

# **YELLOW BOOK 2025-2026**

## **CLASSIFIED EMPLOYEE HANDBOOK**



## Contents

GENERAL INFORMATION.....	3
IT IS IMPORTANT THAT YOU ARE AWARE OF THE FOLLOWING.....	4
SAFETY POLICY STATEMENT .....	5
EMPLOYMENT POLICIES .....	6
Employment of Classified Personnel – General Policies – E18.....	7
E18-104    Employment Policies – Classified Personnel.....	7
E18-108    Employer .....	7
E18-112    Employment Agreement for Classified Employees.....	7
E18-116    Conditions of Employment .....	8
E18-118    Dealing with Offenders in Financial Matters .....	10
E18-120    Nondiscrimination Exception – Employment .....	10
E18-124    Employment Status of Classified Personnel.....	10
E18-128    North American Division Retirement Plan.....	10
E18-132    Service Records for Classified Personnel .....	11
E18-136    Service Credit for North American Division Defined Benefit Retirement Plan.....	11
E18-140    Termination Settlement.....	13
E18-144    Harassment Policy.....	15
E18-149    Employment of Sexual Offenders (Employment and Productivity).....	17
E18-148    Sexual Misconduct Policy Guidelines.....	18
Salaried Classified Personnel – E19 .....	20
E19-104    General Provisions for Salaried Classified Personnel.....	20
E19-108    Definition of Salaried Classified Employment Status.....	20
E19-112    Employment Plan for Salaried Classified Employees .....	20
E19-116    Remuneration for Full-time Salaried Classified Employees .....	20
E19-120    Vacation and Paid Holidays – Full-time Salaried Classified Employees.....	21
E19-124    Leaves for Full-time Salaried Classified Employees .....	22
E19-128    Status Change .....	23
E19-130    Completion of Contract of Salaried Classified Employee [New Policy 11/2023].....	23
E19-132    Resignation of a Salaried Classified Employee.....	23
E19-136    Administrative Leave of a Salaried Classified Employee.....	23
E19-140    Termination of a Salaried Classified Employee.....	24
E19-144    Retirement of a Salaried Classified Employee .....	25
E19-148    Post-Retirement Employment of a Salaried Classified Employee .....	25
Hearing and Appeal Processes for Eligible Employees – E20 .....	26
E20-104    Hearing and Appeal Processes .....	26
Non-Exempt Classified Personnel – E21.....	29
E21-104    General Provisions for Non-Exempt Classified Personnel .....	29
E21-108    Definition of Non-Exempt Classified Employment Status.....	29
E21-112    Employment Plan for Non-exempt Classified Employees.....	29
E21-114    Local Employees.....	29
E21-116    Remuneration for Non-exempt Classified Employees.....	29
E21-120    Vacation and Paid Holidays.....	30
E21-124    Leaves for Non-exempt Classified Employees .....	32
E21-128    Status Change .....	32
E21-132    Resignation of a Non-Exempt Classified Employee .....	32
E21-136    Administrative Leave of a Non-exempt Classified Employee .....	32
E21-140    Termination of a Non-exempt Classified Employee .....	33

E21-144	Retirement of a Non-exempt Classified Employee .....	33
E21-148	Post-Retirement Employment of a Non-exempt Classified Employee .....	33
PERSONNEL POLICIES & BENEFITS.....		34
Classified TK-12 Employee Outline of Benefits .....		35
Conflict of Interest.....		36
Insurance Plans.....		37
Fitness For Life.....		38
Leave Policy (P-1).....		40
Exempt Employee.....		40
Non-exempt Employee.....		48
Exempt Employee Vacation Policy .....		55
Holidays .....		57
Wage & Hour Summary Non-Exempt Employees .....		58
Survivors Benefit .....		59
Tuition Discount for Dependent Children of Hourly Employees.....		60
Tuition Assistance For Children of Salaried Employees .....		60
FINANCIAL POLICIES .....		62
F12-112	Wage-Step Placement Schedule – Non-exempt Classified and Instructional Aides.....	63
F12-112	Salary-Step Placement Schedule – Elementary and Secondary Certificated Administrative Personnel and Salaried Classified Administrative Personnel [Revised – 04-2010] .....	66

# GENERAL INFORMATION

## EMPLOYMENT POLICIES

### IT IS IMPORTANT THAT YOU ARE AWARE OF THE FOLLOWING:

1. The Education Code can be accessed on the SECC/OE web page: [www.secceducation.org](http://www.secceducation.org) under the Educator Links > Codes & Policies section > Education Code (updated 2024).
2. Items in this Yellow Book affect your salary, paid leave, vacation time, medical insurance and other insurance plans.
3. New Employees – Required Forms: there are several forms & processes that must be completed through our HR Onboarding platform, BambooHR before you are able to work. They are as follows:
  - a. **Employment Application Form** – This must be completed and turned in to your local school.
  - b. **Church Membership Verification** – Our office uses the information on the Employment application to check where the new employee holds church membership. Membership must be verified. If membership is not in the Southeastern Conference, you will need a letter from your pastor where your membership is held and submit through the onboarding platform.
  - c. **Criminal Record Background Check** - California state law mandates a Criminal Records Check as a condition of employment. This process must begin as soon as the school board votes for employment. Costs are paid by the employee. Employees may obtain clearance by “LIVESCAN” within 72 hours. A LIVESCAN form, instructions for filling out the form, and instructions for finding the Livescan Facility nearest you, are included in the onboarding process.
  - d. **Employment Eligibility Verification (INS Form I-9)** - This is the INS Form for Employment Eligibility Verification. This must be completed on the first day of work. You must complete Section 1. Section 2 must be completed by someone in the Office of Education or at the school where you will be working. Copies of documentation must be submitted to the person verifying your I-9.
  - e. **Child Abuse and Neglect Reporting** – All employees must fill out this statement. The original copy is filed at the SECC Office of Education; a copy is filed at the school site in the personnel file.
  - f. **W-4 Form for Withholding Tax**
  - g. **CA Tax Form for Employee’s Withholding Allowance Certificate**
  - h. **Tuberculosis Screening** – All employees must be screened and cleared for Tuberculosis. The screening can be done by a physician, physician assistant, nurse practitioner, or registered nurse. Renewal is required every 4 years.
  - i. **New Employee Data Collection**
  - j. **Conflict of Interest Form** – This needs to be done upon employment.

### KEEP THIS BOOKLET FOR FUTURE REFERENCE

## EMPLOYMENT POLICIES

### SAFETY POLICY STATEMENT

It is the policy of the Southeastern California Conference of Office of Education to establish and maintain a safe and healthy environment throughout all its schools. We will work with schools to:

- Establish and maintain safe working procedures among staff and students.
- Ensure the provision of sufficient information, instruction, and supervision to enable all employees and students to avoid hazards and contribute positively to their own health and safety and to ensure that they have access to health and safety training.
- Maintain all areas of the school in a condition that is safe and without risk to health and safety.
- Establish effective procedures for use in case of fire, accidents, or other emergencies.

Additional guidelines for the administration of school health and safety are provided in the “RED BOOK” published by the Southeastern California Conference Office of Education. The Red Book is available on the [www.secceducation.org](http://www.secceducation.org) website.

# **EMPLOYMENT POLICIES**

**PUC Education Code  
E18 – 104 to E21 – 148**

## EMPLOYMENT POLICIES

### Employment of Classified Personnel – General Policies – E18

#### **E18-104**      **Employment Policies – Classified Personnel**

The Policies relating to the employment of classified personnel are in Sections E18-104 to E21-148.

The policies are organized as follows:

- E18-108 to E18-152 – General policies that are applicable to salaried classified and non-exempt classified personnel.
- E-19-104 to E20-104 – Specific policies applicable to salaried classified personnel.
- E21-104 to E21-148 – Specific policies applicable to non-exempt classified personnel.

#### **E18-108**      **Employer**

The local conference board of education derives its authority from the local conference executive committee, and is the employing organization referred to hereinafter as the employer. The local conference board of education has an inherent legal obligation in the employment, changes in employment status, termination of education personnel.

To ensure the effective and orderly operation of the schools within the local conference, the local conference board of education consults with, and delegates, selected functions to local school boards. However, the local conference board of education may take action on its own initiative or may take action that supersedes a recommendation from, or action of, a local school board.

Inasmuch as the local conference executive committee remains legally bound by actions of local school boards, it is incumbent that there be close cooperation between the local school boards and the local conference board of education in the operation of schools and in the application of employment policies for school personnel.

Classified personnel are recommended for employment, assignment, transfer, or termination to the personnel committee of the local school board by the principal in counsel with the superintendent of schools/designee and the local school board chair.

The employment, assignment, suspension, or termination of classified personnel shall be by action of the local school board using the procedures stated for the specific employment status. Discipline, counseling, and supervision of personnel is the responsibility of the principal and/or superintendent of schools/designee.

#### **E18-112**      **Employment Agreement for Classified Employees**

The school shall use the written agreement form adopted by the local conference office of education in hiring classified employees. Any changes made in the employment agreement and/or failure on the part of the prospective employee to return the contract by the specific time, will void the offer.

The employment agreement shall include but not necessarily be limited to the following:

- A. Names of the parties to the agreement.
- B. Initial assignment and/or duties to be performed.
- C. Beginning date of employment.

## EMPLOYMENT POLICIES

- D. Salary or wages to be paid to the employee.
- E. Hours to be worked and/or proportion of full-time
- F. A statement on the agreement for hour-time employees that specifies that the employment is “at-will” and may be terminated by the employer and/or the classified employee at any time without requirement of cause.
- G. A statement that the employee willingly agrees to comply with the policies and standards of the local conference, the union, and the Seventh-day Adventist Church which are in effect and/or may be altered during employment.
- H. A summary of the allowances and benefits that are granted when the employee qualifies.
- I. Provision for signatures and dates for the signature and date signed for the agent of the local school board and the employee.
- J. The deadline for the signed agreement is to be returned.

### E18-116 Conditions of Employment

1. **Church Membership:** Employees shall be members of the Seventh-day Adventist Church in regular standing and as such shall provide a positive Christian role model and demonstrate a concern for the spiritual and moral development of students so that the unique philosophy of Seventh-day Adventist education is reflected throughout the school program.
2. **Tithe Paying:** Faithful tithing is a condition for initial and continued employment, and transfer to another school, local conference, or other denominational organization. [See *NAD Working Policy*, Section E.80.20]
3. **Conflicting Activities:** An employee shall not engage in any business or activity, either denominational or extra-denominational which has the effect of diminishing the employee's influence and/or infringing on the time and efficiency of the work to which the employee is assigned.
4. **Divorce and/or Remarriage:** An employee shall adhere to the policies and procedures pertaining to divorce and remarriage which are published in the current edition of the Seventh-day Adventist Church Manual.
5. **Fitness for Duty**
  - a. After a conditional offer of employment, an employee shall provide the employer with a completed physical examination form signed by a physician of the employee's choice. The form shall verify that the employee is capable of performing the job functions.
    - i. If a disability is identified which interferes with performance of a job function, the employer shall determine if the job function is essential.
    - ii. If the function is essential, the employer shall determine if a reasonable accommodation can be made.
    - iii. If an essential job function cannot be performed and accommodation is not reasonably possible, the offer of employment may be revoked.
    - iv. The examination referred to in (1) above shall be conducted, and the written proof shall be filed, every four years after initial employment or

## EMPLOYMENT POLICIES

as requested by the employer.

- b. A prospective employee shall provide written proof of a TB risk assessment or TB skin test signed by a health care provider, conducted within 60 days preceding the date of employment. The superintendent of schools/designee may require additional testing as required by the state law where employed.
  - c. Employee health records will be kept in accordance with Section A26-124 of the Ed Code.
  - d. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of the employee's job. If the use of medication could compromise the safety of the employee, fellow employees, students or others, it is the employee's responsibility to use appropriate personal procedures (e.g., use sick leave, request change of duty, notify administrator) to avoid unsafe practices.
6. **Employment Eligibility Verification, Form I-9:** A classified employee who is given a conditional offer of employment must complete an I-9 Form, "Employment Eligibility Verification", U.S. Department of Justice, Immigration, and Naturalization Service within 72 hours. The form shall be maintained at the payroll center.
7. **Criminal Record Summary:** To the extent permitted by law, state and federal criminal record summaries must be obtained for employer review on or before the first day of employment for any employee who will have contact with minor students. This includes any person hired to work in a private school on a regular paid full-time or regular paid part-time basis who will have contact with minors.

To satisfy this requirement, employees must cooperate with the employing local conference by submitting fingerprints and applications to appropriate state and federal agencies so that the employing local conference can obtain such reports from the agency, or from the employee jurisdictions where such reports cannot be obtained directly by the employer from the agency. Furthermore, the employee must cooperate in updating such criminal record summaries at the discretion of the employing local conference.

8. **Statement of Knowledge of Duty to Report Child Abuse:** A classified employee is to sign a statement on the form provided by the employer acknowledging the duty to report cases of child abuse and will comply with the provisions of state law. This requires that any employee who is a childcare custodian who has knowledge of or observes a child known or reasonably suspected of having been the victim of child abuse is to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report within the time required of receiving the information concerning the incident.

## EMPLOYMENT POLICIES

### E18-118 **Dealing with Offenders in Financial Matters**

When a volunteer, employee or agent of a Seventh-day Adventist organization performs an act in violation of the laws of the country and of the financial trust or responsibility reposed in him/her, discipline shall be administered and the employing organization will report all violations to appropriate law enforcement officials. [See NAD Working Policy S 04 48.]

### E18-120 **Nondiscrimination Exception – Employment**

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

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

1. Equal employment opportunities and compensation shall be afforded to all on the basis of qualifications, without regard to race, color, gender (except where gender is a bona fide occupational qualification), national origin, ancestry, physical handicap, age, weight, marital status (single, married, or widowed), or prior military service.
2. Inasmuch as the personal life and the professional identity of an individual are inseparable, all employees are to be members of the Seventh-day Adventist Church and are expected to conform to the standards of conduct that are in harmony with Seventh-day Adventist Principles.
3. Decisions on the promotion of an employee shall be based on the qualifications of the employee as related to the requirements of the position for which the employee is being considered.

### E18-124 **Employment Status of Classified Personnel**

The employment status of a classified employee will be in one of the following categories:

1. Salaried Classified. [See Sections E19-104 to E20-104]  
This category is for full-time salaried employees exempt from overtime under the FLSA and applicable state laws.
2. Non-Exempt Classified. [See Sections E21 – 104 to E21 – 148.]  
This category is for non-exempt employees employed either full-time or part-time, and eligible for overtime under the FLSA and applicable state laws.

### E18-128 **North American Division Retirement Plan**

The following describes the retirement plans currently available for employees of participating employers.

1. **Defined Benefit Plan:** This NAD Retirement Plan is a traditional defined benefit plan which provides a flow of funds until the death of the retiree and eligible spouse ceased to function for purposes of earning service credit on December 31, 1999, except for

## EMPLOYMENT POLICIES

specific exceptions as detailed in the Retirement Plan of the NAD and Auxiliary Benefits, Z 05 through Z 50. Service Credit earned prior to that date will be “frozen” until the employee becomes eligible for retirement benefits under the terms of the plan.

Education personnel who were denominationally employed prior to January 1, 2000, are eligible to earn service credit for retirement on the defined benefit plan based on the provisions of the Retirement Plan of the NAD and Auxiliary Benefits, section Z 15 05, “Criteria for Recognizing Service”. Retirement benefits earned prior to January 1, 2000, in the defined benefit plan cannot be combined with benefits earned after December 31, 1999, in the defined contribution plan except for vesting and health care purposes. [See Section E10 – 180 for details about service credit and benefits in the defined benefit plan.]

2. **Defined Contribution Plan:** Effective January 1, 2000, the Adventist Retirement Plan, a defined contribution plan has been made available for employees of participating employers. The defined contribution plan accumulates a lump sum which can be converted to an annuity, cashed out or invested at the option of the retiree at the time of retirement eligibility. Retirement benefits earned prior to January 1, 2000, in the defined benefit plan cannot be combined with benefits earned after December 31, 1999, in the defined contribution plan except for vesting and health care purposes.

Details about the defined contribution plan may be obtained from the local conference office of education.

### **E18-132 Service Records for Classified Personnel**

The local conference secretary or human resource services director is responsible for the service records of all education personnel. Each employee shall be given a copy of the service record at any time at the employee’s request by the last employing organization each time the employee transfers from one denominational organization to another, and at the time the employee discontinues denominational service.

### **E18-136 Service Credit for North American Division Defined Benefit Retirement Plan**

The defined benefit plan ceased to function for purposes of earning service credit on December 31, 1999, except for specific exceptions as detailed in the Retirement Plan of the NAD and Auxiliary Benefits, Z 05 through Z 50. Service credit earned prior to that date will be “frozen” until the employee becomes eligible for retirement benefits under the terms of the plan.

Education personnel who were denominationally employed prior to January 1, 2000, earned service credit for retirement on the defined benefit plan based on the provisions of the Retirement Plan of the NAD and Auxiliary Benefits, section Z 15 05, “Criteria for Recognizing Service”.

A qualified employee who applied for the Career Completion Option by December 31, 1999, could earn up to a maximum of five additional years of service credit or a total of 40 years of service credit, whichever is less, under the frozen plan.

## EMPLOYMENT POLICIES

Retirement benefits earned prior to January 1, 2000, in the defined benefit plan cannot be combined with benefits earned after December 31, 1999, in the defined contribution plan except for vesting and healthcare purposes.

A “safety net” is provided to assist those who may be disadvantaged by the “freeze” in the defined benefit plan. For those eligible to retire, the Plan will calculate the monthly benefit of the frozen single life annuity, plus an estimate of what the employer-contributed account balance in the new plan would be invested in the plan designated “default” strategy, converted to a single life annuity. This “combined annuity” will then be compared with what the single life annuity would have been had the plan not been frozen. If the “combined annuity” is less than the “no-freeze annuity”, the Plan will top-up the single life annuity by the amount of the shortfall. This transitional Enhancement is designed to protect employees from possible reductions in the single life annuity benefits. It is not designed to replace the elimination spouse allowance for post-freeze service.

An employee who does not have enough service credit in the frozen defined benefit plan at the time of the freeze can count up to ten post-freeze years towards meeting minimal qualifying vesting thresholds under the pre-freeze plan up to December 31, 2014. The employee does not earn additional benefit service credit. Post-freeze service is considered only for purposes of reaching certain service thresholds. The qualifying thresholds that can be reached by post-freeze service include:

	<u>Requirements</u>
1. Monthly Benefits	10 years
2. Spouse Allowance	20 years
3. No Penalty Early Retirement	40 years
4. Surviving Spouse Benefits	10-15 years
5. Death Benefit	10 years
6. Early Retirement Healthcare	40 years

Service credit for retirement under the defined benefit plan was earned as follows:

1. **Twelve-month Employment Plan:** One year of service credit is credited to an employee for each calendar year in which there was remuneration for at least 1,950 hours or for at least 11.5 months on a full-time salaried basis for participating employers.

After January 1, 1981, an employee who works less than full-time during a calendar year shall be eligible for proportionate credit based on the provisions of the Retirement Plan of the NAD and Auxiliary Benefits, Section Z 15 05 (4).

2. **Ten-month Employment Plan:** A full-time education employee who has the option to be off duty during the summer period shall be considered employed from July 1 to December 31 if serving the full first semester of a school year and shall be considered employed from January 1 to June 30 if serving the full second semester of a school year. A teacher who is employed at least half time shall also be eligible for proportionate service credit during the periods listed above. [See Retirement Plan of the NAD and Auxiliary Benefits, Section Z 15 15 (1).]

## EMPLOYMENT POLICIES

3. **Personnel Employed by a Local School:** An education employee whose payroll costs are funded by a local school or church is eligible to earn denominational service credit if the conditions stated below are met. The only benefits that the conferences provide such employees are service credit and Worker's Compensation insurance. NAD Working Policy Y 47 and Retirement Plan of the NAD and Auxiliary Benefits, Z 15 35.

Service credit shall be granted to an employee of a church or elementary school provided:

- a. The employee is remunerated for at least 1,000 hours during a calendar year.
  - b. The local conference has the employee on its payroll and the remuneration is at least the federal minimum wage but does not exceed the denominational remuneration scale. Employees paid their remuneration directly by the church or school are not eligible to participate in either the frozen defined benefit plan or the defined contribution retirement.
4. **Task Force Workers:** A Task Force Worker is normally a volunteer and thus not considered to be an employee, therefore, he/she normally is not eligible for service credit. [See Section E10 – 176 for information about the Adventist Retirement Defined Contribution Plan.]

### E18-140

#### Termination Settlement

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

1. **Eligible Recipient:** A termination settlement may be granted to an involuntarily terminated employee who has worked in denominational employment for at least two years regardless of age. A resignation as a result of being counseled to resign by the employer is considered an involuntary termination for the purposes of this policy. Eligibility shall be determined according to the following criteria:
  - a. **Closure or Reduction**  
An employee involuntarily terminated due to closure of a denominational facility or staff reductions due to financial exigency or enrollment.
  - b. **Lack of Performance**  
An employee who is terminated for failing to adequately perform the functions of the job.
  - c. **Medical Condition**  
An employee who is unable to continue employment because of a medical condition but is not eligible for disability benefits under the Employee Disability Income Plan (NAD Working Policy Y 33).
2. **Ineligible Recipient**
  - a. Part-time Employees

## EMPLOYMENT POLICIES

- b. **Involuntary Termination**  
An employee terminated for violation of organizational policies and/or practices regarding misconduct, or for criminal behavior.
  - c. **Resignation**  
An employee who voluntarily resigns from employment.
  - d. **Continued Denominational Employment**  
An employee who at the time of execution of the separation agreement (See NAD Working Policy Y 36-60) has declined a full-time denominational position consistent with the employee's training, compensation, and experience.
3. **Service Record:** A termination settlement shall be recorded on the terminated employee's service record. Such a settlement, however, shall not increase service credit, nor shall it cancel any part of the employee's service credit.
4. **Settlement**
- a. **Payment**  
A termination settlement shall be paid by the terminating employer to the eligible employee in either a lump sum payment or in series of payments at the discretion of the terminating employer.
  - b. **Calculation**  
The settlement shall be 25 percent of current monthly wages multiplied by the total number of years of denominational service credit up to a maximum of twenty years. Current monthly wages shall include wages and cost of living adjustments, but shall not include area travel or any other allowances.
  - c. **Independent Transfers**  
In the case of termination of an employee who has been voted an independent transfer, the settlement shall be calculated only on years of service earned as a church employee within the territory of the NAD or as a regularly appointed interdivision employee from the NAD.
5. **Other Benefits:** Unpaid accrued benefits, such as vacation or sick leave, shall have no effect on the calculation of this settlement. If an employee has received a previous termination settlement under the terms of NAD Working Policy Y 36, any subsequent termination settlement shall be calculated based on years of service credit earned since the date of the previous termination settlement.
6. **Health Care Benefits:** Health care benefits in most situations cease with the effective date of termination (see NAD Working Policy Y 22). However, the terminating employer may provide continued emergency hospitalization and medical benefits to the terminated employee and dependents participating in the health care assistance plan, provided that such assistance shall be granted only in case of illness or accident. Non-emergency medical, dental, and optical care is specifically excluded. This assistance may continue (1) as required by applicable law, or (2) for up to two months from the date of termination, or (3) until the terminated employee obtains health care assistance cover,

## EMPLOYMENT POLICIES

which occurs first.

Terminated employees shall promptly notify the terminating employer when obtaining health care assistance coverage while eligible for assistance under this policy.

7. **Release:** As a condition of receiving a termination settlement, terminated employees are required to execute the separation agreement of their terminating employer, which shall include, without limitation, a waiver and release of any and all claims against their terminating employer, related organizations, and the officers, agents, and employees of the terminating employer. The terminating employer shall issue the separation agreement to the terminated employee as soon as reasonably practicable following cessation of employment.

Terminated employees will have 21 days from receipt of the separation agreement to sign and return it to the terminating employer unless a longer time period for consideration and signature is required by applicable law. If the separation agreement is not signed and returned to the terminating employer within the applicable time period, the termination settlement may well be forfeited. (A model separation agreement and release for terminating employees is available on the website of the NAD.)

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

### E18-144

#### Harassment Policy

The following harassment policy applies to all classified personnel in the union.

1. **Working Environment:** The union recognizes its responsibility to all employees to maintain a working environment free from harassment. It endeavors to achieve this environment through educating employees that harassment violates the law and will not be tolerated. The union also endeavors to prevent harassment by publishing this policy, by developing appropriate sanctions for misconduct, and by informing all employees of their right to complain of harassment.
2. **Personal Conduct:** Education employees are to exemplify the Christ-like life. Engaging in behavior that is harmful to self or others, or casts a shadow on their dedication to the Christian way of life should be avoided. Personal attire, posters, banners, bumper stickers, tags, flags, and other symbols whose message, historically or currently is, or could reasonably be constructed to be, one of prejudice, discrimination, or that is inflammatory, may not be displayed anywhere on the premises or while representing the employer in any capacity.

Employees should respect and uplift one another. Employees should never be placed in a position of embarrassment, harassment, ridicule, belittlement, or disrespect. Nor should they be targeted because of gender, race, color, national origin, age, disability, or any other classification under state or local law, that does not conflict with the tenets of the church.

## EMPLOYMENT POLICIES

To do so would be a violation of God's law and civil laws protecting human rights and governing workplace conduct.

3. **Sexual Harassment:** Sexual harassment is a form of harassment and involves unwelcome sexual advances, requests for sexual favors or other verbal, written or physical conduct of a sexual nature when:
  - a. Submission to such conduct is made wither explicitly or implicitly a term or condition of an individual's employment; or
  - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual; or
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
  
4. **Improper Conduct:** Improper conduct by the employer, co-workers, and, in some instances, non-employees, can be spoken, written, physical, and/or distributed through electronic means. It can include but is not limited to:
  - a. Any subtle or other pressure or request for sexual favors or activity, including any suggestion that an applicant's or employee's giving into or rejecting sexual advances will have an effect on that person's employment or terms of employment.
  - b. Unwelcomed sexual flirtation or propositions.
  - c. Unnecessary or inappropriate touching of a sexual or abusive nature (e.g., patting, pinching, repeated brushing against another person's body, etc.).
  - d. Displays, whether worn on the person, displayed in offices or on personal vehicles parked in parking lots used by the organization of sexually suggestive pictures, drawings, cartoons, or objects or other erotica.
  - e. Threats or demands for sexual favors.
  - f. Unwelcome or derogatory statements related to gender, race, color, national origin, age, or disability (for example, kidding, teasing, degrading jokes, or offensive comments or tricks).
  - g. Demeaning or degrading comments about an individual's appearance.
  - h. Denying an employee the opportunity to participate in training or education on account of gender, race, color, national origin, age, or disability.
  - i. Limiting opportunities for promotion, transfer, or advancement on account of gender, race, color, national origin, age, or disability.
  - j. Requiring a protected employee to perform more difficult tasks or less desirable work assignments in order to force retirement or resignation from employment.
  
5. **Reporting Incidents:** An employee who believes that harassment has occurred should immediately take the following steps:
  - a. Make it clear that such conduct is offensive and should be stopped immediately.
  - b. Report the incident to the immediate supervisor, principal, associate superintendent, or superintendent of schools. The initial report should be followed by a written statement describing the incident and identifying potential witnesses.

## EMPLOYMENT POLICIES

6. **Third Party Report:** Employees who are aware of such incidents of potential workplace harassment toward others are to report such incidents to the immediate supervisory, principal, associate superintendent, or superintendent of schools.
7. **Investigation:** A complaint of harassment shall be promptly handled and maintained in confidence to the extent possible.
8. **Discipline:** A violation of this policy may result in discipline, up to and including termination from employment based on the provisions of the *Education Code*.
9. **Prohibition of Retaliation:** The union prohibits retaliation against an employee who complains of harassment.
10. **False Allegations of Harassment:** While individuals are urged to report alleged harassment, unfounded allegations against another employee or volunteer can irreparably harm a reputation and limit the ability to fulfill duties and responsibilities. Employees who bring malicious, spiteful, or false allegations of harassment may be subject to the disciplinary standards policies in the union Education Code. See NAD Working Policy E 84.

### E18-149

#### Employment of Sexual Offenders (Employment and Productivity)

1. **Employment:** In hiring all categories of denomination employee, great diligence should be exercised to secure persons who are members of the Church and who exert a positive influence in up-building the work along spiritual lines.
2. **Productivity:** Care is to be exercised in making assignments to conference and institutional employees so as to fully utilize their capabilities. The effectiveness of all employees is to be reviewed periodically. Where employees are found to be ineffective, counsel should be given to them and if necessary, they should be given other lines of work or be advised to seek employment outside of the denomination.
3. **Employment of Sexual Offenders:** The Seventh-day Adventist Church desires to always make its work and worship environments a safe place. To achieve this goal, no denominational employing organization shall knowingly employ an employee where any of the following exists:
  - a. Any admission of guilt pertaining to sexual abuse, or sexual misconduct (See *NAD Working Policy E 87 15 paragraph 19 – Sexual Misconduct*. – Improper sexual behavior including any of the following
    - i. Actual or attempted sexual contact with a minor or with any person where there exists a relationship with inequality of power.
    - ii. Actual or attempted rape or sexual contact by force, threat, or intimidation.
    - iii. Criminal behavior of a sexual nature.
    - iv. Possession, manufacture, distribution or access with intent to view child pornography.
  - b. Any criminal conviction or plea of guilty, nolo contendere (no contest), or its equivalent for sexual abuse, or sexual misconduct.

## EMPLOYMENT POLICIES

- c. Any civil judicial determination of liability, injunctive relief, non-monetary relief, punitive or exemplary damages, or factual finding, settlement for compromise of a civil suit or any finding by the employer's Sexual Ethics Committee or similar body in lieu of filing suite in favor of the claimant resulting from allegations of sexual abuse, or sexual misconduct.

As part of the employment due process, Designated Officers, or their designees, from denominational employing organizations shall make inquiries to officers, or their designees, of institutions or organizations currently employing, or having employed, individuals they are considering for employment. Designated Officers, or their designees, responding to inquiries about current or former employees of their organization shall make every effort to ensure that accurate information is being communicated. [NAD Working Policy E 81]

### E18-148 Sexual Misconduct Policy Guidelines

Classified employees are bound by the following sexual misconduct policy and guidelines for education personnel in the union.

1. **Purpose of Policy and Guidelines:** It is the policy of the union to eliminate sexual misconduct through prevention, appropriate investigation of complaints, civil reporting and corrective action where appropriate. Each local conference office of education and local school is responsible for implementing policies and procedures to prevent sexual misconduct and to investigate and to take corrective action in response to complaints.
2. **Definition of Sexual Misconduct:** Sexual misconduct as used in this policy refers to sexually oriented behavior by an adult, volunteer, or employee toward a student. It includes but is not limited to, sexual advances; requests for sexual activity; inappropriate touching of a sexual, offensive, or abusive nature; sexual comments, suggestions, or threats; or conduct which has the purpose or effect of sexually stimulating the adult or student. Sexual misconduct can be spoken, written, physical, and/or committed through electronic means.
3. **Prevention of Sexual Misconduct:** Local conferences and/or schools should attempt to prevent sexual misconduct by:
  - a. Careful screening of adults before employment beings. This should generally include a completed application, reference checks and a state and federal criminal record check subject to applicable law. State and federal criminal record summaries should be obtained by the employer on or before the first day of employment, In jurisdiction where a state department of justice does not allow for dissemination of federal criminal record summaries, the employee should be directed to obtain such a criminal records summary from the Federal Bureau of Investigation and provide it to the employer on or before the first day of employment. In cases where the State Department of Justice does not provide automatic updates to the employer of new arrests and convictions, or where the State Department of Justice does not provide federal criminal record summaries, the employer should enroll with a third-party vendor that will provide periodic criminal record updates during the year. The North American Division, approved provider may provide such services.
  - b. Periodic training for all adults who have contact with students regarding sexual misconduct and child abuse reporting requirements.

## EMPLOYMENT POLICIES

- c. Periodic training for students, which emphasizes identification of and protection from sexual misconduct and reporting procedures of suspected incidents to an adult.
4. **Obligation to Report Instances of Suspected Sexual Misconduct or Child Abuse:** All instances of suspected sexual misconduct or child abuse must be reported to the appropriate school administrator and child protection agency as specified by state laws. Persons who are mandated by law to report suspected child abuse are protected from retaliation and civil or criminal liability under applicable state laws.
5. **Procedure for Reporting Suspected Instances of Sexual Misconduct or Child Abuse:** The following reporting procedures should be followed:
  - a. An employee who has knowledge of or observes a child who is known or reasonably suspected of being the victim of sexual misconduct or child abuse shall report the known or suspected incident to a child protective agency as soon as practically possible by telephone. Child abuse includes sexual abuse, physical abuse, and neglect. A written report should be sent within the specified time required by state law. The employee should consult with the administrator at the time of reporting.
  - b. If volunteers or other adults have reasonable suspicion of sexual misconduct or child abuse it should be promptly reported to child protective services and a school administrator.
  - c. The superintendent of schools or designee should be notified of the suspected incident as soon as practically possible if the suspected abuser is an employee or volunteer.
  - d. If the suspected incident involves an employee or volunteer, that person may be suspended from duty during the investigation by the child protection agency at the discretion of the superintendent of schools in consultation with the principal.
  - e. All suspected incidents of sexual misconduct or child abuse should be maintained in confidence apart from required notification to child protective services and school administrators. The information should only be shared with others on a need-to-know basis.
6. **Investigation of Suspected Instances of Sexual Misconduct or Child Abuse:** The superintendent of schools and the school administrator should cooperate with civil authorities in any investigation of suspected sexual misconduct or child abuse. The superintendent of schools or school administrator may need to conduct an independent investigation of suspected sexual misconduct or child abuse for employment purposes. This investigation should be conducted in a thorough and confidential manner and should be documented. Employment action should be taken in compliance with the procedures set forth in the *Education Code*. Employees may be suspended from duty with pay during the investigation.

## EMPLOYMENT POLICIES

### Salaried Classified Personnel – E19

#### E19-104 General Provisions for Salaried Classified Personnel

The general provisions, Sections E18-104 to E18-152, are applicable to Salaried Classified Personnel.

#### E19-108 Definition of Salaried Classified Employment Status

A salaried classified employee is employed and meets the overtime exemption criteria of the Fair Labor Standards Act 29 U.S.C. 213 (a) (1) and the state requirements and is employed in a management or supervisory position as industrial manager or service department head.

Federal and state laws and regulations favor designating a classified employee as eligible for overtime. A classified employee should only be placed on exempt status and compensated as salaried after the following have been completed:

1. A job description has been adopted for the position.
2. The job description is reviewed by a specialist designated by the employing organization to make a determination that the position qualifies for classification as salaried classified under applicable wage laws.
3. approval in writing is given by the superintendent of schools to grant status as salaried classified to an employee.
4. The actual duties performed by the employee are the duties contained in the job description.
  - NOTES: Improperly classifying an employee as salaried classified can result in payment of past overtime and substantial penalties.  
See Section A21-104 for information on the availability of federal and state regulations.

#### E19-112 Employment Plan for Salaried Classified Employees

A salaried classified employee is one who meets eligibility requirements and whose employment agreement stipulates full-time salary for either;

1. The school year, or
2. The full 12-months form July 1 – June 30.

#### E19-116 Remuneration for Full-time Salaried Classified Employees

Remuneration for a full-time salaried classified employee consists of salary and allowances or benefits for which the employee qualifies.

1. **Salary:** Salary for a full-time salaried classified employee is based on the salary step-placement schedule adopted by the union and is determined annually by the employing organization after consideration of the following factors:
  - a. Occupational preparation.
  - b. Total years of experience. [See Section F11-128]
  - c. The cost-of-living remuneration factor as designated by the local conference executive committee. [See Section F10-108]

## EMPLOYMENT POLICIES

2. **Allowances and Benefits:** In addition to the annual salary certain allowances and benefits are granted when the salaried classified employee qualifies. Details regarding eligibility requirements for the allowances and benefits are provided in the section listed following each item

<b>Allowance or Benefit</b>	<b>Education Code Section</b>
1. Administrative Budget	F12-104
2. Adoption Assistance	F18-108
3. Death of Employee	F16-108
4. Employee Basic Life Insurance	F16-104
5. Employee Disability Income Plan	F16-116
6. Holiday Gift	F22-152
7. Housing	
a. Housing Assistance, Additional	F13-116
b. Rental of Academy-owned Housing	F13-108
8. Leaves	E19-124
9. Medical and Dental Expense Assistance Plan	F18-104
10. Moving Allowances, Employee	F17-120
11. Per Diem	F17-116
12. Rental Assistance	
a. Housing Assistance, Additional	F13-116
b. Rental of Academy-owned Housing	F13-108
13. Retirement Allowance	F15-120
14. Retirement Medical	F15-112
15. Retirement Plan, NAD	E12-128, F15-104
16. Service Credit	E18-136
17. Social Security	F15-108
18. Surviving Spouse Temporary Benefit	F16-112
19. Termination Settlement	E18-140
20. Transfer and Retirement Gift Guidelines	F15-116
21. Tuition Assistance for Children of Employees	F15-105
22. Vacation and Holidays	E19-120

### E19-120

#### Vacation and Paid Holidays – Full-time Salaried Classified Employees

1. **Annual Vacation:** An annual vacation entitlement for full-time salaried classified employees shall be provided. The entitlement is accrued and calculated on the following basis:

<b>Years of Service</b>	<b>Vacation Entitlement per Yrs of FT Service</b>
During the first four-year period	2 weeks
During the next five-year period	3 weeks
After nine years	4 weeks

## EMPLOYMENT POLICIES

- a. The vacation entitlement is based on the fiscal year, July 1 – June 30. For full-time salaried classified personnel employed for less than 12 months during the fiscal year the entitlement is accrued on a prorated basis.
  - b. A normal work week, differing from 38 hours, will require a recalculation of the entitlement accrual rate.
  - c. Employees are eligible to begin accruing vacation at the three- and four-week rates after completing four and nine years of service or in harmony with mandated government requirements.
  - d. Employees who become exempt denominational employees after several years of experience in work outside of denominational employment that professionally advance their ability to perform their work more effectively for the Church may be granted one year of credit toward vacation accrual for each two years of such prior service.
  - e. Vacation time should generally be taken in the year of accrual. A formal accounting system must be in place. The maximum accrual is up to 150 percent of vacation entitlement including current year accruals.
  - f. Vacation time may be used at such time or times when requested by the employee, approved by the principal or superintendent of schools and authorized by the appropriate authority.
  - g. Vacation must be used during the Family and Medical Leave of Absence according to local conference policy.
  - h. When a full-time salaried classified employee is transferred from one denomination organization to another, or discontinues denominational employment, accrued vacation time of up to 150 percent of vacation entitlement including current year accruals, shall be paid in cash by the former employer to the employee at the time of transfer or discontinuance of employment. The accrued amount will be equal to the amount the employee would receive while taking vacation entitlement before the transfer or discontinuation of employment begins.
  - i. Employees are not covered under a formalized tracking system, two weeks of vacation is equal to 10 workdays, three weeks to 15 workdays, etc. and vacation time must be taken in full day increments, not partial days, unless allowed under local state laws.
2. **Paid Holidays:** Paid holidays and office closings are at the individual employer's discretion and are generally influenced by the respective organization's needs, climatic conditions, as well as national and local laws.

### E19-124

#### Leaves for Full-time Salaried Classified Employees

A full-time salaried classified employee may be granted a leave for a reasonable period of time. Any leave for an extended period of time requires prior approval in writing by the local school board and/or local conference office of education. A leave may be granted for the following reasons based on provisions of local conference policy.

1. Bereavement
2. Family and Medical
3. Illness
4. Jury Duty
5. Leave of Absence

## EMPLOYMENT POLICIES

6. Military Duty
7. Personal

### E19-128 Status Change

The following categories represent the changes in status for which a salaried classified employee is eligible:

1. Completion of Contract [See Section E19-130]
2. Resignation [See Section E19-132]
3. Administrative Leave [See Section E19-136]
4. Termination [See Section E19-140]
5. Retirement [See Section E19-144]
6. Post-retirement Employment [See Section E19-148]

### E19-130 Completion of Contract of Salaried Classified Employee [New Policy 11/2023]

1. **Definition:** The completion of a contract of employment without the offer of a subsequent contract or employment.
2. **Procedure:** To offer an employee a subsequent contract, the local school board shall take such action. The superintendent of schools/designee shall be present when any recommendation is voted.

### E19-132 Resignation of a Salaried Classified Employee

1. **Definition:** The voluntary termination of employment initiated by an employee with or without the consent of the employer.
2. **Procedure:**
  - a. The employee is requested to submit written notice of the intent to resign to the principal.
  - b. The employee is to repay any money owed to the employer or reimburse the employer for any unamortized allowance(s) that have been granted before release from the employment agreement is given.

### E19-136 Administrative Leave of a Salaried Classified Employee

1. **Definition:** Immediate temporary removal from duties for a reasonable period of time.
2. **Salary During Administrative Leave:** Salary shall continue during administrative leave. When administrative leave continues beyond three months because of, but not, limited to a criminal investigation and/or prosecution, salary may be discontinued at the discretion of the local conference board of education.
3. **Procedure:**
  - a. The principal or local school board chair shall notify the superintendent of schools of the proposed administrative leave of a salaried classified employee.
  - b. The superintendent of schools/designee or principal shall give written notice, including the reason to the employee.
  - c. The superintendent of schools/designee or principal shall make reasonable efforts to complete the investigation as soon as possible.
  - d. An administrative leave beyond three working days shall require the approval of the superintendent of schools/designee.

## EMPLOYMENT POLICIES

4. **The administrative leave continues until:**
  - a. The employee is reinstated to active status; or,
  - b. The employee resigns; or
  - c. The employment is discontinued by termination.
  
5. **Hearing & Appeal Processed:** If the administrative leave results in the termination the employee is eligible for and agrees to accept the hearing and appeal processes during the procedure for termination. [See Section E20-104, "Hearing and Appeal Processes for Eligible Employees."]

### E19-140 Termination of a Salaried Classified Employee

1. **Definition:** Termination is the discontinuance of employment of an employee with cause by the employer
2. **Reasons for termination:** The reason for termination may include, but are not limited to the following:
  - a. Reduction in Force [See Section E10-172].
  - b. Employee's inability to fulfill required responsibilities because of physical, mental, or emotional disability after the employer has made reasonable accommodation of the employee or accommodation by the employing institution constitutes an undue hardship.
  - c. Employee's failure to satisfactorily perform as determined by the administration.
  - d. Moral or personal conduct not in accordance with the principles of the Seventh-day Adventist Church.
  - e. Committing, aiding, advocating, pleading guilty or being convicted of any crime that is a felony, or any crime involving moral turpitude, either a misdemeanor or felony.
  - f. Persistence in advocating, practicing, and teaching beliefs or philosophy contrary to the basic tenets, standards, and doctrines of the Seventh-day Adventist Church.
  - g. The use of alcohol, tobacco, marijuana, or the illegal use of a controlled substance.
  - h. Insubordination – violation of, or refusal to comply with policies or perform work assignments.
  - i. Membership in any organization advocating the overthrow of the government by force or subversion.
  - j. Acting in a manner that seriously jeopardizes the health and safety of students or failing to act in a manner that ensure the health and safety of students.
3. **Procedure:**
  - a. The principal should generally follow progressive discipline procedures prior to a proposed action to discontinue the employment of a salaried classified employee.
  - b. The principal or the local school board chair shall notify the superintendent of schools of the proposed action to terminate a salaried classified employee.
  - c. The superintendent of schools/designee or principal shall give written notice to the employee of the proposed termination including the reasons and of the employee's right to a hearing and/or appeal upon written request from the employee.
  - d. A hearing and/or appeal shall be conducted, if requested by the employee following the procedures in Section E20—104, "Hearing and Appeal Processes for Eligible Employees". The superintendent of schools shall be present at the hearing or appeal and when an action on the recommendation for termination is voted.

## EMPLOYMENT POLICIES

- e. The superintendent of schools/designee or principal shall communicate the decision of the local school board in writing to the employee. If the decision is for termination, the notice shall indicate the reason(s) for the termination, effective date of termination and the date for discontinuance of salary.
4. **Hearing and Appeal Processes:** A salaried classified employee who is subject to termination or has been terminated under the provisions of this section is eligible for and agrees to accept the hearing and appeal processes as recourse for grievance regarding termination. [See Section E30—104, “Hearing and Appeal Processes for Eligible Employees”.]

### E19-144 Retirement of a Salaried Classified Employee

1. **Definition:** The voluntary discontinuance of employment by a salaried classified employee.
2. **Procedure:** The employee shall submit in writing the intent to retire and the proposed date for retirement to the superintendent of schools and the local conference executive secretary.

### E19-148 Post-Retirement Employment of a Salaried Classified Employee

1. **Definition:** That status which results when a person on denominational retirement benefits is employed full-time or part-time.
2. **Remuneration:** Remuneration for a salaried classified employee on Post-Retirement Employment status is based on the provisions of Section F11—146.
3. **Termination:** A salaried classified employee on Post-Retirement Employment is an at-will” employee and can be terminated without notice or cause.

## EMPLOYMENT POLICIES

### Hearing and Appeal Processes for Eligible Employees – E20

#### E20-104 Hearing and Appeal Processes

1. Either the school board or the local conference office of education may make a recommendation on employment status change to the local conference board of education:
  - a. If a recommendation for status change is being considered, an eligible employee must be given the option to attend a hearing.
  - b. The hearing with the personnel committee or school board must be held as soon as reasonably possible, but not less than five (5) working days from the time of notification.
  - c. The superintendent of schools/designee must be present and chair the hearing.
  - d. If the employee chooses not to attend the hearing the superintendent of schools/designee should be notified in writing.
  
2. General Provisions of the Hearing and Appeal Processes  
The following general provisions apply to the hearing and appeal processes:
  - a. Notice to Employee: Prior to a hearing or appeal the employee is to be given written notice that will provide the following:
    - i. The time and place of the hearing or appeal.
    - ii. The employment status change being considered (in the case of a hearing) or recommended (in the case of an appeal) and the factual basis for the status change.
    - iii. The employee's right of access to relevant records prior to the hearing or appeal.
    - iv. The employee's right to present relevant evidence at the hearing or appeal.
    - v. The employee's right to have another person present, other than the attorney.
    - vi. Assurance that participation in the hearing or appeal process will not be used against the employee in any employment decision.
  
  - b. Employee's Access to Evidence: The employee shall have access to the relevant records and evidence prior to the hearing or appeal and the right to make copies of these records and evidence. The employee shall not have the right to the records of other employees or the private files of the administrator.
  
  - c. Reprisals: The fact that the employee requests and participates in a hearing or appeal process cannot be used as a basis for any employment decision or action regarding the employee.
  
3. The Hearing
  - a. Purpose of the Hearing: The hearing is a process that assists the employing organization in making fair and equitable employment decisions. It is intended to provide an opportunity for the employee to hear the concerns regarding performance and the proposed actions to be taken, and an opportunity to present a case.
  
  - b. A hearing may be conducted by:
    - i. The local school board or personnel committee if voted by the board; or

## EMPLOYMENT POLICIES

- ii. At the discretion of the local conference office of education by a sub-committee of the local conference board of education in lieu of the local school board or personnel committee.
  - c. The employee has a right to be present at a hearing to:
    - i. Hear the concerns.
    - ii. Hear the facts supporting the concerns.
    - iii. Ask questions.
    - iv. Present a case.
    - v. Present other relevant information
  - d. The employee may have another person present, other than an attorney.
  - e. The body granting the hearing may set reasonable limits on the length of the employee's presentation and other procedures of the hearing.
- 4. The Appeal
  - a. Purpose of the Appeal: The purpose of the appeal is not to hear new evidence but to assist the local conference board of education in ensuring that the recommendation from the hearing was made as a result of a process that was fair and equitable and that the evidence provided a reasonable basis for the decisions.
  - b. An appeal request from an employee must be presented in writing.
  - c. An appeal is to be conducted by the local conference board of education.
  - d. The employee has a right to be present at the appeal to present information to support the claim that:
    - i. The process was not fair; and/or,
    - ii. There was a lack of evidence to support a reasonable basis for the decision.
  - e. The employee may have another person present other than the attorney.
  - f. The local conference board of education may set reasonable limits on the length of the employee's presentation and other procedures of the appeal.
- 5. Disposition of the Appeal: The superintendent of schools shall communicate the decision of the local conference Board of Education to the employee.
- 6. Failure to Appear: An employee is expected to attend the hearing or appeal on the date scheduled in the notice to the employee described in Section E20—104 C. (1). If an employee states an inability to attend the hearing or appeal for medical reasons, the following procedures shall apply:
  - a. The local conference office of education may require sufficient certification from the employee's physician that the employee is unable to attend and employment hearing or appeal. The certification should, at a minimum, set forth:
    - i. The date on which the employee's medical condition commenced.
    - ii. The probable duration of the condition.

## EMPLOYMENT POLICIES

- iii. The appropriate medical facts within knowledge of the health care provider regarding the condition and an explanation as to why these medical facts prevent the employee's participation in the hearing or appeal.
  - b. The local conference office of education may require the employee to submit to a medical evaluation by a physician of the local conference's own choosing, and at its own expense, for the purpose of obtaining a second medical opinion regarding whether the employee is medically unable to attend the hearing or appeal.
    - i. The physician shall not be regularly employed or utilized by the local conference unless the employee is located in an area where health care is extremely limited.
    - ii. The second medical opinion shall be subject only to the condition that the examination may not include a diagnostic test or procedure that is painful, protracted, or intrusive. The drawing of blood or the taking of a urine sample shall be permitted provided it is reasonably necessary for the determination of medical facts needed to form the basis of an opinion that the employee is medically unable to attend the hearing or appeal.
    - iii. The second opinion shall specify, when solicited by the local conference, what reasonable accommodation could be made in the hearing or appeal process that would allow the participation of the employee.
  - c. If the second medical opinion differs from the employee's original assertion or certification that the employee is medically unable to attend the hearing or appeal, the local conference may, at its own expense, require that the employee submit another medical evaluation for the purpose of obtaining the opinion of a third health care provider designed or approved jointly by the employer and the employee. This third opinion shall be binding.
  - d. The employer may require the employee to obtain subsequent re-certifications on a reasonable basis.
  - e. It is not beneficial to the school, the local conference, or the employee to delay the resolution of employment disputes. Thus, when making a medical opinion sets for that an employee will be medically unable to attend an employment hearing or appeal within 60 days, the local conference may conduct the hearing or appeal and require the attendance of a representative of the employee. This representative may not be an attorney. The employee or representative will be given 30-day notice of the hearing or appeal in order to properly prepare. If the employee fails or refuses to designate a representative, the proposed status change may be acted upon without the hearing or appeal.

## EMPLOYMENT POLICIES

### Non-Exempt Classified Personnel – E21

#### E21-104 General Provisions for Non-Exempt Classified Personnel

The general provisions, Sections E18-104 to E18-152, are applicable to Salaried Classified Personnel.

#### E21-108 Definition of Non-Exempt Classified Employment Status

A non-exempt classified employee is an “at-will” employee who is employed in a position that does not require a certificate, is paid an hourly rate and is eligible for overtime under the Fair Labor Standards Act and applicable state laws. “At-will” means that either the employer or employee can terminate the employment without requirement of cause or advance notice. [See Section A22—104.]

This includes positions such as, but not necessarily limited to those listed in Section F12-112. [See Sections A22--108 and A22—112]

#### E21-112 Employment Plan for Non-exempt Classified Employees

A non-exempt classified employee is employed on one of the following plans:

1. Full-time Employment: A full-time non-exempt classified employee is one who is regularly employed scheduled for a minimum of 38 hours per week.
2. Part-time Employment: A part-time non-exempt classified employee is one who is regularly scheduled less than 38 hours per week. To be eligible for prorated benefits, an employee must work a minimum of 20 hours per week.

#### E21-114 Local Employees

Conferences have locally funded school personnel on payroll with costs funded by the local school. These employees are eligible to earn denominational service credit and to participate in all benefits for which they are eligible.

#### E21-116 Remuneration for Non-exempt Classified Employees

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

1. Wages: The wages for a non-exempt classified employee are based on the hourly wage-step placement adopted by the union. [See Section F12—112.] The wage-step placement is to be determined annually after consideration of the following factors:
  - a. The job classification.
  - b. The years of experience.
  - c. The wage rate determined by either (a) or (b): [See Section F12-112]
    - i. The wage rates for the classification are based on the 12-month rate.
    - ii. The prevailing community rate for a comparable position unless the community rate exceeds the maximum on the wage scale.
  - d. The number of working hours per week.
  - e. Overtime eligibility.
2. Authorization for Overtime: An employee is to receive authorization from the immediate supervisor for any work beyond the 40 hours during any work week or 8 hours in one day.

**EMPLOYMENT POLICIES**

3. Allowances and Benefits: In addition to the wages, certain allowances and benefits are granted when a non-exempt employee qualifies. Details regarding allowances and eligibility requirements are provided in the citation listed following each item.

a. Full-time Employment

<b>Allowance or Benefit</b>	<b>Education Code Section</b>
a. Adoption Assistance	F18—108
b. Employee Basic Life Insurance	F16—104
c. Employee Disability Income Plan	F16—116
d. Holiday Gift	F22—152
e. Housing-Rental of Academy-owned	F13—108
f. Leaves	E21—124
g. Medical and Dental Expense Assistance Plan	F18—104
h. Retirement Allowance	F15—120
i. Service Credit	E18—136
j. Social Security	F15—108
k. Surviving Spouse Temporary Benefit	F16—112
l. Retirement Plan NAD	E18—128
	F15—104
m. Termination Settlement	E18—140
n. Transfer and Retirement Gifts-Guidelines	F15—116
o. Vacations and Paid Holidays	E21---120

b. Part-time Employment

<b>Allowance or Benefit</b>	<b>Education Code Section</b>
Service credit if employed more than 1,000 hours per year	F18—108
Leaves based on prorated hours of employment	F16—104
Holidays based on the prorated hours when the holiday falls within the normal working time	F16—116
Vacation time based on prorated hours of employment	F22—152
Social Security	F13—108
Holiday gift based on the prorated hours worked	E21—124

**E21-120 Vacation and Paid Holidays**

An annual vacation entitlement (VE) for non-exempt classified employees shall be provided. The entitlement is accrued and calculated on the following basis:

a. Full-time Employee

<b>Years of Service</b>	<b>VE Entitlement per Yrs of FT Service</b>	<b>VE Accrued per 38-hour week</b>
During the first four-year period	2 weeks	1.4575 hours
During the next five-year period	3 weeks	2.1863 hours
After nine years	4 weeks	2.9151 hours

**EMPLOYMENT POLICIES**

- i. Example: An employee with 12 years of service receives 2.1863 hours vacation for each 38-hour week, times the number of weeks worked.
- ii. For the purpose of facilitating vacation records, the vacation is to be based on a fiscal year (July 1 to June 30). Vacation time accrues on a prorated basis for a period less than a full year.
- iii. Vacation time should generally be taken in the year of accrual. A formal accounting system must be in place. The maximum accrual is up to 150 percent of vacation entitlement including current year accruals.
- iv. Vacation may be used at such time or times when requested by the employee, approved by the principal or superintendent of schools and authorized by the appropriate authority.
- v. Vacation must be used during the Family and Medical Leave of Absence according to local conference policy.
- vi. When an employee is transferred from one denominational organization to another, or discontinues denominational employment, accrued vacation time of up to 150 percent of vacation entitlement including current year accruals, shall be paid in cash by the former employer to the employee at the time of transfer or discontinuance of employment. The accrued amount will be equal to the amount the employee would receive while taking vacation entitlement before the transfer or discontinuance of employment begins.
- vii. Individuals who become exempt denominational employees after several years of experience in work outside of a denominational employment that professionally advanced their ability to perform their work more effectively for the Church may be granted one year of credit toward vacation accrual for each two years of such prior service.

b. Part-time Employee

<b>Years of Service</b>	<b>VE Accrued per 38-hour week</b>	<b>VE Accrued per e/hour worked</b>
During the first four-year period	1.4575 hours	.038355 hours
During the next five-year period	2.1863 hours	.057534 hours
After nine years	2.9151 hours	.076713 hours

Example:

An employee with eight years of service who works 18 hours per week for 40 weeks. 18 hours per week x 40 is a total of 730 hours x .057534 (the accrual for each hour worked) = 41.42 or 41 ½ hours of vacation for that year.

- i. Paid Holidays are Granted to Non-exempt Classified Personnel

## EMPLOYMENT POLICIES

1. Full-Time Employees: Paid holidays and office closings are at the individual employer's discretion and are generally influenced by the respective organization's needs, climatic conditions, as well as national and local laws.
2. Part-Time Employees: Paid holidays may be granted at the discretion of the conference office of education if a holiday falls on a regularly scheduled working day for the part-time employee. The amount granted is to be the amount the employee would earn if on duty.

### **E21-124 Leaves for Non-exempt Classified Employees**

A non-exempt classified employee may be granted leave for a reasonable period of time. Any leave for an extended period of time requires prior approval in writing by the local school board and/or local conference office of education. A leave may be granted for the following, based on the provisions of local conference policy.

- Bereavement
- Family and Medical
- Illness
- Jury Duty
- Military Duty
- Personal

### **E21-128 Status Change**

The following categories represent the changes in status possible for a non-exempt classified employee:

- Resignation [See Section E21-132]
- Administrative Leave [See Section E21-136]
- Termination [See Section E21-140]
- Retirement [See Section E21-144]
- Post-retirement Employment [See Section E21-148]

### **E21-132 Resignation of a Non-Exempt Classified Employee**

1. Definition: The voluntary termination of "at-will" employment initiated by an employee without requirement of cause.
2. Procedures:
  - a. The employee is requested to submit written notice of the intent to resign to the principal.
  - b. The employee is to repay money owed to the employer such as but not limited to unamortized moving and other expenses before release from the employment agreement is given or reimburse the employer for any unamortized allowance(s).

### **E21-136 Administrative Leave of a Non-exempt Classified Employee**

## EMPLOYMENT POLICIES

1. Definition: The immediate temporary removal from duties for a reasonable period of time.
2. Remuneration During the Administrative Leave: Pay and benefits may be discontinued at any time during the leave at the discretion of the local conference Office of Education.
3. Procedures:
  - a. The principal or local school board chair shall notify the superintendent of schools of the proposed administrative leave of a non-exempt classified employee.
  - b. The principal or superintendent of schools/designee shall give written notice, including the reason to the employee.
  - c. The principal or superintendent of schools/designee shall make a reasonable effort to complete the investigation as soon as possible.
  - d. An administrative leave beyond three working days shall require the approval of the superintendent of schools/designee.
4. The administrative leave continues until:
  - a. The employee is reinstated to active status, with or without disciplinary action; or
  - b. The employee resigns; or
  - c. The employment is discontinued by termination.

### **E21-140 Termination of a Non-exempt Classified Employee**

1. Definition: The ending of employment of an employee without requirement of cause or prior notice by the employer.
2. Procedure: The principal in consultation with the superintendent of schools or designee, will follow the locally voted procedure for termination of non-exempt classified employees.

### **E21-144 Retirement of a Non-exempt Classified Employee**

1. Definition: The voluntary discontinuance of employment initiated by an employee.
2. Procedure: The employee shall submit in writing the intent to retire and the proposed date for retirement to the superintendent of schools and the local conference executive secretary.

### **E21-148 Post-Retirement Employment of a Non-exempt Classified Employee**

1. Definition: That status which results when a person on denominational retirement benefits is employed either full-time or part-time.
2. Remuneration: Remuneration for a non-exempt classified employee on Post-Retirement Employment status is based on the provisions of Section F11—146.

# **PERSONNEL POLICIES & BENEFITS**

**PERSONNEL POLICIES & BENEFITS**

**Classified TK-12 Employee Outline of Benefits**

The following is a general outline of employee benefits. Some benefits may vary according to employment status. Contact the Human Resources Department for more information.

Legend:

YB = Yellow Book | OE = Office of Education | HR – Human Resources | FT = Full-time | PT = Part-time

<b>BENEFITS</b>	<b>YB PAGE</b>	<b>ADMIN BY</b>	<b>ELIGIBILITY</b>	<b>AVAILABLE</b>
<i>Family Care &amp; Medical Leave</i>				
Exempt Employee	p.	OE & HR	Worked at least 1250 hours in prior year	After 12 months
Non-Exempt Employee	p.			
<i>Illness Leave Plan</i>	p.	OE & HR	Less than 20 hours	After 30 days
<i>Long Term Disability</i>				
Exempt Employee	p.	HR	Three quarters or more required	After 90 days
Non-Exempt Employee	p.			
<i>Medical &amp; Mental Coverage</i> <small>(Employee only. Buy-in option for family)</small>	p.	HR	FT	Immediately
<i>Paid Leave</i>				
Exempt Employee	p.	OE	Half time or more	Immediately
Non-Exempt Employee	p.		Less than 20 hours	30 days in one year
PT Non-Benefit Eligible	p.			
<i>Retirement Plan</i>				
Exempt Employee	p.	HR	Half time or more	Age 65 or termination
Non-Exempt Employee	p.			
<i>Survivor Benefits</i>	p.	HR	FT	Immediately
<i>Tuition Discounts for Dependents</i>	p.	OE	FT Hourly	Immediately
<i>Tuition Assistance for Dependents</i>	p.	OE	FT Salaried	Immediately
<i>Vacation</i>				
Exempt Employee	p.	OE	Half time or more	After 90 days
Non-Exempt Employee	p.			
<i>Worker’s Compensation</i>	p.	HR	All employees	Immediately

## PERSONNEL POLICIES & BENEFITS

### Conflict of Interest

It is expected for every employee to review the Conflict of Interest policy and submit the completed Statement of Acceptance. This form will be sent to you on an annual basis while employed with SECC for your signature and disclosure of any possible conflict(s) of interest which occurred during the previous year.

The signed and dated Statement of Acceptance must include any conflicts of interest, whether they are financial or other form of personal interest. Keep in mind that possible conflicts may be present, potential, direct or indirect. Conflicts may be influenced or appear to be influenced by any motive or desire for personal advantage, other than the success and well-being of the denomination.

Signing the Statement of Acceptance affirms your declaration of compliance and resolve to remain in compliance with the Conflict of Interest policy. The signed and dated statement should be returned to SECC Human Resources Department for recordkeeping each calendar year.

#### **Conflicts of interest may include, but are not limited to:**

1. Engaging in outside business or employment that encroaches on the denominational organization's call for the full service of its employees even though there may be no other conflict. Also engaging in business or employment that is in any way competitive or in conflict with any transaction, activity, policy, or objective of the organization.
2. Using one's connections within the organization to secure favors for one's family or relatives.
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 interests. This includes 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.
5. Owning or leading any property with knowledge that the denominational organization has an active or potential interest therein.
6. Accepting, lending, or offering of any gratuity, favor, benefit, or gift or of any commission or payment, monetary or non-monetary, of greater than nominal value, in connection with work for the denominational organization other than the compensation agreed upon between the denominational organization and/or the employee and the employee.
7. Using denominational personnel, property, equipment, supplies, or goodwill for anything other than approved activities, programs, and purposes.
8. Expanding unreasonable time, during normal business hours, for personal affairs, or for other organizations, to the detriment of work performance for the denomination.

## PERSONNEL POLICIES & BENEFITS

### Insurance Plans

**Who is eligible?** Insurance plans are available to full-time, benefit eligible employees when first employed. Anyone who wishes to join later must show evidence of eligibility and apply within the specified open enrollment time for the specific plan requested.

#### Listing of Insurance Plans Available to You

##### 1. Health Plans:

- a. **Medical Plans:** FT employees have the option to choose Adventist Risk Management (PPO) Accelerate or Access Plan or Kaiser (HMO) for their medical, chiropractic, and mental health care. The premium cost for the medical plan is borne entirely by the employer. There may be shared costs for dependents of the spouse who earns more than 67% of the employee's wage zone. Employees may buy in for non-eligible dependents. Children are covered to the age of 26 for medical benefits only.
- b. **HCAP:** The Health Care Assistance Plan (HCAP) self-funded plan covers vision and is available as an employee benefit to all full-time employees. Dependent children are covered to the age 24.
- c. **Delta Dental:** The Delta Dental PPO Plan covers dental and orthodontics and is available as an employee benefit to all full-time employees. Dependent children are covered to the age of 24.

New employee enrollment forms must be submitted as soon as the contract is signed or before employment starts. Returning employees must complete an eligibility form. An identification card will be issued when the enrollment form is completed. **Enrollment forms received more than 30 days after the contract begins, may not be accepted by the Health Plan Carrier until the next open enrollment.** For specific information about the Health Plans, contact the Human Resources Department.

Eligible employees who opt out of all medical coverage are given \$150 per month. (Employees who choose to opt out of medical coverage must show proof of another coverage.)

Employee Contribution – (Subject to change at the beginning of each year.)

	Adventist Risk Management	Kaiser
Employee Only	\$100.00	\$50.00

2. **Long-Term Disability:** A program of long-term disability protection is provided for employees, at 66 2/3% benefits through VOYA, should you suffer a long-term disability resulting from an accident or illness. Benefits commence after a 90-day elimination period. Contact the Human Resources Department for more information.
3. **Other Insurance Benefits:** The Conference has approved the payroll deduction option of the following benefits:
  - a. Tax Shelter Annuities:
    - i. Valic
    - ii. Zhorik
  - b. AFLAC:
    - i. Flexible Spending Account Benefits: unreimbursed medical and dependent care savings account (pre-taxed buy-in benefits)
    - ii. Cancer Insurance
    - iii. Short-term disability insurance

## PERSONNEL POLICIES & BENEFITS

- iv. Accident insurance
  - c. VOYA Supplemental Group Universal (Life Insurance)
  - d. VOYA Accidental Death and Dismemberment (AD&D)
4. **State Disability Insurance and Unemployment Insurance:** Church organizations are exempt from these programs; thus, **no contribution** is made for employees. Full-time employees, with two or more years of service to the church, may be eligible for a termination settlement. Paid leave may be available for lost work time, due to injury or illness. See “Leave Policy” in this book for details.
5. **Worker’s Compensation Insurance**

**On-Duty:** All conference employees are covered by worker’s compensation insurance for work-related injuries or illnesses. This protection covers all medical care, statutory payments for lost wages, permanent disabilities, rehabilitation services, if appropriate, and death benefits to eligible dependents, if applicable.

If an employee is injured or becomes ill, arising out of or occurring during the course of the job, it must be reported immediately to the supervisor. The supervisor will provide the employee with a claim form (DWC) on which to describe the injury or illness. This form is submitted to our claims carrier through the Human Resources Department. The employee may be kept on employment status for up to 6 months, as per Leave Policy schedule.

**Off-Duty:** Concerning off-duty recreational, social, or athletic activities, the California Labor Code specifically states that *“Your employer or its insurance carrier may not be liable for the payment of workers’ compensation benefits for any injury, which arises out of an employee’s voluntary participation in any off-duty recreational, social, or athletic activity, which is not part of the employee’s work-related duties.”*

### Fitness For Life

Fitness For Life is an employee and spouse wellness promotion program.

**OUR VISION:** For SECC employees and their families enjoy life and health at its best by maintaining health-enhancing lifestyle practices.

**OUR GOAL:** For SECC employees to begin and/or maintain a personal and/or family wellness program for improved quality of life and to promote wise use of available health care; resources, and reward employees for their participation in the wellness program including partial reimbursement for the employee health care contribution costs.

### CRITERIA FOR REIMBURSEMENT

- a. Regular employee who is at least 25% if full-time.
- b. Submission of Employee Wellness Participation Application.

**PERSONNEL POLICIES & BENEFITS**

- c. Monthly submission of completed Aerobic Training Log due on the 15<sup>th</sup> of the following month.

Monthly Logs Rewards Quarterly Deadline:			
1 <sup>st</sup> quarter	April 15	3 <sup>rd</sup> quarter	October 15
2 <sup>nd</sup> quarter	July 15	4 <sup>th</sup> quarter	January 15

Submit complete Aerobic Training Logs to:  
Human Resources  
Southeastern California Conference  
PO Box 79990  
Riverside, CA 92513  
951-509-2352, FAX: 951-509-2395

## PERSONNEL POLICIES & BENEFITS

### Leave Policy (P-1)

**The Leave Policy applies to all exempt, non-exempt, and non-benefit eligible employees.**

#### Exempt Employee

This leave policy applies to all exempt employees in the Department of Education field. This policy does not include vacation or holidays. It is expected that the employee will be on time and present for the duration of each assigned workday, including non-student contact days. If the employee is not present at work, the absence must be in accordance with vacation leave and/or one or more of the leave provisions described below (or another leave provided by law) and should fall within the employee's allotted leave days. Failure to do so may result in disciplinary action. Prior to denying leave requests that come outside of the policies/procedures described below, the school administrator should contact the Office of Education to confirm ineligibility.

Unless otherwise specifically noted or stipulated by law/policy, a "day" under this policy means a day upon which the employee is scheduled to work.

All leave days, including those during pre-session, post-session, or other non-student contact days, should be documented by the school administrator or designee on the employee's attendance record. Employees must notify, or request if stipulated, their school administrator of leave days taken. Leave is recorded in one full day or ½ day (4-hour intervals) increments only, unless otherwise required by applicable law. If the employee does not work at all on a given workday, it is recorded as a day of leave, regardless of the length of the specific day in question.

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

The leave days described below are calculated for full-time employees paid at 100% of a 10-month or 12-month employment plan. Full-time employees who start after the annual contract begins or leave prior to the contract ending date will have their personal leave, short-term illness leave, and long-term illness leave days prorated accordingly. Part-time exempt employees who work at least 50% full-time may qualify for the leave days described below. For the qualifying leave, part-time employees receive the number of leave days comparable to the percentage of full-time work, and leave days are deducted using the same percentage. Exempt employees that work less than 50% are still eligible for up to five (5) illness leave days per year.

Unpaid leave is taken any time an employee takes more leave days than are allotted/permitted or more than are in his/her illness leave banks. Unpaid leave is calculated on the employee's daily pay rate and must be taken in full-day increments. The cost of substitute teachers for unpaid leave absences is not subsidized by the Office of Education. The school administrator must report unpaid leave absences by/within the corresponding payroll period in order for the school to receive salary loss credit. Employees may take a total of three (3) unpaid leave days with local approval. Any additional unpaid leave days would need the approval of the Office of Education. Failure to obtain this approval may result in disciplinary action. This unpaid leave provision does not apply to leave taken as part of FMLA/CFRA.

## PERSONNEL POLICIES & BENEFITS

### A. Leaves

#### 1. Bereavement

A leave of up to five (5) days per incident 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 school administrator; however, these days are not subsidized by the Office of Education. These days are not charged to any of the employee's leave banks. These days need not be taken all at once, but they must be taken within three (3) months of the family member's death.

For bereavement purposes, immediate family means the spouse or parents, brothers, sisters, grandparents, children, and grandchildren of the employee or spouse. Cases involving other near kin may require special consideration. The school administrator will evaluate those cases on an individual basis; however, these days if granted are not subsidized by the Office of Education. The employee may be required to present reasonable written verification of the need for leave.

#### 2. Jury Duty

Employees selected for jury duty will be paid their normal salary. These days are not charged to any of the employees' leave banks.

##### a. Court Order Subpoena

Employees subpoenaed by court order shall notify their supervisor/principal of the required absence. Regular remuneration will continue during the absence from work provided the subpoena is turned into the supervisor/principal.

#### 3. Personal Leave

With the approval of the school administrator and with adequate notice, an employee may request leave for personal reasons. Two (2) days maximum, per contract year, will be permitted with pay. These are not intended to extend a regular holiday or vacation. These days are not charged to any of the employee's leave banks. The school administrator may grant up to three (3) additional paid personal leave days in special circumstances; however, these days are not subsidized by the Office of Education. The school administrator should notify the Office of Education of the additional paid personal leave days granted. The Office of Education, acting upon the request of the school administrator, must approve paid personal leave days beyond the first two (2) days outlined above. Other than as noted above, paid personal leave may not exceed two (2) days in any given contract year. In addition, these days will not be convertible to paid leave or illness/disability leave.

In addition to the two (2) days of paid personal leave, three (3) days per contract year may be allowed for unpaid personal leave. As with paid personal leave days, the employee has to obtain approval from the school administrator for these unpaid personal leave days. The school administrator should notify the Office of Education of the approval granted. The Office of Education, acting upon a request of the employee made through his/her school administrator, must approve unpaid personal leave days beyond the first three (3) days outlined above. Failure to obtain this approval may result in disciplinary action.

#### 4. Adoption Leave

Paid leave of up to five (5) days may be granted for the adoption of a child. This is available to both males and females. These days are not charged to any of the employee's leave banks and must be taken within 12 months of the adoption. Adoption Leave is coordinated with FMLA/CFRA leave (see B). This leave does not extend FMLA/CFRA leave. Additional days may be

## PERSONNEL POLICIES & BENEFITS

granted by the Office of Education upon request. Contact the Human Resources Department for possible additional financial benefits.

### 5. Professional Leave

When the conference calls an employee to a meeting or the school requests an employee attend professional activities, these absences are recorded as professional leave days. In addition, the conference or school may approve an employee's request to attend a professional growth activity. Again, this is considered professional leave. These days are not charged to any of the employee's leave banks.

### 6. Reproductive Related Bereavement Leave

The reproductive-related bereavement leave is a separate leave from SECC's existing bereavement leave. Eligible employees are entitled to up to five (5) days of leave following a reproductive-related loss as described below. The leave can be taken within three (3) months of the reproductive loss. There is a cap of twenty (20) days within one (1) year from the date of the first event and requires employment of at least thirty (30) days.

An eligible employee is someone who suffers from what is defined as a reproductive loss event. This includes situations like miscarriage or stillbirth, unsuccessful assisted reproduction (i.e.: artificial insemination, embryo transfer, vitro fertilization (IVF), intrauterine insemination (IUI), failed surrogacy or failed adoption).

To request leave for reproductive related bereavement, the eligible employee must submit a request in writing to the immediate supervisor with a copy to the benefits specialist of the human resources department. Medical documentation is not required to accompany the request for leave. The dates of the requested bereavement should be included in the request not to exceed three (3) months from the event, and the days need not be consecutive. Employees are required to use accrued sick days or personal or vacation days if sick days are not available. In the case that paid days are not available, the leave will be unpaid.

### 7. Illness/Disability Leave

#### (1) Definitions

- (a) **Short-term illness leave:** an absence from school due to illness, issue of well-being, or injury that lasts from one (1) to three (3) consecutive days.
- (b) **Long-term illness leave:** an absence from school due to illness, issue of well-being, or injury that lasts more than three (3) consecutive days. Requires provider's note (see A.7.(3).(b))
- (c) **Unpaid illness leave:** leave taken after the employee has used the days of paid illness leave.
- (d) **Extended financial benefits:** benefits that may be approved by the Office of Education for unusual circumstances that could create hardships for the employee.
- (e) **Day:** under this policy a "day" means a day upon which the employee is scheduled to work, unless otherwise specifically noted or stipulated by law/policy.
- (f) **Permissible use of illness leave:** Employees may utilize short-term and long-term illness leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's "family member" (see definition of

## PERSONNEL POLICIES & BENEFITS

“family member” below). Illness leave may also be used for an employee who is a victim of domestic violence, sexual assault, or stalking as set forth in the California Labor Code.

### (2) Short-term Illness Leave

- (a) Short-term illness leave is an absence from school due to an illness, issue of well-being, or injury that lasts from one (1) to three (3) consecutive days.
- (b) Employees may use up to ten (10) days for short-term illness leave during each contract year with no loss in salary (exception, see A.7.(2).(g)).
- (c) Employees may use these days for personal illness/injury of well-being/injury (as defined in A.7.(1).(f)). In addition, employees may use short-term illness leave days for the illness/injury of a family member. Family member means the employee’s spouse, children (biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age), parents (biological, adoptive or foster parent, stepparent or legal guardian of the employee or a person who stood in loco parentis when the employee was a minor child), siblings, grandparents and grandchildren. Additional family members as stipulated by California law are all included.
- (d) Short-term illness leave taken after exhaustion of the ten (10) days will be taken as unpaid illness leave (exception, see A.7.(2).(g)).
- (e) Short-term illness leave will not be convertible to personal leave, paid leave, or be considered as a credit payable at the end of the employee’s service.
- (f) The Office of Education will not count bereavement leave, personal leave, adoption leave, professional leave, and jury duty as part of any illness leave.
- (g) An employee whose short-term illness leave has been exhausted, may receive up to a total of two (2) donated days (days are donated in full-day increments) per contract year. These days can only be received from other exempt education employees’ short-term illness leaves. An employee who receives donated days may not also donate days to another employee in the same contract year. The donated day(s) must be received prior to the leave day taken or within the same payroll period to avoid taking an unpaid illness leave day(s). The donation is to be done in writing and must be attached to both the donor’s and recipient’s attendance cards and reported to the Office of Education at the time of the donation. An employee may only donate a total of up to two (2) days to other exempt education employees each contract year. Short-term illness leaves taken after the donated days have been exhausted will be taken as unpaid illness leave (in other words, the most paid short-term illness leave an employee may take in a contract year is twelve (12) days). Once donated, the donation is irrevocable.
- (h) Employees who are rehired within one (1) year from the date of separation from the Office of Education may have any accrued and unused short-term illness leave reinstated, not to exceed ten (10) days per contract year.

### (3) Long-term Illness Leave

- (a) Long-term illness leave is an absence from school due to an illness or injury that lasts more than three (3) consecutive days. An employee must be eligible for FMLA/CFRA leave and have available FMLA/CFRA days to access this leave bank.

## PERSONNEL POLICIES & BENEFITS

- (b) Long-term illness leave generally requires that the employee/family member be under the care of a health care provider, and the employee must present a satisfactory certificate from the health care provider indicating the employee/ family member was under his/her care upon return to work to qualify for salary payment. The Physician Certification form must be submitted for leaves longer than seven days and must be submitted by the 8<sup>th</sup> day to the employer. Where the leave is due to the employee's injury or illness, the certificate should also confirm the employee's fitness for duty (see FMLA section B for more information on appropriate forms). A "family member" is defined as the employee's child (biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age), spouse, parent (biological, adoptive or foster parent, stepparent or legal guardian of the employee or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild or a sibling. (See B). Additional family members as stipulated by California law are also included.
- (c) An employee has six (6) weeks (30 days) of long-term illness leave each contract year. Three (3) weeks (15 days) of this 6-week leave is available each contract year to care for a family member. Long-term illness leaves taken after the exhaustion of available long-term illness leave days will be unpaid illness leave. If an employee's illness is serious or life-threatening and the employee exhausts the six (6) weeks (30 days), the employee may request extended financial benefits leave from the Office of Education. An employee must be eligible for FMLA/CFRA leave and have available FMLA/CFRA days. Application for extended financial benefits leave is made in writing to the Superintendent, detailing the reasons for this request.
- (d) Notwithstanding the immediately preceding provision, if an employee does not use all ten (10) days of short-term illness leave, the employee may transfer the remainder into his/her long-term illness leave bank at the end of the contract year (for the upcoming contract year) up to a maximum accrual of thirteen (13) weeks (65 days) of long-term illness leave. The employee may not transfer any donated short-term illness leave days. Long-term illness leaves taken after the exhaustion of available long-term illness leave days will be unpaid illness leave. If an employee's illness is serious or life-threatening and the employee exhausts the long-term illness leave bank, the employee may request extended financial benefits leave from the Office of Education provided FMLA is still available (see A.7.(3).(c)).
- (e) Long-term illness leave will not be convertible to personal leave, paid leave, or be considered as a credit payable at the end of the employee's service.
- (f) The Office of Education will not count bereavement leave, personal leave, adoption leave, professional leave, and jury duty leave as part of any illness leave.
- (g) An employee's injury or illness which keeps the employee off work for more than ninety (90) calendar days may be covered after this 90-day elimination period by long-term disability (LTD) insurance for qualifying employees. The SECC Human Resources Department should be contacted and an application for LTD should be completed as close to the onset of this elimination period as possible. Payments from the long-term illness leave bank, if eligible, end at the conclusion of this elimination period, even if employees may not have exhausted their long-term illness leave bank.
- (h) Employees may not donate days from or receive donated days into their long-term illness leave bank.

## PERSONNEL POLICIES & BENEFITS

- (i) Employees who transfer from other denominational employment and have been eligible for long-term illness leave will be given the amount actually accrued and unused, up to a maximum of thirteen (13) weeks (65 days). If that is not ascertainable, five (5) days for each year worked full-time in other denominational organization(s) will be given, up to the maximum of thirteen (13) weeks (65 days). A transferring part-time employee would be given a percentage of five (5) 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 long-term illness leave before the break in service.

### (4) **Worker's Compensation**

For injury or illness that is covered by worker's compensation, the Office of Education coordinates benefits. The employee is advanced full pay from any days in the applicable illness leave 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 appropriate illness leave bank will be credited accordingly. (Worker's compensation cannot pay the worker's compensation benefit for the employer.)

### (5) **Procedure**

- (a) Any leave under this section (Illness/Disability Leave) must be coordinated with FMLA/CFRA leave. The employee must be eligible for FMLA/CFRA leave and have available FMLA/CFRA days, in order to access this leave bank.
- (b) The procedure for requesting FMLA/CFRA leave below will be followed when requesting disability leave.
- (c) Employees need not report the first three (3) days of illness leave as disability leave. However, if the illness/disability continues, the entire period of disability will be charged to the long-term illness leave bank.

## **B. Family, Medical, and Military-related Leave Policy**

This Family and Medical Leave Act (FMLA) policy outlines the conditions under which denominational employees, who meet the eligibility requirements, 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. This policy should be interpreted consistently with the FMLA and its implementing regulations.

1. **Definition:** A family or medical leave of absence is defined as an approved absence available to eligible employees for up to either 12 or 26 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 by an eligible employee for the following reasons:
  - a. Birth of an employee's child and care for a newborn. (Up to 12 weeks)
  - b. Placement of a child with an employee for adoption or foster care. (Up to 12 weeks)
  - c. Need for an employee to care for a child, spouse, or parent (or person who stood in loco parentis to the employee) who has a serious health condition. (Up to 12 weeks) (CFRA may apply for additional family members)
  - d. When an employee, because of the employee's own serious health condition (pregnancy disability, illness, injury, impairment, or condition that involves inpatient care or continuous

## PERSONNEL POLICIES & BENEFITS

treatment or supervision by a health care provider, etc.) is unable to perform the functions of his/her position. (Up to 12 weeks)

- e. For specified military-related leave as stipulated (E 83 05) and described in (NADWP E 83). (Up to 26 weeks)

For purposes of this policy, “year” is defined as the 12-month period measured forward from the date an employee’s first FMLA leave begins.

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 either the 12 or 26 weeks of leave to which employees may be entitled under this policy. For example, employees with accrued time for any of the following paid leaves must use paid leave first and take the remainder, if any, of the twelve weeks as unpaid leave:
  - a. Vacations
  - b. Disability leave
  - c. Illness leave
  - d. Worker’s compensation
3. **Eligibility:** To be eligible for leave under this section, employees must have been employed for at least twelve 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 (contact SECC for the appropriate form) 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 school or SECC.
  - 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 healthcare provider, approved jointly by the employing organization and the employee.
  - c. SECC has an obligation to reasonably accommodate a qualifying disability (such as allowing more frequent breaks).
  - d. 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.
  - e. Under FMLA, employees are entitled to up to 12 weeks (60 workdays) of paid or unpaid leave for the birth, adoption, or placement of a child for foster care or to care for a newborn child. If FMLA has already been used in that same year, then the total weeks available would be 12 weeks less than the amount previously used. Once the employee’s health care provider 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. This leave is available to both male and female employees. (See B for more details, as well as A.4.)
  - f. Spouses who are both employed by the denomination and request leave for the same qualifying event may be entitled to a total of 12 weeks of combined leave (not 12 weeks each) per year, depending on the qualifying event. In the case of the birth of a child, once the employee’s

## PERSONNEL POLICIES & BENEFITS

health care provider 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.

- g. 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.
- h. As with all medical leaves of 3 days or more, SECC will require that the returning employee provide a health care provider's medical release, for leave for the employee's own serious health condition.

- 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 written notice to the school and to SECC and make efforts to schedule leave so as not to disrupt school operations (contact SECC for details on what to include in the notification process). 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 30 days' notice for foreseeable leave, the employee shall explain the reasons why such notice was not practicable upon a request from SECC for such information. If the employee has no reasonable excuse for the delay, SECC may deny the request for up to 30 days from the date the employee provides notice. (For leave due to a qualifying exigency (military-related leave), the 30-day advance notice requirement does not apply. Instead, the employee must provide notice as soon as practicable.)

- 6. Status of Employee Benefits During a Leave of Absence:** While the employee is on FMLA, the employing organization will continue the employee's healthcare benefits. The benefits will continue at the same level and under the same conditions as applied before the employee began the leave. The employing organization will continue to make payroll deductions for the employee contribution 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.

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. Contact SECC for more information on the possible impact of the leave on seniority or benefits.

- 7. Procedures:** Employees must request family and medical leave paperwork from SECC. The forms must be completed and returned in accordance with the stated timetables.

### ADDENDUM TO FAMILY CARE AND MEDICAL LEAVE (FMLA)

To the extent required by applicable law, the Conference will also provide leave pursuant to the California Family Rights Act (CFRA). Similar to FMLA leave, this law provides up to 12 weeks of unpaid leave for eligible employees. During qualifying CFRA leave, eligible employees' health insurance benefits will be continued on the same basis as they were prior to the employee taking leave. CFRA leave generally runs concurrently with any other leaves (i.e., FMLA), with several exceptions, including disability resulting from pregnancy. There are other technical differences between CFRA and FMLA leave. If you have questions, please contact the Human Resources Department.

## PERSONNEL POLICIES & BENEFITS

### LEAVE OF ABSENCE

A benefit eligible employee may request an unpaid leave of absence. Leaves of absence may be granted for specific reasons such as study, medical, and personal leaves. During leave, the employee accrues no benefits but may request to buy into the medical plan. Military leave will be handled in accordance with legal requirements.

Leaves must be requested in writing thirty (30) days in advance. Requests should be submitted to the principal and Office of Education with a copy to the Human Resources Director. An employee may not begin a leave until Office of Education approval has been granted.

Except as required by law, the Southeastern California Conference cannot guarantee that a position will be open at the end of the employee's leave.

*Voted: 2/2015 EMT & 03/2015 Education Board.*

### Non-exempt Employee

Employees classified as working 20 hours per week or more may be eligible for the leave policies described below (798 hours per year is required if working only 10 months of the year). Exceptions to this will be noted within the specific section.

### VACATION

The vacation policy is available for employees classified as working 20 hours per week or more. Full-time benefit-eligible employees accrue vacation based on the years of denominational service. Part-time benefit-eligible employees, working 20 hours per week or more, accrue vacation at a proportionate rate.

Years of Service	Vacation Accrued per Year	Accrual per Hour Worked	Max Accrual
During the 1 <sup>st</sup> 4-year period	2 weeks or 76 hours	0.03836	114 hrs.
During the next 5-year period	3 weeks or 114 hours	0.05753	171 hrs.
After 9 years	4 weeks or 152 hours	0.07671	228 hrs.

1. Vacation time begins to accrue from the date of hire and is available for use after the successful completion of ninety days of employment.
2. Service for vacation accrual purposes shall include days worked, approved sick time, holidays, and vacation days.
3. The rate of vacation time accrual shall be based on years of service. Employees hired with years of experience in work outside of denominational employment that professionally advances their ability to perform their work more effectively for the conference may be granted one year of credit toward vacation accrual for every two years of such prior service.
4. Vacation time will be accumulated from year to year up to a maximum of 150% of the annual vacation accrual for years of service.

### Requesting Vacation

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

## PERSONNEL POLICIES & BENEFITS

reported immediately to the supervisor. Vacation time should always be prearranged with the Department Director or Supervisor to maintain continuity of service in the department. Vacation can be used as requested by the employee or as requested by the employer.

### Recording Vacation

Vacation hours must be properly recorded on the timekeeping system by the employee or supervisor and approved by both. Vacation hours may be used in full days or increments as requested and approved. Vacation time should be recorded on the timecard, and no more than the regularly scheduled work hours are to be entered for the day(s) taken for vacation. Vacation time is not intended to be used to bring employees up to full-time status and should not be used on a regular basis for such purposes.

### Termination or Retirement

At the time of termination from employment or retirement, all accrued, unused vacation time will be paid to the employee. The maximum payout of vacation time will be up to 150% of the annual vacation accrual based on years of service.

## PERSONAL BUSINESS DAY

The Personal Business Day (PBD) benefit is available for employees classified as working 20 hours per week or more. This PBD is a paid day that is available once per year for personal reasons. The PBD does not accrue in any bank and may be used on request and approval of the supervisor. No payment will be made upon termination or retirement. The PBD must be taken as a full day and may not be used incrementally by the hour.

### Recording Personal Business Day

PBD time must be properly recorded on the Timecard as a Personal Business Day. The hours for the PBD must be equivalent to and not exceed the hours regularly scheduled for that day of work.

## SICK LEAVE POLICY

Sick Leave Bank accrual is provided for all non-exempt employees. All non-exempt employees accrue short-term sick leave hours. Employees working 20 hours plus per week accrue short term and extended sick leave hours.

### Short-Term Sick Leave Bank

#### Accrual

Short Term sick leave accrues beginning on the date of hire. The bank accrues at a rate of 3.077 for a 76-hour (two-week) pay period. Employees working less than full-time will accrue on a pro-rata basis. The Short-Term Leave Bank reaches a cap at 80 hours. Hours that count toward the accrual of this sick bank include hours worked, hours taken for vacation, and hours taken for sick leave. Bank hours carry over from one year to the next.

#### Eligibility

Non-Exempt employees who have worked 30 days in a calendar year and have been employed for at least 90 days to complete the 90-day introductory period may request Short Term Sick hours.

Employees may use accrued short-term sick leave time for the diagnosis, care, or treatment of an existing health condition or for preventative care. In addition, employees may use accrued short-term sick leave time for the similar care of an immediate family member. Family member means the employee's spouse, children (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age), parents (biological, adoptive, or foster parent, stepparent or legal guardian of the employee

## PERSONNEL POLICIES & BENEFITS

or the employee's spouse or a person who stood in loco parentis when the employee was a minor child), siblings, grandparents, and grandchildren. Short term sick leave time may also be used if the employee is a victim of domestic violence, sexual assault, or stalking.

An employee is not required to find a work replacement as a condition for using paid sick days.

### **Requesting Short-Term Sick Leave Time**

Employees requesting time off under this policy should provide as much advanced notice to their supervisor as practicable.

### **Recording Short Term Sick Leave Time**

Short-term sick leave hours must be properly recorded on the timecard by the employee or supervisor and approved by both. Short-term sick leave hours should be used only to cover the hours of work missed as scheduled for the workday, and as requested and approved. Short Term Sick hours will only be paid when there is a positive sick bank balance.

### **Vesting**

Short-term sick leave accrual is not a vested benefit and upon termination or retirement, no payment will be made from sick bank accruals.

### **Extended Sick Leave Bank (Benefit-eligible employees)**

#### **Accrual**

Extended sick leave accrues beginning on the date of hire. The bank accrues at a rate of 1.172 for a 76-hour (two-week) pay period. Employees working less than full-time will accrue on a pro-rata basis. The Extended Sick Leave Bank reaches a cap at 1000 hours. Hours that count toward the accrual of this sick bank include hours worked, hours taken for vacation, and hours taken for sick leave.

#### **Eligibility**

Non-Exempt employees who are classified as benefit-eligible, have been employed for at least 90 days and have been out due to illness for 3 consecutive days, may request extended sick hours if they have an off-work note from a treating healthcare provider.

The first 3 consecutive workdays of any illness or time-off for medical/dental appointments shall be charged to the Short-Term Sick Leave Bank. The Short-Term Sick Leave Bank will also be used in the case of the exhaustion of the Extended Sick Leave Bank. Extended Illnesses that are not accompanied by a recommendation from a treating healthcare provider will continue to be charged to the Short-Term Sick Leave Bank and then to the vacation bank. The Extended Sick Leave Bank is a non-vested bank, and upon termination or retirement no payment will be made from it.

Use of the Extended Sick Leave Bank is intended for illnesses that exceed 3 consecutive workdays and access to this bank requires an off work note from a treating healthcare provider. For cases where an employee is hospitalized or has a medical procedure performed as an out-patient procedure, employees may request to use the Extended Sick Leave Bank immediately with an accompanying a required note from the treating healthcare provider is required. Illnesses that are not accompanied by a recommendation from a treating healthcare provider will continue to be charged to the Short-Term Sick Leave Bank and then to the vacation bank.

Employees may use extended sick leave time for the diagnosis, care, or treatment of an existing health condition or for preventative care. Extended sick leave time may also be used if the employee is a victim of domestic violence, sexual assault, or stalking.

## PERSONNEL POLICIES & BENEFITS

In addition, employees may use half of the yearly Extended Sick Leave accrual rate for similar care of an immediate family member. Family member means the employee's spouse, children (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age), parents (biological, adoptive, or foster parent, stepparent or legal guardian of the employee or the employee's spouse or a person who stood in loco parentis when the employee was a minor child), siblings, grandparents, and grandchildren.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, State or Federal law, including leave taken pursuant to the California Family Rights Act (CFRA) and/or Family Care and Medical Leave Act (FMLA).

### Recording Extended Sick Leave Time

Extended sick leave hours must be properly recorded on the timecard by the employee or supervisor and approved by both. Extended sick leave hours may be used in full days or increments as requested and approved. Extended sick leave hours should be recorded on the timecard, and no more than the regularly scheduled work hours are to be entered for the day(s) taken. Extended Sick hours will only be paid when there is a positive bank balance.

Extended sick leave time may not be used in place of short-term sick leave time.

### Return to Work Following Use of Extended Sick Leave Bank

Return to work after an employee's extended illness or injury (beyond 3 consecutive workdays) requires a release from a healthcare provider.

## FAMILY, MEDICAL, and MILITARY-RELATED LEAVES POLICY

This Family and Medical Leave Act (FMLA) policy outlines the conditions under which denominational employees, who meet the eligibility requirements, 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. This policy should be interpreted consistently with the FMLA and its implementing regulations.

1. Definition: A family or medical leave of absence is defined as an approved absence available to eligible employees for up to either 12 or 26 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 by an eligible employee for the following reasons:
  - a. Birth of an employee's child and care for a newborn. (Up to 12 weeks)
  - b. Placement of a child with an employee for adoption or foster care. (Up to 12 weeks)
  - c. Need for an employee to care for a child, spouse, or parent (or person who stood in loco parentis to the employee) who has a serious health condition. (Up to 12 weeks) (CFRA may apply for additional family members)
  - d. When an employee, because of the employee's own serious health condition (pregnancy disability, illness, injury, impairment, or condition that involves inpatient care or continuous treatment or supervision by a health care provider, etc.) is unable to perform the functions of his/her position. (Up to 12 weeks)
  - e. For specified military-related leave as stipulated (E 83 05) and described in (NADWP E 83). (Up to 26 weeks)

## PERSONNEL POLICIES & BENEFITS

For purposes of this policy, “year” is defined as the twelve-month period measured forward from the date an employee’s first FMLA leave begins.

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 either the 12 or 26 weeks of leave to which employees may be entitled under this policy. For example, employees with accrued time for any of the following paid leaves must use paid leave first and take the remainder, if any, of the twelve weeks as unpaid leave:
  - a. Extended Sick Leave
  - b. Short-Term Sick Leave
  - c. Vacation
  - d. Worker’s Compensation
3. Eligibility: To be eligible for leave under this section, employees must have been employed for at least twelve 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 (contact SECC Human Resources for the appropriate form) 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 SECC Human Resources website.
  - 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. SECC has an obligation to reasonably accommodate a qualifying disability (such as allowing more frequent breaks).
  - d. 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.
  - e. Under FMLA, employees are entitled to up to 12 weeks (60 workdays) of paid or unpaid leave for the birth, adoption or placement of a child for foster care or to care for a newborn child. If FMLA has already been used in that same year, then the total weeks available would be 12 weeks less than the previously used. Once the employee’s health care provider has released the employee from his/her care, if the employee wants to continue FMLA leave, sick pay will no longer be available and vacation time must be used. This leave is available to both male and female employees.
  - f. Spouses who are both employed by the denomination and request leave for the same qualifying event **may be** entitled to a total of 12 weeks of combined leave (not 12 weeks each) per year, **depending on the qualifying event**. In the case of the birth of a child, once the employee’s health care provider has released the employee from his/her care, if the employee wants to continue FMLA leave, sick pay will no longer be available and vacation time must be used.

## PERSONNEL POLICIES & BENEFITS

- g. 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.
  - h. As with all medical leaves of 3 days or more, SECC Human Resources will require that the returning employee provide a health care provider's medical release, for leave for the employee's own serious health condition.
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 written notice to the supervisor and to SECC Human Resources (contact SECC Human Resources for details on what to include in the notification process). 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 30 days' notice for foreseeable leave, the employee shall explain the reasons why such notice was not practicable upon a request from SECC Human Resources for such information. If the employee has no reasonable excuse for the delay, SECC Human Resources may deny the request for up to 30 days from the date the employee provides notice. (For leave due to a qualifying exigency (military related leave), the 30-day advance notice requirement does not apply. Instead, the employee must provide notice as soon as practicable.)

6. Status of Employee Benefits During a Leave of Absence-- While the employee is on FMLA, 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. The employing organization will continue to make payroll deductions for the employee contribution while the employee is on paid leave. While on unpaid leave, the employee must continue making this payment. Payment is made to SECC Human Resources and must be made in a timely manner.

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. Contact SECC Human Resources for more information on the possible impact of the leave on seniority or benefits.

7. Procedures-- Employees must request family and medical leave paperwork from SECC Human Resources. The forms must be completed and returned in accordance with the stated timetables.

### **ADDENDUM TO FAMILY CARE AND MEDICAL LEAVE (FMLA)**

To the extent required by applicable law, the Conference will also provide leave pursuant to the California Family Rights Act (CFRA). Similar to FMLA leave, this law provides up to 12 weeks of unpaid leave for eligible employees. During qualifying CFRA leave, eligible employees' health insurance benefits will be continued on the same basis as they were prior to the employee taking leave. CFRA leaves generally runs concurrently with any other leaves. While FMLA leave provides for up to 12 weeks of leave for any qualifying exigency arising because of the spouse, son, daughter or parent of the employee being on active military duty or having been notified of an impending call to active duty status in support of a contingency operation, CFRA leave does not apply to these situations. There are other technical differences between CFRA and FMLA leave. If you have any questions, please contact the Human Resources Department.

## PERSONNEL POLICIES & BENEFITS

### FUNERAL LEAVE

Benefit eligible employees are allowed up to five days with pay, according to distance and circumstances, to attend the funeral of an immediate family member. An immediate family member includes spouse, child (stepchild and foster-child), parent, brother, sister, father-in-law, mother-in-law, and grandparents.

### LEAVE OF ABSENCE

After one year of continuous employment, a benefit eligible employee may request an unpaid leave of absence. Leaves of absences are granted for specific reasons such as study, medical, and personal leaves. During a leave the employee accrues no benefits but may request to buy into the medical plan. Military leave will be handled in accordance with legal requirements.

Leaves must be requested in writing 30 days in advance. Requests should be submitted to the department director (principal/Office of Education) with a copy to the Human Resources Director. An employee may not begin a leave until committee approval has been granted.

Except as required by law, the Southeastern California Conference cannot guarantee that a position will be open at the end of the employee's leave.

### JURY DUTY

Employees who are called to serve jury duty must notify the department director and the Human Resources Department as soon as notice is received. Employees will continue to receive pay for jury time served up to 10 workdays per calendar year. Because the State of California currently reimburses jurors only for mileage and meal expenses, this reimbursement need not be turned into the conference office. Hourly paid employees need to note on their timecard "jury duty".

### COURT ORDERED SUBPOENA

Employees subpoenaed by court order shall notify the director of their department and the Human Resources Department of the required absence. Regular remuneration will continue during the absence from work provided the subpoena is turned into the Human Resources Department.

### UNPAID LEAVE, NON-EXEMPT EMPLOYEES

Non-exempt employees must exhaust all available and applicable paid leave banks (sick, vacation, etc.) prior to using unpaid leave. The exception to this would be on days on which the school/ECE is closed.

*Voted: 4/2015 Executive Committee, 5/2015 Education Board*

### LONG TERM DISABILITY (LTD)

Benefit eligible (3/4 - time or more) employees are covered under VOYA for Long-Term Disability (LTD) Insurance. This plan is provided by SECC as an employee benefit, at no cost to the employee. Coverage under such a plan would provide salary continuation assistance where the qualifying disability exceeds 90 days. The plan provides for payment of 66 ⅔% of basic monthly earnings, reduced by any deductible benefits, with a maximum of \$6,000.00. The minimum monthly benefit is the greater of \$300 or 10% of your gross disability payment. ING's LTD plan document is available on the HR Website: <https://seccadventist.org/2022/06/01/voya-life-insurance/>

Please note that:

**Employees are ineligible for State Disability Insurance for time worked because of SECC's religious status. No contributions to State disability are made.**

## PERSONNEL POLICIES & BENEFITS

### WORKER'S COMPENSATION INSURANCE

**On Duty:** All conference employees are covered by worker's compensation insurance for work-related injuries or illnesses. This protection covers all medical care, statutory payments for lost wages, permanent disabilities, rehabilitation services if appropriate, and death benefits to eligible dependents if applicable.

If an employee is injured or becomes ill arising out of, or occurring during, the course of the job it must be reported immediately to the department director. The director will provide the employee with a claim form (DWC) on which to describe the injury or illness. This form is submitted to our claim carrier through our Human Resources Department. The employee may be kept on employment status for up to one year and three months, as per Sick Time Policy.

**Off Duty:** Concerning off-duty recreational, social, or athletic activities the California Labor Code specifically states that:

Your employer or its insurance carrier may not be liable for the payment of worker's compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties.

In most cases, benefit-eligible employees, receiving temporary disability payments, may be eligible to use paid leave and/or sick leave to bring salary up to regular assignment equivalent amount. Contact the Human Resources Department for more information.

*Voted: 2/2015 EMT, 3/2015 Education Board, 4/2015 (Sick Leave) Executive Committee. Other sections previously voted.*

### Exempt Employee Vacation Policy

#### Ten-Month Personnel

The ten-month employment plan makes provision for vacation time and holidays during the contract year. No additional time for vacation is provided, regardless of years of service or variations on local school board adopted calendars.

#### Twelve-Month Exempt Personnel – Vacation Policy Implementation Criteria

##### 1. Basis for Vacation

Annual vacation with pay shall be provided for regular benefit eligible employees and may be accrued and calculated on the following basis:

<u>Years of Service Entitlement</u>	<u>Accrual Rate *</u>	
During 4-year period	2 weeks	.833 day/month
During next 5-year period	3 weeks	1.25 days/month
After nine years	4 weeks	1.67 days/month

- a. Vacation entitlement accrued per 38-hour week.

## PERSONNEL POLICIES & BENEFITS

- b. Regular part-time employees (at least 50% of full-time salaried) shall accrue vacation time on a prorate basis. The rate of vacation time accrual shall be on the basis of year of full-time equivalency.
- c. Service for vacation accrual purposes shall include days worked, approved sick time, holidays, and vacation days.
- d. Individuals, who become denominational employees after several years of experience in a type of work that enhances their ability to function more effectively in their work for the Church, may be granted one year of credit toward vacation accrual for each two years of such prior service.
- e. The school shall keep an accurate employee attendance record for each employee, including the vacation record for 12-month employees. The principal is responsible for keeping her/his own attendance record. All employee attendance records are to be submitted to the Office of Education at the end of the school year.

### **2. Maximum Accrual**

Vacation time may only be earned and accumulated from year to year up to a maximum of 150% of the year's accrual rate.

### **3. Termination or Retirement**

At the time of termination (or resignation) from denominational employment or retirement, all accrued and unused vacation time shall be cashed out.

### **4. Use of Vacation Time**

Vacation time should generally be taken after it is earned. It may be used at such time or times when requested by the employee, approved by the supervisor and authorized by the Office of Education.

### **5. Vacation Request**

A request for vacation should be made in advance on the vacation request form (form can be found on the Education website), except in an emergency when it is not known beforehand by the employee that leave will be needed. An absence under such circumstances should be reported immediately to the supervisor and the Office of Education. Employees who are expected to work the full year may request vacation time in advance of having fully earned it.

## PERSONNEL POLICIES & BENEFITS

### Holidays

SECC observes the following nine holidays per calendar year:

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 (12-month employees)
Independence Day	July 4 (12-month employees)
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day* (2 days)	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

\*Days observed for Thanksgiving vary depending on whether the employee is on a regular work week, or an alternative work week schedule. For regular work week employees, the day of Thanksgiving and the following Friday are observed. For alternative work week schedules, Wednesday prior to Thanksgiving, and Thanksgiving Day are observed.

Holidays are to be recorded on the timecard for non-exempt employees.

## **PERSONNEL POLICIES & BENEFITS**

### **Wage & Hour Summary Non-Exempt Employees**

#### **Regular Workweek**

##### **RECORDING TIME**

All hourly, non-exempt employees must record all hours worked on a timecard or according to the time-keeping system in place at the work site. Employees must accurately record the actual time and hours worked. You may not work off the clock. Time is recorded by entering the time you begin work, the time you clock out for your meal period, the time you return to work following the meal period, and the time you end your workday.

At the end of the pay period the employee and the supervisor should review the hours, and both must sign the timecard. Employees must submit timecards to payroll according to the Southeastern California Conference pay date schedule. Please be advised that a timecard or any document that contains incorrect or inaccurate information must never be signed. Failure to properly record time worked may lead to disciplinary action including immediate termination.

##### **REST PERIODS**

All hourly, non-exempt employees are permitted to take a rest period, which insofar as practicable are in the middle of each work period. The authorized rest period shall be based on ten (10) minutes rest time per each period of four (4) hours worked. Employees whose total daily work time is less than three and one-half hours are not permitted breaks. Breaks are taken with the knowledge of the supervisor, away from the immediate place of work, remaining on the premises of the employer. Authorized rest period time shall be counted as hours worked. Supervisors must be made aware when the employee takes their break.

##### **MEAL PERIODS**

All hourly, non-exempt employees that work for a period of more than five (5) hours are provided a duty-free meal period of not less than 30 minutes and are free to leave the premises (except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual written consent of the employer and employee). The meal period must begin no later than five (5) hours into the employee's shift (e.g., work begins at 8:00 a.m., then the meal period must begin before 1:00 p.m.). The goal shall be that all employees begin their meal period no later than four and one half (4 ½) hours into their shift.

Should an employee work ten (10) or more hours in a day, the employee is provided with a second duty-free meal period of not less than 30 minutes and must be taken prior to the beginning of the 10th hour of work. If the total hours worked in the day are no more than twelve (12) hours, the second meal period may be waived, in writing, provided that the first meal period is not waived.

Meal periods must be taken away from the immediate place of work and should be coordinated with supervisors. The meal period is taken off the clock and is not paid.

##### **REPORTING REQUIREMENTS**

Non-exempt employees are relieved of all work duties during their meal and rest periods.

Employees must record their meal periods by clocking out at the beginning of the meal period and clocking in before beginning work following the meal period. The meal period must be at least 30 minutes.

In the event you do not receive an uninterrupted meal period you must advise your supervisor and indicate on your timecard and secure the signature of your immediate supervisor prior to the end of the workday. Supervisors will be notified by email each time an employee clocks out for a meal period after the

## PERSONNEL POLICIES & BENEFITS

commencement of the 5th hour of work or misses a meal period. A notation must be made in the time clock system to explain the reason for each missed meal period and approved by both employee and the supervisor.

If any supervisor or manager impedes or discourages you from having a meal or rest period, you must notify Human Resources immediately so appropriate corrective action may be taken.

Failure to comply with the meal period or any policy could result in disciplinary action, including and up to termination.

### WORKDAY AND WEEK DEFINED

The workday begins at midnight and ends at 11:59 p.m. The work week begins at midnight on Sunday and ends at 11:59 p.m. on Saturday.

### OVERTIME

Overtime will be compensated in accordance with the California Wage & Hour overtime standards. Overtime is based strictly on hours worked, not hours paid. Hours taken from paid leave and sick banks as well as hours paid for funeral leave, jury duty, or 'gift' days are not considered hours worked in the calculation of overtime.

All overtime must be authorized in advance by the supervisor. Non-exempt employees who have been requested to and/or have permission to work in excess of 8 hours in a day or 40 hours in one workweek or the first eight (8) hours on the seventh consecutive day of work in the work week, will be compensated at time and one-half the employees' regular rate of pay.

Double time will be compensated in accordance with the California Wage & Hour overtime standards. Non-exempt employees working in excess of twelve (12) hours per day or in excess of eight (8) on the seventh consecutive day of work in the work week will be compensated at double the employee's regular rate of pay.

### MAKEUP TIME

Makeup time allows non-exempt employees to request time off for a personal obligation and make up work time without receiving overtime pay. Makeup time may not be solicited by the employer, must be requested in writing and agreed upon with the supervisor in advance, and work time must be made up within the same work week. The employee may not work more than 11 hours on another workday, and no more than 40 hours in a workweek to make up the time off. Makeup Time Request Forms are available in the Human Resources Department website [www.seccadventist.org/human-resources/](http://www.seccadventist.org/human-resources/).

## Survivors Benefit

The Basic Life coverage is purchased through the Hartford Life Insurance Company and is paid for in full by the Southeastern California Conference. The current coverage is as follows:

#### Benefit Scale:

- |  |           |
|--|-----------|
| a. Employee                                  | \$100,000 |
| b. Spouse                                    | \$50,000  |
| c. To the employee whose dependent has died: |           |
| a. Stillborn                                 | \$750     |
| b. Other children                            | \$10,000  |

This is an excellent benefit that we are happy to provide. There are, however, tax implications for an employer-paid benefit of this type. According to IRS rules (IRC section 79), the first \$50,000 of an employer-provided life

## PERSONNEL POLICIES & BENEFITS

insurance benefit is non-taxable. But any amount over \$50,000 for an employee, over \$2,000 for a spouse, or over \$2,000 for a child is considered taxable income, also called "imputed income." If coverage exceeds \$2,000 for a spouse or child, then the entire amount, either \$50,000 or \$10,000 is considered imputed income.

Because of these tax consequences, the increased benefit is not mandatory. You may elect to waive the increased life insurance by completing a Waiver and Release form. Because this is the only employer paid death benefit offered to our employees, it is very important that you consider this carefully before waiving the benefit. **If you decline the increased coverage, you are not allowed to opt back into the higher coverage at a later date.** If you experience a "qualifying event" such as marriage, birth of a child or divorce, or change of employer, you will have an opportunity at that time to opt back into the higher amount.

### 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 stepchild by marriage.
  - d. Enrolled full-time in an SECC school.
  - 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 on 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: EMT 01/1999; Education Board 01/1999 F-10 Board of Education Policies*

### Tuition Assistance For Children of Salaried Employees

Tuition assistance for children of full-time employees is provided based on the following provisions:

1. Assistance is provided for attendance in an SDA school or college for grades TK-16 and in some cases a fifth-year college program.
2. The student must be under the age of 26, unmarried, and is eligible to be claimed as a dependent on the employee's income tax return. (SECC has a higher age limit than the NAD.)
3. The student must be born to or adopted by the employee or a stepchild receiving more than 50% of support from the employee's family.
4. Assistance in the amount of 35% of tuition and fees (70% for boarding students) is provided. When the student attends a foreign Adventist high school or college, foreign as defined as outside the NAD, the education allowance will be computed at 70% of tuition, fees, room and board, charged by the school. (This amount shall not exceed 70% of tuition at La Sierra University or Monterey Bay Academy.)

## **PERSONNEL POLICIES & BENEFITS**

5. Assistance shall continue until an undergraduate course of studies is completed, or for a maximum of ten semesters or fifteen quarters of undergraduate studies.
6. Students who attend summer school sessions shall be eligible for tuition assistance. Such attendance shall not count against the maximum semesters or quarters allowed.

For the complete policy, see the Education Code F14-104.

# **FINANCIAL POLICIES**

## FINANCIAL POLICIES

### Earning Continuation in Case of Death

SECC follows the NAD working policy which applies to full-time employees only.

### Garnishments/Levies

Personal business affairs should be conducted in such a way that the Conference will not become involved. If court garnishments or IRS levies are received, the Conference will process the deductions through payroll.

### Payroll Deductions

Deductions from personal payroll checks for such things as credit unions, insurance, and tax-sheltered annuities may be made only for benefit eligible employees.

### Paydays

Paydays are set up on a bi-weekly basis. Paychecks are mailed or direct deposited every other Friday. Employees may sign up for direct deposit in the Human Resources or Payroll Department. A current schedule of paydays is available in the Human Resources Department.

#### **F12-112 Wage-Step Placement Schedule – Non-exempt Classified and Instructional Aides**

##### A. Wage-Step Placement Schedule

The following wage-step placement schedule applies to non-exempt classified employees and paraprofessionals who serve as instructional aides not required to have a teaching certificate and are paid on an hourly rate. Step increases may be determined by performance evaluation and approved by the local school board. [See Notes 1-8] See Section E21-116 for details regarding remuneration of non-exempt classified employees.

##### B. Notes

1. Refer to the cost-of-living remuneration factor adopted by the local conference executive committee to determine the hourly rate and monthly or annual remuneration for the applicable percentage on the accompanying Placement Schedule. The hourly rate is based on the 12-month salary scale.
2. The maximum rate for each step may be applied only to a competent, experienced employee. In the application of these rates, an administrator is advised not to exceed community hourly wage rates. The local conference board of education may grant authorization to a school to exceed the published rate when the community rate is higher for that category of employees and documentation is submitted on the community rate.
3. All hourly computations are based on 164.66 hours per month.
4. The allowances and benefits granted to non-exempt classified and related instructional personnel are listed in Section E21—116.
5. The instructional aides include such people who serve as attendance clerks, library assistant, teacher aide, registrar clerk.
6. A person certifies as a librarian, and employed in this capacity, may be paid on the teacher's salary scale at the appropriate level according to years of experience and certificate held.

## FINANCIAL POLICIES

7. A person employed as a registrar with appropriate experience and teaching certificate may be paid on the teacher's salary scale of the position requires the person to serve in a bona fide administrative capacity.
8. The categories of accountants listed below are sufficiently varied as to permit governing boards to exercise judgment as to the abilities of the employee and the requirements of the position. It is not anticipated that an organization will have employees filling all categories or any specific category. Some organizations may not require anyone on the accountant level if the assistant treasurer or assistant business manager is also caring for this responsibility.
  - a. **Accountant:** An accountant is one who applies principles of accounting to install and/or maintain operation of the total accounting system. The accountant is knowledgeable as to the reasons for, and the effect of, various accounting procedures. Typically, this individual will have a BA/BS degree in accounting or business management, or a CPA.
  - b. **Junior Assistant:** A junior accountant is one who has elementary knowledge of accounting principles and is able to apply it to limited areas of accounting procedures. This individual will normally have an AA degree in business or accounting, or a minimum of 25 semester hours in accounting and/or business management.
  - c. **Senior Accounting Clerk:** Perform similar duties as an accounting clerk but typically with minimal accounting or bookkeeping preparation such as an academy bookkeeping course or one semester in beginning accounting at the college/university level and/or five years of experience in similar work.
  - d. **Accounting Clerk:** An accounting clerk is one who performs a variety of routine calculating, posting, and typing duties to accomplish the accounting function. Typically, this person's educational background in the area is limited to on-the-job

**FINANCIAL POLICIES**

**PLACEMENT SCHEDULE**  
NON-EXEMPT CLASSIFIED AND INSTRUCTIONAL SUPPORT PERSONNEL

<b>CLASSIFICATION of EMPLOYEE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Accountants Accountant [Note 8a]	77%	80%	83%	86%	88%	91%
Accountant-Junior [Note 8b]	68%	71%	73%	76%	78%	81%
Accounting Clerk, Senior [Note 8c]	57%	61%	65%	69%	73%	77%
Accounting Clerk [Note 8d]	56%	59%	63%	67%	71%	76%
Information Technology Services Support Specialist	77%	80%	83%	86%	88%	91%
Bus Driver	49%	53%	57%	61%	65%	69%
Custodian Regular	49%	53%	57%	61%	65%	69%
Supervisor	56%	59%	63%	67%	71%	76%
Instructional Aides [Note 5]	45%	48%	51%	54%	56%	59%
Food Service Employee Regular	45%	48%	51%	54%	56%	59%
Supervisor	52%	55%	57%	60%	63%	65%
Grounds Regular	49%	53%	57%	61%	65%	69%
Supervisor	55%	59%	63%	67%	71%	75%
Industrial Employee	55%	59%	63%	67%	71%	75%
Maintenance Regular	49%	53%	57%	61%	65%	69%
Journeyman Level	60%	64%	68%	72%	75%	80%
Night Watchman	49%	53%	57%	61%	65%	69%
Secretary Regular	56%	59%	63%	67%	71%	76%
Administrative	58%	62%	66%	70%	74%	78%
Receptionist	52%	55%	59%	63%	67%	72%
Clerk Typist	45%	49%	53%	57%	61%	65%
Registrar	74%	77%	80%	83%	86%	89%
Librarian	74%	77%	80%	83%	86%	89%

**FINANCIAL POLICIES**

**F12-112 Salary-Step Placement Schedule – Elementary and Secondary Certificated Administrative Personnel and Salaried Classified Administrative Personnel [Revised – 04-2010]**

Position / Degree	Certificate	Year of Experience and Percentage Factor					
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup> or More
I. Principal	None or Conditional	77%	79%	79%	79%	79%	79%
	Standard				91%	93%	95%
	Professional				97%	99%	102%*
	Administrator				96%	100%	102%*
II. Other Certificated Administrations							
No Degree	Designated Subjects	68%	69%	70%	71%	72%	73%
Bachelors	None or Conditional	77%	79%	79%	79%	79%	79%
Bachelors	Designated Subjects	77%	80%	83%	86%	89%	93%
Bachelors	Basic	83%	85%	87%			
Bachelors	Standard				89%	92%	95%
5 <sup>th</sup> Year or 60 Qtr. Hours	None or Conditional	78%	80%	80%	80%	80%	80%
	Designated Subjects	78%	81%	84%	87%	90%	93%
	Basic	83%	85%	87%			
	Standard				89%	92%	95%
	Professional				95%	97%	102%*
	Masters	None or Conditional	77%	79%	79%	79%	79%
	Designated Subjects	83%	86%	89%	92%	95%	99%
	Basic	84%	86%	88%			
	Standard				90%	93%	95%
	Professional				96%	98%	102%*
	Administrator				97%	99%	102%*
	EdS, PhD, EhD	None or Conditional	77%	79%	79%	79%	79%
	Designated				92%	95%	99%
	Basic	85%	87%	89%			
	Standard				91%	93%	95%
	Professional				97%	99%	102%*
	Administrator				96%	100%	102%*
	III. Salaried Classified Administrators/Managers	68-80%	70-84%	72-88%	74-92%	77-96%	80-99%
	Professional Certificate/Preparation				96%	96%	102%

# ZONE 0

July 1, 2025 – June 30, 2026

## Classified Employees

<b>% of Remuneration</b>	<b>Hourly</b>	<b>% of Remuneration</b>	<b>Hourly</b>
50	17.29	76	26.26
51	17.63	77	26.62
52	17.97	78	26.96
53	18.32	79	27.30
54	18.67	80	27.64
55	19.01	81	28.00
56	19.36	82	28.34
57	19.70	83	28.68
58	20.05	84	29.03
59	20.39	85	29.38
60	20.74	86	29.72
61	21.08	87	30.07
62	21.43	88	30.42
63	21.78	89	30.76
64	22.12	90	31.11
65	22.46	91	31.45
66	22.82	92	31.80
67	23.16	93	32.14
68	23.50	94	32.49
69	23.86	95	32.83
70	24.20	96	33.18
71	24.54	97	33.53
72	24.88	98	33.87
73	25.24	99	34.21
74	25.58	100	34.57
75	25.92	102	35.25

## PERTINENT PHONE NUMBERS

<b>OFFICE OF EDUCATION – SECC</b>	<b>PACIFIC UNION CONFERENCE</b>																																																																																														
11330 Pierce St. Phone: 951-509-2307 (PO Box 79990) Fax: 951-509-2392 Riverside, CA 92505 (92513)	3686 Townsgate Road Phone: 805-413-7100 (PO Box 5005) Fax: 805-497-3828 Westlake Village, CA 91361																																																																																														
<b>Extensions can be reached directly by calling 951-209-2 + extension</b>	<b>Extensions can be reached directly by calling 805-413-7 + extension</b>																																																																																														
<table style="width: 100%; border: none;"> <tr><td>Datha Tickner</td><td style="text-align: right;">306</td></tr> <tr><td>Alison Jobson</td><td style="text-align: right;">318</td></tr> <tr><td>Oscar Olivarria</td><td style="text-align: right;">314</td></tr> <tr><td>Robert Smith</td><td style="text-align: right;">310</td></tr> <tr><td>Steve Zurek</td><td style="text-align: right;">315</td></tr> <tr><td>Monique Treviño</td><td style="text-align: right;">308</td></tr> <tr><td>Rabel Ortiz</td><td style="text-align: right;">319</td></tr> <tr><td>Kathi Christenson</td><td style="text-align: right;">311</td></tr> <tr><td>Cynthia Jaime</td><td style="text-align: right;">321</td></tr> <tr><td>Teri Vasquez</td><td style="text-align: right;">313</td></tr> </table>	Datha Tickner	306	Alison Jobson	318	Oscar Olivarria	314	Robert Smith	310	Steve Zurek	315	Monique Treviño	308	Rabel Ortiz	319	Kathi Christenson	311	Cynthia Jaime	321	Teri Vasquez	313	<table style="width: 100%; border: none;"> <tr><td>JP Willis</td><td style="text-align: right;">312</td></tr> <tr><td>Fernando Lista</td><td style="text-align: right;">306</td></tr> <tr><td>Julie Yamada</td><td style="text-align: right;">344</td></tr> <tr><td>Lynal Ingham</td><td style="text-align: right;">306</td></tr> <tr><td>Cherith Mundy</td><td style="text-align: right;">314</td></tr> <tr><td>Stacey Flores</td><td style="text-align: right;">306</td></tr> <tr><td>Kimberly Stubbert</td><td style="text-align: right;">316</td></tr> </table>	JP Willis	312	Fernando Lista	306	Julie Yamada	344	Lynal Ingham	306	Cherith Mundy	314	Stacey Flores	306	Kimberly Stubbert	316																																																												
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