION FORMS:

After the Summative forms are completed each June, a copy shall be sent to the South-eastern California Conference Office of Education.

All evaluations shall be done on the approved form.

*APPROVED: 6/90 Education Board, 1/92 Union Board of Education as pilot*

**P-5 EXCEEDING ALLOCATED FTE'S - Teacher Billing Schools**

In order to qualify for hiring an additional teacher, which is totally funded by the local school board, the following steps should be followed:

**PROCEDURE**

**Step I**

Letter of request to Office of Education to include:

- a. Cash on hand
- b. Enrollment list with proof of deposit
- c. Proposed budget
- d. Church & school board vote
- e. Rationale

**Step II**

Recommendation from Office of Education

- a. Accounts receivable - last three years
- b. Review of information from Step I

**Step III**

Board of Education Action

- a. Recommendation from Office of Education (based on Steps I & II).

**FACTORS TO BE CONSIDERED BY BOARD OF EDUCATION**

1. A review of accounts receivable - last three years.
2. Funding
  - a. Reserves or
  - b. A local plan that would ensure sufficient funds.
3. Projected enrollment
  - a. List of students, grade and church affiliation.
  - b. Application & deposit from each student.\*

## **P-5 BOARD OF EDUCATION POLICIES**

4. Church\* and school board vote in support of extra teacher.
5. Proposed budget.
6. Rationale regarding the need for an extra teacher.
7. Letter of request.

\* Small Schools

*VOTED: 3/93 EMT & Education Board*

## **P-6 TEACHER EVALUATION - Principal's Role**

Teacher evaluation is among the most important duties of the principal. It is a key element in teacher improvement. It is required by the education code and therefore a legally binding employer responsibility.

Full-time principals are required to complete teacher evaluations in a timely manner on the form approved by the Board of Education. Failure to complete this responsibility shall result in the following:

1. The evaluation of the principal shall note a failure to complete teacher evaluations.
2. The school personnel committee shall be informed of this failure.
3. No principal shall be employed for a term of more than one year if the principal has not had a history of substantially completing all teacher evaluations in a timely manner.
4. The principal's administrative budget shall be selected from the range provided in Education Code section 4060. If the principal has completed substantially all of the evaluations for the year the largest allowance shall be used. If the principal has completed no evaluations the lowest figure shall be used. If the principal has completed some evaluations but not all, a figure within the range shall be selected by the Superintendent to reflect the percentage of evaluations completed.

*VOTED: 11/22/93 Education Board*

**P-7 YEARS OF EXPERIENCE CREDIT FOR CDC TEACHERS**

For the purpose of placement on the K-12 salary scale, the years of teaching experience in a Child Development Center shall be calculated as follows:

- A. Full credit shall be given for years taught in a CDC while holding a Baccalaureate degree.
- B. Half credit shall be given for years taught in a CDC while holding an Associate degree.

*VOTED: 9/20/99 Education Board & 11/4/99 EMT*