

**POTOMAC CONFERENCE  
OF SEVENTH-DAY ADVENTISTS**

**WORKING POLICIES**

Potomac Conference of Seventh-day Adventists  
606 Greenville Avenue  
Staunton, VA 24401

## **STATEMENT OF PURPOSE**

The Potomac Conference of Seventh-day Adventists is an organizational unit of the worldwide Seventh-day Adventist church. Its congregations, schools and institutions serve the people of Virginia and the Greater Washington, D. C. area. It is committed to the proclamation of the everlasting Gospel in the context of the Three Angels' Messages.

The purpose of the conference resource office is to provide leadership, financial coordination, and trained consultants to assist each congregation, school and institution in its plans and activities for growth. It is to regularly evaluate the support its churches, schools and institutions in the achievement of their goals.

The conference is committed to fostering the bonds of unity and cooperation among all segments of its membership. This commitment stems from the conviction that each member is a brother or sister in Christ, entrusted with a spiritual gift to be used for enriching God's Church.

## **STATEMENT ON POLICY**

All policies described in this policy book are subject to modification or deletion at any time. The contents of this policy book do not represent a contract with employees of the Potomac Conference.

All employees of the Potomac Conference, except educational employees under contract, are employees at will. Written or verbal statements made to the employee are not to be interpreted in any way that alters the at-will relationship.

Disciplinary procedures in the policy book are advisory and not binding on the employer. These procedures may be adjusted or modified at the discretion of the employer.

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## **ACCIDENT INSURANCE**

Regular employees, who are employed at least one half time or more on a salaried basis or 20 hours per week or more on an hourly basis, can purchase accident insurance on a payroll deduction basis. Amounts from \$10,000 to \$500,000 are available. Details may be obtained upon request from the Conference Treasury Department.

For **full time employees**, the premium for this coverage will be paid by Potomac Conference on the first \$20,000 of coverage for the employee only. Dependent coverage and amounts over \$20,000 for the employee must be paid for by the employee.

**THIS COVERAGE IS AVAILABLE ONLY IF THE EMPLOYEE REQUESTS IT AND SIGNS AN APPLICATION FORM.**

## **ADOPTION EXPENSE ASSISTANCE (X25)**

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

Adoption expense assistance is FICA taxable.

## **AUTOMOBILE INSURANCE (X30)**

Full time employees eligible for additional automobile insurance assistance are the following:

- 1) Employees whose category maximum is 100 percent or more of the Remuneration Factor, excluding educational personnel K-16.
- 2) Conference assistant treasurers.
- 3) Conference assistant and associate department directors.
- 4) Ordained and unordained ministers.
- 5) Bible instructors.
- 6) Senior academy principals.

*Educational Personnel K-16* – Employees whose jobs require less frequent use of their automobile are not eligible for automobile insurance assistance. Nevertheless, for their protection and the denomination's protection when their automobile is used in the course of employment, it is recommended that they maintain the same minimum level of bodily injury liability protection as required for employees receiving automobile insurance assistance.

*Deductible* – Assistance (as calculated in 2. below) may be granted on annual automobile insurance expense that exceeds 16.5 percent of the current monthly Remuneration Factor (rounded to the nearest dollar). Proof of payment and minimum insurance limits as in 1. below are required.

1. The assistance shall be based on the cost of automobile insurance coverage on standard type automobiles as listed below:

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

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

At times an insurance agent will counsel the employee to carry coverages other than those above. **Only coverages as listed will be accepted** unless special circumstances warrant a change and then only upon approval of the conference treasurer.

The comprehensive and/or collision deductible, less \$50 will be reimbursed to the employee by Potomac Conference upon presentation of a paid bill for the deductible amount.

In case of an accident with the second automobile, the conference shares the cost of the deductibles for collision and comprehensive on the same basis as the first automobile.

**AUTOMOBILE INSURANCE, Continued**

If the driver of the automobile is unlicensed or a teenager who is not of the employee’s family, the entire deductible is the responsibility of the employee.

All vehicles owned by the employee must carry the liability limits as listed above.

- 2. The amount of the additional assistance is determined by applying the appropriate factor to the one auto premium or the average of the premium for two autos owned by the employee; excessive premiums over those typical of standard type cars shall not be considered.

Insurance Company Driving Record Surcharge Points	Allowance Factor One-Auto Owner	Allowance Factor Multi-Auto Owner
0 to 2	100%	160%
3	90%	144%
4 or more	75%	120%

The driving record surcharge points are defined as those points the insurance company applies to increase the premium because of the driving and/or accident record of the drivers of the employee’s automobiles.

Automobiles are defined as autos and do not include motorcycles, recreational vehicles, etc.

An unmarried denominational employee, if eligible, shall receive assistance on one automobile only. Married denominational employees, where both spouses are eligible for additional insurance, shall each receive assistance on one automobile only.

**POLICY IMPLEMENTATION**

The employee arranges for and pays for the insurance directly with the insurance agent.

The form supplied by the Potomac Conference treasury is to be filled in completely and signed by the insurance agent before requesting reimbursement **each time a premium is due.**

The completed insurance form should be sent to the conference treasurer’s office with the employee’s monthly report for reimbursement.

Reimbursement will be made on premiums reported within two years of the current date.

## **AUTOMOBILE LOANS**

When acquiring a new or better automobile, regular full time ministerial employees may request an automobile loan equivalent to one year's auto depreciation. This loan is also available for making major repairs to a worker's automobile.

Terms of the loan are as follows:

1. Interest is deducted in advance at the rate of 6% from the proceeds of the loan (12.77% per annum effective rate).
2. An amount equal to the monthly depreciation allowance will be payroll deducted until the loan is repaid, including interest.

A ministerial employee who requests the conference to keep his/her monthly auto depreciation in reserve may borrow an equivalent amount not to exceed one year's depreciation, interest free. Repayment of this type of loan is the same as Number 2 above.

Loan is due in full at time of separation of employment from the Potomac Conference.

## **BORROWING OF FUNDS FROM CHURCH MEMBERS (P27)**

Denominational organizations shall not solicit loans from church members except through Union Revolving Funds.

In unusual circumstances when unsolicited funds are offered to an organization by a church member as a loan for a specific project, the interest rate shall not exceed the rate paid on Revolving Fund notes in the respective Union territory. Proper budgetary provisions shall be made for their repayment.

Unsolicited funds may be accepted only if in compliance with state regulatory codes.

## **BUILDING/RENOVATING APPROPRIATIONS**

When a church or school qualifies for assistance from the conference, the amount of the appropriation will be:

1. \$5.00 per square foot for new churches, schools, and auditoriums. This is to be applied to enclosed areas only—not to basements. Assistance to be reduced by 10% of sale of existing church property.
2. Major remodeling/additions-10% of cost with \$10,000 maximum assistance. (Major remodeling/additions are those costing at least 10% of insured replacement values.)
3. Land Assistance for congregations who have never before owned property-20% of the purchase price with a maximum of \$20,000.
4. Assistance is based on availability of funds.
5. 50% payment of assistance will be made when the building is half completed. The remainder will be made upon completion.

Requests for appropriations should be directed to the conference treasurer's office.

## **CAMP MEETING ALLOWANCES**

Employees assigned to camp meeting duties receive an expense allowance as follows:

1. Mileage for up to one round trip from home to camp meeting.
2. An allowance when the employee attends full time without spouse and/or dependent children.
3. An allowance for the spouse and for each dependent child when in attendance full time.
4. If spouse and/or dependent children attend part time, the allowances will be pro-rated.
5. Accommodations will be furnished in either dormitory, motel unit, or trailer space. If more than one space is needed, the employee will pay the regular rental cost for the additional space.
6. All employees are expected to pay personal food expenses with no discount or reductions of the prevailing rates of the camp.
7. Employees who are asked to assist with the preparation of the camp or the clearing up afterwards are furnished room and meals at the camp for the days preceding camp meeting and following camp meeting, but not during camp meeting itself.

## **CHILD ABUSE REPORTING**

It is the purpose of this policy statement to give a clear mandate to all ministers and other church employees that they must report all child abuse or neglect (hereinafter referred to as "offenses") when the threshold factor as defined herein is determined. This policy is meant to serve as a clear directive in order to dissipate the ethical dilemma faced by those who must decide whether or not to report. The act of reporting under this policy is not an act of discretion but is rather a mandated duty.

WHEREAS, in all three jurisdictions encompassed in whole or in part by the Potomac Conference of Seventh-day Adventists, (hereinafter referred to as "Conference") those being the Commonwealth of Virginia, the State of Maryland, and the District of Columbia, it is the law that ministers are not required to report said offenses if the knowledge of such came to them in their professional capacity, and

WHEREAS, while ministers are not, under certain circumstances, required by law to report such offenses, yet they retain the right to do so at their discretion, and

WHEREAS, ministers or any others who report such offenses shall be immune from any civil or criminal liability in connection therewith so long as such persons acted in good faith and without malicious intent, and

WHEREAS, other conference employees such as educators or other persons employed by a kindergarten, nursery school or child care center are not exempt under current law from the duty to report such offenses, and

WHEREAS, the threshold factor in determining whether that duty has arisen is whether there is reason to suspect or believe that such offenses have taken place, and

WHEREAS, it is the legislative policy of the jurisdictions hereinbefore named to mandate reporting in order to protect children who have been subject to offenses, prevent further offenses, and preserve family life of the parents and children.

Now, THEREFORE, be it resolved that it is the policy of the conference to comply with the legislative policy expressed herein, and

THEREFORE, be it further resolved that it is now the policy of the conference that all employees shall report offenses and all employees of the conference are hereby instructed to do so, where there is reason to suspect or believe that such offenses have taken place. Reports shall be made to the appropriate governmental agency or law enforcement division as prescribed by the law of the jurisdiction in which alleged offenses have occurred. Any questions regarding the duty to report, confidentiality or conscience should be directed to one of the officers of the conference who may direct you to legal counsel.

## **CHURCH MEMBERSHIP AND EMPLOYEE STATUS**

The Seventh-day Adventist Church has accepted the commission given by Jesus Christ to His disciples to proclaim the Gospel to all the world. The Church employs many agencies to accomplish its spiritual task, but all of its several organizations have one central objective—the salvation of man. Because of this, every denominational employee should support and participate in the mission of the Church.

A spirit of sacrifice and dedication should mark God's workers irrespective of the position they hold or the department they represent. The work of the Church, including every denominational organization, is a mission to which lives are dedicated rather than a business or commercial venture. Each employee of the Potomac Conference of Seventh-day Adventists and its various institutions or organizations is to be a member of the Seventh-day Adventist Church in regular standing. Each employee should give evidence of a spirit of sacrifice by the dedication of time, talents, and energy to the cause of God and humanity.

It is expected that employees of the Potomac Conference will have their membership in a Potomac Conference church and pay their tithes and offerings to that church.

In addition, Potomac Conference employees are expected to fully support Adventist Christian Education.

## CHURCH NAME CHANGE

### Philosophy of the Seventh-day Adventist Name:

The name Seventh-day Adventist includes vital beliefs for us as a Church. 'Adventist' reflects our passionate conviction in the nearness of the soon return ('advent') of Jesus. 'Seventh-day' refers to the Biblical Sabbath which from Creation has always been the seventh day of the week, or Saturday.

The name *Seventh-day Adventist* also represents the Seventh-day Adventist Church, its institutions and organizations, its local churches and its members. The name and the logo are trademarked and registered identities.

It is because of this that the Potomac Conference presents the following process when a church is considering changing its name.

### Guidelines

- 1) The proposed name must reflect a clear association to the Seventh-day Adventist Church even if it is through a subscript as in the case of:  

**Riverside Community Church**  
A Seventh-day Adventist Church
- 2) The name Seventh-day Adventist must show on all church signage and letterhead.
- 3) A completed church name change application must be submitted to the office of the Vice President for Administration of the Potomac Conference.
- 4) The Administrative Committee will first review the request.
- 5) If approved by Adcom, it will be submitted to the Conference Executive Committee for their approval.
- 6) If approved by the Conference Executive Committee, the church will be notified so the local church through a business session approves the proposed name change.
- 7) The next step in this process will be for the local church to submit to the Vice President for Administration, a copy of the minutes showing the approved name change.
- 8) Once this is received, the Vice President for Administration will notify the Conference Clerk so the appropriate updates are implemented.

## **CHURCH PROPERTY – OWNERSHIP, SELLING AND RENTING**

Potomac Conference Corporation of Seventh-day Adventists is the legal holding body of all real property of the Potomac Conference of Seventh-day Adventists. All properties, such as churches, schools, camps, office buildings, parsonages, et cetera, are owned by the Corporation. The board of trustees of the Corporation must pass all legal actions pertaining to the purchase, trade, et cetera, of denominational properties.

When a congregation wishes to purchase, sell or rent a property, please contact the Potomac Conference Corporation treasurer in advance for assistance so that all necessary legal steps can be cared for properly. In order to protect the assets and other interests of the Conference and Corporation, only employees authorized by a limited power of attorney and officers authorized by said Corporation Bylaws may sign documents on behalf of the Potomac Conference of Seventh-day Adventists or Potomac Corporation of Seventh-day Adventists.

If denominational facilities are leased, rented, or loaned to non-denominational organizations, the user shall be required to provide a certificate evidencing general liability insurance and an additional insured endorsement naming the corporate entity holding the title to the facility as additionally named insured. In addition, the nondenominational organization shall sign an agreement holding the denominational owner harmless from any liability resulting from use of the facility. Insurance shall be from an insurer rated A Class VII or better from A. M. Best. Coverage shall remain in force for the duration of the usage.

## **CHURCH PROPERTY – PURCHASING AND/OR BUILDING**

These guidelines are to be followed when a congregation plans to build or purchase a property.

1. Careful study by the church board of the entire project, including need, desirability of property, and cost.  
  
Early in step one, the conference treasurer should be contacted to secure the evaluation of Potomac Partners for the purpose of evaluating the property and/or building under consideration. The conference committee will not approve any project where this evaluation has not been completed.  
  
The conference treasurer should also be contacted for help in developing a plan of finance to meet the requirements of the General Conference Borrowing of Funds policy.
2. Recommendation from the church board to the entire church in business session.
3. Vote by church to request authorization for conference to proceed in harmony with General Conference policy.
4. Church clerk to furnish the conference with a copy of the minutes, including the request to the Potomac Conference to purchase the property and/or approve the building program.
5. The church is to furnish the conference a confirmation that no asbestos-containing building materials will be used.

### **Basic Financial Plan Requirements:**

- A. Minimum of 50% of total project cost in hand and in the form of cash, readily convertible assets, and paid-for land, etc., Potomac Conference appropriations can be include din this amount. Please see Policy P-4 for Potomac Partners funding guidelines.
- B. The amount to be borrowed must be covered by adequate pledges so that the borrowed funds, plus interest, can be repaid over a maximum ten (10) year period of time.
- C. The amount of borrowing is limited by the lesser of : two(2) times the latest annual tithe or one-half the cost of the project.

**CHURCH PROPERTY – PURCHASING AND/OR BUILDING, Continued**

- D. Building and financial plans for church and institutional projects shall be submitted for approval according to the following plan (amount exclusive of land):

Project Cost:

Exceeding \$100,000	Local Conference Committee
Exceeding \$500,000	Local Conference & Union Conference
Exceeding \$1,000,000	Local Conference, Union Conference & NAD

The time period for obtaining the above approvals varies with how many of the organizations must approve the project. Two or three months are required when all three approvals are needed.

- E. All independent contractors shall be required to maintain a minimum of \$1,000,000 limits of liability and shall provide evidence of coverage prior to commencement of construction on any denominational property. The General Conference of Seventh-day Adventists and affiliated organizations shall be named as additional insured under contractor's policy. Also all contracts shall contains a hold-harmless clause in favor of the General Conference of Seventh-day Adventists and affiliated organizations.
- F. All independent construction contractors shall be required to carry Workers' Compensation Insurance and to file proof of such coverage prior to commencement of the construction on any denominational property.

## **CHURCH RECORDS STORAGE AND PRESERVATION (B60)**

The Potomac Conference strongly recommends to each local church that appropriate and adequate storage facilities be made available for the church treasurer's records and supplies.

For churches owning their own buildings it is recommended that storage facilities be provided for the treasurer that may be kept under lock and key, available only to the current treasurer and the pastor.

For church organizations not owning their own property, the treasurer should be provided a cabinet which can be kept locked at all times.

In all cases, the cabinet should be of fire-resistive construction. Space should also be available for the records of the church clerk, but they need not be kept under lock and key as are the treasurer's records. However, the records of the church clerk are very important and should be permanently preserved from the date of organization.

The following records should be retained according to the schedule listed:

Receipts	Six Years
Canceled Checks	Seven Years
Invoices/Vouchers	Six Years
Tithe Envelopes	Two Years
Receipt and Disbursement	
Journals/Churches	Permanently
Clerk's Record Book	Permanently
Legal Documents	Permanently
Minutes of Meetings	Permanently
Payroll Records (W-4's)	Permanently
Property/Equipment Records	Permanently

## **COMMISSIONED MINISTER IN LEADERSHIP POSITION (L 22)**

**Requirements** – A person who has demonstrated a divine call to ministry and is elected or appointed to a leadership position is recognized as a commissioned minister when all of the following requirements have been satisfied:

1. Completion of a Bachelor of Arts degree with a major in Bible or religion; or a minimum of three years of full time employment in one of the ministries of the Seventh-day Adventist Church.
2. Recipient of a commissioned minister license or credential.
3. Elected to serve in a position of spiritual leadership normally held by a minister.
4. Elected and currently serving as a local elder with three years of prior serve in that capacity, or serving in an evangelistic or pastoral capacity.
5. Ordained as a local elder.

**Authorized Ministerial Functions** – A commissioned minister in leadership position is authorized by the conference to perform substantially all the functions of the ordained minister within the territory of the organization he/she serves. The functions that are **excluded** are those listed in the Church Manual as follows:

- Organizing of a church
- Uniting churches
- Ordaining local elders and deacons

**Annual Review** – A licensed commissioned minister's leadership progress, professional development and spiritual growth will be reviewed annually by the conference where the individual serves in a leadership position.

**Authorization Withdrawn** – The authorization to serve as a commissioned minister and to perform substantially all the functions of an ordained minister may be withdrawn by the conference where the individual serves in a leadership position.

**Commissioned Minister Credential** – A licensed commissioned minister is ordinarily granted a commissioned minister credential after five years of denominational service.

**Commissioned as Pastors and Evangelists** – The primary task of a commissioned minister is pastoring and preaching of the Word. It should therefore be understood by those accepting commissioning and who are engaged in specialized ministries such as administration, teaching, and departmental leadership, that they may be reassigned by the Church at its option to pastoral or evangelistic duties.

## **COMMISSIONED MINISTERS IN PASTORAL POSITIONS – ROLE AND STATUS (L 21)**

**Requirements** – An employee in pastoral positions is recognized as a commissioned minister when all the following prerequisites have been satisfied:

1. Completion of the Bachelor of Arts degree with a major in Bible or religion plus nine quarters in the Seventh-day Adventists Theological Seminary, or two years of employment in ministerial or pastoral work, or a total of two years of seminary training and employment in ministerial or pastor work. Until this prerequisite has been met, the person will receive a missionary license.
2. Recipient of a commissioned minister license.
3. Appointment by the conference to a ministerial or pastoral responsibility.
4. Election as a church elder in the church, or named in the company to which he/she is assigned.
5. Ordained as a local elder.

**Authorized Ministerial Functions** – A commissioned minister is authorized by the conference to perform substantially all the religious functions within the scope of the tenets and practices of the Seventh-day Adventist Church for the members in the church or churches to which the minister is assigned and elected as a church elder. A commissioned minister who serves as an institutional chaplain, and is ordained as a church elder, may also perform these functions for persons served by the institutions. The functions that are excluded are those listed in the Church Manual as follows:

Organizing of a church  
Uniting churches  
Ordaining local elders and deacons

A commissioned minister may perform wedding ceremonies or baptisms outside of his/her pastoral district if authorized to do so by the conference president. If the ceremony is to be conducted in the territory of another conference, it will require the approval of both conference presidents.

**Annual Review** – The leadership progress, professional development and spiritual growth of a commissioned minister will be reviewed annually by the conference.

**Authorization Withdrawn** – A commissioned minister's authorization to serve as a ministerial employee may be withdrawn by the conference.

**Commissioned Minister Credential** – A licensed commissioned minister is ordinarily granted a commissioned minister credential after five years of denominational service.

## CONCILIATION AND DISPUTE RESOLUTION PROCEDURES (B90)

**Purpose** – The Conciliation and Dispute Resolution Procedures were developed to provide a method whereby the Church may resolve disputes between church members, individual lay members and various church leaders, employees and church employers, church organizations (service organizations, departments, associations, etc) and/or between conferences and institutions.

The role of the Seventh-day Adventist Church in resolving disputes among its members has a long historical tradition. These procedures were prompted by a doctrinal concern based on the Bible and counsel given to the Church by Ellen G. White. The Conciliation and Dispute Resolution process is designed to be neutral, impartial and independent.

**Church Policy** – The Conciliation and Dispute Resolution Procedures are subject to the policies recorded in the Seventh-day Adventist *Church Manual* and the General Conference and North American Division *Working Policy*. Before applying the following procedures, all parties involved in the resolution of a dispute should read “Safeguarding the Unity of the Church” in the current edition of the *Church Manual*.

**Binding Arbitration** – The method that is available to the Church (local church, local conference, union, and division) for resolving disputes in ways that lead to reconciliation. It is a quasi-legal procedure in which the parties in dispute meet voluntarily in the presence of one or more arbitrators for a hearing. The verdict of the arbitrator(s) is binding upon all parties.

Binding arbitration is not to be entered into without prior efforts to negotiate or mediate the dispute. It must be evident that these steps, as listed below, have been taken before a request for binding arbitration is- approved:

1. *Informal Negotiation* – The parties in dispute must voluntarily meet with one another in order to resolve their differences and become reconciled (Matthew 18:15). A pastor or other spiritual counselors may prompt the parties to meet for this purpose.

Adequate time for spiritual preparation should be allowed in order for the Holy Spirit to work in the hearts of the parties in dispute. The disputing parties must begin the conciliation and dispute resolution process with informal negotiation.

2. *Mediation* – If the informal negotiation does not suffice, the parties in dispute must voluntarily meet together with one or more mediators. The mediator(s) serve(s) as facilitator(s) to guide the negotiation as the parties seek to agree and become reconciled (Matthew 18:16).

Before the process of binding arbitration can begin, all pending lawsuits related to the dispute must be dismissed, and/or the parties involved must sign an agreement not to institute a lawsuit or administrative charge against each other.

## CONCILIATION AND DISPUTE RESOLUTION PROCEDURES (B90)

### Cont'd

**Exemptions** - The Conciliation and Dispute Resolution Procedures may not apply in situations which are deemed to be outside the jurisdiction of the Church or for which the Church agrees that it has no adequate process for orderly settlement. Examples of cases that are not covered by these procedures may include but are not limited to:

1. Settlement of insurance or self-insurance claims.
2. Issuance of decrees affecting the boundaries and ownership of real property.
3. Marital differences.
4. Awarding of custody of minor children.
5. Deciding matters involving the administration of estates.
6. Debt collection matters.
7. Individual disputes with any branch of civil government or law enforcement agencies.
8. Specific theological questions.
9. Questions regarding the transfer of reinstatement of membership.\*
10. Church elections.

\*Covered by policies in the Seventh-day Adventist *Church Manual*.

**Jurisdiction** – It is the expectation of the North American Division that all grievances be resolved at the level where they arose. An in-house procedure that is equitable for all parties concerned, and which includes informal negotiation and mediation as essential first steps to resolution and reconciliation, should be used to settle the dispute.

If an in-house procedure fails to bring about resolution and reconciliation, either the grievant or the organization may request binding arbitration using the North American Division Conciliation and Dispute Resolution Procedures. The higher authority over the territory where a dispute arises has jurisdiction in the resolution of the conflict when the Conciliation and Dispute Resolution Procedures are used. Requests are to be carefully reviewed by the higher body and approved in situations where to do so is in the best interests of the party(ies) concerned. In disputes involving members of different churches, and employees of different conferences, unions, and institutions, jurisdiction is with the next higher level of the church/conference/institution of the member/employee whom the claim is against. The arbitration initiation form and agreement, the binding arbitration protocol statement, and the confidentiality agreement referred to in this section are made available to the administrators of this process by the North American Division Office of Human Relations.

1. Local Church Disputes – The local church has jurisdiction in disputes between its lay members. Disputes that affect the employment of members hired by the conference, the conference institution, or the division to serve the local church are in the jurisdiction of the hiring body.
2. Local Conference Disputes – The local conference has jurisdiction in disputes between:
  - a. Local conference employees and/or employees of local conference institutions or churches.
  - b. Local conference employees and the congregation.
  - c. Conference institution employees and the institution.
  - d. Lay members and the local conference.

## CONCILIATION AND DISPUTE RESOLUTION PROCEDURES (B90)

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- e. Local church employees, local conference employees, local conference institution employees and the local conference.
  - f. Local conference churches, organizations, and/or institutions.
  - g. Congregation splits within the conference.
3. Union Conference Disputes – The union conference has jurisdiction in disputes between:
- a. Intra-union conference employees (includes employees of local conference churches, organizations, and institutions) and/or union employees.
  - b. Local conference employees and the conference.
  - c. Union institution employees and the institution.
  - d. Lay members or local churches and the union conference.
  - e. Local conference employees, conference institutional employees, union conference institution employees, and the union conference.
  - f. Intra-union organizations, union institutions, and/or local conferences within the union.

**Initiation process** – The following steps must be taken to initiate the Conciliation and Dispute Resolution Procedures at all levels of the North American Division.

1. Local Church – to initiate the procedures at the local church level, the grievant(s) shall make a written request for binding arbitration to the local church pastor or church board. Normally, within 15 working days of the receipt of the request, the pastor or church board shall respond to the grievant(s) with a written acknowledgement and statement as to how and when the request will be processed. Arbitration forms shall be enclosed for the grievant(s) to complete and return to the pastor or board as soon as possible.

2. Local Conference – To initiate the procedures at the local conference level the grievant(s) shall make a written request for an arbitration hearing to the secretary-human resources director of the local conference. Normally, within 165 working days of the receipt of the request, the conference secretary/human resources director shall respond to the party making the request with a written acknowledgement and statement as to how and when the request will be processed. Arbitration forms shall be enclosed for the grievant(s) to complete and return to the conference secretary/human resources director as soon as possible. These include the conciliation and dispute spiritual preparation study, the binding arbitration protocol statement, and the confidentiality agreement statement. After the arbitration initiation forms have been signed and returned, the following steps shall be taken by the local conference secretary:

- a. Present the request and arbitration initiation forms to the local conference administrative committee (or other appropriate body) for action.
- b. Notify the grievant of the decision of the conference. If that decision is for binding arbitration, in communication with the grievant, set the date, time, and place for the hearing; and select the arbitrator(s) and observer(s). The arbitrator(s) and observer(s) must be approved by parties in the dispute.

## **CONCILIATION AND DISPUTE RESOLUTION PROCEDURES (B90)**

### **Cont'd**

- c. Furnish the arbitrator(s) and observer(s) a copy of the arbitration initiation agreement signed by the parties in dispute within ten (10) working days prior to the arbitration hearing date. The information contained in the agreement shall include time, place, and date of hearing; complaints and charges of the defense; issues to be discussed; positions taken relative to the issues; documents of evidence, proof, or verification; names of invited witnesses; and nature of the settlement requested.

**Institutions** – Educational and other institutions affiliated with the local and union conferences and the division are expected to have established grievance procedures that are designed to address disputes between its employees. When an in-house grievance process has failed to bring about resolution, the grievant or the administration of the institution may request a binding arbitration hearing to be administered by the next higher body. The acceptance or rejection of this request is left to the discretion of the administration at the next higher level.

**The Arbitration Panel** – The credibility of the arbitration panel in the eyes of the parties in dispute is of utmost importance. The panel should be perceived by the parties in dispute to be neutral, impartial and independent.

An arbitration hearing may be conducted by either one of three persons, including the moderator; however, in either case, the parties in dispute must agree on the person(s) as well as the number of persons appointed to serve.

On the local church level, the arbitrator(s) as well as the moderator of the arbitration panel are appointed by the church board after they have been agreed upon by all parties in the dispute.

On the local conference, union conference, and division levels, the arbitration panel as well as the moderator are appointed by the secretary/human resources director of these organizations after they have been agreed upon by all parties in dispute.

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

**Legal Representation** – The Conciliation and Dispute Resolution Procedures are designed to be an alternative process to the court system. Where legal representatives are present. Since the intent is to engage in a process that is semiformal, flexible and non-legalistic, it is therefore recommended that:

1. Legal representation be discouraged unless the attorneys are present to provide expert counsel on specific legal matters. All parties must agree on both the attendance and personnel involved.
2. Peer representation be permitted if both the attendance and personnel are agreed upon by all parties in the dispute.

## **CONCILIATION AND DISPUTE RESOLUTION PROCEDURES (B90)**

### **Cont'd**

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

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

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

**Transcripts and Recordings** - Formal transcriptions or electronic recordings are permissible in arbitration hearings.

**Duration of an Arbitration Hearing** – An arbitration hearing should normally consume one day or less.

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

1. The parties in dispute are to pay all of the travel expenses (transportation, per diem, lodging) for themselves and the witnesses they invite.
2. The parties in dispute are to pay on a 50-50 basis the travel expenses of any lay person or retired former church employee who serves as an arbitrator.
3. The local or union conference is to pay the travel and lodging expenses for their employees who serve as arbitrators and observers.
4. When a local conference employee is asked to serve as an arbitrator or an observer in another local conference, the inviting conference pays the travel and lodging expenses.
5. Incidental expenses incurred by private moderators and arbitrators such as secretarial help, telephone calls, postage, etc., are to be paid by the local church, the local conference, or the union conference that appointed them.

**Follow-up** – After-the-fact details are to be cared for by a person(s) assigned the responsibility by the local church or the conference. These include:

1. Filing of any materials generated by the arbitration hearing, with the secretary of the conference or institution that had original jurisdiction.
2. Healing relationships hurt by the dispute.
3. Effectuating and monitoring the settlement.
4. Filing annual reports of union and division arbitration hearings with the North American Division associate secretary/director of the Office of Human Resources. (See NAD B 90).

## **CONFERENCE CHURCH**

Although conference officers are the officers of the Conference Church, they hold their membership in the church in the locality in which they reside. The Conference Church is not intended to provide a church home for any conference employee. Ministers and other employees should unite with the local church in the community in which they reside.

When a company of believers is organized, the membership of those individuals is kept in the Conference Church until such time as the company is organized into a church. In such cases, all membership changes are approved by the conference committee.

An organized company is provided with regular treasurer's records and supplies, and moneys are transmitted to the conference on the same basis as organized churches.

Aged, infirm, or isolated members should be members of a local church. It is the duty and responsibility of the local church to minister to such members. Such members should not be transferred to the Conference Church, which is not designed to function in place of the local church.

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

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

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

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

**Individuals Included Under this Policy** – All trustees, officers, executive committee/board members, employees and volunteers of denominational organizations shall be subject to this policy.

**Conditions Constituting Conflict** – A trustee, officer, executive committee/board member, employee, or volunteer has a duty to be free from the influence of any conflicting interest or commitment when serving the organization or representing it in negotiations or dealings with third parties. Both while on and off the job an employee is expected to protect the best interests of the employing organization. The following list, though not exhaustive, describes circumstances and conditions that illustrate conflict of interest or commitment.

1. Engaging in outside business or employment that encroaches on the denominational organization's call for the full services of its employees even though there may be no other conflict.
2. Engaging in business or employment that is in any way competitive or in conflict with any transaction, activity, policy, or objective of the organization.
3. Engaging in any business with or employment by an employer who is a supplier of goods or services to any denominational organization.
4. Making use of the fact of employment by the denominational organization to further outside business or employment, associating the denominational organization or its prestige with an outside business or employment, or using one's connection to the denomination to further personal or partisan political interests.
5. Owning or leasing any property with knowledge that the denominational organization has an active or potential interest therein.

## **CONFLICT OF INTEREST AND/OR COMMITMENT, Cont'd**

6. Lending money to or borrowing money from any third party, excluding financial institutions, who is a supplier of goods or services or lending/borrowing from a trustor or anyone who is in fiduciary relationship to the denominational organization or is otherwise regularly involved in business transactions with the denominational organization.
7. Accepting or offering any gratuity, favor, benefit, or gift of greater than nominal value or of any commission or payment of any sort in connection with work for the denominational organization other than the compensation agreed upon between the denominational organization and/or the employer and the employee.
8. Making use of disseminating, including by electronic means, any confidential information acquired through employment by the denominational organization for personal profit or advantage, directly or indirectly.
9. Using denominational personnel, property, equipment, supplies, or goodwill for other than approved activities, programs, and purposes.
10. Expending unreasonable time, during normal business hours for personal affairs or for other organizations, to the detriment of work performance for the denomination.
11. Using one's connections within the organization to secure favors for one's family or relatives.

### **Statement of Acceptance –**

- 1) By Employees – at the time of initial employment and employee shall sign a statement indicating acceptance of the conditions of employment as outlined in this policy. This acceptance shall constitute the employee's declaration of compliance and resolve to remain in compliance with the conflict of interest and/or commitment policy. The employer, at their discretion, shall provide employees with a copy of The Conflict of Interest and/or Commitment policy and shall inform employees regarding the duty to disclose potential conflicts of interest and/or commitment.
- 2) By Administrators, Department Directors and Trustees – The chief administrator, or designee, of the organization concerned shall receive annually a statement acceptance and compliance with the policy on conflict of interest and/or commitment from each administrator, department director, member of the board/executive committee, and any other person authorized to handle resources of the organization. Submission of the statement by persons identified above shall constitute a declaration of compliance with the policy and shall place the individual under obligation to disclose potential conflicts of interest and/or commitment that may arise during the ensuing year.

### **Sanctions for Noncompliance –** Noncompliance includes failure to:

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

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

**Statement of Acceptance –** Following is the Conflict of Interest and/or Commitment Statement for Potomac Conference.

**CONFLICT OF INTEREST AND/OR COMMITMENT STATEMENT  
POTOMAC CONFERENCE OF SEVENTH-DAY ADVENTISTS**

This declaration applies, to the best of my knowledge, to all members of my immediate family (spouse, children, parents) and its provisions shall protect any organization affiliated with or subsidiary to the Potomac Conference. In the event facts change in the future that ay create a potential conflict of interest, I agree to notify the Potomac Conference in writing.

- 1) I have read the policy on Conflict of Interest and/or Commitment.
- 2) I am in compliance with my employer's policy on Conflict of Interest and/or Commitment as printed above.
3. Except as disclosed below:
  - a. Neither I nor my family have a financial interest or business relationship which competes with or conflicts with the interests of the Potomac Conference.
  - b. Neither I nor my family have a financial interest in nor am or have been an employee, officer, director, or trustee of, nor receive/have received financial benefits either directly or indirectly from any enterprise (excluding less than five percent (5%) ownership in any entity with publicly traded securities) which is or has been doing business with or is a competitor of the Potomac Conference.
  - c. Neither I nor my family receive/received any payments or gifts (other than of token value) from other denominational entities, suppliers, or agencies doing business with the Potomac Conference.
  - d. Neither I nor my family serve/have served as an officer, director, trustee, or agency of any organization affiliated with or subsidiary to the Potomac Conference in any decision-making process involving financial or legal interests, adverse to Potomac Conference.

DISCLOSURES:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

NAME	POSITION/TITLE	DATE
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## **CONTINUING EDUCATION**

There are a wide variety of options for continuing education. This policy covers the most commonly requested. For options not covered under this policy, consult Conference Administration. Requests for continuing education are to be approved in advance as follows:

1. All requests are to be submitted to Vice President for Administration.
2. If the request is not covered by this statement of policy, it will need to have the approval of the Potomac Conference Administrative Committee.

### **A. Continuing Education:**

The Potomac Conference provides full time exempt ministerial employees and office staff with a "Continuing Education Bank" that will start accruing on a monthly basis at the beginning of employment. The balance in the employee's bank will be indicated on the payroll stub. This bank may be used for any type of approved continuing education event the employee chooses, and can be accessed on a year-by-year basis or accumulated over a period of time for use on events such as an overseas sabbatical.

#### **Guidelines:**

1. Forty dollars (\$40) will be placed into the employee's bank each month. (Lower amounts may be determined by ADCOM for certain categories of employees.)
2. Funds may be used beyond those accumulated as long as they can be recovered by year-end.
3. If the employee leaves the conference, any "borrowed" funds must be repaid.
4. Once an employee has determined to leave the conference, the bank cannot be accessed.
5. Accumulated funds will not be paid out upon termination.
6. The funds in the bank are to cover 100% of the costs of the event, including all per diems and travel expense.
7. The conference encourages participation by a local church to provide matching funds for more expensive events.
8. Prior approval will need to be obtained from ADCOM for all events the employee may wish to attend. Events that require more than 1 week away from work should be requested at least 2 months in advance.
9. A report form must be completed for all events. This form, along with receipts for tuition, travel, food and lodging must be submitted before funds will be released.
10. For overseas or higher-cost events, an employee may request an advance from his/her bank which will be treated as any other payroll advance until such a time as receipts are submitted for reimbursement.
11. This policy does not apply to required events.

## **CONTINUING EDUCATION, Cont'd**

### **B. Masters in Pastoral Ministry**

The Master of Arts in Pastoral Ministry degree program offers professional training to pastors who are 35 years old or older. Andrews University Seminary provides the major part of this training at off-campus centers in North America. In our union, classes are conveniently offered at Washington Adventist University (WAU), 7600 Flower Avenue, Takoma Park, MD. This degree is not a substitute for the MDiv degree, it is basic training for Adventist ministry. To earn a Masters in Pastoral Ministry degree requires 48 credit hours. This takes most pastors about two years to complete.

Please let the Vice President of Administration know that you are interested in this educational program and he will take your name to ADCOM for approval. Then pastors may apply directly through Andrews University. There is no limit regarding how many pastors can be in this program at any given time.

Potomac Conference pays a flat rate each year towards tuition to Andrews University. The rest of the costs are the responsibility of the pastor. Specific costs to the pastor are for books, travel, housing and food. Accrued Continuing Education funds may be applied toward these expenses.

Pastors in this program must fill-out the conference travel form letting administration know when you are out of your districts. This education time is not counted against your 18 days of ministry outside of the conference each year.

### **C. Doctor of Ministry**

#### **Prerequisites:**

1. Completed six years of service following the M.Div degree (or B.A. in Religion if pastor did not attend seminary) before ADCOM will consider approval for officially entering advanced degree program. Classes can be taken toward the D.Min degree (up to 18 hours) before formally entering the program.
2. Show high levels of professional skill in the following areas:
  - a. Administration
  - b. Promotion of total church program
  - c. Preaching
  - d. Soul winning
  - e. Pastoral Leadership
3. The candidate must maintain a high level of pastoral competency and leadership through the duration of the academic program to remain in the program. This will include full attendance at called workers meetings and camp meetings.
4. Funding for advanced degrees will be limited to 15 employees.
5. The Vice President for Administration must be notified in writing at least 6 months prior to candidate entering an advanced degree program.
6. The local church board must vote approval for candidate to enter advanced degree program. A copy of the church board voted action must accompany the advanced degree application.

## CONTINUING EDUCATION, Cont'd

### Financial Provisions:

- a. **Tuition and Registration Fees**
  - 40% Potomac Conference
  - 40% Columbia Union (according to policy)
  - 20% Employee – the employee may use their continuing education bank to pay their portion
- b. **Room, board, travel, and books** – It is the responsibility of the employee to care for these expenses. The continuing education bank may be used to cover these expenses. Reimbursement will be made by receipts.
- c. **Amortization** – The Potomac Conference (40%) portion will be amortized over a period of four years following the issuance of the degree. If the pastor leaves employment during the first two years, Potomac Conference will be due 100% reimbursement, 50% reimbursement between the third and fourth years, and 25% reimbursement during the fourth year. The reimbursement will be the responsibility of the employee unless written acknowledgement of reimbursement is received from the calling organization.

**Advanced Degree Application Form  
Potomac Conference of Seventh-day Adventists**

1. Date \_\_\_\_\_
2. Name \_\_\_\_\_
3. Church/District Name \_\_\_\_\_
4. Years in present church or district \_\_\_\_\_
5. Years of service since completing your MDIV or BA in Religion \_\_\_\_\_
6. What seminary/university are you planning to attend? \_\_\_\_\_
7. When do you plan on starting the program? \_\_\_\_\_
8. What will be your study focus?  
\_\_\_\_\_
9. When do you plan on finishing this program? \_\_\_\_\_

**Reminder:**

- A. Being in an advanced degree program does not excuse you from attending camp meeting or workers meetings.
- B. Funding for advanced degrees will be limited to 15 employees.
- C. Candidates must maintain a high level of pastoral competency and leadership through the duration of the academic program to remain in the program.
- D. This application must be submitted six months prior to the start of your program. Please send it to the Vice President of Administration.
- E. Please attach a copy of your local church board minutes stating their approval of your advanced degree.

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Signature

Date

## **COUNSELING SERVICE FOR EMPLOYEES**

Professional counseling is sometimes beneficial for an employee and/or the immediate family. Financial assistance for therapy/counseling is provided for full time pastors, teachers, and conference paid employees (excludes Courtesy Payroll employees) through the Health Care Benefits Program managed by the Potomac Conference.

Counseling services are also available through the *Ministry Care Line*, a service of the Kettering Clergy Care Center. Confidential phone consultations with Christian mental health professionals are available as follows:

Monday-Thursday 2pm-5pm; 8pm-11pm  
Friday 2pm-5pm

The toll free number for Clergy Care Center is: 1-800-767-8837.

## **CREDENTIALS AND LICENSES (D05) (D10)**

Credentials/licenses shall be issued only to full-time denominational employees. These employees also shall be those under the supervision of conferences/missions or denominationally-owned institutions. They shall expire when denominational employment is terminated.

### **Ministerial Employees – Ordained, Commissioned and Licensed**

1. ***Ministerial Credential (ORM [Ordained/Commissioned])*** – To ministerial employees who have demonstrated a divine call to ministry and have been previously classified as licensed ministers and ordained/commissioned to the ministry. An ordained/commissioned minister is authorized to perform authorized ministerial functions of the Church.
2. ***Ministerial License (LIM)*** – To ministerial employees who have demonstrated a divine call to ministry which is recognized by a conference with an assignment as a spiritual leader, pastor, chaplain, or evangelist. Such employees must have been ordained as a local elder, and are authorized to perform substantially all the tenets and practices of the Seventh-day Adventist Church in the territory of the assigned organization. A licensed minister is on the path toward ordination.
3. ***Commissioned Minister Credential (CCM)*** – To ministerial employees who have demonstrated a divine call to ministry and have been previously classified as a licensed commissioned minister, in which capacity he/she has served for at least five years. (See L-3) In addition, individuals who have demonstrated a divine call to ministry and whose spiritual leadership is acknowledged by election or appointment to serve in full time spiritual leadership positions (administrative, department, and institutional) normally occupied by an ordained minister prior to the adoption of this policy are also eligible to receive Commissioned Minister Credentials. (See L-5)

Commissioned ministers are authorized to perform substantially all the religious functions within the scope of the tenets and practices of the Seventh-day Adventist Church in the territory of the assigned organization, institution, or congregation.

1. An appropriate commissioning service shall be conducted when an employee is granted a Commissioned Minister Credential.
2. It is not the normal practice to ordain an individual holding a Commissioned Minister Credential.
4. ***Commissioned Minister License (LCM)*** - To ministerial employees who have demonstrated a divine call to ministry which is recognized by a conference with an assignment as a pastor, institutional chaplain or commissioned minister in a leadership position. Such employees must be ordained and must currently serve as a local elder and are authorized to perform substantially all the religious functions within the scope of the tenets and practices of the Seventh-day Adventist Church in the assigned institution or congregation. Commissioned ministers holding a license are not normally on the path toward ordination to the ministry.

## **CREDENTIALS AND LICENSES (D 05) (D 10), Cont'd**

### **Non-Ministerial Employees**

1. ***Missionary Credential (CMS)*** – To employees with significant experience in denominational service, usually not less than five years, who demonstrate proficiency in the responsibilities assigned to them and whose remuneration is at approximately the maximum for their category in the denominational wage scale. These will include regularly employed field, medical, educational and office employees; and career literature evangelists.
2. ***Missionary License (LMS)*** – To employees with limited experience (less than five years) including regularly employed field, medical, educational, institutional and office employees.

### **Teachers**

1. ***Commissioned Ministry of Teaching Credential (CCT)*** – To teachers and other professional educators with a life-long commitment to and significant experience in the Seventh-day Adventist system of education, usually not fewer than six years, with demonstrated proficiency in assigned responsibilities. Such teachers and other professional educators will also exhibit a keen sense of Christian responsibility for nurturing and leading souls to Christ, for consistently upholding Christ as the focal point of all curriculum and instruction, and for demonstrating positive interpersonal relationships, thus providing an environment of social, spiritual, and emotional stability.
2. ***Commissioned Ministry of Teaching License (LCT)*** – To licensed/certified teachers/educators with not fewer than three years of satisfactory service who have demonstrated a commitment to long-term service in the Seventh-day Adventist system of education, who support the fundamental beliefs of the Church, and whose lifestyle is consistent with acceptable Adventist Christian behavior.
3. ***Ministry of Teaching License (LMT)*** – To entry level teachers or teachers initiating their work into the Seventh-day Adventist education system. This is a provisional stratus for all newly employed teachers.

### **Other Employees**

1. ***Employment Certificate – Denominational Employees*** – Issued by the employing organization or institution rather than the committee usually issuing credentials and licenses to all employees not holding credentials or licenses from a denominational organization.
2. ***Employment Certificate – Nondenominational Employees*** – Shall also be issued in the same way by the employing organization or institution to employees who are not members of the Seventh-day Adventist Church.

## **CREDENTIALS AND LICENSES (D 05) (D 10) Cont'd**

**To Employees** – Credentials/licenses shall be issued only to full time denominational employees and to those under the supervision of conferences/missions or denominationally-owned institutions. They shall expire when denominational employment is terminated. In special cases a credential/license may be issued to a non-employed individual while service the Church under the supervision of a denominational organization.

**Change of Employment – Ministers** – When an ordained, licensed or commissioned minister changes his/her denominational employment to work other than that for which a ministerial credential/license is ordinarily issued, his/her credential/license shall cease to be valid except in those cases where the employing organization recommends, and the next higher organization approves, the continuing of the ministerial credential/license. When an individual is extended a call under the above circumstances, he/she shall be informed as to his/her relationship in this matter.

**Withdrawing Credentials** – Any organization with authority to issue credential and licenses have the power to withdraw the papers it has granted, in harmony with the constitutional provisions of the organization concerned.

## **DAY CARE AND CHILD CARE**

Churches and schools operating child day care and schools operating before and after-school child care programs shall do the following:

1. Comply with the state law for licensed child care centers serving school age children.
2. Make application and meet the requirements for religious exemption status.

Schools operating pre-kindergarten programs shall do one of the following:

1. Meet the minimum standards for licensed child care centers serving children of preschool age or younger.
2. Meet the applicable state code requirements for the certification of a preschool or nursery school (VA 63.1-196.3:1; MD FL 5-570-5-585).
3. Meet the state code requirements for a religious exemption (VA 63.1-196.3; MD FL 5-570-5-585).

Schools planning to operate any of the above child care programs shall file a letter of intent with the Office of Education at least 30 days prior to making application to the state. Copies of all applications and documentation for the operation of before and after school care programs and pre kindergarten programs operated by Potomac Conference schools shall be filed with the Office of Education at the same time they are filed with the state. Any additional correspondence with the state, including but not limited to licensing shall also be filed with the Office of Education.

There will be no Potomac Conference subsidy for before and after school pre kindergarten, or child day care programs.

## **DENOMINATIONAL EMPLOYEES, CLASSIFICATION & ACCREDITATION**

Based on E 05 05: Denominational employees shall be classified and accredited by the employing organization (see E 10) according to the categories listed below. No person shall be included in more than one category at the same time. Any union that wishes to issue credentials other than those categorized below, may do so with prior approval of the General Conference Executive Committee at Annual Council, upon the recommendation of the North American Division Executive Committee. Only Ministerial and Commissioned Minister Credentials and Ministerial License holders are eligible for parsonage allowance. This exclusion was initiated by the United States government for ordained pastors only. The Church has created the commissioned credential and license for those who are not on the ordination track but are in pastoral or ministerial work. L21 and L22 clarify the requirements for receiving this credential.

## **DISCIPLINE AND TERMINATION PROCEDURES**

The purpose of disciplinary procedures is to provide a systematic and equitable means of dealing with employee violations of conditions of employment or other unacceptable practices and to assist employees in achieving optimum performance. The procedures outlined herein are for guideline purposes only and may be changed or omitted by the employer.

**Causes for Discipline** – Causes for discipline may include but are not limited to the following:

1. Violation of conditions of employment, including job performance.
2. Violation of published policies and procedures.
3. Failure to comply with any reasonable job-related request by a supervisor.
4. Causing employee unrest by airing complaints in lieu of following established complaint and grievance procedures.
5. Failure to keep accurate records in the prescribed manner or submit valid reports.
6. Failure to abide by the published guidelines for timekeeping, including regular clocking in and out.

**Procedures for Employee Discipline** – There are four steps that supervisors should follow when policies, regulations and guidelines in this handbook are ignored or violated:

1. **Verbal Warning** – A verbal warning by the immediate supervisor directed to the involved employee. Successive verbal warnings shall be documented in the employee's file.
2. **Written Warning** – A written warning by means of a letter which contains the following information: (a) an outline of the problem area(s); (b) description of corrective action to be taken within the prescribed time frame; (c) further action which will occur if improvement is not noted within this time frame. A copy of this letter shall be given to the employee and a copy shall be sent to Human Resources and placed in the employee's file.
3. **Evaluation** – At the end of the noted time frame, another session will be conducted between the supervisor and the employee to discuss results since the initial counseling session. If desired improvement has not been made the Human Resources Director shall be informed.
4. **Probation** – ADCOM shall take action placing the employee on probation. Another session with the employee will be held in which the employee is advised of the probationary action. A letter will follow from the Human Resources Director confirming the probationary status and will be placed in the employee's file.
5. **Discipline** – ADCOM may choose an appropriate level of discipline, based on the severity of an offense, including, but not limited to, verbal warnings, written warnings stated above, administrative leaves with or without pay and termination of employment.

**Basis for Termination** – Any cause for discipline which is not corrected may lead to termination. Causes may include, but are not limited to the following:

1. Violation of conditions of employment.
2. Violation of published employment policies and regulations.

## **DISCIPLINE & TERMINATION PROCEDURES, Cont'd**

3. Failure to practice the fundamental teachings and standards of the Seventh-day Adventist Church.
4. Re-marriage without Biblical grounds.
5. Habitual tardiness and/or absenteeism.
6. Misappropriate or misuse of organizational funds or other assets.
7. Unauthorized possession or use of property belonging to the organization or other individuals.
8. Inadequate effort to fulfill a job assignment or unsatisfactory performance.
9. Committing, aiding, advocating or being convicted of a felony.
10. Supporting or being involved with activities that are in conflict with the teachings and objectives of the Seventh-day Adventist Church.
11. Persistent disregard or violation of sound principles of Christian interpersonal relationships or inability to maintain cordial relations with fellow employees.
12. Refusal to accept a transfer or a justified reassignment.
13. Attitude detrimental to the objectives and philosophy of the Potomac Conference.
14. Falsification of records, time reports or expense reports.
15. Insubordination.
16. Misuse of confidential information.

### **Procedures for Terminating Employees**

1. *Opportunity to Resign* – If disciplinary or corrective measures have failed to remedy the situation and if termination seems to be necessary, the employee may be given the opportunity to initiate resignation. If the employee does not resign or does not initiate a conciliation and dispute resolution procedure, ADCOM will take appropriate action.
2. *Gross Misconduct* – In the case of a serious violation of conditions of employment or a major infraction of policies and regulations, such as gross misconduct, the action of the appropriate committee to terminate the employee's services is final. In such cases an employee may not be given an opportunity to resign. Prior notice and warnings need not be given and procedures above are not applicable. Dismissals for gross misconduct may be for, but not necessarily limited to, the following acts:
  - a. Vandalism.
  - b. Act of immorality or indiscretion.
  - c. Disorderly conduct and profanity.
  - d. Gross neglect of duty.
  - e. Dishonesty.
  - f. Use of tobacco in any form and/or alcoholic beverages.
  - g. Illicit use of drugs.
  - h. Permitting or requiring hourly employees to work without clocking or otherwise recording all hours worked. (Requires a written warning before termination.)

## **DISCIPLINE AND TERMINATION PROCEDURES, Cont'd**

**Settlement** – Should an employee be dismissed, the Potomac Conference will give a minimum of 2 week's notice (except in case of dismissal for gross misconduct.) The Potomac Conference at its own discretion may pay the dismissed employee in lieu of notice. The employee who is dismissed for gross misconduct will receive the full remuneration that he or she has earned up to the time of discharge and applicable termination settlement.

## EMPLOYEE CLASSIFICATIONS AND BENEFIT ELIGIBILITY

The Potomac Conference employs staff members in the following categories:

### Non-Exempt (Hourly) Employees

#### Temporary – Full or part time

Individuals who work on a non-continuous assignment of up to five (5) months.

BENEFITS: Hourly rate or designated scholarship  
Reimbursement of authorized expenses  
No service credit  
No other benefits

#### Part Time

Individuals who have completed the entry employment period and who are regularly scheduled less than 38 hours per week.

BENEFITS: Hourly rate  
Pro-rated holidays and vacations  
Service credit towards retirement (per policy)  
Reimbursement of authorized expenses

#### Full Time

Individuals who have completed the entry employment period and who are regularly scheduled at least 38 hours per week.

BENEFITS: Hourly rate  
Benefits per policies

### Exempt (Salaried) Employees

#### Temporary – Full or part time

Individuals who work on a non-continuous assignment of up to five (5) months.

BENEFITS: Stipulated salary or designed scholarship  
Reimbursement of authorized expenses  
No service credit  
No other benefits

#### Part Time

Individuals who have completed the entry employment period and who earn less than full remuneration for the classification and wage scale level for the position on a salaried basis.

BENEFITS: Stipulated salary  
Pro-rated holidays and vacations  
Service credit towards retirement (per policy)  
Reimbursement of authorized expenses and specified travel budget

## **EMPLOYEE CLASSIFICATIONS & BENEFIT ELIGIBILITY, Cont'd**

### **Full Time**

Individuals who have completed the entry employment period and who earn full remuneration according to the employee classification and wage scale level.

BENEFITS: Salary  
Tuition Assistance available to employees at  
102% remuneration level. **EXCEPTION:** ABC

### **Local Church and School Employees**

Individuals who work at church or school sites full or part time and are paid through the Potomac Conference.

BENEFITS: Salary or Hourly Rate  
Benefits as determined by the local entity  
Service Credit toward retirement (per policy)

## EMPLOYEE SURVIVOR BENEFIT PLAN

**Benefit** – An employer-provided life insurance policy shall be provided for full time denominational employees, the spouse thereof, and for the employee's dependent(s) as defined in the Health Care Assistance Policy.

**Benefit Scale** – The benefit shall be as follows:

Employee	\$100,000*
Spouse	\$50,000
Dependent Child	\$5,000
Stillborn	\$750

**Medical Termination** – Medical coverage ceases on the last day of active employment.

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

**Portability** – This benefit is portable at the time of termination of employment.

**Seminarians** – Sponsored students at the Theological Seminary are covered by this basic life plan.

**Voluntary Additional Benefits** (Group Universal Life ) (GUL) – Employees, on a **voluntary** basis, may supplement their Basic Life amounts by participating in a group universal life insurance plan (GUL), established and administered by Adventist Risk Management, Inc., for themselves and their spouses and dependent children through payroll deductions.

**ELIGIBILITY:** Voluntary participation in GUL requires employee to be working at least half time (20 hours per week). New employees who enroll within 31 days of eligibility are guaranteed acceptance for coverage up to two (2) times annual earnings to a maximum of \$100,000 for employee and up to \$50,000 for eligible spouse. If enrollment is not accomplished within 31 days of eligibility, coverage will require evidence of insurability (health questionnaire). Further eligibility is determined by an underwriting evaluation of the employee's application form.

\*Unless employee chooses different plan

## **EMPLOYMENT AT WILL**

Most employment at the Potomac Conference is "at will." That means that both the employee and the Conference have the right to terminate employment at any time, with or without advance notice, and with or without cause.

According to educational policies, certain positions in the educational system are subject to conditions of a signed employment agreement.

The Conference requests that generally, employees provide a two-week written notice of resignation to their manager/supervisor. Individuals employed as administrators, directors, managers, supervisors, pastors and teachers are requested to provide a minimum of 4 weeks written notice of resignation to their manager/supervisor.

At the same time employees notify their manager/supervisor of their impending resignation, they are also asked to notify Human Resources.

Employees may not use accrued vacation time to fulfill the required time in connection with a resignation notice to the Conference, or in lieu of such notice.

## EMPLOYMENT LAW FOR LOCAL CHURCHES & SCHOOLS

Many churches and schools employ individuals in various capacities. Employment is far more complicated and risky today than it was even a few decades ago. Issues such as payroll, reporting requirements, employment discrimination and negligent hiring now play a large part in the employment equation. Following is a summary of employment law that may impact your employment practice.

**Fair Labor Standards Act (FLSA)** – Regulates wages, working hours, overtime and record keeping of employees unless the employee is exempt; regulates employment of minors, students, learners and apprentices; provides for the recovery of wages and penalties for violations.

*Minimum Wage:* As of July 24, 2008, \$5.85/hour.

*Working Hours:* Requires overtime of 1 ½ times employee's regular pay for hours worked in excess of 40 per work week.

*Records:* Employers must keep track of wages paid and hours worked as well as other mandatory personal and payroll information for eligible employees.

*Child Labor:* Complex federal and state laws regulate the employment of children under the age of 18. Basically, employees who are 16 and 17 may work at non-hazardous jobs for unlimited hours. More restrictive conditions apply to 14 and 15 year-old workers.

*Exemption From Wage & Hour Law:* Some employees, usually referred to as "exempt," are not subject to the minimum wage and overtime provisions of the FLSA. They must meet specific criteria in either executive, administrative or professional occupations to be classified as exempt.

**Equal Pay Act (EPA)** – An amendment to the Fair Labor Standards Act which eliminates wage differentials based on gender; prohibits wage discrimination by requiring equal pay for equal work.

**Civil Rights Act of 1964, (Title VII)** – Prohibits discrimination in all terms and conditions of employment on the basis of race, color, religion, sex or national origin; requires that all persons of the same skills, seniority and background be treated similarly. Religious organizations do have a constitutional right to hire only members of their faith.

**Jury Service and Selection Act of 1968** – Prohibits employers from discharging, intimidating or coercing full time employees from serving on a jury.

**Occupational Safety and Health Act (OSHA)** – Sets health and safety standards for employees.

## **EMPLOYMENT LAW, Cont'd**

**Age Discrimination in Employment Act of 1978 (ADEA)** – Prohibits discrimination in employment for persons 40 years and over; an amendment in 1986 eliminated the age at which an employee could be forced to retire.

**Pregnancy Discrimination Act (PDA)** – An amendment to Title VII which prohibits discrimination on the basis of pregnancy, childbirth, or related conditions.

**Immigration Reform and Control Act (IRCA)** – Requires employers to obtain from new hires specific documents both of identity and eligibility to work in the U.S. Requires completion of Form I-9.

**Americans with Disabilities Act (ADA)** – Prohibits employers from discrimination against qualified disabled individuals in hiring, firing, promotions, compensation, job training and other terms of employment.

**Older Workers Benefit Protection Act (OWBPA)** – Amends ADEA and requires equal treatment for older workers in retirement and severance situations.

**Civil Rights Act of 1991 (CRA)** – Amends Title VII and ADA by creating new damage awards for intentional discrimination claims; creates the right to demand a jury trial in cases in which the new damage awards are sought.

**Family and Medical Leave Act (FMLA)** – Prohibits employers with 50 or more employees from terminating employees who require unpaid leave for personal illness or family care or illness; requires up to 12 weeks of leave during any 12 month period for eligible employees for qualifying reasons.

**New Hire Reporting** – Federal law establishes a State Directory of New Hires. Employers must furnish the Directory a report, generally within 20 days after employee is hired.

**Notices** – Practically all federal and most state employment laws have notice posting requirements. Such notices must be posted conspicuously so that employees can readily see them as they enter and exit the workplace.

**Other Laws, including EMPLOYEE POLYGRAPH PROTECTION ACT, CONSUMER CREDIT PROTECTION ACT, FAIR CREDIT REPORTING ACT, EMPLOYEE RETIREMENT INCOME SECURITY ACT, MILITARY SELECTIVE SERVICE ACT, impact on an employer.**

For further information or clarification of these laws, feel free to contact the Human Resources Director.

## **EMPLOYMENT OF RELATIVES**

It is the policy of Potomac Conference to prohibit employment of immediate\* family members in the same department. Further, if family members are hired, even though not in the same department and even though not immediate, they will not be placed in a position where another family member would be the supervisor. From this time forward, no more than two members of a family will be employed at the same time.

\*spouse/father/mother/father-in-law/mother-in-law/children/siblings/sister-in-law/brother-in-law

## **ENGLISH LANGUAGE REQUIREMENT**

When employing a full time pastor to work in a Potomac Conference church, it is the immediate expectation of this Conference for that pastor to be proficient in conversational English at the time of hiring so that he/she may not only be able to fully communicate with Conference Administration, but also be able to perform administrative responsibilities that are particular to the pastoral ministry.

Because of this expectation, if a pastor is not immediately proficient in the English language, his/her primary responsibility upon hiring will be to enroll at his/her expense in a school of his/her choice and take intensive English classes for the first six months. The Pastor will use weekends for ministry, but he/she is to use most of the balance of his work time to learn English. The pastor will continue to be paid his regular full salary during this time, less any travel budget, as he/she will not be expected to be doing any area travel other than to class.

At the end of the six-month period, the pastor must successfully pass both a verbal and written English proficiency exam that will show that he/she has achieved Level 7 of the Test of English for International Communication (TOEIC). If this is achieved, the pastor's travel budget will then be added back to his/her salary and he/she will be returned to full time ministry with all the salary and benefits of the position.

It is the expectation of this Conference that the pastor will continue to improve in his/her English language proficiency. If after 12 months from the date of hiring, the pastor has not been successful in passing either of these exams, his/her employment with the Conference will be terminated.

## **EQUAL OPPORTUNITY FOR SERVICE STATEMENT**

The official position of the Potomac Conference of the Seventh-day Adventist Church is that all members in regular standing shall be given full and equal opportunity within the Church to develop the knowledge and skills needed in the building up of the church. This position and its resultant course of action requires that all services and positions\* of leadership on all levels of church activity be opened to members on the basis of their qualifications. The Potomac Conference will seek applications from qualified women, minorities and the handicapped; and will afford all individuals equal opportunity in employment, appointment, promotion, salary, and other organizational benefits without consideration for race, color, gender, national origin, ancestry, physical handicap, age, height, weight, marital status, or prior military service.

\*"All service and positions" used in this statement refer to positions other than those requiring ordination to the ministry.

## EVANGELISM BUDGETS

An employee who wishes to hold a series of evangelistic meetings and desires a conference appropriation may apply for such as follows:

1. Fill out Evangelistic Meeting Budget request form in triplicate.  
(Forms can be secured from the office of the VP for Administration)
2. Send all three copies to the Evangelism Committee for approval at least three months before the beginning of the series.
3. Notice of approval will be sent by the treasury department.
4. Funds will then be sent as requested.
5. To receive consideration for an appropriation, the series must be a full series of at least fifteen (15) meetings.
6. The funds advanced will be charged to the worker's personal account.
7. When the series is finished a report is to be made within 60 days to the treasury department in the envelope provided, as follows:
  - a. All offerings and gifts, including the conference appropriation, are to be included as income.
  - b. All expenses are to be listed and appropriately itemized bills included in the envelope.
  - c. No special offering shall be taken at evangelistic meetings that directly benefits an employee or team, nor shall items, including recordings, be sold for personal gain at evangelistic meetings.
  - d. All funds in excess of the expense are to be returned to the Potomac Conference with the report.
  - e. All funds are to be handled through a special checking account or local church account. These funds should never be mingled with the worker's personal funds.

When handled through the local church books, it will be necessary to photocopy all bills so the treasurer can retain the originals with the church records.

### Evangelism – Pastoral Assistance

To qualify for assistance, the pastor must:

1. Do the preaching himself.
2. Incorporate at least 21 meetings into the series.
3. Hold the series within a minimum of 4 weeks and a maximum of 6 weeks.

Assistance is as follows:

1. **Equipment** – The pastor will receive an equipment allowance of \$100.00 for the series.

## **EVANGELISM BUDGETS, Cont'd**

- 2. Travel** - The pastor will receive a travel allowance of \$100.00 in addition to his regular district travel budget.
- 3. Wife** - The pastor's wife is eligible for remuneration if she works in a major way for the series. This includes more than attendance at the nightly meetings and some minor role such as handing out songbooks. Examples of major participation are regular visitation, significant amount of typing, preparation of materials, etc. The remuneration is \$10.00 per hour up to a maximum of \$200.00.

Assistance is limited to one series per year.

It is the pastor's responsibility to inform the treasury department of his eligibility for the above assistance.

## FAMILY MEDICAL LEAVE OF ABSENCE (FMLA) GUIDELINES

FMLA applies to all public agencies, including state, local and federal employer, local education agencies (schools) and private sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including joint employers and successors of covered employers. FMLA entitles eligible employees take up to 12 work weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. Leave may be taken intermittently or in a single block of time.

### EMPLOYEE ELIGIBILITY

To be eligible to apply for FMLA benefits and employee MUST:

- Work for a covered employer
- Have worked for the employer a total of 12 months;
- Have worked at least 1250 hours over the previous 12 months; and
- Work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

ALL absences of 3 or more consecutive business days must be reported to the HR Director immediately for review of qualification under FMLA. You are not required to apply for FMLA but the employer is required to inform you of whether or not you would be eligible to apply for FMLA and your options under the program.

*The 12 months worked need not be consecutive but employment periods prior to a break in service of seven year or more need not be counted unless the break is due to the employee's fulfillment of their obligation to National Guard or Reserve military obligations.*

### LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- For the birth and care of a newborn child of employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for a **spouse, son, daughter, or parent** with a serious health condition;
- To take medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies arising out of the fact that the employees spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- Birth and care of a newborn child, placement of a child or adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 work weeks.

Spouse: Current legal spouse.

Son/Daughter: Does not include individuals 18 years of age or older unless they are incapable of self care.

Parent: Does not include "in-laws"

## **FAMILY MEDICAL LEAVE OF ABSENCE (FMLA) GUIDELINES, Cont.**

Under some circumstances employees may take FMLA intermittently (separate blocks of time) for a single qualifying reason – or on a reduced work schedule – effectively reducing the employee's usual weekly or daily schedule. When the leave is planned due to medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. IF FMLA leave is for the birth and care of a child, or placement of a child for adoption or foster care, use of intermittent leave is subject to the employers approval.

The provisions of this policy will apply to all family and/or medical leaves approved for eligible employees for the reasons described above.

### **PREGNANCY/MATERNITY LEAVE**

If you plan to apply for maternity leave due to pregnancy you are not required to complete the WH380. However, you must complete the Notice of Intent to take FMLA and submit the completed form to the Human Resources (HR) Director no less than 30 days from your expected due date. You will not be able to count time taken for prenatal appointments or illness as FMLA unless your leave has already been approved. Retroactive FMLA is not permitted.

Once received, HR will record the FMLA notice and send a written notice when your FMLA is approved. If your physician determines that you are unable to work due to health reasons/complications before your full-term due date, then the doctor's written recommendation is required. The time taken pre-partum will be counted as part of your FMLA leave.

After your baby is born, you must have a full-duty release/return to work notice from your physician with an effective date of such release before you can return to work.

Once FMLA has been approved (if you are exempt):

- 1) You can access your long term sick leave bank for prenatal care appointments and incapacitating illness relating to your pregnancy.
- 2) Without approved FMLA status all of these types of absences will be charged to your short term bank and would not be counted as FMLA leave time

### **HOURLY**

You must first use your Short Term Sick leave to pay yourself during FMLA for your own health issue or recovery. Once accrued Short Term Sick Leave is exhausted you must use any accrued Long Term/Extended Sick leave for the balance of the FMLA leave. In the cases where leave is needed to care for a qualifying family member, the employee may access up to 4 weeks of accrued sick leave.

### **PAID LEAVE TIME**

If eligible employees that have accrued paid leave benefits under employment benefit plans or policies of the employer, the employee will be required to use those accrued benefits to provide compensation during all or any part of the twelve weeks leave. If the employee's paid benefits are exhausted, the remainder, if any, of the family or medical leave will be unpaid. The use of accrued benefits will not extend the duration of a family or medical leave.

## FAMILY MEDICAL LEAVE OF ABSENCE (FMLA) GUIDELINES, Cont.

### FMLA - PATERNITY LEAVE

If you would like to take paternity leave under FMLA after the birth of a child you must complete the leave within 12 months of the qualifying event (the birth of the child). Exempt personnel who desire to take paternity leave under FMLA will be allowed to access their long term sick bank for up to 4 weeks of paid leave. Any additional paternity leave time requested will be unpaid.

### PREMIUMS and RESPONSIBILITIES

You are responsible for continuing payments for any insurance premiums such as medical, SAFE, etc in which you are enrolled thru your employer. You may submit the payments to the HR department either in the form of a personal check or through regular payroll deductions. Part of the FMLA paperwork sent to you will identify the benefits in which you are currently enrolled and their corresponding amounts per payroll period (monthly). Your employer will provide service credit and vacation/sick leave accrual on all paid portions of your FMLA leave. Federal FMLA provisions do NOT provide for income. Employer guidelines and policies regarding access to paid leave determine how or if an employee is paid while out on FMLA. FMLA leave can also run concurrently with:

- Unpaid leave time
- Worker's Compensation
- Short Term Disability

In either case, the total extent of FMLA is not to exceed the 12-week federal mandated limit.

### APPLICATION FOR FMLA

The application forms are located on the pcsda.org website > . . . .

- 1) **Print and complete the Notice of Intent and return form with original signature to HR Director as soon as possible once you are aware of a potential need for FMLA leave – preferably no less than 30 days from needed leave.** The form is located on the HR website (URL) if you know you will be or are absent for 3 or more consecutive working days due to you own health condition or that of a family member . Please provide all applicable and requested information. The processing of your request may be delayed if information is incomplete. The information provided will be reviewed for qualification of initial requirements for qualification under FMLA.
- 2) **You will be provided with a written Notice of Eligibility (WH381) letting you know if the condition or situation qualifies for FMLA status within (5) business days.** HR will inform you supervisor of your intent to take FMLA and the length of time needed. NO specific or confidential information will be shared with anyone during this process by HR. You are able to share information with anyone as you wish or deem appropriate.

## **FAMILY MEDICAL LEAVE OF ABSENCE (FMLA) GUIDELINES, Cont.**

If approval is granted –

- 3) Download the appropriate medical documentation forms (WH380E or WH380F) and forward them to the appropriate medical provider overseeing medical care for yourself or family member. This form must be received within 15 days of the receipt of the Notice of Eligibility (WH381). Contact HR Director immediately if there are any questions or concerns regarding this process.
- 4) HR will send a formal written approval of FMLA status within 3 working days of receiving a properly completed WH 380E or WH380F.
- 5) HR will also send a detailed list of the Premiums and Deductions. During FMLA which you are responsible for continuing interrupted during your leave and you will need to specify how you plan to pay for those premiums during your leave so appropriate arrangements can be made to continue coverage during the entire time of your leave.
- 6) Once approval is granted HR will send you the Final Designation Form (WH382) which lets you know all has been processed and that FLMA has been approved. HR will inform your supervisor of the official decision regarding FMLA so that they can plan appropriately for staffing and coverage.

### **DURING FMLA**

While you are out on FMLA you will be required to give periodic general updates regarding your expected return to work date. These will be specified to you in writing in your approval notice.

### **RETURNING TO WORK FROM FMLA**

You must have a doctor's note certifying you are fully able to perform all job duties and functions with NO restrictions.

## **FUNERAL LEAVE**

A regular full time employee of the Potomac Conference who loses a member of the immediate family by death may be granted a leave with pay up to five working days according to distances and circumstances and in consultation with the employer. Immediate family includes: husband, wife, father, father-in-law, mother, mother-in-law, children, son-in-law, daughter-in-law, brother, sister, as well as step mother or step father.

Special circumstances will be given consideration by the conference officers.

## HARASSMENT

**Personal Conduct** – Employees of the Potomac Conference are to exemplify a Christ-like life and shall avoid all appearance of wrong doing. They should not engage in behavior that is harmful to themselves or others or that casts a shadow on their dedication to the Christian way of life.

Employees should respect and uplift one another. Employees should never be placed in a position of embarrassment, disrespect or harassed because of their gender, race, color, national origin, age or disability. To do so would be a violation of God's law and civil laws protecting human rights and governing work place conduct.

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

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting such an individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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

1. Any subtle or other pressure for sexual favors, including any suggestion that an applicant's or employee's giving in to or rejecting sexual advances will have an effect on that person's employment or terms of employment.
2. Unwelcome sexual flirtation or propositions.
3. Unnecessary or inappropriate touching of a sexual or abusive nature (e.g. patting, pinching, hugging, repeated brushing against another person's body, etc).
4. Displays of sexually suggestive pictures, drawings, cartoons or objects.
5. Threats or demands for sexual favors.
6. 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).
7. Demeaning or degrading comments about an individual's appearance.
8. Denying an employee the opportunity to participate in training or education on account of gender, race, color, national origin, age or disability.
9. Limiting opportunities for promotion, transfer or advancement on account of gender, race, color, national origin, age or disability.
10. Requiring a protected employee to perform more difficult tasks or less desirable work assignments in order to force them to retire or resign from employment.

## **HARASSMENT, Cont'd**

**Reporting Incidents** – Employees who believe that they have been harassed should immediately take the following steps:

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

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

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

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

**Prohibition of Retaliation** – Potomac Conference prohibits retaliation against employees complaining of harassment.

**Maintaining a Harassment-Free Environment** – Potomac Conference recognizes its responsibility to all employees in maintaining an environment free from harassment and endeavors to prevent harassment by publishing this policy, by development of appropriate sanctions for misconduct, and by informing all employees of their right to complain of harassment.

To maintain a work environment free of harassment and to assist in preventing inappropriate workplace conduct, the Potomac Conference shall endeavor to take the following actions:

1. Each employee shall receive a copy of the harassment policy and complaint procedure.
2. Each employee shall acknowledge receipt of this policy and complaint procedure which will be maintained in the employee's personnel file.
3. In addition to an employee's departmental director/supervisor, the Potomac Conference has designated the Vice President for Administration as well as the Director of Human Resources as individuals to whom complaints can be made.
4. Employees who make harassment complaints will not be subjected to retaliation by supervisors or co-workers.
5. Although Potomac Conference urges individuals to report alleged harassment, malicious allegations can irreparably harm an employee's reputation and limit his/her ability to fulfill responsibilities. Employees who bring malicious, spiteful, false allegations of harassment will be subject to appropriate disciplinary action.

## **HEALTH CARE ASSISTANCE**

Full time, regular employees, spouses under certain provisions, and dependent children are granted health care assistance through the Health Care Benefits Program. Information on coverage of the policy is available from the conference risk manager.

## **HOLIDAYS**

Nine (9) annual holidays with pay are provided by Potomac Conference. They are:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and half day before

Christmas Day and half day before

When a holiday falls on Thursday, the following day, Friday, is allowed as well. When the holiday falls on Sabbath, the previous Friday is allowed, and when the holiday falls on Sunday, the following Monday is allowed.

Any leave taken beyond the above days is to be counted as part of the annual vacation.

Part time employees are paid on a pro-rated basis for the above holidays.

**PLEASE NOTE: Inauguration Day Holiday has been deleted**

**HOME LOANS (X 21; P 30 60)**  
**Second Mortgage/Deed of Trust**

Ministerial full time regular employees and school principals who desire to purchase a home and who do not have sufficient cash for a minimal down payment of at least 20% may request a homeowner's loan depending on the area of residence and the availability of conference funds.  
**THIS BENEFIT IS OFFERED ONLY AS FUNDS ARE AVAILABLE.**

1. **Northern Virginia/Maryland/District of Columbia**  
For each dollar of personal funds, the conference will loan two dollars, up to a maximum of \$20,000.  
**Richmond/Tidewater/Charlottesville**  
For each dollar of personal funds, the conference will loan one dollar and fifty cents, up to a maximum of \$15,000.  
**All Other Areas**  
For each dollar of personal funds, the conference will loan one dollar, up to a maximum of \$10,000.
2. **Interest Rate**  
Current rate as established by the conference committee calculated monthly on the declining balance.
3. Principal payments are optional during the first five years of the loan. Interest payments by monthly payroll deductions are required.
4. A recorded second deed of trust or second mortgage in the name of Potomac Conference Corporation of Seventh-day Adventists is required. This is to be supplied at the expense of the employee immediately after closing on the first deed of trust or mortgage.
5. Monthly payroll checks will be held at the office if this second deed of trust or second mortgage is not completed within sixty (60) days after closing of the first deed of trust or mortgage.
6. The loan is due in full at the end of ten years, or at such a time as any of the following occur, whichever comes first.
  - A. Upon selling the property.
  - B. Upon vacating the premises as the employee's principal residence.
  - C. Upon termination or transfer to employment other than the Potomac Conference.
  - D. Upon retirement at the end of the salary supplement.
7. The employee must establish a financial need for the loans since the loans are granted based on need. An employee who has sufficient funds to secure an 80% conventional loan should not request this home loan since the available funds for this purpose are limited.

## HOME LOANS, Cont'd

8. An employee who is transferred from one district to another and as a result of such a transfer sells his home in the former district and purchases a home in the new district may choose one of the following options after meeting requirements of seven (7) above.
  - a) Continue the original loan on the new home with the interest rate and the original loan date being the same as the former home.
  - b) Request a loan on the new home at the current interest rate with the eight-year period starting at the time of issuing the loan on the new home.
9. When the loan proceeds are issued, the interest will start, and the employee and spouse will be required to sign a promissory note to secure the loan until the recorded second deed or mortgage is received by the Potomac Conference treasury department.
10. The Potomac Conference may request an appraisal of the property before granting a loan. The cost of such an appraisal would be borne by the employee.
11. A third deed of trust or mortgage will not be accepted.
12. An employee who transfers from one cost-of-living areas to another cost-of-living area will be eligible according to policy for the loan amount as it applies to the area to which he has transferred.
13. Applications for loans for existing housing can be approved by the conference officers.
14. Applications for loans for housing to be constructed must be approved by the Conference Loan Committee.
15. Availability of second mortgage loans is subject to sufficient Potomac Conference working capital.

## **HOME OWNER'S OR TENANT'S INSURANCE**

All conference employees are advised and urged to obtain a homeowner's insurance policy with contents coverage if the employee is a homeowner, or a tenant's insurance policy with contents insurance if the employee is renting housing. Potomac Conference will not assume any responsibility for loss of personal effects which should have been covered by adequate insurance.

## HOUSING POLICIES (x 20 06; 20 05; 20 08)

### Duplicate Rent and/or House Payments (X 20)

1. *Initial Assistance* – When an employee is moved from one location to another, and because of the conditions of his/her lease, or failure to sell or rent his/her home he is required to pay housing expenses both at his/her former location and at his/her new location, an allowance may be granted to cover the time when payments are being made at both locations and both homes are habitable. The allowance may be granted under normal conditions for up to three months.
2. *Unusual Circumstances* – In unusual conditions when the employee has not been able to sell the home at his/her former location and evidence is presented indicating that the asking price for said home at the end of the three-month period referred to in 1. was no more than 100% of an appraisal provided by an independent appraiser, up to an additional three months' assistance may be granted.  
  
An independent appraiser shall be understood be a qualified appraiser such as may be contacted through banks or home loan associations. Real estate agents shall specifically be excluded from this group. The reasonable cost of such appraisal will be reimbursed by the Potomac Conference.
3. *Extreme Circumstances* – If the employee has not been able to sell the home after having received an allowance for six months because of extreme circumstances, the allowance may be continued for a further period of up to six months if the asking price for the said home has not been greater than 95% of the appraisal during this period.
4. *Amount* – When granted, the monthly allowance shall be the actual expense for principal and interest, property taxes and insurance up to 75% of the base remuneration factor plus 100% of any cost-of-housing allowance for which the employee was eligible at his former location. Fifty percent of any rental income shall be deducted from the allowance.
5. *Utility Expenses* – In addition to the monthly allowance provided for in paragraph 4. employees may be reimbursed for the cost of utilities to provide security lighting and minimum heating.
6. *Selling Loss Shared* – In view of the importance of pricing a home correctly before it is placed on the market, and due to the critical importance of the first 30 days in the sale of the property, both the employee and the new employer may agree at any time during the selling process that in lieu of spending all the duplicate housing allowance, the property may be placed for sale at less than one hundred percent of market value as determined by current appraisal. The cost of the reduction may be shared between the new employer and the employee at an agreed upon ratio on an individual basis. The employer cost is not to exceed the maximum duplicate housing allowance provision.

## **HOUSING POLICIES, Cont'd**

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

**IMMIGRATION POLICY**

The Potomac Conference from time to time employs individuals who are citizens of countries other than the United States. In most cases, this employment will require the processing of immigration petitions and applications through the Department of Homeland Security. Because these submissions are based on employment, the conference, as the employer must ensure that every petition and application upholds the integrity of both the conference and the Seventh-day Adventist Church.

**NOTE: Only citizens and individuals who are permanent residents or who have a current valid employee authorization card are eligible to be enrolled on courtesy payroll. The Conference will not sponsor Courtesy employees for a visa.**

The Potomac Conference, in consultation with its immigration attorney, will determine how and when a submission to immigration will take place. Considerations such as the timing of the submission, the inclusion of family members, etc, are important, but these must be carefully weighed against the possible ramifications to the conference and other conference-sponsored aliens in the immigration process. **Local church board members, pastors, school administrators, and head teachers are prohibited from filing petitions and processing immigration visas for regular or local employees. Only conference officers and the Director of Human Resources are authorized to sign petitions. Non-compliance with this policy may result in termination of employment.**

Attempts to pressure either the conference or the attorney regarding immigration petitions will be looked upon unfavorably and could result in loss of employment. In no case will the conference sponsor an I-360 application before a minimum of 6 months of employment, however, in most instances it will be 2 years of full time work.

**Role of the Attorney:** It is the role of the conference immigration attorney to:

1. Protect and maintain the integrity of the conference in all immigration matters.
2. Advise the conference regarding immigration law and procedures and prepare the required documentation for signature.
3. Provide timely information and advice to employees going through the immigration process.

**Financial Arrangements:** All immigration expenses are the responsibility of the employee. The conference attorney will bill the conference for preparation of the documentation and this charge will be passed on to the employee.

**Authorization:** Employees with immigration procedures will sign a "Statement of Acceptance" of the above policy and authorize payroll deductions incurred on their behalf.

.....  
**POLICY ACKNOWLEDGEMENT**

By my signature below, I acknowledge receipt of the Potomac Conference of Seventh-day Adventists Immigration Policy. Further, I acknowledge my understanding of the Policy and I accept my obligation, duty and responsibility to follow the Immigration Policy. Moreover, I specifically acknowledge and understand that if a visa is inappropriately applied for and/or

obtained in violation of the requirements of this Policy, the Conference may be required to notify the Department of Homeland Security, the result of which may be that the visa worker may be deported. Further, I understand that my employment with the Conference may be in jeopardy. Any and all expenses related thereto, including the costs of the Conference's attorney to assess the matter, shall be the sole responsibility of the church, company or group. Finally, I agree to follow the letter, spirit and intent of the Immigration Policy as stated above.

\_\_\_\_\_  
Employee Name (please print)                      Employee Signature                      Date

\_\_\_\_\_  
Potomac Conference Representative                      Date

## **INDEPENDENT CONTRACTOR/EMPLOYEE STATUS**

Whether a worker is an "employee" or an "independent contractor" is critical when it comes to such important issues as pension eligibility, state-mandated benefits, wage and hour law, and many other matters. Because there is no bright line test for whether a worker is an "employee" or an "independent contractor," the classification of workers is an ever-intensifying battleground between the IRS and employer. "Misclassified" employees cost the government \$2 billion a year in lost revenue. Consequently, the IRS aggressively re-characterizes workers as employees and assesses back taxes, penalties, and interest against employers who have misclassified their workers.

In an effort to provide safe guidelines to conference employers, the conference has adopted the following policy for employing independent contractors.

### **Independent Contractors Should Meet the Following Requirements:**

1. Provide evidence that they have an established company and pay self-employment taxes (i.e. business license).
2. Provide proof that they provide the same services to other organizations.
3. Provide their own equipment and supplies.
4. Provide a photocopy of their Liability and Workers' Compensation insurance policies.\*
5. Must not be controlled schedule-wise or in methods of performance by the organization for which they work.

### **Responsibilities of Employers Regarding Employees/Independent Contractors:**

**For Employees:** It is the responsibility of the employer to:

1. Pay the employer's share of FICA and deduct the employee's portion of FICA.
2. Withhold federal and state taxes from wages.
3. Remit taxes to the Internal Revenue Service as required.
4. Report new hires to the appropriate state agency.
5. Provide W-2 form to employee/IRS at year end.
6. Obtain and keep on file the INS Employment Eligibility form (I-9).
7. Comply with wage and hour regulations.

**For Independent Contractors:** An employer must:

1. Provide a 1099-MISC form to the contractor and the IRS for amount(s) paid in excess of six hundred dollars (\$600) annually to the contractor. (The contractor must provide a Social Security number for inclusion on this form.)
2. Deduct a twenty-percent (20%) backup tax from payments to contractors who do not provide a Social Security number. (An independent contractor is responsible for reporting to the Internal Revenue Service applicable self-employment taxes and for providing their own Workers' Compensation insurance.)

## **INDEPENDENT CONTRACTOR, Cont'd**

**Please note:** The actual work conditions, not the title "employee" or "independent contractor", determine the status of the worker. As a general rule, courts and the IRS disfavor independent contractor status, preferring to provide a worker with all the benefits of an employee.

**\*Worker Compensation and Liability Insurance:** The Conference has adopted a strict policy that independent contractors hired by churches and schools MUST carry Liability Insurance of at least \$500,000. In addition they must carry Workers' Compensation insurance as required by law. (Maryland requires WC coverage if contractor has 1 or more employees; Virginia requires WC coverage if contractor has 3 or more employees.) **Liability Insurance** protects against the injuring of someone not connected to the contractor. **Workers' Compensation Insurance** provides for the medical care and lost wages of the contractor's employees in the event of an injury while on the job.

## **INGATHERING: HOPE FOR HUMANITY**

**History** – Harvest Ingathering began in 1908 in North America. In that year \$96,964 was raised. Annual Ingathering campaigns were held in North America exclusively until 1919. In 1920 the Ingathering campaign was introduced to other divisions, and it grew steadily over the years as a major humanitarian outreach program of the world Church. In the first 80 years of its existence, the Ingathering campaign raised over half a billion US dollars to help meet human need around the world.

**Program** – Ingathering is the worldwide name for the church's humanitarian fund-raising program. In North America, other names may be used in conjunction with or in place of Ingathering, as approved by the Division Executive Committee.

**Objectives** – The Ingathering program is an outreach ministry sponsored by the Seventh-day Adventist Church. The objectives are:

1. To involve church members as active participants and to increase the sense of community among members.
2. To visit the homes and businesses of people, sharing the love and hope of Jesus Christ, assessing and helping them to meet their physical and spiritual needs, praying with them, sharing literature, and making friends.
3. To share with the public the humanitarian work of the Seventh-day Adventist Church and to invite a response in financial support, donations in kind, or contributions of volunteer labor.
4. To report on the humanitarian work of the church that has been previously promoted.
5. To provide funding that helps to engage Adventist members in humanitarian initiatives locally and around the world.

**Disbursing Funds in USA** – Fifty percent (50%) of the funds raised shall be used in international and national humanitarian work and fifty (50%) percent of the funds raised shall be used to support local programs in the conferences where the funds were raised. The funds raised shall be allocated as follows:

- a. Each conference will determine how local conference funds are to be allocated among the various implementing entities. Local conference funds will support such entities as church-based humanitarian programs, Adventist Community Service Centers, ADRA affiliate agencies, inner city programs, and disaster response programs.
- b. The North American Division will determine how national and international funds are to be allocated.
- c. An appropriate committee will make decisions about specific allocations at both the conference and Division levels.

**Potomac Conference Policy** – The Potomac Conference policy regarding funds raised, solicited, or donated by Potomac Conference churches for *Ingathering: Hope for Humanity* is as follows:

## INGATHERING: HOPE FOR HUMANITY, Cont'd

1. Each Potomac Conference church shall determine its own monetary goal to raise/solicit donate for *Ingathering: Hope for Humanity*.
2. One hundred percent (100%) of the funds raised/solicited/donate by the Potomac Conference churches for *Ingathering: Hope for Humanity* shall be sent to the Potomac Conference.
3. Fifty percent (50%) of the funds received by the Potomac Conference churches or members for *Ingathering: Hope for Humanity* shall be sent to the North American Division.
4. Fifty percent (50%) of the funds received by the Potomac Conference from Potomac Conference churches or members for *Ingathering: Hope for Humanity* shall be allocated as follows:
  - a) Thirty-five percent (35%) of the funds that a Potomac Conference church has forwarded to the Potomac Conference, which the church raised, solicited, or donated for *Ingathering: Hope for Humanity*, shall be allocated by the Potomac Conference to that church, or its ACS center, when the church or its ACS center submits to the Potomac Conference *Ingathering: Hope for Humanity* Project Review Committee a written report for approval of their humanitarian project(s), listing the humanitarian service(s) or project(s) for the community, and the dollar amount(s) to be used for each service or project.
  - b) Fifteen percent (15%) of the funds that a Potomac Conference church has forwarded to the Potomac Conference, which the church raised, solicited, or donated for *Ingathering: Hope for Humanity* shall be allocated to the Potomac Conference's ACS or Disaster Response programs.

## **INSURANCE – VOLUNTARY LABOR ACCIDENT (P 50 35 2)**

Voluntary labor accident insurance is carried by each church on the conference blanket policy. This policy indemnifies persons performing voluntary labor for the Seventh-day Adventist church, providing such persons are authorized by one of the following:

- ♦ the local pastor;
- ♦ a Seventh-day Adventist conference-employed individual;
- ♦ the head elder of the local church.

The coverage is for accidental bodily injuries sustained while performing authorized volunteer labor.

This type of coverage is for laypersons who perform voluntary activities of various kinds including Ingathering, Literature Distribution, Community Services Work, Vacation Bible School Activities (does not cover VBS students), and other authorized church activities.

This policy does not apply to the pastor who is on payroll or any employee of the church who receives compensation. It is strictly limited to volunteer laypersons who are performing this work without financial remuneration.

## **INTERVIEWING (OUT OF CONFERENCE)**

There may be an occasion when a pastor, teacher or department director is contacted by another denominational entity regarding a job opportunity. The employee may be invited for a personal interview. As long as appropriate protocols regarding placement of the "call" have been followed, the employee may be granted up to a maximum of four (4) days paid time for the interview. Should additional time be requested, it would be charged to the employee's accrued vacation time.

## **JURY DUTY**

Regular full and exempt part time employees of the Potomac Conference who are called for jury duty will continue to receive their full remuneration and allowances for a maximum period of two weeks per calendar year, provided that any compensation received for services as a juror is given to the Potomac Conference. Jury duty beyond two weeks will be unpaid unless required by Federal Law.

## LICENSED MINISTER – ROLE AND STATUS (L 20)

**Requirements** – A person is recognized as a licensed minister when all the following prerequisites have been satisfied:

1. Completion of the Bachelor of Arts degree with a major in Bible or religion plus nine quarters in the Seventh-day Adventist Theological Seminary, or two years of employment in ministerial or pastor work, or a total of two years of seminary training and employment in ministerial or pastor work. Until this prerequisite has been met, a missionary license will be issued.
2. Recipient of a ministerial license.
3. Appointment by the conference to a ministerial or pastoral responsibility.
4. Election as a church elder in the church, or named in the company to which he is assigned.
5. Ordained as a local church elder.

**Authorized Ministerial Functions** – A licensed minister is authorized by the conference to perform all the functions of the ordained minister for the members in the churches or companies to which he is assigned as a church elder, and for the communities he serves. The functions that are excluded are those listed in the Church Manual as follows:

- ♦ Organizing of a church
- ♦ Uniting churches
- ♦ Ordaining local elders and deacons

A licensed minister may perform wedding ceremonies or baptism outside of his/her pastoral district if authorized to do so by the Conference Vice President for Administration. If the ceremony is to be conducted in the territory of another conference, it will require the approval of Potomac Conference Vice President for Administration as well as the out of territory conference president.

**Annual Review** – A licensed minister's leadership progress, professional development and spiritual growth will be reviewed annually by the conference.

**Authorization Withdrawn** – A licensed minister's authorization to serve as a minister and to perform substantially all the functions of an ordained minister may be withdrawn by the conference.

**Ordination** – A licensed minister is ordinarily ordained after a period of about four years of field experience. This spiritual rite of ordination constitutes the official confirmation of the Seventh-day Adventist Church of his divine call to the ministry as a life commitment, and is his endorsement to serve as a minister in any part of the world.

## **LOCAL CHURCH AND SCHOOL EMPLOYEES COURTESY PAYROLL (X 45 19 3 c: X 50)**

The Potomac Conference provides a service to churches and schools in the Conference by processing payroll for their employees at no cost. The Conference will generate paychecks, file taxes to the appropriate agencies, and provide W-2 forms for these employees.

**Benefits** – The conference provides service credit according to policy and Workers' Compensation insurance for all courtesy employees. **Arrangements for vacations, holidays, sick time, insurance, etc. for courtesy employees are the responsibility of the hiring organizations.**

**Retirement** – An employee is eligible for participation in the Adventist Retirement Plan if he/she:

1. Is age 20 or older;
2. Is employed at least half time (20 hours/week) on a regular basis by one or more conference entities;
3. Is employed in a position expected to last longer than five (5) months.

Employers of retirement—plan-eligible employees will be billed for the basic contribution, based on 5% of the Basic Remuneration Factor and an additional 'match' equal to 50% of employee's voluntary contribution up to a maximum of 25% of the employer basic contribution.

**Employment:** Churches and schools are subject to the same laws, rules and regulations as other employers including completion of I-9 and W-4 forms, compliance with FLSA including the payment of minimum wages and overtime and placement of employees in correct status.

**Enrollment:** Enrollment packets are available through the Potomac Conference Website. Go to [pcsda.org/ministries/human-resources/forms](http://pcsda.org/ministries/human-resources/forms) – to download enrollment packet.

**Courtesy Eligibility:** Only citizens and individual who are permanent residents or who have a current valid employee authorization card are eligible to be enrolled on courtesy payroll.

**LOCATIONS:**

Staunton Office:  
606 Greenville Avenue  
Staunton, VA 24401

Mailing Address: Potomac Conference of SDA  
606 Greenville Avenue  
Staunton, VA 24401

Telephone: 540-866-0771  
Toll-free number to Staunton: 800-732-1844

Fax: 540-886-5734

Office Hours: Monday – Thursday: 7:30am-12:00 noon and 12:50pm-5:30pm

Monday through Thursday is the regular office schedule when office workers are present. The automated switchboard is operational Friday through Sunday. Messages may be left for personnel in their phone mail box by dialing their extension. Extension numbers are listed in the conference directory.

**Silver Spring Branch:**

Potomac Conference of SDA  
13105 Buccaneer Road  
Silver Spring, MD 20904

Telephone: 301-879-3002

Fax: 301-879-4339

Office Hours: By appointment only

### **LONG TERM DISABILITY INCOME INSURANCE (X 33)**

Long Term Disability Income Insurance helps assure a continuing income when, due to illness or injuries, an employee is no longer able to work. It covers disability sustained on or off the job. It is furnished at no charge to full time employees of Potomac Conference.

If an employee becomes totally disabled, this plan will pay up to 66 2/3% of basic monthly earnings.

A brochure is available for full description of coverage.

## **MOVING ALLOWANCE (X 23)**

When full time regular employees are asked by the Potomac Conference to move, the following allowances are granted as the expense is incurred. In the event both spouses are employed, only one benefit per family is provided.

### **Moving Allowance**

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

EMPLOYEE	16.5% of Remuneration Factor
SPOUSE	16.5% of Remuneration Factor

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

### **Moving Van or Other Freight Charges**

Potomac Conference moving van charges or other moving van or U-Haul charges as authorized by the treasury department of the Potomac Conference.

**Miscellaneous Moving Allowances** (Car must be registered within 90 days of moving to new area to qualify for reimbursement).

1. Drivers' licenses for employee and spouse (when changing states).
2. Auto license tags for one or two autos (when changing states).
3. Auto registration for one or two autos (when changing states).
4. City or county sticker (license) for one or two autos.
5. State inspection fee for one or two autos (when changing states).
6. Use tax for one or two autos (when changing states).

NOTE: The above allowances are granted for the initial move only. Recurring expenses are the responsibility of the employee.

### **Family Expenses of Moving**

#### **Mileage**

Direct route at current mileage rate for one or two autos.

#### **Food Allowance**

Current per diem rate figures at 500 miles per day by direct route plus the day of loading and unloading and Sabbath layover, if needed.

#### **Lodging** (lodging bill must be submitted)

Actual reasonable expense of lodging for family based on 500 miles per day by direct route plus Sabbath layover, if needed.

#### **Tolls** (receipts not required)

Road and bridge rolls if expense is incurred.

### **Temporary Rental**

In the event the Potomac Conference approves a temporary rental unit (not to exceed 12 months) in order to get an employee settled in a timely manner, the conference considers a move to a permanent home a part of the original move. The conference covers the cost of moving for only one move in a given assignment. Employees must bear the costs for subsequent moves.

## **MOVING ALLOWANCE (X 23), Cont'd**

### **Employees Who Resign**

In the case of employees who voluntarily withdraw from the organized work, the denomination is under no obligation to return the individual to a former location.

### **Retiring Employee's Moving Allowance**

An employee who has at sometime during his/her denominational employment been moved at conference expense, may be granted assistance in the form of reimbursement for actual moving expenses, or at the employer's option, a cash settlement on moving expenses, when an actual move is made to the place of retirement according to the following provisions:

1. *Over Thirty Years of Service* – When an employee who has given thirty years or more of denominational service retires, the employing organization may arrange to pay the moving expense on a reasonable amount of household goods and pay his transportation expense, including mileage, tolls, hotel and per diem by the most direct route based on 500 miles per day to the place of his choice in the North American Division. The provisions of X 23 05 1-b, shall apply to moving only one car.
2. *Under Thirty Years of Service* – An employee who has served less than thirty years may be paid a proportionately lesser amount. The amount of the moving expense reimbursement shall be decided by the employing organization.
3. *Arrangement* – This arrangement to be made within a period of five years after retirement unless some other definite arrangement is approved by the governing committee and is limited to one move only.
4. *Division of Expense* – In cases where both spouses are denominationally employed at the time of retirement but by different organizations, the moving assistance to the place of retirement shall be shared equally by the two employers if both spouses are vested for retirement benefits. If one spouse is not vested, the moving assistance shall be paid by the employer of the spouse who is vested.
5. *Tax Obligation* – The retiring employee shall be responsible for the tax obligation of the moving benefit.

## **OFFERING SCHEDULE**

Each December the Potomac Conference issues an offering schedule for the coming year. This is done so that all constituents of the Potomac Conference can plan their giving in a systematic way. It is expected that all churches will follow the offering schedule as published.

## **PARSONAGE EXCLUSION (X 20 05 4)**

Ministers are permitted by Federal law to exclude from income amounts paid by themselves to provide a parsonage in which to live. Part time pastors are not eligible for parsonage exclusion.

The Columbia Union, following the NAD Annual Council meeting, sets the maximum amount of this exclusion for the coming calendar year.

In order for a minister to qualify for this exclusion he must keep accurate records of his parsonage expenses.

In December of each year conference treasury will net from taxable income the full amount of the voted parsonage exclusion. If the minister can substantiate the full exclusion by her/his records, nothing further needs to be done. If, however, the full exclusion cannot be substantiated, the difference must be reported back as income on IRS form 1040.

The exclusion will be pro-rated during the year that the minister moves in or out of the Potomac Conference.

In the year that an ordained/licensed minister is moved to another location the maximum of the appropriate category may be increased by \$3,000 for that year, provided this increase is specifically approved by the committee prior to the move.

The minister must, however, add the parsonage exclusion to his self-employment income to determine the amount of Social Security tax he must pay to IRS.

The following are items that can be excluded from income under the Parsonage Exclusion Policy:

1. Down payment, closing costs, etc., for purchase of home
2. Rent or mortgage payments
3. Utilities expense
4. Furniture purchases
5. Insurance
6. Maintenance and repairs
7. Taxes
8. Pest control and lawn care

## **PAYROLL ADVANCES**

Non scheduled payroll advances are strongly discouraged. Administrative Committee approval is required for all non scheduled payroll advances.

All employees are eligible to receive a regular "mid-month advance". This can be done by a request to the Treasury department. The "mid-month advance" is calculated as half of seventy-five (75%) of the employees estimated monthly net pay.

## **POST RETIREMENT SERVICE (X 45)**

When a participant of the defined benefit Retirement Plan receives remuneration from a denominational organization, the following regulations shall apply:

- 1. Maximum Remuneration** – Organizations engaging the services of regular participants may remunerate them at rates that may be mutually agreed to under the following conditions:
  - A. Mileage and other travel expenses may be reimbursed.
  - B. There shall be no addition to the beneficiary's service record unless the service is considered full time and the beneficiary is not longer receiving retirement benefits.
  
- 2. Remuneration Ceiling** - The remuneration of a denominationally employed participant who is also the recipient of a government retirement program (such as Social Security) which imposes a ceiling on earnings, shall not exceed the annual permissible earnings without penalty. There is no limitation on earnings starting with the month the employee reaches full retirement age. Mileage and other travel expense may, however, be reimbursed.
  
- 3. Denominational Employment** – Retired participants in the Seventh-day Adventist Retirement Plan of the North American Division may be employed on a part time basis without the loss of retirement benefits in accordance with Z 20 05-5 (Appendix I). Employment by a participating employer on a full time basis renders the participant ineligible to receive benefits from the Retirement Plan, except for those participants more than 70 ½ years of age receiving benefits in accordance with NAD Z 20 05 4 (b). Benefits may be reinstated when the employee ceases full time employment again.

## POTOMAC PARTNERS

The churches of Potomac Conference have approved a plan called "Potomac Partners." This plan provides funds for the following projects:

- A. Church Growth:
  - 1. Church Building 35.00%
  - 2. Evangelism 15.00%
  
- B. Youth Ministries:
  - 1. Education 30.00%
  - 2. Youth/CBR 20.00%

To request funds for building or renovating, see Policy B-2, Building/Renovating Appropriations.

## **PURCHASE OF A HOME**

Employees of Potomac Conference who may be in the market to purchase a home either as a first-time home buyer or for sale of current home with plan to purchase another, are asked to first review their intent to purchase with Potomac Conference Administration. The purpose of this review is to facilitate discussion of Conference officers and employees regarding plans/assignments that may be forthcoming.

Interns, prior to going to Seminary, are counseled not to purchase a home. Pastors who have been in a district five or more years should not be buying a home without first reviewing their intent to purchase with Conference Administration.

In selecting a home for purchase, it should be kept in mind that the intent is for the employee to live within the community they serve. Location of employee's home should not prohibit work of the church or school.

## **REMUNERATION PLAN**

Employees are remunerated by applying the employee's wage scale category percentage to the current wage factor as voted by Annual Council.

### **Increments**

Each January, if you have not reached the maximum in your wage category, you may receive an increment. This depends on your performance evaluation.

Increments due to ordination are as follows:

A licensed minister's maximum in the wage scale is 96%. At the time of approval by Columbia Union for ordination/commissioning, the minister is raised to 97% effective the first of the month following union approval.. Six months later the rate goes to 99% and 12 months later, the 102% maximum ordained minister rate is reached.

Cost of living increases are generally granted on July 1 as voted by the previous Annual Council and voted by the Columbia Union Conference Committee and the Potomac Conference Committee.

**RETIREMENT ALLOWANCE PROVIDED  
BY EMPLOYER (Z40, X45 12)**

**R-2**

Employees who have earned at least 1,000 hours or the equivalent of one-half year of service credit during each of the two years immediately preceding his/her admission to the Plan and go directly from active service into retirement shall be granted a retirement allowance by the Retirement Plan. Employees who qualify for retirement benefits shall be granted the retirement allowance even though their spouse elects the spouse allowance. The retirement allowance is not termination pay but is a retirement benefit provided as the time the participant is eligible for retirement benefits according to the following provisions:

1. **Amount** – The maximum allowance shall be equivalent to five months (865 hours) remuneration (including wages and cost of living adjustment, but not including travel allowance) for employees with 40 years of service credit prior to January 1, 2000. For those with less than 40 years the allowance is equivalent to 12.5 percent of a month's remuneration for each year of service credit prior to January 1, 2000. (See Y 46 12 for retirement allowance based on denominational employment after December 31, 1999.) Prior receipt of a Termination Settlement (See Y36) shall not jeopardize or reduce the Retirement Allowance payable after December 31, 2004. In the case of part time employment immediately prior to retirement eligibility, the Retirement Allowance is calculated at the employee's current remuneration percentage or rate based upon full time-service.
2. **Disbursement** – The retirement allowance under the **defined benefit** plan is disbursed by the General Conference Retirement Plan in a lump sum at the time retirement benefits begin, and upon the request of the participant, may be rolled into a qualifying IRA or other vehicle. The allowance earned under the **defined contribution** plan is paid by the employer directly to the employee.
3. **Credit** – The retirement allowance does not entitle a participant to any additional service credit.
4. **Disability** - Receipt of disability benefits from the Employee Disability Income Plan (see NAD Y 33) shall not jeopardize or reduce a Retirement Allowance payable after December 31, 2004.

## RETIREMENT PLAN

The North American Division of Seventh-day Adventists administers retirement plans for its employees. On December 31, 1999, the defined benefit plan was frozen. In its place, the Adventist Retirement Plan, a defined contribution plan was initiated. This plan allows both the employer and the employee to set funds aside for retirement. Upon retirement, vested employees with service in both plans will receive benefits from both plans.

### **Eligibility Requirements for the Adventist Retirement Plan:**

To be eligible for benefits in the ARP, you must:

1. Be employed in a job that your employer designates as half time or more.
2. Be at least 20 years of age.
3. Be employed in a position that is expected to last longer than 5 months when employment is begun.

### **Applying for benefits from the NAD defined benefit retirement plan:**

Processing of retirement applications is done at the local conference level. Approximately 4 months before your retirement date, contact the Conference Human Resources Department for an estimate and start of the application process.

### **Early Retirement:**

A vested employee who has attained age 59 ½ may retire at any time prior to his/her normal retirement age and thereupon shall be entitled to receive a retirement benefit in a monthly amount starting on the first day of the month following the date of his/her actual retirement from employment or the first day of the month after he/she attains the age of 59 ½, if he/she is not in denominational service at that time. **A reduction in retirement benefits shall apply in accordance with NAD Z 35-05-1, if such early retirement begins after December 31, 1999.**

### **Social Security and Medicare:**

The Social Security administration recommends that you talk to a Social Security representative in the year **before** the year you plan to retire. In no case should you delay signing up for Social Security benefits beyond 3 months before you expect to retire, or 3 months before your 65<sup>th</sup> birthday if you plan to continue working.

If you have not opted out of Social Security, you are eligible for Medicare at age 65 whether you receive Social Security retirement benefits or not and whether you are retired or still working. **If you are retiring at age 65, apply for both Part A and Part B coverage. After age 65, if you decide to continue full time employment and delay retirement, apply only for Medicare, Part A.** Please talk with your Social Security representative regarding the special rules relating to this.

*Please contact the Conference Human Resources Department for any retirement related questions or for estimates of benefits.*

## **SABBATICALS**

The Sabbatical policy is currently under review until 2011. No requests are being considered at this time.

## SEMINARY STUDENT ALLOWANCES (R 20)

Seminary students who are sponsored by the Potomac Conference may receive benefits as follows:

1. Monthly stipend as voted by Annual Council and the Potomac Conference Committee.
2. Health care assistance according to Potomac Conference policy.
3. Tuition assistance for dependent children according to Potomac Conference policy (See Tuition Assistance Policy).
4. Seminary students who are **in the field and then sent to the seminary** may receive the following moving allowances:
  - A. Moving van charges or other freight charges as approved by the Potomac Conference HR Department for personal household goods (receipts required).
  - B. Mileage at the current rate by direct route from the field assignment area to the seminary for one or two automobiles.
  - C. Food allowance at the regular per diem rates for the seminary student and family based on 500 miles per day (receipts not required).
  - D. Road, bridge, tunnel tolls as incurred by one or two automobiles (receipts not required).
  - E. Reasonable lodging expenses for the seminary student and family (lodging bills required).
5. Seminary students who are **returning to the field from the seminary** may receive the following moving allowances:
  - A. Moving van charges or other freight charge as approved by the Potomac Conference HR Department for personal household goods (receipts required).
  - B. Moving Allowance (When returning from Seminary, but not when going to Seminary).
  - C. Mileage at the current rate, by direct route from the seminary to the field assignment for one or two automobiles.
  - D. Food allowance at the regular per diem rate for the seminary student and family based on 500 miles per day (receipts not required).
  - E. Road, bridge, tunnel tolls as incurred for one or two automobiles (receipts not required).
  - F. Reasonable lodging expenses for the seminary student and family (lodging bills required).
  - G. Miscellaneous moving allowances per policy (see Moving Allowance policy).
6. While participating in an evangelistic campaign, the seminary student may be granted an amount equal to 8% of Remuneration Factor per week for up to six weeks.
7. Employee survivor benefits – See employee Survivor Benefits policy.

## **SERVICE RECORDS (D 45)**

The Potomac Conference is responsible for obtaining and keeping a service record for each employee. The service record for the defined benefit plan is kept on a standard form prepared by the General Conference. This service record form is the official copy for all service earned through December 31, 1999. Service under the defined contribution plan is recorded on the computerized record. The computerized record is the official record of service for all employees who are issued W-2 forms after December 31, 1999, except student labor in educational institutions, casual employees, and summer camps. Substitute teachers paid on an hourly or daily basis are considered casual employees.

When an employee is transferred from one denominational organization to another, the employing organization makes a copy of the service record for its files and forwards the original copy and transfer disk to the new employing organization.

When an employee discontinues denominational service for other than retirement reasons, the employing organization shall record an appropriate action relating to the employee's discontinuance of service and particulars of any financial settlement made on the original copy of the service record and shall keep it in the files.

When an employee who is eligible to receive benefits from the Retirement Fund retires permanently from denominational service, the manual and computerized service records shall be forwarded to the Retirement Committee along with the Retirement Application.

In harmony with North American Division policy, each employee is given a copy of his/her accumulated service record bi-annually.

## **SEXUAL MISCONDUCT IN CHURCH RELATIONSHIPS INVOLVING DENOMINATIONAL EMPLOYEES OR APPROVED VOLUNTEERS – MODEL PROCEDURES (D80)**

**Introduction – 1. *Appearances of Wrongdoing*** – Denominational employees and volunteers shall exemplify a Christ-like life and avoid all appearances of wrongdoing. They must not engage in behavior that is harmful to themselves or others. Denominational employees and volunteers should respect every individual. To do otherwise is not consistent with the Christian life.

**2. *Violations of Christian Principles*** – Sexual Misconduct is a violation of Christian principles. Sexual Misconduct is never condoned by the Seventh-day Adventist church. Denominational employees and volunteers are entrusted with sacred responsibilities which include refraining from Sexual Misconduct. It is expected that persons functioning in these roles will not engage in such behavior.

**3. *Improper Actions Compromise the Church and Its Message*** - The Church and its message are compromised by improper actions of employees and volunteers. Church organizations seek to respond to situations where Sexual Misconduct. Church organizations also seek to advance the healing and integrity of all persons influenced by its ministry.

**Purpose – 1. *Model Procedures*** – The purpose of this policy is to provide model procedures for use by Church entities that respond effectively to allegations of Sexual Misconduct against denominational employees and volunteers. The North American Division strongly recommends that all local conferences, union conferences, educational and health care institutions, and all other North American Division Church-related entities and boards establish procedures to address Sexual Misconduct.

**2. *Implementation*** – Organizations which adopt these procedures shall inform those responsible for implementation of such procedures. These organizations shall also take reasonable steps to inform members, denominational employees, volunteers, students, and others of these procedures. All church organizations must determine and comply with the abuse reporting requirements of their state or province. If government agencies or authorities become involved in allegations pertaining to Sexual Misconduct, all individuals are reminded of their duty to cooperate.

**3. *Policy Limitations*** – This policy is not intended to supersede any conflicting provisions in existing personnel policies, valid contracts, or any provisions of the *Seventh-day Adventist Church Manual*. In the event of any such conflict, the organization or entity enacting procedures to address Sexual Misconduct should consult legal counsel to eliminate the conflict.

**4. *Unusual Situations*** – Further, this policy will not address every Sexual Misconduct situation that may arise in a given territory. It is expected that the officials of North American Division entities using these procedures will consult their attorneys, executive committees, and boards when an area of conflict arises that is not specifically addressed in these procedures.

## SEXUAL MISCONDUCT, Cont'd

### Definitions:

1. *Accuser* – Any person, regardless of church membership, alleging Sexual Misconduct by a Denominational Employee or Volunteer of a local entity or administration. An Accuser may also be a minor's parent or guardian, or any other representative recognized by the Sexual Ethics Committee (SEC), or the legal representative of an incompetent adult.
2. *Accused* – A Denominational Employee or Volunteer who is alleged to have committed Sexual Misconduct while in the course and scope of his/her employment or volunteer status.
3. *Administration* – The Executive Officers of the Local Entity, also referred to as the Designated Officers.
4. *Church* – For this policy, "church" means the local conference, union conference, or the North American Division, of which the employing or appointing entity or organization is a part.
5. *Concerned Care Practitioner Pool (CCPP)* – A group of Concerned Care Practitioners in a local conference or union conference of the North American Division of the General Conference of Seventh-day Adventists.
6. *Concerned Care Practitioners (CCPs)* – Trained professionals in the areas of theology, counseling, psychology, or other disciplines, who will assist in the process of hearing a complaint. A Concerned Care Practitioner shall serve as an intermediary between the Accuser and the Executive Officers/Administration for the purpose of fact gathering in situations where an Accuser cannot or will not approach the Executive Officers/Administration at the local level.
7. *Denominational Employee* – Any individual who is employed by a Local Entity.
8. *Designated Officers* – The Executive Officers at the local conference, union conference, institution, or North American Division of which the employing or appointing organization or entity is a part, who is responsible for initiating the procedures set forth in this policy, generally the two or three Executive Officers: (President, Executive Secretary, and Treasurer), whichever is applicable, unless one or more of the Officers is the Accused, in which case it shall generally be the Executive Officers of the next larger administrative body, or in the case of an institution, the Chair, Vice-Chair and a board member selected by the Board of the institution. The Designated Officers shall have the authority to delegate tasks in the procedures of this policy.
9. *Discipline Committee* – The group responsible for the discipline of Church employees or Volunteers. The Discipline Committee will normally be determined by the organization's Executive Officers.
10. *Incompetent Person* – A person, who because of health, age, or mental capacity, is legally unable to consent.
11. *Local Entity* – The entity at which the alleged act(s) of Sexual Misconduct occurred.
12. *Member Entity* – An entity listed in the Seventh-day Adventist Yearbook as a member of the North American Division of the General Conference of Seventh-day Adventists.
13. *Perpetrator* – An Accused who is determined by the Sexual Ethics Committee (SEC) to have committed Sexual Misconduct.
14. *Response* – A written document(s) prepared by the Accused detailing his/her response to the allegation(s) of Sexual Misconduct.

## SEXUAL MISCONDUCT, Cont'd

15. *Sexual Ethics Committee (SEC)* – The five member committee that is appointed from the Sexual Ethics Pool (SEP) by the Designated Officers to consider complaints.
16. *Sexual Ethics Committee Chair (SEC Chair)* – A member of the Sexual Ethics Committee, appointed by the Designated Officers to assume administrative responsibilities of the Sexual Ethics Committee as necessary.
17. *Sexual Ethics Pool (SEP)* – A group comprised of qualified appointees, from which Sexual Ethics Committees are selected as needed. (See Selection of Sexual Ethics Pool.)
18. *Sexual Harassment* – Any unwelcome sexual advance, request for sexual favors, and/or other verbal or physical conduct, which may include but is not limited to sexually suggestive comments or jokes, crude language, and unwelcome physical contact, which is of a sexual nature:
  - (a) made either explicitly or implicitly a condition of employment or volunteer relationship;
  - (b) used as a basis for affecting those relationships; and/or
  - (c) creates an intimidating, hostile, and/or offensive environment.
19. *Sexual Misconduct* – Improper sexual behavior including any of the following:
  - a) Actual or attempted sexual contact with a minor or with any person where there exists a relationship with inequality of power.
  - b) Actual or attempted rape or sexual contact by force, threat, or intimidation.
  - c) Criminal behavior of a sexual nature.
20. *Submission* – A written document(s) prepared by the Accuser detailing the allegation(s) of Sexual Misconduct.
21. *Victim* – Any individual whose allegation(s) of Sexual Misconduct has been determined by the Executive Officers/Administration or the Sexual Ethics Committee (SEC) to more likely be true than untrue.
22. *Volunteer* – Any individual whose labor or service is requested by and donated to the Church, and who is under the Church's direction or supervision. The existence of a monetary stipend for reimbursement of expenses does not negate Volunteer status.

### **Guiding Principles and Concepts Underlying the Development of This Policy:**

1. *Serious Treatment of Accusations* – All accusations of Sexual Misconduct shall be taken seriously. No accusation shall be dismissed without a response, and all shall be processed in a timely manner. The Accused and the Accuser shall be treated with respect.
2. *Paths for Review* – The Accuser may bring his/her allegations of Sexual Misconduct to the attention of the Executive Officers of the Local Entity or to the attention of the organizational Concerned Care Practitioner.
3. *Presumptions* – The filing or failure to file a complaint or denial shall not be deemed to be conclusive evidence of any issue, but may be considered as part of the evidence received by the Concerned Care Practitioner or the Designated Officers.

## SEXUAL MISCONDUCT, Cont'd

4. *Protection of All Involved* – The confidentiality of those involved, including the Accuser and the Accuser's family, the Accused and the Accused's family, shall be respected.

5. *Discipline* – A Denominational Employee or Volunteer who has engaged in Sexual Misconduct is subject to discipline as outlined in North American Division, *Working Policy, Seventh-day Adventist Church Manual*, applicable personnel policies, or employment contracts.

6. *Expenses* – The expenses incurred to implement this policy should usually be borne by agreement between church entities. The goal of this policy is the protection of the members, the employees, and the mission of the church; therefore, a primary beneficiary of these procedures is the overall church and its members.

6. *Unbiased Consideration* – To protect the integrity of the proceedings outlined in this policy, the designated officer and the members of the SEC shall be free of actual or apparent bias, prejudice, predisposition or conflict of interest that may be material to the issues, proceedings, or individuals involved. Any of these individuals who are or appear to be biased, prejudiced, or predisposed to have a conflict of interest, shall be replaced or excluded from appointment. The discipline committee should also be free of actual or apparent bias, prejudice, predisposition or conflict of interest that may be material to the issues, proceedings or individuals involved.

7. *Unbiased Considerations* – To protect the integrity of the proceedings outlined in this policy, the Designated Officers and the members of the Sexual Ethics Committee (SEC) shall be free of actual or apparent bias, prejudice, predisposition or conflict of interest that may be material to the issues, proceedings, or individuals involved. Any of these individuals who are or appear to be biased, prejudiced, predisposed, or have a conflict of interest, shall be replaced or excluded from appointment. The discipline committee should also be free of actual or apparent bias, prejudice, predisposition, or conflict of interest that may be material to the issues, proceedings, or individuals involved.

8. *Local Entity Issue* – It shall be the recommendation of the North American Division that member entities address issues involving Sexual Misconduct. Such review and discussion should involve procedures in which an Accuser can state the nature and facts that constitute the accusation sufficiently to allow for an examination of the accusation and appropriate action, if factually supported. Such review and discussion may be formal or informal, but it should involve the Executive Officers.

9. *Role of the Concerned Care Practitioner (CCP)* - In situations where the Accuser feels uncomfortable in expressing his/her concerns to the Executive Officers/Administration at the Local Entity or the Accuser will not communicate directly with the Executive Officers/Administration, due to conflict of interest or other unforeseen issues, it shall be the recommendation of the North American Division that a Concerned Care Practitioner (CCP) be made available to the Accuser. Such Concerned Care Practitioner (CCP) shall be to gather facts

## **SEXUAL MISCONDUCT, Cont'd**

from the Accuser and present such facts to the Executive Officers/Administration. The Concerned Care Practitioner (CCP) may be asked to maintain a role throughout any follow up investigation by the Executive Officers/Administration, where applicable, to assist in formulating questions or on any follow up questions that the Executive Officers/Administration may have to assist in resolution.

The Concerned Care Practitioner (CCP) shall not render advice on actions to be considered or conduct an investigation outside fact gathering from the Accuser. The Concerned Care Practitioner (CCP) shall agree to keep the issues revealed through the role of Concerned Care Practitioner (CCP) confidential to the extent permitted by law.

Usually the Concerned Care Practitioner (CCP) will personally meet with the Accuser and listen to the allegations. The Concerned Care Practitioner (CCP) may ask for a written account of the allegations beyond the Submission. Once the Concerned Care Practitioner (CCP) has completed the fact finding, he or she shall report to the Executive Officers/Administration. Such report may be in writing or it may be verbal at the Executive Officers/Administrations' sole discretion.

The Concerned Care Practitioner (CCP) shall advise the Accuser that while the Concerned Care Practitioner (CCP) shall endeavor to respect the Accuser's privacy, the facts revealed shall be reported to the Executive Officers/Administration. The Concerned Care Practitioner (CCP) shall advise the Accuser that copies of any documents prepared or submitted shall be shared with the Executive Officers/Administration.

The Concerned Care Practitioner (CCP) shall advise the Accuser that the Concerned Care Practitioner (CCP) is not an advocate and that there is no counselor/counselee relationship established by their relationship. The relationship is simply for the purpose of fact gathering by a neutral third party removed from the Executive Officers/Administration and that such facts gathered shall be reported to the Executive Officers/Administration.

Once the Concerned Care Practitioner (CCP) has completed the fact gathering task, the Concerned Care Practitioner (CCP) shall report to the Executive Officers/Administration in a timely fashion and consistent with this policy. The Concerned Care Practitioner (CCP) shall thereafter, have no involvement in subsequent actions by the Executive Officers/Administration unless asked to provide additional assistance solely by the Executive Officers/Administration.

## SEXUAL MISCONDUCT, Cont'd

**Selection of Concerned Care Practitioners Pool (CCPP) – 1)** The Concerned Care Practitioners Pool (CCPP) shall be selected by the local conference, union conference, or division executive committee and to the extent practicable, reflect the diversity of members. In small rural areas where a Concerned Care Practitioners Pool (CCPP) may not have sufficient members from which to select a pool, the next larger organization should be considered to provide assistance.

2) *Members Qualifications* – Members selected to serve on the Concerned Care Practitioners Pool (CCPP) shall:

- a) Be members of a local congregation in regular standing;
- b) Be free of predisposition, bias or conflict of interest that may be material to the proceedings or issues involved; and
- c) Have knowledge of the subject of Sexual Misconduct.

3) *Confidentiality Agreement* – Confidentiality of the Concerned Care Practitioners Pool (CCPP) is of utmost importance. Each member of the Concerned Care Practitioners Pool (CCPP) shall sign a confidentiality agreement from the entity where he/she is serving to ensure that the member understands the duty, extent, and nature of confidentiality.

4) *Indemnification Letter* – Each member of the Concerned Care Practitioners Pool (CCPP) shall receive an indemnification letter from the entity where he/she is serving, holding him/her harmless from suits that may arise from that service.

**Procedures for the Concerned Care Practitioners (CCPs)- 1)** Once the Executive Committee/Administration at the local level becomes aware of an allegation of Sexual Misconduct, they shall notify the Accuser of his or her option to present the details of the accusation to the Executive Officers/Administration or to meet with a Concerned Care Practitioner (CCP) who shall, thereafter, present the facts discovered to the Executive Committee/Administration of the Local Entity.

2) The Accuser shall within ten (10) business days, elect either the Executive Officers/Administration or a Concerned Care Practitioner (CCP) for communication purposes. Election shall be in writing to the Executive Committee/Administration. If so election is made, the Executive Officers/Administration will assume that the Accuser will work directly with the Executive Officers/Administration and the Concerned Care Practitioner (CCP) shall not be made available. A list of three members from the Concerned Care Practitioners Pool (CCPP) shall be provided to the Accuser from which to select. If a Concerned Care Practitioner (CCP) is elected, the Executive Officers/Administration shall assign the matter to a member of the Concerned Care Practitioners Pool (CCPP). Such assignment shall include a copy of the written submission. It may include a summary of the problem prepared by the Executive Officers/Administration as well.

## SEXUAL MISCONDUCT, Cont'd

- 3) Once the Accuser makes his or her election, the Accuser shall submit a Submission of the facts supporting the accusation. The Accuser shall be advised that the Submission is not confidential and may be shared with interested parties. The Accuser shall be advised that a Submission is required.
- 4) If a Concerned Care Practitioner (CCP) is elected, the Accuser shall meet with the Concerned Care Practitioner (CCP) to further explain the content of the Submission or answer any questions the Concerned Care Practitioner (CCP) may have. The Concerned Care Practitioner (CCP) will, thereafter report the facts to the Executive Officers/Administration. Thereafter the Executive Officers/Administration may inquire into additional facts, but shall not contact the Accuser, except through the Concerned Care Practitioner (CCP). Moreover, the Concerned Care Practitioner (CCP) shall not conduct an investigation beyond contact with the Accuser.
- 5.) If the Accuser elects to work with the Executive Officers/Administration, the Executive Officers/Administration shall read the Submission and meet with the Accuser. Thereafter, additional investigation may take place where appropriate including following up with the Accuser.
- 6) Once the investigation, if any, is complete, the Executive Officers/Administration may act or refrain from acting based on the strength of the facts discovered and the nature of such facts. Any such action, such as employee discipline, shall conform to the relevant policies and processes of the Local Entity.
- 7) The Accuser shall agree to hold the Concerned Care Practitioner (CCP) harmless from any and all liability.
- 8) If the Executive Officers/Administration, after attempting to address the issue of Sexual Misconduct at the Local Entity, believes that the issue remains unresolved, then the Executive Officers/Administration, in its sole discretion may engage a Sexual Ethics Committee (SEC) as set forth in North American Division *Working Policy E 87*, beginning with the selection of the organizations Sexual Ethics Pool (SEP) if one has not already been selected.

**Selection of Sexual Ethics Pool (SEP)** 1) If deemed necessary by the Designated Officers, the Sexual Ethics Pool (SEP) shall be selected by the local conference, union conference, or division executive committee and to the extent practicable, reflect the diversity of members.

2. *Member Qualifications* – Members selected to serve on the Sexual Ethics Pool (SEP) shall:
  - a) Be members of a Seventh-day Adventist congregation in regular standing;
  - b) Be free of predisposition, bias or conflict of interest that may be material to the proceedings or issues involved; and
  - c) Have knowledge of the subject of Sexual Misconduct.
3. *Confidentiality* – Confidentiality of the Sexual Ethics Pool (SEP) is of utmost importance. Each member of the Sexual Ethics Pool (SEP) shall sign a confidentiality agreement from the entity where he/she is serving to ensure that the member understands the duty, extent, and nature of confidentiality.

## SEXUAL MISCONDUCT, Cont'd

4. *Indemnification Letter* – Each member of the Sexual Ethics Committee (SEC) shall receive an indemnification letter from the entity where he/she is serving, holding him/her harmless from suits that may arise from that service.

### Preliminary Process for a Sexual Ethics Committee (SEC)

1. *Activate the Process* – Upon receiving a report or learning of alleged Sexual Misconduct by an employee or Volunteer, the Accused's immediate supervisor or chief administrative officers of the institution or entity involved shall activate the appropriate process as outlined if other attempts at resolution have not been successful.
  - a) For allegations, suspicions, or knowledge of current child Sexual Misconduct (abuse)
    1. Notify the Designated Officers of the report or knowledge; and
    2. Immediately report all allegations or knowledge of child Sexual Misconduct/abuse to local authorities as necessary to comply with applicable child abuse reporting statutes, and to Adventist Risk Management, Inc. and applicable liability insurance carriers;
    3. Inform the individual of the accusation, allegation, or suspicion of child sexual abuse; and an appropriate individual may be made available to the Accused early on in the process to serve as an interpreter of the process. This appropriate individual shall explain to the Accused the process to be followed in response to the complaint.
    4. Review – *Response in Situations Involving Minors*, for more information regarding situations involving minors. (See E87 10-2, *Implementation*, for information on cooperation with government agencies and authorities).
  - b) For child Sexual Misconduct alleges to have taken place in prior years when the Accuser was a minor
  - c) For Sexual Misconduct alleged to have taken place when the Accuser and Accused are adults. In a, b, and c, complaints should be lodged with and addressed by the organization where the employee/volunteer currently serves.
2. *Integrity of the Affected Entities* – The Designated Officers shall take steps to maintain the integrity of the affected institution or entity and those involved in the dispute. This may include recommending to the disciplinary body that the Accused be placed on administrative leave with pay and without prejudice, or that a Volunteer be prohibited from carrying on his/her volunteer duties... Under such circumstances, the Accused shall not engage in any church-related duties until the investigation has been concluded and findings have been issued. Other prudent courses of action must also be considered.

**SEXUAL MISCONDUCT, Cont'd**

- 3. *Meet With the Accuser* – When notified, the Designated Officers shall immediately convene a meeting with the Accuser to :
  - a. Hear the allegations.
  - b. Request the Accuser to file a written complaint which shall include the name of the Accused, details including the date(s), place(s), nature of the offense(s), and verification by the Accuser. The complaint shall be verified as follows:

I, \_\_\_\_\_, do verify and affirm that the factual accusations of Sexual Misconduct are true and correct to the best of my knowledge.

Dated this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,

At \_\_\_\_\_  
(City)

\_\_\_\_\_  
(State or Province)

\_\_\_\_\_  
(Signature of Accuser)

\_\_\_\_\_  
(Signature of Designated Officer/Administrator)

- c. Inform the Accuser that the facts gathered from the written complaint and/or verbal statements, and his/her name will be disclosed in discussion with the Accused.
- d. Request the Accuser to appear before the Sexual Ethics Committee (SEC), if applicable, and
- e. Explain to the Accuser the process to be followed in response to the complaint and provide a copy of this policy.
- f. Report the initiation of these proceedings:
  - 1) For an Accused employee; to the Accused's employing entity or organization and the local conference, union conference, or the North American Division of which it is a part; or
  - 2) For a Volunteer; to the Accused's appointing organization and the church board of the congregation of which the Volunteer is a member.

**SEXUAL MISCONDUCT, Cont'd**

g. Explain to the Accuser that if the Accuser at any time chooses not to participate, the process shall continue if there appears to be sufficient evidence to believe that an act of Sexual Misconduct may have occurred.

4. *Meet With the Accused* – As soon as practicable, the Designated Officers shall convene a meeting with the Accused to:

- a. Discuss the allegations made in the verified written complaint.
- b. Explain to the Accused the process to be followed in response to the complaint and provide a copy of this policy; and
- c. Request that the Accused submit a verified written Response to the complaint and

discuss with the Designated Officers any additional verbal response the Accused may wish to have considered. The written Response shall be verified as follows:

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

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,

At \_\_\_\_\_  
(City)

\_\_\_\_\_  
(State or Province)

\_\_\_\_\_  
(Signature of Accused)

\_\_\_\_\_  
(Signature of Designated Officer/Administrator)

d. After meeting with the Accused, the Designated Officers shall review all of the facts and issue a decision; \*such as in a case where the facts are not disputed by the Accused), or if necessary, begin the process of selecting the five-member Sexual Ethics Committee (SEC).

5. *Investigative Process Omitted* – Should the Designated Officers alone, or in consultation with the organizations' administrative leadership or with the selected Sexual Ethics Committee (SEC) members and the concurrence of a majority of those members, determine that the allegations of the Accuser are of a nature that could be best resolved between the parties, and there is no factual dispute, then the investigative process may be omitted, provided the Accuser, Accused, and the applicable disciplinary body agree. The notification procedure contained in the decision process, and the disciplinary process, shall be followed as necessary. Should this process not be successful, the matter shall be referred back to the Designated Officers, who shall then initiate the investigative process.

## SEXUAL MISCONDUCT, Cont'd

**Investigative** – The Sexual Ethics Committee (SEC), meeting as a group only, may be enlisted to investigate the allegations through information and documentation from the Accuser, the Accused, and other appropriate sources. At its discretion, the Sexual Ethics Committee (SEC) may meet with parties and witnesses, receiving and consider written documents, photographs, and other relevant materials; consider any court or administrative proceedings, including criminal convictions and pleas; and may determine the manner and form in which such evidence is received. Because these proceedings are administrative in nature, if the Sexual Ethics Committee (SEC) is involved, it shall have complete control over the hearing format including whether cross-examination of parties will be prohibited, and what evidence will be admitted.

1. *Convene Meeting of All Parties* – After reviewing the verified written complaint (Submission) of the Accuser and the Response of the Accused, the Sexual Ethics Committee (SEC) may convene a meeting of the parties to gather information to determine whether the factual allegations as set forth in the verified written complaint were more likely to be true than untrue.

a. The parties may bring other persons who have knowledge of the allegations and who may provide statements under oath. The Sexual Ethics Committee (SEC) may hear and consider the allegations and receive any such additional evidence necessary to support or defeat the verified written complaint. Written statements if requested from either party, should have notarized signature, as provided for in the written complaint and denial.

b. Members of the Sexual Ethics Committee (SEC) may ask questions as necessary. The Sexual Ethics Committee (SEC) may, upon a determination of good cause, prohibit cross-examination of parties or witnesses. If cross-examination is not allowed, the Sexual Ethics Committee (SEC) may accept written questions from the Accused or Accuser, and the Sexual Ethics Committee (SEC) may question the party(ies) or witness(es) protected from cross-examination.

2. *Attendance at Meeting of Sexual Ethics Committee (SEC)* – Once the Sexual Ethics Committee (SEC) is convened by the Executive Officers/Administration to take jurisdiction over a case and the Sexual Ethics Committee (SEC) members, the Accuser, the Accused, as well as the parents/guardians, or legal representatives of a minor or an incompetent adult, and with permission of the Sexual Ethics Committee (SEC) qualified therapists of the Accuser and/or the Accused, or legal counsel of the Accuser or the Accused, may attend the Sexual Ethics Committee (SEC) meetings. Any other individuals may attend only upon invitation of the Sexual Ethics Committee (SEC), consent of both parties, or while giving testimony or providing other evidence. The Sexual Ethics Committee (SEC) may seek counsel and advice from therapists, attorneys, or any other experts to assist the Sexual Ethics Committee (SEC) in its investigation of the charges or administration of the proceedings.

3. *Additional Meetings of Sexual Ethics Committee (SEC)* – The Sexual Ethics Committee (SEC) may convene additional meetings as may be necessary to fulfill its duties and responsibilities. Reasonable efforts will be made to provide notice to both the Accuser and the Accused of these meetings.

## SEXUAL MISCONDUCT, Cont'd

4. *Witness Invitation or Recall* – The Sexual Ethics Committee (SEC) may invite or recall witnesses on its own initiative or at the request of the Accuser or the Accused as often as is necessary to determine the facts.
5. *Recording of Sexual Ethics Committee (SEC) Meetings* – The Sexual Ethics Committee (SEC) meetings shall not be recorded by videotaping, audiotape recording, or the preparation of a verbatim transcript by a court reporter or stenographer.
6. *Reporting of Verdict* – Upon any criminal disposition adverse to the Accused, whether by verdict or pleas of guilt or no contest, of charges based upon Sexual Misconduct, the Sexual Ethics Committee (SEC) shall presume the allegations involving the disposition substantiated and the Designated Officers shall report the finding to the disciplinary body for appropriate disciplinary action. A finding of not guilty in the criminal court will not of itself affect the process, findings, or disposition under this policy.
7. *Uncooperative Accuser* – If the Accuser at any time chooses not to cooperate, the process shall continue if there appears to be sufficient evidence to believe that an act of Sexual Misconduct may have occurred.
8. *Resignation of Volunteer* – If the Accused, Volunteer chooses to resign his/her membership and volunteer position, the Sexual Ethics Committee (SEC) shall consult with and seek the advice of an attorney regarding legal issues concerning continued disciplinary action against the Volunteer.

**Decision Process** – If it is determined that the Sexual Ethics Committee (SEC) needs to hear a case, it shall then determine whether the charges contained in the Accuser's complaint are supported by evidence showing that the charges are more likely than not to be true. Unless otherwise agreed to by the parties in writing, if applicable, the Sexual Ethics Committee (SEC) shall issue a finding within thirty (30) business days from the date of the final hearing.

1. *Sexual Ethics Committee (SEC) Actions* – Based upon its conclusion, the Sexual Ethics Committee (SEC) shall take one of the following actions:
  - a. If the allegations of Sexual Misconduct are found to be more likely untrue than true, no further investigatory action shall take place, and reasonable efforts shall be made to exonerate the Accused and clear his/her name, including placing the Designated Officers' or the Sexual Ethics Committee (SEC) findings in the Accused's personnel file, if applicable. These findings may also be placed in the Accuser's records as appropriate. The Sexual Ethics Committee (SEC) and the Designated Officers shall communicate and explain the Sexual Ethics Committee (SEC) findings with the Accuser and the Accused, separately. All entities or organizations which were notified of the initiation of these proceedings, shall also be notified of the Sexual Ethics Committee (SEC) findings to the satisfaction of the Sexual Ethics Committee (SEC) in consultation with the Accused.

## SEXUAL MISCONDUCT, Cont'd

b. If the allegations of Sexual Misconduct are found to be more likely true than not, the Sexual Ethics Committee (SEC) shall report its findings to the Designated Officers, who shall relay the findings to the appropriate disciplinary body. Upon request, the Sexual Ethics Committee (SEC) may make its members available to meet with the Discipline Committee. All entities and organizations which were notified of the initiation of these proceedings, shall also be notified of the Sexual Ethics Committee (SEC) findings.

**Disciplinary Process – 1.** *Factors to Consider* – The Discipline Committee shall consider the following factors in determining the appropriate discipline:

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

2. *Discipline May Include* – Based upon these factors, discipline shall be imposed, and may include one or more of the following:

- a. Educative warning
- b. Written reprimand
- c. Public censure
- d. Mandatory counseling
- e. Suspension and/or
- f. Termination of employment or volunteer relationships
- g. Require that the Perpetrator reimburse the expenses incurred by the parties or the Sexual Ethics Committee (SEC), or
- h. Any other discipline determined to be appropriate by the disciplinary committee

3. *Discipline Committee to Communicate with All Parties* - The Discipline Committee or its designated representative(s) will communicate with the Victim(s) and the Perpetrator, separately, to explain the action(s) taken.

4. *Personnel File Record* – If the Perpetrator is an employee of a church entity, the Designated Officers shall ensure that notations have been placed in his/her personnel file that a complaint had been made, and that the findings of fact and the action taken by the Discipline Committee are placed in the personnel file.

5. *Volunteer Perpetrators* - If the Perpetrator is a Volunteer, the findings of fact and any action taken by the Discipline Committee or the Sexual Ethics Committee (SEC) shall be reported by the Designated Officers to the church entity or organization which appointed him/her as a Volunteer and to the church board and local conference in which he/she holds membership.

## SEXUAL MISCONDUCT, Cont'd

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

1. *Response to the Accused* - The following appropriate responses to the Accused may take place:
  - a. Implement Discipline Committee action.
  - b. Remove the Accused employee from service, if applicable.
  - c. Assuming continuation of employment is possible, require therapeutic counseling and/or treatment to be utilized in combination with any of the responses listed above. A therapist who is qualified to deal with Sexual Misconduct, and who is sensitive to issues of professional ethics, should be selected by the Accused and approved by the Designated Officers. Assistance shall be made available for the spouse and family where needed and approved. The therapy requirement shall be clearly communicated and monitored as appropriate.
  - d. For minor offenses where it is concluded that the Accused is sufficiently capable of effective service again, possible reinstatement of the Accused shall be dependent upon the recommendation(s) of the therapist, supervisor, and members of the Discipline Committee.
  - e. Limit the service of the Accused during the rehabilitation process and appoint a trained supervisor to monitor his/her duties. Any such rehabilitation plan needs to be approved by a qualified therapist to protect other potential Victims.
2. *Response to the Accuser(s)* – a. Advise the Accuser of the Discipline Committee action.
  - b. A list of qualified therapists shall be provided to the Accuser(s) to be utilized at his/her/their choice. While this does not imply financial responsibility on the part of the organization, financial support for this purpose may be offered without implying guilt.
3. *Response to the Congregation, Institution, or Church-related Entity* – a. The Designated Officers of the Discipline Committee shall meet with the officers of the conference, church, institution, or church-related entity to communicate the results of the hearing process. At this meeting special attention shall be given to the disciplinary action taken and its implication.
  - b. A trained resource person shall be made available to assist the institution or congregation in whatever ways necessary to address their concerns and to bring healing.
4. *Response in Situations Involving Minors* – a. In the event that a complaint involves allegations of Sexual Misconduct with a minor, the person who receives the complaint is required by law to:
  - (1) Immediately report the suspicion of sexual abuse against a minor to the local law enforcement authority (i.e. district attorney, child protection services, etc);
  - (2) Proceed with the investigation outlined in this policy.
  - b. If charges are filed involving criminal acts against a minor and the Accused is prosecuted, two members of the Sexual Ethics Committee (SEC) may be assigned to monitor the trial proceedings and report regularly to the commission.

## **SEXUAL MISCONDUCT, Cont'd**

- c. If the Accused is convicted in court of criminal charges against a minor, the Sexual Ethics Committee (SEC) or the Designated Officers shall recommend to the Discipline Committee removal from denominational employment or service.
- d. If the complainant does not choose to pursue a formal written complaint with the conference, the Designated Officers shall continue the investigation if there appears to be sufficient evidence that Sexual Misconduct has occurred such as to cause concern for the well-being of other minors.

**Appeal** – Because Sexual Misconduct policies are developed to make the process as fair and impartial as possible, the findings of the Sexual Ethics Committee (SEC) are considered final, resulting in no further appeals through the church.

**Education and Prevention** – The North American Division, in partnership with Adventist Risk Management, the General Conference Human Resources, and the General Conference Office of General Counsel, seeks to educate employees and volunteers that Sexual Misconduct is disapproved by the Church and violates the law of the land. To carry out this educational goal, the North American Division publishes this policy for its office and field, institutions, boards, and church-related entities and affiliates; develops appropriate instructions/standards for moral conduct and the prevention of Sexual Misconduct; and endeavors to inform all employees, volunteers, and members of the process of bringing a complaint of Sexual Misconduct.

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

**SICK LEAVE  
(SHORT TERM DISABILITY) EXEMPT (SALARIED) EMPLOYEES**

Regular full time exempt (salaried) employees of the Potomac Conference are eligible for full remuneration during any period of medical disability for up to 26 weeks. Under no circumstances, however, will an employee be eligible for disability leave in excess of 26 weeks in any 12-month period.

Regular part time exempt (salaried) employees of the Potomac Conference are eligible for full remuneration during any period of medical disability for up to 4 weeks.

Any leave under this policy must be coordinated with FMLA leave. Procedures for requesting FMLA leaves must be followed when requesting disability leave under this policy.

The first three (3) days of a salaried employee's sick leave need not be reported as disability leave. However, if the disability exceeds three (3) days, the entire period of disability will be counted towards the 26-week or 4-week maximum. **NOTE:** For any medical situation certified by a health care provider of greater duration than three (3) days, FMLA must be applied for.

Employees must notify Treasury (Risk Management) of any benefits that are received from Workers' Compensation. The Potomac Conference will supplement Workers' Compensation benefits so that total benefits equal the regular remuneration of the salaried employee.

Should the employee desire additional personal time away from the job after completion of the disability leave, the employee, in conjunction with the supervisor, may use accrued vacation time to cover part or all of this personal time off.

## **SICK LEAVE**

### **Non-exempt (hourly) Employees (D 65)**

**Employees Who Are Covered** – This Sick Leave Policy shall apply to non-exempt denominational employees excluding those in health care institutions.

**Sick Leave Hours Accrued** – Sick leave time shall accrue based on 2.93 hours for a 76-hour (two-week) pay period (.03855 hour per hour worked); 3.2 hours for an 80-hour (two week) pay period. Regular part time employees shall accrue sick leave time on a prorated basis.

**Division of Sick Leave Time** – Seventy-five percent (75%) of the accrued sick leave time shall be available for short term illnesses and medical/dental appointments. The other twenty-five percent (25%) shall be available for extended illnesses, disability or incapacity. Childbirth is a qualifying incapacity. The accrual rate for employees of the Adventist Book Center is 60% short term; 40% long term.

**Short Term Illness** – The first three (3) work days of any illness or time off for medical/dental appointments shall be charged to the short term sick leave bank. The employee may also access his/her short term sick leave bank to care for members of his/her immediate family who are ill. Immediate family encompasses the employee's spouse, children/step-children, or parents/parents-in-law.

**Carry Over of Short Term Sick Leave Time** – Short term sick leave time may be carried over from one year to the next up to a maximum of 76 hours. Accrued short term time in excess of 76 hours may be transferred to the extended sick leave bank.

### **Extended Sick Leave Time –**

1. Beginning with the fourth (4<sup>th</sup>) work day of an illness, full time pay shall be continued and charged to the extended sick leave time bank until those accumulated hours have been exhausted.
2. To qualify for this benefit, the employee must be under the care of a physician and submit a physician's certificate stating the nature of the illness, disability or incapacity. In cases where an employee is hospitalized the provision of paragraph 1. above shall begin on the day of admittance to the hospital. Any leave under this policy should be coordinated, to the extent applicable, with the Family and Medical Leave of Absence policy (FMLA is applicable for medical leave needed of greater duration than three (3) days).
3. In the event that an employee must provide care for an immediate family member with a long term illness that qualifies under the FMLA policy, the employee may, in conjunction with FMLA leave, access his/her extended sick leave time bank for up to four (4) weeks.

### **EXCLUSION: Extended sick leave does not apply to:**

1. Any day during which an employee is entitled to cash benefits for temporary disability under Workers' Compensation or employer's disability laws.
2. Any period of confinement in a public or private institution as a result of an emotional or psychopathic illness arising from addiction to alcohol, drugs, etc.
3. Any period when incarceration is the cause of absence from work.

## **SICK LEAVE (NON-EXEMPT) Cont'd**

**Carry Over of Extended Sick Leave** – Extended sick leave time may be accrued up to a maximum of 1000 hours (26 weeks). Extended sick leave time may not be transferred to the short term bank.

**Non Convertible to Paid Leave** – Extended sick leave shall not be convertible to paid leave or considered as credit payable at the termination of employment.

**Portability** – At the time of termination or transfer, short term sick leave may be paid to the employee. Accrued time shall not be transferred to the new denominational employer, however, extended sick leave may be reported to the new employer at the time of transfer. No payment is to be made to the employer or to the employee for extended sick leave hours.

**Part Time Work After Illness** – An employee who returns to work on a part time basis after an illness or disability shall do so with the permission of the attending physician involved and must submit a written recommendation from the physician regarding the estimated length of such part time work. The actual time worked shall be paid at the regular rate. The balance shall be paid from the extended sick leave bank as long as hours of accrued sick leave time are available. Any provision of the Family and Medical Leave of Absence policy shall continue in accordance with F-1 until the employee has been released by his/her physician to return to full time employment.

**Implementation** – For each full year of service the employee may be credited with 24 hours of short term sick leave time up to a maximum of 48 hours, and with 24 hours of extended sick leave time up to a maximum of 320 hours.

### **Pregnancy Leave –**

1. *Provision* – Pregnancy leave shall be granted on the same basis as extended sick leave in accordance with the Sick Leave policy and the Family and Medical Leave of Absence policy. Eligible employees requesting pregnancy leave are to request Family and Medical Leave of Absence leave. Employees are expected to return to employment as soon as they are physically able to resume their duties. The beginning date and duration of the pregnancy leave shall be in harmony with the advice of the attending physician.
2. *Remuneration* – Beginning with the first day of pregnancy leave, regular remuneration shall be continued and shall be charged to the extended sick leave bank until those accumulated hours have been exhausted. An employee may be remunerated on the foregoing basis whether or not she plans to return to work at the end of the pregnancy leave.
3. *Government Law* – Where government law dictates pregnancy leave policy, the employing organization shall observe those policies.
4. *Post Leave Employment* – An employee returning from pregnancy leave under the Family and Medical Leave of Absence policy will be entitled to reinstatement in her previous job or a job of equivalent pay, benefits and other employment terms and conditions. Upon returning to work, it will be necessary to provide a doctor's medical release.

## **SICK LEAVE (NON-EXEMPT) Cont'd**

5. *Paid and/or Unpaid Leave for the Birth or Care of a Child* – Under FMLA, employees are entitled to up to twelve weeks of paid and/or unpaid leave for the birth or care of a child. However, once the physician has released the employee from medical care, should the employee wish to continue Family and Medical Leave of Absence Leave, any paid leave from the extended sick leave bank would be discontinued, but both male and female employees may access any applicable paid leave available to them.

## **SIDELINES (X 06)**

Conference and institutional employees shall refrain from any sidelines, business or activity, either denominational or extra-denominational which has the effect of diminishing their influence and/or infringing on the time and efficiency of the work to which they are assigned.

Individuals elected or appointed to leadership positions or engaged in missionary type work in conferences or institutions shall normally expect to be subjected to greater scrutiny in the application of this policy. These individuals shall expect to be evaluated by a different measure than employees who are expected to perform acceptably only for specific time periods on a regular schedule

Salaried employees who anticipate receiving additional remuneration beyond their salary on a regular basis for services given, in connection with denominational or extra-denominational assignments, shall do so only with the full prior knowledge of their respective employing organization and where appropriate on the basis of a written agreement.

## **SOLICITATION OF FUNDS (P 40)**

No conference, church, institution or self-supporting enterprise, without special counsel and arrangement, is to plan work requiring solicitation of funds from outside its own territory. Any solicitation within its own territory shall be in harmony with local, Union and General Conference policy.

**Unauthorized Activities** – For the protection of churches from unauthorized teachers and fraudulent and non-denominational solicitation, the following principles and methods are recognized.

1. Ministers and church officers should not grant the privilege of the pulpit to persons who have no recognition or recommendation from the conference.
2. No permission shall be granted to solicit funds either publicly or privately without such recognition.
3. Literature for solicitation purposes shall be provided only to responsible persons.
4. All funds contributed by our people for any cause in response to appeals shall be passed through the regular channels of the church.
5. No authority is granted workers representing special interests in one part of the field to solicit help fro that work in any other part of the field or in any other conference without written authorization from the conference.
6. Conference and church officers shall take such steps as may be necessary to prevent unauthorized or illegal public solicitation.

**Ingathering Method** – No campaign other than Ingathering or Campaign for Community shall be conducted for the solicitation of money by Ingathering methods using Ingathering literature and other Ingathering materials, for either home or foreign missions, and local conferences shall take steps as may be necessary to prevent violations of this regulation.

## TERMINATION SETTLEMENT (Y 36)

In order to provide transition funds for an involuntarily terminated **full time regular status** 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.

### Eligibility

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

Eligibility criteria follow:

1. *Closure or reduction* – An employee involuntarily terminated due to a closure of a denominational facility or staff reductions due to financial exigency or enrollment.
2. *Lack of performance* – An employee who is terminated for failing to adequately perform the functions of the job.
3. *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 (X 33).
4. *Not reelected/Reappointed* – An elected/appointed employee who is not reelected/reappointed, and for whom no further assignment consistent with the employee's training and/or experience is offered by a denominational employer.

### Not Eligible

1. *Part time and non-regular status/local hire employees.*
2. *Involuntary termination* – an employee terminated for violation of organizational policies and/or practices regarding misconduct, or for criminal behavior.
3. *Retirement* – an employee who (i) is counseled to resign or terminated, (ii) is eligible for retirement benefits at his/her normal retirement age (as defined in the NAD Retirement Plan) and (iii) begins to receive retirement benefits following his/her cessation of employment.
4. *Resignation* – an employee who voluntarily resigns from employment.
5. *Continued Denominational Employment* – An employee who at the time of execution of the Release called for in Section Y36 30 has been offered comparable employment by another entity as listed in the Seventh-day Adventist Yearbook.

### Service Record

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

## **TERMINATION SETTLEMENT, Cont'd**

### **Settlement**

1. *Payment* – any termination settlement paid under this policy shall be paid by the terminating employer to the eligible employee in a lump sum payment.
2. *Calculation* – the settlement shall be 25% of current monthly wages multiplied by total number of years of denominational service credit up to a maximum of twenty years. Current monthly wages shall include wages and cost of living adjustments, but shall not include area travel or any other allowances.
3. *Independent transfers* – in the case of the termination of an employee who has been voted an independent transfer, the settlement shall be calculated only on years of service earned as a church employee within the territory of the North American Division or as a regularly appointed interdivision employee from the North American Division.

### **Other Benefits**

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

### **Health Care Benefits**

Health care benefit coverage ceases with the effective date of termination.

### **Release**

As a condition of receiving a termination settlement, terminated employees are required to execute the separation agreement of their terminating employer, which shall include, without limitation, a waiver and release of any and all claims against their terminating employer, related organizations, and the officers, agents and employees of the terminating employer. The terminating employer will issue the separate 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.

### **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 national, state, provincial or local laws. Involuntarily terminated teachers under continuous appointment may be eligible for a termination settlement as described in FH 05 25-5 rather than under the terms of this policy.

## **TITHING (D 55)**

Tithing is a basic Biblical principle which speaks to a person's relationship with his Creator. This relationship is ordained of God for the benefit of His children. Systematic and regular tithing yields rich rewards. Among these is the bond which results between a person and his Creator. Another is experiencing the intrinsic satisfaction of giving one's self and one's means to the Lord. Our Lord's promise of special blessings to the faithful tither can be received in no other way.

Seventh-day Adventist denominational employees are to be models in every facet of their lives. Church members should see in church employees a fidelity to basic principles which is unequivocal. Such employees will demonstrate an exemplary commitment to the Lord and the teaching of His Church.

Because of its importance as a principle and the spiritual experience it represents, tithing, like other basic beliefs and practices of the Church, becomes a condition of employment for all credentialed/licensed employees. Consequently, at the time of employment each individual shall be informed in writing of this requirement which includes the expectation of faithfulness in tithing. Employees shall also be informed that their tithing practices are subject to annual review.

If it is determined that an employee is not faithfully tithing, the president of the employing organization shall discuss the matter with the employee in the spirit of pastoral concern and endeavor to help him understand that he is being deprived of a blessing and is following a course that is harmful to this relationship with his Creator.

All denominationally employed Seventh-day Adventists who have been issued a credential/license, members of union and local conference committees and institutional boards, church elders and other church officers are to recognize it as a principle of leadership in God's work that a good example be set in the matter of tithing. A person who does not live up to this standard disqualifies himself from being continued as a church officer, denominational employee or committee member.

God's plan for the support of His work on this earth is through the tithe and freewill offerings of His people. The tithe is the main source of funding for the total proclamation of the gospel to all the world by the Seventh-day Adventist Church. This includes a balanced and comprehensive evangelistic outreach to the public and the spiritual nurturing of church members. Because the tithe is reserved for a special purpose, freewill offerings must provide the funding for many functions of the gospel work.

Through benevolence and liberality the Lord sought to teach His people that in everything He must be first. Building on this in his first letter to the church at Corinth, Paul gave the believers instruction regarding the general principles underlying the support of God's work on earth (I Cor. 9:7-14; CS 65-79; AA 335-337). Ellen G. White confirmed that the tithing plan is of divine origin, is for all time, and is anchored in the Biblical plan of tithes and offerings.

## **TITHING, Cont'd**

The world task entrusted to the Advent Movement calls for both sacrificial and systematic financial support. In recognition of this fact, the Church in its formative years was divinely led to adopt the Biblical plan of tithing as the financial basis of its outreach "to every nation, kindred, tongue and people."

Only conference organizations are authorized to make allocations from tithe funds. The tithe is the Lord's and should be returned to the storehouse, the conference treasury. "Bring ye all the tithes into the storehouse, that there may be meat in mine house, and prove me now herewith, saith the Lord of hosts, if I will not open you the windows of heaven, and pour you out a blessing, that there shall not be room enough to receive it" (Mal 3:10). "The tithe is sacred, reserved by God for Himself. It is to be brought into His treasury to be used to sustain the gospel laborers in their work" (GW 226).

## TRAVEL EXPENSE ALLOWANCE

### In Field

Full time pastors are given a monthly flat allowance which includes mileage at the current mileage rate for the expenses of travel within the area assigned. The allowance is determined as follows:

1 church	1300 miles	x .38 = \$494.00
2 churches	1500 miles	x .38 = \$570.00
3 churches	1600 miles	x .38 = \$608.00
4 churches	1700 miles	x .38 = \$646.00
Associate pastors/interns	1150 miles	x .38 = \$437.00

It is necessary for tax purposes that the employee justify the use of this travel budget. Therefore, the employee should keep a record of miles driven and the location, tolls, lodging and per diem. The Conference can only corroborate for IRS purposes, what is reported on the monthly workers' expense report.

### Tolls

Road, bridge and tunnel tolls are reportable as incurred in the district work.

### Out of Field Travel

Out of field travel is defined as any travel outside of the assigned district of the employee. **An employee desiring reimbursement for out of field travel must first receive approval from either the president, vice president for administration or vice president for finance.** Notation as to which officer approved the trip is to be made in the explanation column on the monthly worker's report. When approval is given, reimbursement for expenses will be as follows:

- Mileage** at the current mileage rate by the most direct route
- Lodging** at actual cost (lodging bills required)
- Meals** actual cost of meals up to the current per diem rate
- Tolls** actual bridge, road, tunnel tolls (receipts not required)
- Parking, taxi and tips** as incurred (receipts not required)
- Air Fare** actual cost of air fare (copy of air ticket required)

Out of field travel that is automatically authorized is as follows:

- Workers' meetings
- Camp Meeting
- Constituency Meetings
- Camp Meeting Planning Committee
- Ordination Committee
- Personnel Committee
- Executive Committee Members and Invitees
- Intern/pastor review meetings
- Orientation day at conference office
- Other meetings as called by the conference president, vice presidents  
or conference committee

## **TRAVEL EXPENSE ALLOWANCE, Cont'd**

### **Mileage Rate – Part Time Pastors**

Part time pastors will be reimbursed at the standard denominational rate on actual mileage up to the limit for their district as follows:

1 church	1300 miles	x .38 = \$494.00
2 churches	1500 miles	x .38 = \$570.00
3 churches	1600 miles	x .38 = \$608.00
4 churches	1700 miles	x .38 = \$646.00

### **Daily Mileage Records**

Employees who receive a monthly flat travel allowance are expected to keep daily records of their budget travel and to report on a daily basis on the monthly report.

### **Evangelistic Meetings**

See Evangelism – Pastoral Assistance E-7

### **Non Conference Related Travel**

Full time Conference officers, departmental directors and associates and pastors may be granted the lesser of 6 trips or 18 days, including travel time but excluding Sundays, for requests for their services outside regular conference related duties. Part time employees may be granted the lesser of 3 trips or up to 9 days per year under the same conditions as above.

### **Travel Allowance for Spouse**

Conference Officers and Vice Presidents who are required to travel regularly may request authorization for his/her spouse to accompany him/her at denominational expense on one authorized trip per year according to the following guidelines:

The following allowances shall be granted:

- Actual lodging expense during time of meeting
- Per diem during time of meeting
- Per diem shall be at the employee and spouse rate

## **TUITION ASSISTANCE FOR CHILDREN OF EMPLOYEES (Y 24)**

1. *Eligible Employees* – Full time employees in administrative, professional, and supervisory positions (those considered to be exempt from Federal and State Wage and Hour Laws), may receive tuition assistance for dependent children who attend denominational schools. Assistance may be granted up to 70% of the tuition and entrance fees for dormitory students, and up to 35% for those not living in a dormitory. ABC employees whose category remuneration factor is 102% are eligible for assistance.

2. *Students Eligible for Tuition Assistance* – To be eligible for this benefit the student in school must be:

- a. An unmarried dependent of a qualifying employee who attends a denominationally-owned and operated school on the elementary, secondary or college level. A fifth year of graduate education can be included for the specific purpose of securing teaching credentials.
- b. Less than 24 years of age unless the student has given compulsory military service, volunteer service for the Church, or has a documented medical consideration.
- c. Eligible to be claimed as a dependent on the employee's income tax return.
- d. Born to, or legally adopted by, the employee and/or spouse or is a stepchild by marriage receiving more than 50% of support from the new family unit.

3. *Method of Payment* – Assistance for students enrolled in an academy or college shall be paid directly to the school. Organizations providing assistance shall make the appropriate arrangement for students attending elementary and intermediate schools.

4. *Assistance* – Assistance on the academy or college level should be calculated on the gross charges for tuition and required fees, according to the current bulletin, before family or other discounts granted by the school. In cases where an employee's church provides a subsidy to cover the differential between constituent and non-constituent tuition rates, the tuition assistance from the employer shall be based on the net tuition expense to the employee. This shall not include charges for private music lessons except where such lessons are required for credit toward music majors or minors, in which case the above percentages may be applied on the basis of the tuition ordinarily charged for an equivalent number of credit hours.

5. *Professional Programs* – Assistance provided for professional programs in medicine or dentistry for students who have not completed their undergraduate studies shall be based on, and shall not exceed, the normal tuition costs for a maximum number of semesters or quarters as listed in 6. below.

6. *Limitation on Assistance* – Assistance shall continue until an undergraduate course of studies is completed. In no case shall this exceed the equivalent of ten semesters or fifteen quarters of undergraduate studies. An additional two semesters or three quarters may be granted only to complete work necessary to secure teaching credentials. Governing committees may also grant assistance of up to an additional two semesters or three quarters for valid undergraduate programs that require a fifth year for graduation.

## **TUITION ASSISTANCE, Cont'd**

7. *Summer Sessions* – Students who attend summer sessions shall be eligible for tuition assistance. Such attendance shall not count against the maximum semesters or quarters referred to in 6. above.

8. *Attending School Outside the Territory* – Assistance may not be granted for children attending elementary or secondary schools outside their territory unless exceptions are authorized by the employing organizations.

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

10. *Attending Schools Outside the NAD* – Students attending denominational schools located outside of North America may be granted the same amount they would receive if attending their home college.

11. *Griggs University (formerly Home Student International)* – Tuition assistance for studies through Griggs University is given after the course has been completed. Tuition assistance is provided on credits that are earned through the College Level Examination. The assistance on both is 35% whether or not the student is residing in a school dormitory.

12. *Exceptions* – This policy is intended to apply only to employee's children who attend SDA denominational schools. Exceptions may be made as follows if approved by the employee's controlling committee:

- a. Attendance at privately operated SDA schools if the school is approved by the union board of education.
- b. In cases where an undergraduate level program of student is not offered in a denominational school in the NAD, the total assistance shall not exceed the amount which would normally be granted for attendance at a denominational school in the student's area.

## **USE OF DENOMINATIONAL PROPERTY (X 07)**

Care should be exercised to avoid entering into any arrangements for use of denominational property which might tend to indirectly increase a denominational employee's regular income above and beyond that of other similarly employed individuals. Examples of this would include such as the regular private use of a denominationally-owned vehicle or other denominationally-owned property or the charging of below normal rental for denominationally-owned housing.

## VACATIONS (D 50)

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

<u>Week</u>	<b>VACATION ENTITLEMENT</b>		
	<u>Per Year of Full Time Service</u>	<u>Per 38 Hr. Week</u>	<u>Per 40 Hr.</u>
During first four-year period hrs.	2 weeks	1.4575 hrs.	1.5385
During next five-year period hrs.	3 weeks	2.1863 hrs.	2.3077
After nine years of service hrs.	4 weeks	2.9151 hrs.	3.0769

A normal work week differing from the 38 hours will require a recalculation of the entitlement accrual rate.

Regular part time employees accrue vacation time on a pro-rated basis. The rate of vacation time accrual shall be on the basis of years of full time equivalency.

Service for vacation accrual purposes shall include days worked, approved sick time, holidays and vacation days. (Seminary time does not apply).

Individuals who become denominational employees after several years of experience in a type of work which would enhance their ability to function more effectively in their work for the denomination may be granted one year of credit toward vacation accrual for each two years of prior service.

**Vacation Time** – Vacation time should generally be taken in the year of accrual. It will be assumed that exempt employees have taken their vacation annually unless a written request is made by the employee to the employer for a carry-over to the following year or a formal reporting/accounting system is in place. Vacation may be used at such time during the year when requested by the employee, approved by the supervisor, and authorized by the appropriate authority. With approval of the supervisor, employees may take unaccrued vacation up to the maximum of their expected accrual. If such employees terminate before the accrual has been restored, the value of the remaining unaccrued vacation that had been taken will be deducted from the final paycheck. Time off for Family and Medical Leave of Absence purposes shall be requested in accordance with the Family and Medical Leave policy.

**Request for Vacation** – Vacation request forms must be filled out and approved before the vacation is taken.

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

## **VACATIONS, Cont'd**

Vacation carry over up to policy limits will be made automatically for hourly employees. Salaried employees are to submit a written request at year-end for any carry over of vacation time.

**Termination or Retirement** – At the time of termination from denominational employment or retirement, all accrued but unused vacation time shall be granted. The maximum shall be up to 150% of the annual vacation entitlement, including current year accrual.

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

## **WORKER'S COMPENSATION INSURANCE (P 50 35)**

The Potomac Conference provides Worker's Compensation insurance for all employees. If an employee is injured during the course of his conference-assigned duties, such should be *immediately phoned* to the Potomac Conference insurance /property manager who will take any necessary action.

Any salary continuation payments made to the employee by the Worker's Compensation insurance carrier are to be returned to the Potomac Conference for such period of time as the worker was continued on full salary and allowances.

Any settlement by Worker's Compensation for personal injuries belongs to the worker.

Any medical bills paid by Worker's Compensation insurance are not reportable under the conference Health Care Assistance policy.

Time off due to Worker's Compensation injury or illness for employees may be coordinated with the leave provisions under the Family and Medical Leave of Absence policy.

## **WORKER'S PERSONAL FINANCE (D 55)**

The standards of the ministry in all things should be maintained on an irreproachable basis, in order that "the ministry be not blamed." (2 Cor. 6:3).

Employees should arrange their personal financial budgets so as to live within their regular income, and where they do not succeed in so doing, they should be advised to resign and take up some remunerative line of business outside of denominational employment.

Tithing is a basic Biblical principle which speaks to a person's relationship with his Creator. This relationship is ordained of God for the benefit of His children. Systematic and regular tithing yields rich rewards. Among these is the bond which results between a person and his Creator. Another is experiencing the intrinsic satisfaction of giving one's self and one's means to the Lord. Our Lord's promise of special blessings to the faithful tither can be received in no other way.

Seventh-day Adventist denominational employees are to be models in every facet of their lives. Church members should see in church employees a fidelity to basic principles which is unequivocal. Such employees will demonstrate an exemplary commitment to the Lord and the teaching of His Church.

Because of its importance as a principle and the spiritual experience it represents, tithing, like other basic beliefs and practices of the Church, becomes a condition of employment for all credentialed/licensed employees. Consequently, at the time of employment each individual shall be informed in writing of this requirement which includes the expectation of faithfulness in tithing. Employees shall also be informed that their tithing practices are subject to annual review.

If it is determined that an employee is not faithfully tithing, the president of the employing organization shall discuss the matter with the employee in the spirit of pastoral concern and endeavor to help him understand that he is depriving himself of a blessing and is following a course that is harmful to his relationship with his Creator.

Employees shall not in any way seek personal gifts from church members. When it is necessary for them to discuss their financial affairs, this should be done with their employing bodies rather than with members of the church.

Employees who continually neglect or refuse to pay their just obligations shall be advised to take up some other line of work.

## **WORTHY STUDENT ASSISTANCE**

Unrestricted Worthy Student funds received by the conference are divided between Takoma and Shenandoah Valley Academies and are managed in full by their respective academies.

Employees who receive education allowance are not eligible for worthy student assistance.