

NORTHERN NEW ENGLAND
CONFERENCE

POLICY BOOK

5/5/15

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Notes:

EMPLOYEE COMMITMENT

Jesus said, "My meat is to do the will of Him that sent me and to finish His work." John 4:34.

Employees of the Northern New England Conference subscribe to this same commitment. It is the desire of each one to properly represent Jesus and the Seventh-day Adventist Church in attitude, philosophy and conduct. For this reason, only employees who are members in good and regular standing of the Seventh-day Adventist Church are employed by the Northern New England Conference.

PURPOSE OF THE POLICY BOOK

The purpose of the Policy Handbook is to describe policies and procedures relating to employment in the Northern New England Conference. Obviously, all details of these policies cannot be included. If questions arise which are not answered here, you are asked to discuss them with the department director and/or one of the conference officers. Although it is our desire to keep employees informed of policy changes, the information contained in this book may at times be subject to change by the Conference Executive Committee without advance notification.

INSPIRED COUNSEL

"Success depends not so much on talent as on energy and willingness. It is not the possession of splendid talents that enables us to render acceptable service; but the conscientious performance of daily duties, the contented spirit, the unaffected, sincere interest in the welfare of others. In the humblest lot true excellence may be found. The commonest tasks wrought with a loving faithfulness, are beautiful in God's sight."

- Patriarchs & Prophets, page 129

"Jesus...was perfect as a workman, as He was perfect in character. By His own example He taught that it is our duty to be industrious, that our work should be performed with exactness and thoroughness."

- Desire of Ages, page 72

INFORMATION

Adventist Book Center Accounts	Adventist Book Center
Adventist Laymen's Services & Industries	Conference President/ASI Representative
Camp Lawroweld Reservations	Youth Department
Church Fund Raising	Stewardship Department
Church School Matters	Education Department
Conference Church Items	Conference Secretary
Conference Committee Requests	Conference Officers
Counsel on Church Problems	Conference Officers
Employee Survivor Benefits	Conference Treasurer
Evangelism:	
• Budgets & Planning	Evangelism Committee Chair
• Evangelistic Supplies	Ministerial Director
• Expense Reports	Conference Treasurer
• Insurance on Equipment	Conference Treasurer
Group Health Plan	Conference Treasurer
Housing:	
• Allowances	Conference Treasurer
• Parsonage Items	Conference Treasurer
Income Tax Items	Conference Associate Treasurer
Insurance:	
• Accidental Death	Conference Treasurer
• Automobiles	Conference Treasurer
• Church & School Properties	Conference Treasurer
• Pathfinder/Adventurer/Camper	Conference Treasurer
• Student Accident	Education Department
• Workers' Compensation	Conference Treasurer
Pathfinder/Adventurer Information	Youth Department
Payroll Information	Conference Associate Treasurer
Religious Liberty Matters	Religious Liberty Director
Servicemen's Problems	Conference President
Special Travel Authorization	Conference Officers
Vacation Requests	Conference President

Wills, Trusts & Legacies

Trust Services Director

Workers' Report Information

Conference Associate Treasurer

Youth Ministries

Youth Department

E:05 CHRISTIAN STANDARDS & CONDUCT

All employment for positions within the Northern New England Conference are on an at will basis. Positions will be filled, subject to adequate finances, by persons best qualified by their Christian spirit, their training, experience, attitude, physical fitness, and other determinable qualifications.

It is the policy of the Northern New England Conference to encourage personal development and advancement according to the capabilities of each individual.

As an employee of the Northern New England Conference, you should be in full harmony with the doctrines of the Seventh-day Adventist Church. You should willingly and conscientiously maintain the high moral and Christian standards that the church represents and at all times be loyal to its principles as illustrated in Standards of Employment below.

E05:02 Standards of Employment

Employees of the Northern New England Conference shall possess certain characteristics and qualifications and shall comply with regulations and policies of the organization as listed below:

- 1) Personal relationship with Jesus Christ, membership in the Seventh-day Adventist Church, and an unreserved commitment to its objectives.
- 2) Careful adherence to the fundamental Bible teachings and standards of the Seventh-day Adventist Church.
- 3) High professional and ethical standards of integrity and confidentiality.
- 4) Willing and consistent loyalty and cooperation.
- 5) Faithful stewardship in matters of tithe, time and talent.
- 6) Careful management of personal finances and meeting all just obligations on a current basis.
- 7) Unreserved commitment and fidelity to Christian service.
- 8) Avoidance of conflicting interests and enterprises in transacting business for, or representing, the Northern New England Conference of Seventh-day Adventist. (See Section A-10)
- 9) Comply with prescribed procedures for resolving conflicts, disputes, complaints, and grievances.
- 10) Comply with all policies of the Seventh-day Adventist Church.

E05:03 Disciplinary & Termination Procedures

We desire to have a working relationship that is enjoyable to all. Occasionally, however, workers desire to terminate their employment, or they may be asked to terminate.

The purpose of the disciplinary policy is to provide a means of addressing unacceptable practices or performances and to assist the employee in correcting the problem and achieving success in the job. If disciplinary measures are to be imposed, it is essential that the supervisor or administrator involved first investigate the facts, maintain confidentiality, use corrective rather than punitive action, and respect the dignity of the employee. In consultation with Treasury, the following steps will be taken by the supervisor and/or administrator, whenever unacceptable practices or performances occur:

- 1) Termination at Worker's Request - If a worker chooses to terminate their services, they are asked to give at least two weeks' written notice to their immediate supervisor(s) and the personnel director.
- 2) Termination - at Employer's Request - If it becomes necessary to dismiss a worker of the Northern New England Conference of Seventh-day Adventists, the following steps may be taken by the Administration:
 - a) Verbal Warning - The immediate supervisor will speak to the employee regarding a problem and explain the corrective action given. A written record of the date, those present, and the content of the discussion will be kept by the supervisor.
 - b) Written Warning - If problems continue, a written warning stating the extent of the problem, suggested course(s) of action, and the time period for resolution will be prepared by the immediate supervisor. Prior to giving the document to the employee the supervisor will have it reviewed by Administration. The written warning will advise the employee of the consequences if the problem continues, and will allow space for the employee's comments, the date, and the employee's signature. The employee will be advised that his signature indicates that the information was discussed and a copy given to him, not necessarily that he agrees with the content of the document. If the employee refuses to sign the document, another supervisor or administrator will sign as a witness that the employee refused to sign but was provided a copy of the document. The original document will be placed in the employee's official personnel file.
 - c) Follow-up Review - At the end of the noted time period during which correction or improvement was expected, Administration will be informed if the desired improvement has not been met. Another meeting between the immediate supervisor and the employee will be held wherein the supervisor will discuss the results or improvement since the initial written warning. A written confirmation of the discussion, agreement and future expectations will be provided to the employee. A copy of the written confirmation will be placed in the employee's official personnel file.
 - d) Additional Discipline - If the desired improvement has not been reached during the time stated on the written warning or follow-up, Administration will inform the appropriate committee of the status of the employee's progress or lack thereof. Upon review of the matter, the committee may choose an appropriate level of discipline, based on the severity of the offense, including but not limited to, administrative

leave(s) with or without pay, suspension, probation or termination. A meeting with the employee will be held in which the employee will be advised of the committee's recommended and imposed action. A letter will be sent to the employee by Administration on behalf of the Committee confirming the discussion of the meeting and stating the disciplinary status, if any. A copy of the letter will be placed in the employee's official personnel file.

- e) Release - If disciplinary or corrective measures have failed to remedy the situation, the employee will be terminated, but may be given two weeks' notice, except in the case of a dismissal for a gross violation.
- f) Dismissal for Gross Violation - This may occur for the following reasons, but not necessarily limited to:
 - 1) Vandalism;
 - 2) Act of Immorality;
 - 3) Chronic Absenteeism;
 - 4) Gross Neglect of Duty;
 - 5) Insubordination;
 - 6) Dishonesty;
 - 7) Incompetence;
 - 8) Illicit use of Drugs;
 - 9) Dismissal from Church Membership;
 - 10) Falsification of Records.
- g) Sexual Offense - When a governing body, e.g., the Executive Committee or the K-12 Board, recommends administrative action against any NNEC personnel who has been found guilty of a sexual offense (sexual abuse, sexual harassment, or sexual misconduct), the conference will adhere to the NAD Negligent Hiring Policy and submit the name of that individual to the NAD Office of Human Relations to be added to the Data Management Services file established for the purpose of preventing negligent hiring.
- h) NNEC Advocacy Service - An employee is entitled to utilize the NNEC Advocacy Service Policy in case of dismissal. Copies of this policy may be obtained from the ministerial director. (NAD Working Policy B 90)
- i) Termination Settlement - Employees who are discharged or are counseled to resign, may be eligible for a termination settlement. (NAD Working Policy X 40)
- j) Financial Exigency - Employees of an organization which is required to reduce staffing because of financial exigency may be granted termination pay.
- k) Computation of Amount - All personnel who have been employed at least two years and not in provisional status may be granted a termination financial settlement equal to twenty-five percent (25%) of one month's remuneration (excluding area travel and all other allowances) for the years of full-time service or fractions thereof, or valid service credit, whichever is less, plus unused earned vacation to which the employee is entitled up to a maximum of six weeks. No more than 20 years of full-time service shall be counted.

- a. The settlement amount shall be paid in a lump sum at the time of termination. If the person begins employment with another denominational organization before the period covered by the settlement has elapsed, the employee will be required to refund to the former employer the portion of the settlement that exceeds the period of unemployment between the two assignments. The new employer shall cooperate with the former employer in affecting this refund.
- b. In the case of an independent transfer, the settlement shall be calculated on only years of service earned as a church employee within the territory of the North American Division or as a regularly appointed missionary from the North American Division. The settlement for teachers shall be based on the actual remuneration they have been receiving just prior to termination.
- c. Special Situations Resulting in Eligibility - Workers who are dismissed or who are counseled to resign by the Northern New England Conference, and who will not be eligible for benefits from unemployment insurance or workers' compensation insurance. The settlement pay will be continued until the end of the period determined by the formula stated above or until denominational employment is offered or obtained, whichever comes first. If mutually agreeable, a lump sum payment of 50 percent (50%) of the amount thus determined may be granted in such cases, with need related allowances ceasing at the time of termination.
- d. The surviving spouse or dependent children of employees who died while in active service. Death benefits that are received from workers' compensation and accident insurance that have been provided by the employer will be deducted. The remuneration of unmarried employees with surviving dependent parents may be paid for up to two months from the date of death. This assistance is an addition to that which is provided by the Employee Survivor Benefit policy.
- e. Employees who serve until the age of 65, but who are not eligible for retirement benefits because of having entered denominational service after their 55th birthday.
- l) Voluntary Resignation - Employees who voluntarily resign from their employment or who request a leave of absence are not eligible for a termination settlement.
- m) Liability Release Form - Before any termination pay is issued, the former employee must sign a liability release form as supplied by the Northern New England Conference. If the release is not signed within 30 days of going off payroll for regular remuneration, including accrued paid leave or accrued vacation, the termination settlement shall be forfeited.
- n) Service Record - The termination settlement shall be noted in the worker's service record, but does not cancel any part of their service credit. If you have received a termination settlement and you re-enter denominational service at a later date, any further settlement will be based on service accrued since the date of the previous settlement.
- o) Final Paycheck - When terminating employment for any reason, employees should

report to the Treasurer to make final arrangements for their accrued vacation time, to leave a forwarding address, to settle any unpaid bills or accounts with the Northern New England Conference of Seventh-day Adventist and to return any keys or conference property in their possession. An advance equivalent to the employee's final paycheck will then be released.

E05:04 Courtesy

In the parking lot, the office, on the street and wherever you meet people, you should be recognized for the refined, courteous conduct. This standard should be reflected in your telephone conversation, your correspondence, your business dealings and in your relationship with fellow workers. You should always be responsible for high professional standards of business conduct. The Golden Rule becomes basic and not a trite reference.

E05:06 Confidential Information

Many times within the office of the Northern New England Conference headquarters personal and organizational disclosures are made which are strictly confidential. You should protect the right of this procedure by not allowing yourself to disseminate information to family, friends or strangers unless authorized to do so by appropriate authority. You thereby protect yourself as well as the organization in which you serve.

Professional circles accept, without contest, the right of any organization to affirm set regulations, standards and principles governing professional appearance and conduct. Administration reserves the right to interpret policy and rule on misunderstandings or disagreements relative to the application of policy.

E05:08 Professional Appearance

Dress codes, like many other social customs, must have regard to time, place and occasion. What may be accepted without questions as fitting and proper under one set of circumstances may be quite unacceptable in another situation. Both "accepted" and "unacceptable" dress might be equally modest by serious Christian standards.

Moreover, as Christian workers, sensing the responsibility that rests upon us, we should be willing to accept with Paul the principle that "none of us lives to himself, and none of us dies to himself." (Romans 14:7, RSV) The apostle Paul continues, "If your brother is being injured by what you eat, you are no longer walking in love.... So do not let what is good to you be spoken of as evil. For the kingdom of God does not mean food and drink but righteousness and peace and joy in the Holy Spirit." (Romans 14:15 first part; 16, 17, RSV) "Let us then pursue what makes for peace and for mutual up building. (Romans 14:19, RSV)

Following the principle of the foregoing counsel of Paul, and realizing that clothing at all times should be modest, becoming, neat and appropriate for business office wear, the following should be observed.

- 1) Gentlemen are requested to dress in a refined and dignified manner and to shun any semblance of carelessness or slovenliness that might bring reproach upon the church. Jeans are not appropriate office attire.
- 2) Ladies are requested to wear clothing of such style as to accord with Christian and

professional standards of attire. Further, they should include sleeves and be of such length and line as to be modest when the wearer is standing or sitting, and with neckline not low-cut or worn off the shoulder. Slacks should be dress slacks and not jeans.

- 3) Hair should be groomed in good taste, shunning fads and extremes.
- 4) Jewelry such as rings, bracelets, necklaces or showy pins should be avoided.

E05:10 Introductory Period for Classified Workers

All new hourly employees (classified workers) work on an introductory basis for the first three (3) months after their date of hire.

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Conference uses this period to evaluate employee capabilities, work habits and overall performance. Either the employee or the Conference may end the employment relationship, at will, at any time during the introductory period, with or without cause or advance notice, without detriment to the employee's record.

During the introductory period, any significant absence will automatically extend the period by the length of the absence. If the Conference determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for an additional specified period.

During the introductory period, new employees are eligible only for those benefits that are required by law, such as Worker's Compensation insurance and Social Security, with the exception of emergency medical care that is provided under the Conference Health Care Assistance Plan. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Upon Satisfactory completion of the introductory period, employees enter regular employment classification. However, completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause.

E05:12 Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the introductory period. Additional formal performance evaluations, although not systemically done, may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

E:10 CREDENTIALS AND LICENSES

Types - To Whom Issued - Persons in the categories listed below shall be accredited by

the Conference through the issuance to them of a credential, license or certificate as indicated under each category.

E10:02 Ministerial Employees - Ordained, Licensed and Commissioned

- 1) *Ministerial Credential* - to ministerial employees who have demonstrated a divine call to ministry and have been previously classified as licensed ministers and ordained to the Gospel ministry. An ordained minister is authorized to perform all the ministerial functions of the Church without limitation.
- 2) *Ministerial License* - 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, or evangelist. Such employees must have been ordained as a local elder and are authorized to perform substantially all the ministerial functions within the assigned district or congregation. A licensed minister is on the path toward ordination as a minister of the Gospel.
- 3) *Commissioned Minister's Credential* - to ministerial employees who have demonstrated a divine call to ministry and have been previously classified as a licensed commissioned minister to which capacity he/she served for at least five years. In addition, individuals who have demonstrated a divine call and whose spiritual leadership is acknowledged by election or appointment to serve in General, Division, Union, or Local Conference administration positions as vice president, secretary, under/associate secretary, treasurer, under/associate treasurer or director of a department, and presidents of major institutions, are also eligible to receive Commissioned Minister's Credentials. Such employees must have been ordained as a local elder and are authorized to perform substantially all the ministerial functions within the assigned institution or congregation.
 - a. An appropriate commissioning service shall be conducted when an employee is granted a Commissioned Minister's Credential.
 - b. It is not the normal practice to ordain an individual holding a Commissioned Minister's Credential.
- 4) *Commissioned Minister's License* - to ministerial employees who have demonstrated a divine call to ministry which is recognized by a conference with an assignment as an associate in pastoral care or institutional chaplain. Such employees must have been ordained as a local elder and are authorized to perform substantially all the ministerial functions within the assigned institution or congregation. Commissioned ministers are not normally on the path toward ordination to the Gospel ministry.

E10:04 Non-Ministerial Employees

- 1) *Missionary Credential* - 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 remuneration scale. These will include regularly employed conference and union institutional and office employees and Bible instructors.

- 2) *Missionary License* - to workers with limited experience (less than five years) including regularly employed field, institutional and office employees.

E10:10 Other Employees

Employment Certificate - issued by the employing organization or institution rather than the committee usually issuing credentials and licenses to all workers not holding credentials or licenses from a denominational organization.

E:40 OFFICE WORSHIP

The morning worship periods are a part of the office staff work schedule. The worship period is designed to encourage a spirit of loyalty, to assist in creating a spiritual atmosphere, to fellowship, and to keep you informed.

E:50 PHILOSOPHY OF REMUNERATION

Introduction

In order that there may be an equitable basis for the remuneration of denominational employees, guidelines have been adopted for the Seventh-day Adventist Church.

Philosophy

The philosophy of remuneration is predicated upon the fact that a spirit of sacrifice and dedication should mark all denominational employees irrespective of the position they hold or the department or service they represent. The work of the Church, including denominational organizations, is a mission to which lives are dedicated in selfless service.

The Church has accepted the commission given by Jesus Christ to His disciples to proclaim the gospel to the entire world. Many agencies are utilized to accomplish its spiritual task. Each employee has a responsibility to personally identify with and participate in the mission of the Church and its central objective - the salvation of humanity.

The remuneration scale is based on job classification without discrimination on the basis of race, national origin, physical disability, gender, or age.

Objective

The objective of the denominational remuneration scale is to provide employees with an adequate income while endeavoring to provide a reasonable level of comfort.

Economic and Geographic Variations

Remuneration factors and benefits shall be voted by the division committee for each country or geographical area, and in the local currency, based upon the cost of living for each area. Employees shall be remunerated on the basis of the church remuneration policy and practice in

effect in the location or country in which they reside.

E:50:02 Basic Remuneration Scale

The remuneration scale provides entry levels and maximums expressed in percentages of the remuneration factor which may, in some cases, be in excess of the remuneration rates paid in the community for a similar type of service. It is recognized that because of the area, the type of employment, and community patterns of remuneration, the responsible committees and controlling boards concerned shall set remuneration rates for certain categories of employees which do not exceed the average community rate for such categories, even though these rates may be less than the entry level or maximum as stated in the remuneration scale for these specific classifications. (This provision applies to non-exempt employees).

A percent spread between entry level and maximum rates in the various categories has been incorporated in the remuneration scale. When setting rates, the following items should be taken into consideration with respect to each employee:

- Preparation, education and commitment
- Previous experience and achievement
- Years of service
- Responsibility and annual evaluations

The remuneration scale should be strictly adhered to and no special allowances of any kind should be made except as may be provided for in the North American Division Working Policy.

E:50:03 Remuneration Package and Allowances

The remuneration rate assigned to each employee is designed to meet his/her requirements for all living allowances, including salary, housing, utilities, auto depreciation and insurance, telephone and professional allowance. (In Canada no auto depreciation or insurance is included in the remuneration rate.)

In addition to the remuneration package, the employee and his/her dependents may, under conditions described in the respective policy, receive the following:

- Health care assistance
- Tuition assistance on behalf of dependent children
- Additional auto insurance (Does not apply in Canada)

If both spouses are denominationally employed, the cost of these allowances may be shared by the employing organizations.

E:50:04 Remuneration Increments

The remuneration scale provides separate listings for the various types of organization, and the advisability of a regular plan of increments is recognized. In order to provide a reasonable degree of uniformity it is recommended that an employee's maximum remuneration normally be achieved after the completion of between five and ten years of full service taking the following into consideration:

Based on evaluative criteria, the increment schedule may be accelerated in recognition of special skill, responsibility, and/or exceptional productivity, or the increment period may be extended if lesser ability or rate of growth is indicated.

Professional certification may be a requirement to reach the maximum within certain categories.

E:50:05 Remuneration Adjustments

From time to time it may be necessary to either increase or decrease remuneration within this remuneration philosophy. Factors to be considered in making such adjustments will include the financial resources available, cost of living changes, competitive wages, and performance appraisals.

E:50:06 Variations

Institutional - The boards/governing committees of health care institutions and health food factories, whose viability rests on their success in the commercial environment and who derive a significant majority of their income from nondenominational sources, may establish remuneration levels and/or compensation benefits (allowances) which to a limited extent reflect the prevailing remuneration level of the local environment. Such variations shall be made within criteria established by NADCOM and/or the General Conference.

E:50:07 Remuneration Rates

Maximum/Community Rates for Non-exempt (Hourly) Employees

The present remuneration scale provides for maximum rates to certain categories of employees which may be in excess of the remuneration rates paid in the community for a similar type of service. It is recognized that because of the area, the type employment, and community patterns of remuneration the responsible committees and controlling boards concerned shall set remuneration rates for certain categories of employees which do not exceed the average community rate for such categories, even though these rates may be less than the minimum or maximum as stated in the remuneration scale for these specific classifications. This applies to non-exempt employees or employees who are paid on an hour-time basis.

E:52 EMPLOYEE DESIGNATION

For legal purposes there are two categories of worker, exempt and non-exempt according to the federal wage and hour laws of the federal government. For the Northern New England Conference exempt employees are referred to as "salaried" workers and non-exempt employees can be referred to as "classified" workers.

DEFINITIONS:

Exempt (Salaried) Employee: These workers are exempt from federal hourly wage laws and are paid a salary. Persons considered exempt employees fall into one or more of the following categories; professional, administrative, or supervisory. For the Northern New England Conference this category of worker would normally include office administrators, departmental directors, and their assistants/associates. The following table provides more detail on whether an

employee is salaried or hourly.

JOB TITLE, Expected Hours per week	Exempt or Non-exempt	Vacation Time, Sick Time	403b Retirement	Health-care, 2015= benefit available 1/1/2015	Dependent Scholarship, Wellness Prg.
PASTOR, STIPEND PASTOR, BIBLE WORKER					
0-18 hours, less than \$1,971 per month	Hourly				
19-28 hours, less than \$1,971 per month	Hourly	X	X		
19-28 hours, more than \$1,971 per month	Exempt	X	X		
30-35 hours, more than \$1,971 per month	Exempt	X	X	X	
38+ hours, more than \$1,971 per month	Exempt	X	X	X	X
TEACHER					
0-18 hours per week	Exempt				
19-28 hours per week	Exempt	X	X		
30-35 hours per week	Exempt	X	X	X	
38+ hours per week	Exempt	X	X	X	X
TEACHER'S ASSISTANT/AIDE					
0-18 hours per week	Hourly				
19-28 hours per week	Hourly	X	X		
30-35 hours per week	Hourly	X	X	X	
38+ hours per week	Hourly	X	X	X	
EXECUTIVE, DEPT DIRECTOR, ASST DEPT DIR.					
0-18 hours per week	Exempt				
19-28 hours per week	Exempt	X	X		
30-35 hours per week	Exempt	X	X	X	
38+ hours per week	Exempt	X	X	X	X
OFFICE ASSISTANT/ADMIN OFFICE ASSISTANT					
0-18 hours per week	Hourly				
19-28 hours per week	Hourly	X	X		
30-35 hours per week	Hourly	X	X	X	
38+ hours per week	Hourly	X	X	X	X
DAYCARE DIRECTOR					
0-18 hours per week, less than \$1,971/mo	Hourly				
19-28 hours per week, more than \$1,971/mo	Exempt	X	X		
30-35 hours per week	Exempt	X	X	X	
38+ hours per week	Exempt	X	X	X	
DAYCARE ASSISTANT					
0-18 hours per week	Hourly				

19-28 hours per week	Hourly	X	X		
30-35 hours per week	Hourly	X	X	X	
38+ hours per week	Hourly	X	X	X	
GROUNDS/MAINTENANCE/CUSTODIAN					
0-18 hours per week	Hourly				
19-28 hours per week	Hourly	X	X		
30-35 hours per week	Hourly	X	X	X	
38+ hours per week	Hourly	X	X	X	
Seasonal	Hourly				
CAMPGROUND MANAGER					
0-18 hours per week	Hourly				
19-28 hours per week, more than \$1,971/mo	Exempt	X	X		
30-35 hours per week	Exempt	X	X	X	
38+ hours per week	Exempt	X	X	X	X
YOUTH CAMP STAFF					
Seasonal	Exempt				

Non-Exempt (Classified) Employee: All other employees not stated above or exempt from the federal hourly wage law.

SALARIED WORKERS PROCEDURES

Salaried workers are paid on a semi-monthly payroll on approximately the 15th and the 30th of each month. Salaried workers are **required** to complete a monthly worker expense report which is due at the conference office on approximately the 10th of each month and covers the period from the 1st of the previous month to the 31st of the previous month. The expense report is processed for the first monthly payroll of each month. It is designed to provide the worker a basis for employee mileage for tax purposes as well as provide the office with necessary payroll information such as places worked, vacation and sick time, and for the reporting of authorized expenses for reimbursement.

HOURLY WORKERS (CLASSIFIED WORKERS) PROCEDURES

This policy applies primarily to classified workers of the office who are non-exempt from federal wage and hour laws, and conforms with the minimum requirements of the federal government.

This system minimizes possible fluctuations in pay that would result from hourly compensation. Bi-weekly payrolls will be paid according to the published schedule each year (see next page insert).

Vacation Time. (See policy NAD D 50/NNEC B100) Vacation will continue to be accrued on a monthly basis, and can be accumulated so that a maximum of 6 weeks are possible in a given year, as is outlined in the current policy. Vacation entitlements are determined as follows:

	Full-time employee	Vacation entitlement semi-monthly pay period
1 st four-year period	2 weeks (76 hrs)	1.4575 hours
Next five-year period	3 weeks (114 hrs)	2.1863 hours
After 9 years of service	4 weeks (152 hrs)	2.9151 hours

Vacation time normally 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.

See Policy NAD D 50 for other specific questions relating to the vacation time policy.

Holidays: The number of paid holidays granted in any one year shall not exceed nine, and are published in the yearly conference calendar (NNEC policy B 45). Any leave taken beyond that shall be treated as part of annual vacation.

Personal Days: The Northern New England Conference allows two work days (19 hours) annually for personal errands. Personal time is more or less on an honor system and should be taken during the year given. Personal time should be recorded on the time sheet as personal time and will be paid as regular pay. Amounts for part time workers pro-rated based on the percentage of time worked.

Sick Leave Policy: (see NAD D 65/NNEC B 80) for specific applications such as transfers, retirements, etc.)

Short Term Sick Leave: Short term sick leave is for illnesses of 3 days or less and can also be used to go for doctor/dentist appointments. It is accrued at the rate of 4 work days (1 week or 38 hours) per year. For each bi-weekly pay period short term sick leave will accrue at the rate of 1.584 hours. Amounts for part time workers pro-rated based on the percentage of time worked. The maximum amount of time allowed to build in the short term sick leave bank will be 76 hours. Excess build up in this area is distributed to the extended sick leave bank.

Extended Sick Leave: This leave is for illnesses longer than 3 days and requires a physicians certificate stating the nature of the illness, disability or incapacity. It is accrued at the rate of 4 work days (1 week or 38 hours) per year. For each bi-weekly pay period extended sick leave will accrue at the rate of 1.584 hours. Amounts for part time workers pro-rated based on the percentage of time worked. Amounts are allowed to build in the extended sick leave bank up to 1000 hours (26 weeks).

An extended sick leave bank will be set up when an employee is first hired, unless a sick leave bank is being transferred from the previous denominational employer. This bank will be established by the treasurer at the time of hire and will be based on 24 hours for each year worked for the denomination, up to a maximum of 320 hours as a guideline. Extended sick leave time may not be transferred to personal time and is not convertible to paid leave at the termination of employment.

If an employee uses up all of their short term sick time during a year, any additional time off needed for short term sickness will be deducted from the one week=s time accrued during that year for extended sick leave until that bank is exhausted. If both the short term sick bank and the extended sick time bank accrued during a year are used up for short term sickness and additional short term sickness occurs, personal time or vacation time will be used or loss of pay will occur.

Time Sheets: Hourly workers will not be asked to fill in the times of arriving and leaving from work on days where the regular office hours are kept, though this may be done if so desired. On these days the worker may simply insert the number of hours worked on that day. On days that do not follow the regular schedule for whatever reason, the worker will be asked to record to the nearest fifteen minutes when they arrived at work, leave for lunch, return from lunch, and leave at the end of the day, as well as any time taken off during the day for personal business. This procedure will help in calculating the various figures needed for our records. It is requested that this be done even on days where the correct number of hours are worked, if the hours do not correspond to the regular office hours. Holidays, sick time and personal time taken off should also be recorded. Each days hours will then be calculated, with any time in excess of the scheduled office hours being recorded in a separate column. This additional time should then be taken off later in that same pay period.

Overtime Pay: If it is impossible for the worker to take off for extra time earned during same pay period, additional compensation will be given since it would cause the total hours for the week to exceed the 38 hours which are expected. The time from 38- 40 hours will be paid at straight time, and any time worked over 40 hours for the week will be paid at time and a half. Time taken off as vacation time or personal time should not cause the total hours for the week to exceed 38 hours. Extra time earned during a week, either before or after time is taken off, must be used before personal time or vacation time will be considered. Time off for holidays will be included in figuring the total time worked, and will be paid at time and a half if they cause the total hours for the week to exceed 40 hours. Sick time taken that cause the total hours of the week to exceed 38 hours will be reimbursed at time and a half. If an emergency arises and a project or to finish certain pressing duties, this time may be put in without approval. Any more than two extra hours in a given week should be pre-approved by the Departmental Director. As mentioned above, all extra time earned should be taken off during the current work week, and any extra time worked over two hours must be pre-approved by the Departmental Director(s).

Work Week: The work week is four 9.5 hour days totaling 38 hours per week. The work week will begin at 12:01 a.m. Saturday morning and end at 12:00 midnight on Friday. This means that if extra time is put in on Saturday or Sunday for example that time will be reimbursed on the next paycheck. If the worker would like to take off for extra time earned during the week the request should be approved by the Departmental Director(s) and the office manager. Personal time will be charged in any week where less than 38 hours are worked or taken as holiday or sick time. If no personal time is available, then vacation time will be used or the pay for the month will be reduced at the straight-time rate.

The hourly rate will be calculated by multiplying the monthly salary times twelve months, then dividing by 1976 hours (38 hours/wk times 52 weeks). This rate will be used in computing straight-time and overtime pay. Each time sheet will be due in the Treasury office by Monday morning following the date on the bi-weekly payroll published schedule. Time should be recorded for that period as per the work week described above and per the bi-weekly pay schedule. A new pay sheet should for each payroll. The time sheet will be initialed each period by the appropriate Departmental Director(s) before being turned in to Treasury whenever possible.

The regular office work hours of 7:30 a.m. to 12:00 p.m. and 12:30 p.m. to 5: 30 p.m. Monday through Thursday are expected to be followed with exceptions being kept to a minimum. A fifteen minute break is given in the morning and the afternoon. Extra time worked during a week and overtime reimbursements should not be the norm. It is important that workers are available during the regular office hours as much as possible to maintain the continuity of service to the field.

Regular need for overtime indicates overwork. The administration is responsible to make sure that sufficient help is provided for essential functions so that extra hours are avoided. Please share with the treasurer/office manager special needs in advance so hopefully additional help can be arranged for during these times.

E:55 SERVICE RECORD AND RETIREMENT BENEFITS

The Conference will keep a service record on each employee. The employee may request a copy of the service record; however, the original record is always in the possession of the Conference office. If the employee transfers to another Conference or institution, the original service record, computer printed service record, and the transfer disk for the APSRS computerized system shall be forwarded to the new employer within 90 days after the date of employment. A copy of the service record will be retained in the Conference office. If an employee terminates denominational service, the original service record will be kept at the last place of employment. The Seventh-day Adventist denominational has a retirement plan for which many employees may qualify. There are specific requirements which an employee must meet in order to be a beneficiary of the plan. Each employee is provided with a booklet giving the details of the retirement plan.

Any questions regarding the service record or the retirement plan are to be addressed to the Conference Secretary.

E:60 SEXUAL HARASSMENT POLICY

As representatives of Christ here on earth, employees of the Northern New England Conference of Seventh-day Adventist are to model themselves Christ-like in every action, thought and deed. "Purity is demanded not only in the outward life, but in the secret intents and emotions of the heart." *Patriarchs & Prophets*, pg 308.

We are instructed to honor and uplift one another. We must never place another worker in a position of embarrassment or disrespect/harassment due to sexual overtones. To do so would be violation of God's law and the law of the land which protects human rights in the workplace.

Title VII of the Civil Rights Act (1964), administered by the United States Equal Employment Opportunity Commission (EEOC) has issued guidelines which relate to sexual harassment as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Specific examples of the above-mentioned sexual harassment guidelines may include, but are not limited to, the following:

- a) verbal harassment or abuse (e.g., degrading comments, propositions, jokes, tricks, etc.);
- b) subtle pressure or requests for sexual activity;
- c) unnecessary or inappropriate touching of an individual (e.g., patting, pinching, hugging, repeated brushing against another individual's body, etc.);
- d) the threat, suggestion, or action making the individual's job, future promotions, wages, etc., dependent on whether or not he/she submits to sexual demands or tolerates harassment.

The Northern New England Conference of Seventh-day Adventist recognizes its responsibility to all employees to maintain a working environment free from sexual harassment. To achieve this environment through prevention, certain appropriate methods are utilized to alert employees to the issue, such as: ensuring that all employees are made aware that sexual harassment violates the law and is prohibited by the Northern New England Conference of Seventh-day Adventist; developing appropriate sanctions and informing all employees of their right to raise the issue of sexual harassment.

Sexual harassment in the Northern New England Conference of Seventh-day Adventist will not be tolerated in any form. When an employee encounters verbal or physical sexual harassment from supervisors, fellow employees, clients or non-employees, the following process should begin immediately;

- a) The complainant should report the incident(s) to the sexual ethics committee chairperson. The complaint may be in verbal or written form; however, all complaints must be finalized in written form.
- b) As soon as practicable, the sexual ethics chairperson shall convene a meeting with the accused, to present the verified written complaint and explain to the accused the process to be followed in response to the complaint and provide a copy of sexual harassment and sexual misconduct guidelines.
- c) After meeting with the accuser, the sexual ethics chairperson shall immediately begin the process of calling together the members of the sexual ethics committee.
- d) The sexual ethics chairperson shall take steps to maintain the integrity of the affected institution or entity or 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 sexual ethics committee has issued its findings. Other prudent courses of actions must also be considered.
- e) Should the sexual ethics chairperson, in consultation with the selected members of the sexual ethics committee 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 investigation process may be omitted provided the accuser, accused, and the disciplinary body agree. Proper notification procedure shall be followed as necessary. Should this process not be successful, the matter shall be referred back to the sexual ethics chairperson who shall then initiate the investigation process.

- f) The sexual ethics committee shall meet as a group to fully investigate the allegations through all appropriate sources. They shall meet with the accused and the accuser and any other parties necessary. They shall convene as many meetings as necessary to fulfill their duties and responsibilities.
- g) The sexual ethics committee shall issue its findings in writing 30 days from the date of final hearing. If the allegations of sexual misconduct or sexual harassment are found to be more likely untrue than true, no further investigatory actions shall take place, and reasonable efforts shall be made to exonerate the accused and clear his/her name, including placing the committee's findings on the accused service record, if applicable. The allegations of sexual misconduct or sexual harassment are found likely true than not, the sexual ethics committee shall reports its findings to the sexual ethics chairperson, who will then relay the findings to the appropriate disciplinary body. The disciplinary body shall then communicate with the victim(s) and the perpetrator, separately, to explain the action(s) taken. Proper documentation shall be placed in the employee's service record file.
- h) All employees of the Northern New England Conference of Seventh-day Adventist who are aware of incidents or unwelcome sexual harassment in the workplace are responsible for reporting such incidents to the sexual ethics committee chairperson.

E:70 USE OF EQUIPMENT

As a courtesy to fellow employees, office furniture and equipment should not be removed from one office of another without the authorization of the office manager. No equipment should be taken from the office for personal use without prior authorization.

B:05 AUTOMOBILE ALLOWANCES

B05:02 Philosophy

Most workers need and have an automobile for personal use and for travel to and from work. Many denominational workers find it necessary to travel by automobile when meeting church appointments. It is the responsibility of such employees to maintain an automobile that is available as needed for church business.

B05:04 Mileage Reimbursement

Mileage reimbursement is granted to cover the additional automobile expenses that employees

incur because they are requested to use their automobiles for church business.

B05:06 Mileage Rate

The maximum mileage rate paid to employees is to be approved by NADCOM annually. The maximum mileage rate for non-employees and stipend workers shall not exceed the mileage rate allowed by the Internal Revenue Service.

B05:08 Automobile Insurance Requirements

The Northern New England Conference requires insurance on all automobiles owned and used by its workers in connection with their work. It is the responsibility of the worker to obtain this insurance from the company of his choice.

a) Insurance Limits

The conference requires the worker to carry the following minimum limits when such limits are available on vehicles used for conference business:

- Liability - \$250,000/\$500,000*
- Property Damage - \$50,000*
- Medical Payments - \$5,000
- Comprehensive - \$100 deductible
- Collision - \$500 deductible maximum allowable
(recommend \$500 deductible for collision, see B 05:16)

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

b) Second Vehicle

Workers owning a second vehicle are expected to carry at least the same limits of public liability and property damage insurance as is carried on the first vehicle.

B05:12 Automobile Insurance Assistance Amount

The amount of assistance shall be determined by applying the appropriate factors to the average premiums of two insured automobiles owned by and used primarily by the employee and spouse. Excessive premiums over those typical of standard type cars shall not be considered.

<i>Driving Record Surcharge Points</i>	<i>Allowance Factor One-car Owner</i>	<i>Allowance Factor Multi-car Owner</i>
0-2	100%	160%
3	90%	144%
4	75%	120%

To calculate auto insurance assistance, take the average premium amount (or premium amount if single auto) times the appropriate allowance factor (from the table above) less the auto insurance package amount (16.67% of the Category A for 12 months of reimbursement or 8.33% of Category A for 6 months of reimbursement).

Example: Pastor owns two cars for which he pays \$1,000 insurance premiums per year, and he

has a perfect driving record. His auto assistance in 2002 would be as follows:

$\$1000 \div 2 = \500 (to average the premiums)
 $\$500 \times 1.60$ (from table—two drivers with perfect records) = \$800
From the \$680 subtract the 16.67% of Category A(\$4,210) or \$701.66
The insurance assistance is \$98.34.

B05:14 Automobile Insurance Assistance Eligibility

Certain workers may be eligible for automobile insurance assistance if their annual automobile insurance expense exceeds 2.34% of the regular yearly remuneration factor. The following categories of conference workers are eligible for this additional automobile insurance assistance:

- Employees whose category maximum is 150% (102% on new scale) or more of the remuneration factor
- Departmental Directors
- Assistant Directors
- Assistant Treasurers
- Un-ordained Ministers
- Bible Instructors
- Senior Academy Principals

B05:16 Deductible Reimbursement

In the event a covered employee listed above has an accident claim, the first \$50 of the collision or comprehensive deductible will be paid by the employee and the remainder of the deductible will be paid by the employing organization. If the employee or his insurer brings a liability claim against a third party and recovery is realized, reimbursement shall be made to the employing organization for any amounts previously paid by the employer above the first \$50 of the deductible.

B:10 CAMP MEETING ALLOWANCES

Regular full-time conference workers are allowed the following camp meeting allowances:

B10:02 Special Mileage

One round trip to Pre-Camp Pitch from home to the camp ground at the current mileage rate (for those few who come early). One round trip from home to the camp ground at the current mileage rate and one separate trip for spouse.

B10:04 Meals Pre-Camp

Pre-camp meals will be provided for the following:

- 1) Ministerial Staff
 - a. self; and spouse, children of ministers who are dependents
- 2) Officers, Departmental Directors, Assistants and Associates, Office Support Staff
 - a. self; and spouse, children who are dependents

B10:05 Camp Meeting Allowance

Meals at the campmeeting cafeteria will be provided complimentary to conference employees, spouses, dependents, and campmeeting volunteers instead of a per diem allowance.

B10:06 Meals Post-Camp

All working staff, ministers, officers, departmental directors, associates, assistants, office secretaries, spouses and immediate dependent children.

B10:07 Accommodations

Camp meeting lodging accommodations up to the value of a family tent are provided to the worker without cost. If a worker requests more costly lodging, they must pay the difference between the lodging rate and the campmeeting family tent rate. Conference personnel will be assigned accommodations each year.

B10:08 Eligibility

Camp meeting allowances and accommodations are for the worker and their immediate family. No substitutions are allowable.

B:15 CHILD ADOPTION ALLOWANCE

Full-time employees may be granted assistance of 75% of the medical and legal expense incurred in the adoption of children if the adoption is completed. The maximum expense on which assistance is granted is the equivalent of up to three times the current, monthly Category A or 2/3 new remuneration factor and shall be limited to one allowance per child.

B:18 COST OF LIVING ALLOWANCE (COLA/ERI)

B18:02 Philosophy & Eligibility

Additional salary benefits may be available for those individuals living in higher cost areas as designated, new COLA's will be determined by special studies done by an outside consulting service called Economic Research Institute (ERI). This benefit is based on the individuals' place of work and is available, subject to the conference budget, to all full time employees. For pastors in a multi-church district the ERI is to be calculated as the larger of the ERI for the largest church or the average of the ERI's of each church in the district if there is a wide variance for each church.

B18:04 Amount

The amount is determined annually from General Conference Fall Council actions, the individual's place of work, and the percent the conference is able to pay. It will be updated annually using data provided by the Economic Research Institute (ERI).

B:20 CONTINUING EDUCATION

Recognizing the value of continuing education both to the ministers and to the Conference, the policy outline below is to assist the worker in taking approved classes, seminars and other continuing education programs.

B20:02 Qualifying Staff

- 1.) This policy applies to Pastors, Departmental Directors and Administrators.
- 2.) The applicant will need to demonstrate that the program for which a request is being made will not adversely affect the responsibilities of the applicant.
- 3.) Preference will be given to:
 - a.) Individuals who have seniority of service in the Northern New England Conference
 - b.) Individuals who have significant number of years left before retirement, and;
 - c.) Individuals who have not recently completed a graduate study program.
- 4.) For Doctoral Program eligibility, individuals need to meet the following criteria:
 - a) Already be ordained or on the track to ordination
 - b) Be employed a minimum of three (3) years following a degree completion or be amortized to NNEC
 - c) A maximum of two (2) will be allowed in a master's program and an additional two (2) in a doctoral program at any one time as the budget allows

B20:04 Application and Approval Process

- 1) All requests must be submitted to the Presidents office well in advance of proposed classes. An application must be submitted even if financial assistance is not being requested.
- 2) In the case of program described in option one below, the conference president or ministerial secretary will make a recommendation to a committee made up of the following: conference president, conference treasurer, conference secretary, and ministerial secretary.
- 3) Unused continuing education in Option 2 below can be carried over to the next year so that 2 years continuing education funds can be used for more expensive programs.

B20:06 Option 1

Andrews Theological Seminary/Atlantic Union Conference:

Program Description: Various intensives will be offered during the year. The applicant must follow instructions given by the Seminary/Union as to degree application procedure, pre-requisites, class attendance, etc. Below is a summary of options to be used only as a guide. The ministers through this program may:

- a) Work on the Doctor of Ministry degree
- b) Work on the Master of Arts in Pastoral Ministry degree

- c) Take classes for graduate credit
- d) Formally audit classes;
- e) Attend classes without any registration (as space allows).

Intensives: One long (2 weeks) and one short (1 week) will be offered each year.

Financial Arrangements: The following financial arrangement applies to the above program:

- a) M.A. in Pastoral Ministry:

Item	Paid By	At A.U.C.	At A. U.
Room	Conference	X	X
Food *	Conference	X	X
Books	Participant	X	X
Travel	Participant	X	X
Tuition	Conference	First \$200	
Tuition	Union	Balance of Tuition	
Registration	Union	X	
Per Diem			

- b) D. Min. in Pastoral Ministry:

Item	Paid By	At A. U.
Travel	Conference	X
Registration	Conference	1/3
Registration	Participant	2/3
Tuition	Conference	1/3
Tuition	Participant	2/3
Lodging	Participant	X

B20:07 Option 2

Other seminars, correspondence programs and classes:

General Description of Options: The applicant must demonstrate that the Option 1 program does not meet his needs before approval will be granted for Option 2. Option 2 applies to the following types of programs:

- a) Informal seminars, correspondence courses (such as those from the General Conference Ministerial Association), study tours;
- b) Certain formal courses which are needed and cannot be obtained under Option 1;
- c) The applicant will need to demonstrate that the Option 2 program request will not adversely affect the carrying out of the applicant's responsibilities and that the program will benefit the applicant's personal growth and have a positive influence on the applicant's responsibilities.

- d) Financial Responsibilities: The conference will reimburse the applicant for actual approved expenses equal to \$300 in any one year, as the conference's operating budget allows. (See B 20:04 (c) for carryover option)

B20:10 Conference Financial Participation

The total Conference expenditure per year for all programs outlined above (except those in an authorized master's program) will be two (2) times the new scale basic wage factor, subject to budget limitations.

B:25 EMERGENCY LEAVE

If an emergency makes it necessary for you to be absent from work, please contact a Conference officer. Please give them the reason for your absence, where you may be contacted, and information as to when you expect to return.

B:30 EMPLOYEE SURVIVOR BENEFIT PLAN

B30:02 Benefits

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.

B30:04 Benefit Provisions

The benefit shall be as follows:

	<u>Taxable</u>	<u>Non-Taxable</u>
1) Employee	\$100,000	\$50,000
Spouse	\$ 50,000	\$ 2,000
Dependent Child	\$ 10,000	\$ 2,000
Stillborn	\$ 750	\$ 750

Employees can opt for lower non-taxable benefits if the following form is completed and turned into Treasury - See Page 29A. Taxes for individuals accepting the new higher benefit will be based on the following rates as per the table on Page 29B.

- 2) Employees who discontinue employment as a result of illness or injury but who do not have enough years of denominational service to qualify for retirement benefits, and who are not otherwise employed shall be eligible for the benefits for a period of six months after they go off the payroll. Spouses of such employees, as well as their eligible dependents, are also covered under this plan during the six months period.
- 3) If the spouse or dependents are also serving as employees of the

denomination, only one benefit per death will be made. Any other death benefits provided at denominational expense will be deducted from this payment, including but not limited to worker's compensation insurance, accident insurance, retirement plan, funeral allowance, etc.

B30:06 Purpose

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

B30:08 Administration

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

B:32 FAMILY & MEDICAL LEAVE POLICY

B32:05 Definition

A family and/or medical leave of absence shall be defined as an approved absence available to eligible employees for up to twelve weeks of paid (as defined in B32:10) and/or unpaid leave per year under particular circumstances that are crucial to the life of a family. Leave may be taken for the following reasons:

- a) Birth of an employee's child;
- b) Placement of a child with an employee for adoption or foster care;
- c) Need for an employee to care for a child, spouse, or parent who has a serious health condition;
- d) When an employee is unable to perform the functions of his/her position because of a serious health condition.

B32:10 Scope

The provisions of this policy shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the twelve weeks of leave to which the employee may be entitled under this policy. In other words, if an employee has accrued any of the following paid leaves, the employee must use paid leave first and take the remainder, of the twelve weeks as unpaid leave:

- a) Leave of Absence (B:50)
- b) Vacations (B:100)
- c) Sick Leave i.e., Short-term and Extended Leave (B:80)
- d) Workers' Compensation

B32:15 Eligibility

To be eligible for leave under this policy an employee must have been employed for at least

twelve months in total, and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

B32:20 Basic Regulations and Conditions of Leave

- 1) The Northern New England Conference will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent.

The Northern New England Conference may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the Northern New England Conference, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the conference and the employee.

- 2) An employee will need to obtain a job-related "fitness for duty" certificate from the attending physician or health care provider prior to his or her return to work if the FMLA leave taken was based on the employee's own serious health condition.
- 3) If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the company may require the employee to transfer temporarily to an alternative, but equivalent in pay and benefits, position which better accommodates recurring periods of absence or a part-time schedule.
- 4) Spouses who are both employed by the Northern New England Conference and are requesting family and medical leave for the same qualifying event are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth, adoption, or placement of a child for foster care or for the care of a sick parent (but not a parent-in-law).

B32:25 Notification and Reporting Requirements

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide 30 days notice and make efforts to schedule leave so as not to disrupt Northern New England Conference operations. In unusual circumstances, 30 days of notification may not be possible; in such cases, as much prior notice as possible must be given. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

If an employee fails to provide 30 days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the conference treasurer received notice.

B32:30 Status of Employee Benefits During Leave of Absence

While an employee is on leave, the Northern New England Conference will continue the employee's health care benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Benefit entitlement based upon length of service will be calculated as of the last paid day prior to the start of the unpaid leave of absence.

B32:35 Procedures

- 1) A request for Family and Medical Leave of Absence form must be obtained from the conference treasurer and completed by the employee.
- 2) All requests for family and medical leaves of absence due to illness will additionally require the completion of the Certification of Physician or Practitioner form which must also be returned to the conference treasurer. The employee should return the form within 15 days of the request for family and medical leave or provide an acceptable explanation for the delay.
- 3) The conference treasurer will inform the employee of the Conference Executive Committee decision to the request for leave.

B:35 FUNERAL LEAVE POLICY

In the event of a death in a full time worker's immediate family (spouse, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and children) the worker is allowed up to three (3) days including time needed for the purpose of attending the funeral and handling of personal affairs. Any additional funeral leave will be deducted from vacation time or leave without pay.

B:40 HEALTH CARE ASSISTANCE

Health care benefits are administered by the NAD Employee Health Care Assistance Plan. A complete document of the Health Care Assistance Plan can be obtained from Conference treasury or reviewed through Adventist Risk Managements Internet web site at www.adventistrisk.org. Northern New England Conference provides a coverage plan with a \$15 co-pay and an 80% / 20% plan that most conferences in North America are under. Employers pay premiums as a payroll deduction as follows for medical coverage:

	Legacy Plan/month	Standard Plan/month
Single	\$112.00	\$50.00
Employee and Spouse	\$180.00	\$100.00
Employee and Child(ren)	\$158.00	\$75.00
Family	\$226.00	\$125.00

B:45 HOLIDAYS

Workers of the Northern New England Conference are eligible for the following 9 holidays:

New Year's Day*
Martin Luther King Day
President's Day
Memorial Day

Independence Day (alternative day off)
Labor Day
½ Day p.m. before Thanksgiving Day
Thanksgiving Day
½ Day p.m. for Christmas Eve
Christmas Day*

Permanent, part-time employees are eligible for holiday pay pro-rated on the basis of the average hours of work per day. *Additional or substitute holiday time preceding or following these day may be determined by the Conference officers.

B:46 PERSONAL DAYS

The Northern New England Conference allows two work days (19 hours) annually for personal errands. Personal time is more or less on an honor system and should be taken during the year given. Personal time should be recorded on the time sheet as personal time and will be paid as regular pay. Amounts for part time workers pro-rated based on the percentage of time worked.

B:48 SNOW DAYS

The Northern New England Conference allows up to an additional two work days (19 hours) annually for snow days. Snow days are to be used when an employee, in their judgment, feels it is unsafe to travel in to work. Snow days are a provision to make employees comfortable in deciding to stay home in a storm or delay coming in to work only. Snow days can not be used as personal days. Like personal days they are on an honor system and should be taken during the year given and cannot be carried forward. Any time taken off for snow days in excess of the two days can be vacation time, personal time, or made up in the same work period to avoid loss of pay.

Generally, as we live in New England and deal with snow on a regular basis, the office will be open during regular working hours. If workers are sent home early due to an impending storm or if the office is officially closed, it would not be applied toward the two day snow day policy above.

B:50 LEAVE OF ABSENCE - EXTENDED

Employees may find it necessary, for personal reasons or for circumstances beyond their control, to apply for a leave of absence. After having served the Northern New England Conference for one year, an employee may request a leave of absence of not more than three months without losing qualifications for benefits after his/her reinstatement. After that period, unless proper arrangements have been made in advance, the employee will be automatically terminated. No benefits will accrue during the time an employee is on extended leave of absence. Requests should be submitted in writing to a Conference officer.

B50:02 Authorization

In granting the leave of absence the governing committee will communicate in writing to the employee:

- responsibility for reinstatement and positioning following leave of absence;
- time period of the leave of absence;
- financial benefits (if any) during leave of absence; and,
- service record credit during time of absence.

B:55 MOVING ALLOWANCE

The moving and transportation expenses of workers are paid by the employing organizations under the following provisions.

B55:02 Arrangements

Workers should counsel with the treasurer of the conference before making any moving arrangements.

B55:04 Arrangements for Household Goods

The worker's household goods are moved by his employing organization when he accepts a call to a new position or when it becomes necessary for him to move locally because of conditions beyond his control. Assistance is limited to the ordinary personal household effects and such other items as the workers uses in his work. Each worker is expected to have the personal household belongings packed and ready for the moving van on the date set.

B55:06 Weight Allowance

The conference will provide the capacity of a conference moving van to move a worker's household goods to his new location. The balance of any household goods which could not be accommodated on a moving van shall be the worker's personal responsibility to move. Any expenses involved in the moving of such excess household goods will likewise be considered a personal expense.

B55:08 Second Car

If the employee transfers a second car, mileage reimbursement would be at the full-mileage rate. Additional cars would receive no reimbursement.

B55:10 Mobile Home

The actual expense of moving a mobile home in which a worker lives is granted on authorized moves, not to exceed the cost of moving a normal household. Tear-down and set-up is at the cost of the worker.

B55:12 U-Haul Type Move

Those who move their household goods by a rented or borrowed truck, trailer or car should always secure the necessary amount of cargo insurance. The conference carries no automatic

insurance on such risks. On authorized moves, the cost of the truck and equipment rental, cargo insurance, and necessary adult labor for loading and unloading the truck will be considered a reimbursable moving expense. In addition, the conference will grant an additional \$500 moving allowance to single employees and \$1,000 for families, recognizing that a self-move is significantly less expensive than a moving van.

B55:14 Transportation Allowance for Worker and His Family

When workers are asked to move, they are allowed mileage at the current rate-per-mile, plus tolls, by the most direct route from the former place of labor to the new location. Further, they are allowed the actual cost of motel or hotel expense on route from the former place of labor to the new location for the immediate family only, based on 500 miles-per-day, by the most direct route. Motel and toll road receipts must be submitted for reimbursement.

- 1) Per Diem Allowance - Per diem will be allowed at the current rate. The per diem allowance is based on 500 miles per day by the most direct route.
- 2) Moving Allowance - A flat amount to cover packing and other moving costs may be allowed as follows:
 - Worker - 25% of Category A or 2/3 new factor
 - Spouse - 25% of Category A or 2/3 new factor
 - Single-Parent Family - 50% of Category A or 2/3 new factor
- 3) Automobile Registration and Excise Tax - Employees who are called to another state and who are required to pay duplicate automobile excise tax/sales tax, license and certification/inspection fees may report such expenses on one car if they register their car within 90 days of moving to the new area. If the employee has a spouse, the above expenses may also be reported on a second car.

B55:18 Special Assistance for Second Moves

When a worker is not able to locate permanent housing upon the initial move to the Northern New England Conference, assistance will be provided for a second move within 12 months of the initial move. Reimbursement shall be limited to assistance for a truck rental and necessary adult labor not to exceed the moving allowances as outlined in B55:14.

B:60 PARSONAGE EXCLUSION ALLOWANCE

The Internal Revenue Service makes available to self-employed, non-taxed personnel holding ministerial license or credentials a procedure whereby reporting earnings may be decreased by the amount of actual parsonage expense up to a maximum amount specified by the Internal Revenue Service or the employing organization, whichever is less.

B60:02 Eligibility

To be eligible, the worker must provide the employing organization with a statement showing total

parsonage expenses. Upon receipt of this information, adjustments will be made reducing the minister's taxable earnings for federal income tax purposes.

B60:04 Special Moving Allowance

In the year that an ordained/licensed minister is moved to another location, the maximum of the parsonage exclusion may be increased for that year, provided his increase is specifically approved by the Conference Executive Committee prior to the move, subject to IRS regulations and Fair Rental Value.

NOTE: The worker takes all responsibility for the expenses reported for the year. The maximum amount of the parsonage exclusion allowance is voted annually by the Conference Executive Committee.

B:65 PER DIEM ALLOWANCE

Workers may report per diem in connection with authorized travel according to the following schedule:

- 1) Full per diem (worker), two or three meals
- 2) Half per diem (worker), one meal (indicate if day per diem (no overnight stay) with a "D" beside amount on workers report)
- 3) Family per diem is only allowed when authorized in advance by a Conference officer.

B:70 PERSONAL ACCIDENT INSURANCE

The General Conference has made available to our full-time employees optional Accidental Death/Dismemberment Insurance through NAD (currently Hartford). The plan offers full 24-hour protection against accidents anywhere in the world on or off the job, on business, on vacation, at home. A descriptive booklet on the AD&D Insurance plan is available upon request from the Treasury Department.

Employees who choose to participate in this plan will have their monthly premium deducted via a payroll deduction. This policy is transferable.

B:75 RETIREMENT PLAN

In 1911, the Seventh-day Adventist Church initiated what became a defined benefit retirement plan, designed to provide a reliable flow of funds for career employees who were no longer able to work due to age or illness. The retirement plan has gone through many modifications since then, and as of 12/31/1999, the U.S. defined benefit plan is a frozen plan. This means that, as of that date, no employees of U.S. employers are earning service credit under that plan.

In its place, the Church has initiated a defined contribution plan (the "Plan") for ministers, missionaries and other employees of any U.S. employer that is eligible to participate, as described below. This Plan allows both you and your employer to set funds aside for your retirement. For the most part, these funds will be pre-tax portions of your earnings which will enable you to defer

tax payments on the contributed funds until such time as you will withdraw them. This Plan places significant responsibility on you, the employee. You will direct the investment strategies of these funds. You will make contribution decisions. And upon retirement, you will make distribution decisions.

Because this Plan replaces the prior defined benefit plan that provided a stream of benefits until your death, or in some cases until the death of your spouse, all funds contributed by your employer and by you will remain in the Plan until such time as you either terminate from denominational employment or reach age 62, whichever is later.

The Plan requires you to take a distribution of your funds within one year of both attainment of age 62 and retirement or termination from denominational employment. However there are limits and tax consequences depending on how you access these funds. You may choose to transfer your account balance to similar investments, allowing the funds to continue to grow. You may select from a range of tax deferred instruments. Or you may direct the Plan to purchase an annuity for you with the account balance.

B75:02 Tax Designation

The participant's voluntary contribution component of the Plan is a Church retirement income account program described in section 403(b)(9) of the Internal Revenue Code. The employer basic and match contribution components of the Plan is a retirement income account program described in section 401(a) of the Internal Revenue Code.

B75:04 Purpose of the Plan

The primary purpose of the Plan is to provide retirement income for the employees of participating employers and their beneficiaries. The contributions that you and your employer make to the plan, and the earnings on those contributions, are designed to provide a significant portion of financial security in your retirement. However, few retirement plans are alone adequate to maintain a pre-retirement standard of living in retirement. Social Security and other personal assets will usually play a significant role in meeting your retirement income goals.

B75:06 Contributors to the Plan

The Plan is a Defined Contribution Plan. Pre-tax Employer Contributions are credited to your personal account after each payday. The employer's contribution amount is 5%. As an employee, you are also **urged to make voluntary contributions** to the Plan. Your employer will do a 50% match of your personal contributions up to an additional 1.25%. With this in mind you should contribute a minimum of an additional 2.50% of your pay to maximize your employer's contribution to your retirement.

The IRS limits the contributions which both you and your employer can make to the Plan. Upon your request and based on information you provide, the Plan will help you to calculate those limits and to review various alternative strategies in case the limits are exceeded. However remaining in compliance with contribution limits is your responsibility.

75:08 Plan Administration

The Board administers the Plan. If you have any questions regarding the Plan, you should contact the Board at:

Adventist Retirement Plan
12501 Old Columbia Pike
Silver Spring MD 20904

If you have questions about your plan investments, you should contact the investment administrator, EMPOWER 1-866-467-7756. www.gwrs.com

B75:10 Retiring Worker's Moving Allowance

When an employee who has given 30 years or more of denominational service retires, the conference may arrange to pay the moving expense on a reasonable amount of household goods and may pay their transportation expenses to a place of their choice in North America. Transportation expenses include: mileage, tolls, motel and per diem by most direct route based on 500 miles per day. Arrangements for this final move should be made within five years after retirement. Any exceptions must be approved by the Conference officers. This allowance does not include the flat moving allowance or telephone installation changes at the new location.

B:77 TUITION ASSISTANCE FOR CHILDREN OF EMPLOYEES

Employees are encouraged to support the church's philosophy of Christian education by enrolling their children in Seventh-day Adventist schools for the purposes of perpetuating the practice of Seventh-day Adventist beliefs and teachings in the children, enlarging the reservoir of future employees and lay church leaders, providing a positive example and reducing the possibility of the embarrassment that employees experience when children adopt a lifestyle that is not in harmony with the teachings of the church.

Church employees in administrative, professional, and supervisory positions (those considered to be exempt from federal and state wage and hour laws) are expected to send their children to Seventh-day Adventist schools. Employing organizations shall provide assistance on the tuition expense to denominational employees classified as regular and full-time and exempt from federal and state wage and hour laws. These children must be enrolled on the elementary, secondary, and liberal arts college levels, or in technical or professional schools on the undergraduate level, or a fifth year of college or graduate work required to secure teacher credentials.

B77:02 Eligibility

To be eligible for tuition assistance the student must be:

1. An unmarried dependent of the employee who is exempt from Federal and State wage laws and serves in an administrative, professional, or supervisory position.
2. Less than twenty-four years of age, unless the student has given compulsory military service, volunteer service for the church, or has a documented medical consideration.

3. Eligible to be claimed as a dependent on the employee's income tax return.
4. Born to, or legally adopted by, the employee and/or spouse or is a step-child by marriage receiving more than 50% of support from the new family unit.

B77:04 Tuition Assistance Grants

- 1) Dormitory Students - The Conference will make tuition assistance payments of seventy percent (70%) of tuition and all required fees for students who live in dormitories ONLY.
- 2) Non-Dormitory Students - The Conference will make tuition assistance payments of thirty-five percent (35%) of tuition and required fees for those students who do not live in dormitories or at home.

B77:06 Ineligible Educational Expenses

- 1) Music Lessons - This tuition assistance shall not include charges for private music lessons except where such lessons are required for credit towards a major or minor in music, in which case the above percentages will be applied on the basis on the tuition ordinarily charged for an equivalent number of credit hours.
- 2) 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. 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.
- 3) Academy Students Attending Summer College Sessions - Tuition assistance for academy students attending summer college session shall not be granted.

B77:08 Maximum Assistance Allowable

Assistance shall continue until an undergraduate course of studies is completed, with a maximum of nine semesters, or thirteen quarters, of undergraduate studies. An additional two semesters, or three quarters, may be granted only to complete graduate work necessary to secure teaching credentials.

College students who attend summer sessions shall be eligible for tuition assistance. Such attendance shall not count against the maximum semesters or quarters.

B77:10 Allowable Schools

The Northern New England Conference shall determine who shall be eligible for assistance under this policy. Employees are encouraged to send their youth to our Union college, AUC, but assistance may be granted outside of the Atlantic Union. Approval should be requested in cases when youth desire to attend a different college. Employees are encouraged to send their youth to a school within the Northern New England Conference, but assistance may be granted outside the NNEC and should be requested in these cases in advance of attendance.

Students attending denominational schools located outside of North America will be granted at the same amount they would receive if attending their home school. Subsidy for students attending at the secondary level will only be paid up to the amount that would be paid to attend a school in our conference.

B77:12 Reporting Procedures

Conference workers should submit their Dependent Tuition Assistance Application to the Conference office with their August's worker expense report. Summer school attendance is also included in the provisions of this policy. However, the worker should notify the Conference Treasury Department of any student who is attending school during the summer session.

B77:14 Payment Schedule

Payment of tuition assistance will be made directly to the school for credit to the account of a student who is enrolled in an elementary school, academy or college.

- 1) Elementary Schools - The Conference Treasury Department will contact school treasurers in August to obtain needed tuition and fee information and will make monthly scholarship grant payments to the school.
- 2) Academy - The Academy will bill the Conference in the fall and again in the spring the appropriate percentage of student tuition and fees. The scholarship grant payments will be made directly to the academy.
- 3) Colleges - The colleges will bill the Conference in the fall and again in the spring the appropriate percentages of student tuition and fees. The Conference Treasury Department will, in turn, pay the college.

B77:16 Both Workers Denominationally Employed

Where 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 shall be mutually agreed upon by the employing organizations concerned. Only one assistance shall be provided per student.

B77:18 Assistance for Children of Divorce and Remarriage Situations

- 1) Children under the custody of a divorced employee are eligible for assistance if the children are eligible to be claimed as dependents on the employee's tax return.
- 2) Children under the custody of the ex-spouse of the employee are eligible for

assistance if the children are eligible to be claimed as dependents on the employee's tax return.

- 3) An unmarried child not under the custody of the employee and not eligible to be claimed as a dependent on the employee's tax return is not eligible for assistance.
- 4) The controlling committee may make an exception to paragraph 3) above if the employee has assumed full responsibility for the child's educational expenses in a denominational school.

B77:20 Tuition Assistance for Non-Exempt Employees:

Tuition assistance for non-exempt employees will be discontinued as of January 1, 2003. Tuition assistance will continue for those employees receiving tuition assistance prior to this date for up to five years.

B:80 SICK LEAVE POLICY

The following guidelines will be used in determining the amount of sick leave that could be allowed for office support and/or hourly-paid personnel (sick time for other workers is normally two weeks per year with the exception of extenuating circumstances, as decided by the Conference Executive Committee).

B80:02 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). Regular part time employees shall accrue sick leave on a pro-rated basis.

B80:04 Division of Sick Leave Time

Fifty percent (50%) of the accrued sick leave time shall be available for short term illnesses and medical/dental appointments. The other fifty percent (50%) shall be available for extended illnesses, disability or incapacity. Childbirth is a qualifying incapacity.

B80:06 Short Term Illness

The first three (3) working days of any illness or time off for medical/dental appointments shall be charged to the short term sick leave bank.

B80:08 Carry Over of Short Term Sick Leave Time

Short term sick leave 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.

B80:10 Extended Sick Leave Time

- 1) Beginning with the fourth (4th) work day of an illness, full time pay shall be continued and charged to the extended sick leave 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 must submit a physician's certificate stating the nature of the illness, disability or incapacity. In cases where an employee is hospitalized, the above program of paragraph 1) above shall begin on the day of admittance to the hospital.

B80:11 Maternity Leave

1. Pregnancy/maternity leave shall be granted on the same basis as extended sick leave, in accordance with the Sick Leave Policy and Paid Leave Policy. 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 maternity leave shall be in harmony with the advice of the attending physician.
2. Beginning with the first day of pregnancy/maternity leave, regular remuneration will be continued and shall be charged to the extended sick leave bank until those accumulated hours have been exhausted. Accrued time in the paid leave bank may also be used for pregnancy/maternity leave. An employee may be remunerated on the foregoing basis whether or not she plans to return to work at the end of the maternity leave.

B80:12 Exclusions

Extended sick leave does not apply to:

- 1) Any day during which an employee is entitled to cash benefits for temporary disability under Worker's Compensation or employee'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.

B80:14 Carry Over of Extended Sick Leave

Extended sick leave time may be accrued to a maximum of 1,000 hours (26 weeks) and may not be transferred to the short term bank.

B80:16 Not Convertible to Paid Leave

Extended sick leave shall not be converted to paid leave or be considered as credit payable at the termination of employment.

B80:18 Portability

Accrued short term and extended sick leave time shall be transferred if an employee transfers directly to another denominational employer.

B80:20 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.

B80:22 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.

B:81 RENT SECURITY DEPOSIT

In instances when an employee joins the conference or is requested by the conference to move into an apartment or house where a security deposit is required, the conference will advance the security deposit, without interest, to the employee. This security deposit is to be repaid to the conference through payroll deductions over a period of twelve months.

It is the responsibility of the employee to obtain the security deposit from the landlord, and the conference will not be a party to any negotiations or disputes between the renter and the landlord.

B:82 DUPLICATE HOUSING EXPENSE (HOUSING ASSISTANCE)

1. DUPLICATE HOUSING - When a worker (pastors, teachers, conference officers, departmental directors) is moved from one location to another, and because of conditions of his lease, failure to sell or rent his home, or other significant cause, he/she is required to pay housing expenses both at their former location and at their new location, an allowance may be granted to cover the time when payments were being made at both locations and both homes are habitable.

a) Initial Assistance - This allowance may be granted under normal conditions for up to three (3) months. Employees may also be reimbursed for the cost of utilities to provide security lighting and minimum heating.

The application for duplicate homeowner's policy will be done on the basis of consecutive months from the point of origin for a new worker. The policy will be applied at the beginning of the individual's employment and continue on until the policy limits are exhausted or the former home at the prior location is sold -- whichever comes first.

b) Unusual Circumstances - In unusual conditions when the worker has not been able to sell the home at their former location, and evidence is presented indicating that the asking price meets the following criteria, the worker may be granted an additional three (3) months assistance:

- 1) The home has been listed for a price no greater than 100% of its

appraised value;

- 2) The appraisal was done by an independent, qualified appraiser such as an appraiser from a bank or savings and loan institution.

The reasonable cost of such appraisals will be reimbursed by the conference. A real estate agent shall be specifically excluded from the group of qualified appraisers

c) Extreme Circumstances - If the employee has not been able to sell the home after receiving 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 is not more than 95 percent (95%) of the appraisal during this period.

d) Amount - When granted, these monthly allowances shall be the actual house payment, up to a maximum of 75 percent (75%) of the Basis Remuneration Factor plus 100% of any cost of housing adjustment in the remuneration factor for which the worker was eligible at his former location. Fifty percent (50%) of any rental income shall be deducted from the allowance.

2. SHARING OF LOSS ON SALE - In view of the importance of pricing a home correctly before it is placed on the market, and due to the critical importance of the first 30 days in the sale of the property, both the employee and the new employer may agree at any time during the selling process that in lieu of spending all the duplicate housing allowance provided in NAD X 20 06, items 1 through 4, 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.

3. PURCHASE OF EMPLOYEE'S HOME - If in the course of transitioning an employee from one location to another, the employing organization decides that it is in its best interest to acquire the home where the employee currently lives, in order to facilitate the relocation of the individual to the new job assignment, the employing organization may exercise that option with the approval of the governing committee and where applicable, the association or corporation. The home shall be appraised by a third party, and the price will be set excluding realtor fees.

4. COORDINATION OF BENEFITS - The employing organization should discuss the options available to the employee, and should avoid the unnecessary multiple application of the provisions of this policy.

B:85 TERMINATION SETTLEMENTS

1. Termination Settlements -

- a) **Provision** - Employees whose employment is terminated may be eligible for a termination settlement if they meet the conditions of this policy.
- b) **Exceptions** - Some denominational organizations, have established policies to be implemented in case of voluntary termination of an employee which shall apply in

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

2. **Eligible Recipient -**

Full-time Employees - A regular full-time employee who:

- a) has at least two years of denominational employment; and
- b) receives regular remuneration that does not exceed the denominational Remuneration Scale.

3. **Eligibility Requirements -** Termination settlements may be granted to a full-time employee providing the employee meets at least one of the following conditions:

- a) **Involuntary Termination** - Is involuntarily terminated from employment. An employee who voluntarily terminates from employment is ineligible for this settlement.
- b) **Counseled to Resign** - Is counseled to resign by the employing organization.
- c) **Closure of Organization** - Is an employee of an organization being closed or moved to a different location and is therefore not able to continue employment.
- d) **Financial Exigency** - Is an employee of an organization which is required to reduce staffing because of financial exigency.
- e) **Elective Office** - An employee holding elective office is not considered terminated for purposes of this policy if he/she is not re-elected, unless no further assignment, consistent with training and/or experience is offered.
- f) **Criminal Conduct** - An employee terminated for criminal conduct is generally not eligible for termination settlement.
- g) **Medical Disability** - Is not able to continue employment because of medical disability as determined by appropriate medical certification and the controlling denominational committee, and is not eligible for disability retirement benefits or benefits from the Employee Disability Income Plan.

4. **Service Record -**

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

5. **No Service Credit** - The settlement shall not add service credit to the employee's record.

6. **Settlement -**

- a) **Amount** - The settlement may be a payment equal to 25 percent of one month's remuneration including cost of living adjustments but excluding area travel and all other allowances multiplied by the years of denominational service credit. No more than 20 years of full-time service shall be counted. (Any unpaid benefits earned by the employee, including but not limited to unpaid vacation time and unpaid sick time, are not part of this settlement and shall be paid separately to the employee.)
- b) **Method of payment** - The settlement computed in paragraph 1 above shall be paid in a lump sum consistent with the terms of NAD X 40 35.
- c) **Independent Transfers** - In the case of an independent transfer, the settlement should be calculated on only years of service earned as a church employee within the territory of the North American Division or as a regularly appointed interdivision employee from the North American Division.
- d) **Settlement for Teachers** - The settlement for teachers shall be based on the actual remuneration they have been receiving just prior to termination.
- e) **Basic Life Insurance** - A benefit paid from the basic life insurance NAD X35) shall in no way affect this settlement.

7. **Health Care Benefits** - Health care benefit coverage ceases with the effective date of termination. The ex-employee and dependents (i.e., spouse and dependent children) may be eligible for continued hospitalization and medical benefits. Non-emergency or preventative medical, dental, and optical care are specifically excluded. This assistance may continue for a period of two months or until the employee has obtained health assistance coverage, whichever comes first, or as required by state/provincial laws.

8. **Termination Settlement Expense -**

- a) **Employer Pays** - Termination settlements are the responsibility of the employing organization.
- b) **Release** - As a condition of receiving a termination settlement, employees are required to execute a release of any and all liability against the employer, related organizations and entities, agents and employees, therefore, the settlement is not to be construed as an employee benefit. If the release is not signed within 30 days of going off the payroll for regular remuneration, including accrued paid leave or accrued vacation, the termination settlement shall be forfeited. (A model release form is available from the Office of General Counsel of the General Conference)

B:90 TRAVEL EXPENSE POLICY

The following allowances are granted to workers to care for their travel expenses based on the following reporting procedures:

B90:01 Departmental Directors and Associates

Area Travel - Dollar budget as designated for travel within a 50 miles radius from the conference office.

Out of Area Travel - Dollar budget as designated for travel in NNEC territory and paid on a reimbursed actual basis up to an annual budget ceiling as recommended by the conference treasurer and approved in the annual conference budget. This includes mileage, per diem and motel costs for church business within the conference. One twelfth of the budget ceiling is applied cumulative each month through payroll. If a departmental director leaves the employment of the Northern New England Conference during the calendar year, the conference will reimburse up to one half (50%) of any excess out of area travel expenses reported.

B90:02 Special Travel Budget

All travel expenses outside of NNEC territory as approved by the annual operating budget.

B90:04 Ministers and Bible Instructors

1. Area Travel - Dollar budget as designated for travel within pastoral district.
2. Special Travel
 - a. Pre-approved trip reimbursement for travel in or outside the Northern New England Conference, outside of pastoral district, such as specially called meetings (ministerial workers' meetings, committee appointments, camp meeting, etc.)
 - b. Any special travel, other than for the above listed, specially called meetings, must be pre-approved, in writing, ahead of time by the conference officers.
 - c. Turnpike tolls are considered special travel.

B:95 CHURCH OPENINGS AND DEDICATION SERVICES

Travel to church opening and dedication services is considered a personal expense or should be cared for by the inviting church. Exceptions will only be made when authorization for such travel expenses is given in advance by a Conference officer.

B:100 VACATIONS

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

<u>Years of Employment</u>	<u>Vacation Time</u>
During first four-year period	2 weeks
During next five-year period	3 weeks
After 9 years of service	4 weeks

Employees are eligible to begin accruing vacation time at the 3 and 4 week rates after completing 5

and 9 years of service.

- a. Full time service for vacation accrual purposes shall include days worked, approved sick time, holiday and vacation days.
- b. 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. When an employee is transferred from one denominational organization to another, accrued vacation time of up to 150% of vacation entitlement including current year accrual, shall be paid in cash by the former employer to the employee at the time of transfer.

B100:04 Records

Denominational employers shall keep the necessary records for vacation accrual and vacations taken.

B100:06 Accrual of Vacation

Annual vacation should generally be taken in the year for which it is due. It is the responsibility of the worker to arrange his vacation.

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. Written request is to be made by the employee to the employer for a carry-over to the following year:

B100:07 Vacations During Workers' Meetings (Retreats)

Employee requests for vacations are not to be made during pastor/teacher conference and camp meeting. Vacation requests are also not to be made during office staff meetings in the case of officers, departmental directors/associates and secretaries.

B100:08 Termination, Separation or Retirement

At the time of termination or separation 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.

B100:12 Transfers

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.

B100:14 Use of Vacation Time

Vacation time accumulated for an employee may be used at such time or times during the year when requested by the employee, and authorized by the properly designated authority.

B100:16 Vacation Requests

A request for vacation should be made in advance except in an emergency when it is not known beforehand by the employee that leave will be needed. An absence under such circumstances should be reported immediately to the Conference officers.

B100:18 Holidays

The number of paid holidays granted in any one year shall not exceed nine (9), and any leave taken beyond that shall be treated as part of the annual vacation.

B102 Wellness Program

This program is to recognize that the health of conference employees is a good investment. We acknowledge that this program is only the beginning of a wellness program for employees in that it is only addressing the exercise area of wellness, but it is a start.

The amount is \$50 per month per employee plus \$50 per month per covered spouse. Funds cannot be granted retroactively.

This requires you submit to the conference health officer a statement of intent in regards to your own personal exercise plan. Each month the worker will indicate on the worker expense report the success of the employee and the covered spouse to be reimbursed at the \$50 per month rate. It is not expected to be complicated but to provide you a monthly reminder as to your commitment to your exercise program. It is obviously an honor system. The checklist of items for the employee wellness program are contained in a separate document.

G:05 ADVENTIST BOOK CENTER

The Adventist Book Center endeavors to maintain a complete supply of Seventh-day Adventist literature and health foods for your personal and soul winning work. This is your Adventist Book Center and we encourage you to channel all your purchases through them. Credit terms are available as outlined below:

G05:02 Church Accounts

All book and periodical purchases are to be paid in full upon receipt of the monthly statement.

An 1-1/2% service charge will be applied to all balances over 30 days past due. Standing orders on Sabbath School supplies and other church materials are subject to cancellation if the account is over 90 days past due.

G05:04 School Accounts

The policy is the same as for church accounts.

Orders for additional school materials will not be sent if the account is over 90 days past due.

Upon beginning a new school year, the accounts must be paid in full from the previous year before the new supplies will be sent.

G05:06 Worker Accounts

Accounts for Northern New England Conference workers are to be paid in full upon receipt of the monthly statement unless prior arrangements have been made with the Adventist Book Center manager.

A 1-1/2% service charge will be added to the unpaid balance if over 30 days past due.

In the event that a worker's employment with the Northern New England Conference is terminated,

the balance due shall be deducted from the final payroll check unless, other arrangements are made.

G:15 CHURCH MEETING TIME

Whenever there is a change in the meeting time of Sabbath School, church service, or prayer meeting, the Conference secretary should be notified of this change.

G:20 CONFERENCE OFFICE

Conference office hours:

Monday - Thursday

7:30 a.m. - 5:30 p.m.

G:25 GLEANER NEWS ITEMS

It is expected of each Conference worker that brief, though frequent, news items shall be sent to the Conference to the Communication office regarding the work in his/her area of responsibility. These reports are then prepared for publication in the Union paper under the Conference heading. Such things as baptism, special services, evangelistic meetings, weddings, school activities, and any other item of interesting experiences in the worker's ministry provide good articles for the *Gleaner*. Full cooperation of each Conference worker is expected on this matter. Pictures of the event always increase the interest of the article.

G:30 GUEST SPEAKERS

Christ centered messages faithful to the beliefs and mission of the Seventh-day Adventist church should be provided for our members. Great care is to be exercised in inviting guest speakers or organizations to our churches, schools, or other institutions. Only the pastor appointed for district leadership may exercise the responsibility for such invitations and for the Sabbath pulpit schedule.

Lay members asked to fill pulpits should be members in good and regular standing and recommended by their pastor. Persons presenting themselves as pastors, lay pastors, or lay preachers should have current credentials issued by a denominational organization.

Persons who are employees, representatives or agents of organizations that are not regular denominational organizations and that have not met qualifications for inclusion (for example independent ministries that do not support the work of the organized church) should not present programs or messages in our churches, schools, and other institutions.

It is also understood that appeals for special offerings or donations should not be made without the approval of the church board or conference executive committee.

When a pastoral vacancy exists in a district, the office of the president of the NNEC will communicate with elders to assure appropriate pulpit ministry as per this policy.

G:45 INCOME TAX GUIDELINES

G45:02 Self Employed Individuals

Each employee who is classified as a minister by license or credentials is considered a self employed person and, therefore, is responsible for his or her Social Security taxes as well as all income taxes for Federal, State and City governments.

G45:04 Principles to Follow

Determine the estimated taxable income for the taxable year and ascertain the dollars needed to meet your Social Security expense at the current rate for self employed individuals.

Determine the total taxable income, less parsonage allowance, and itemized deductions to arrive at an estimated adjusted gross income which will be the base for determining the estimated Federal, State and City income taxes.

You probably will need to declare an estimated tax payment quarterly for both Social Security and income taxes. See your I.R.S. for Federal forms, the State for State forms, and the local municipality for the City forms and rates.

Finally, if you need further counsel, please see your tax consultant.

G45:06 Social Security Recommendation

The General Conference of Seventh-day Adventist currently recommends that self employed individuals remain in the Social Security program. If an individual were to opt out of the Social Security system, the medical expense benefits available at retirement under the denominational medical expense assistance policy would be reduced as it would assume Medicare coverage and pay accordingly.

G45:08 Income Tax Reporting

It has been the policy to mail each worker a statement of his/her taxable income (W-2) on or before January 31. Copies of this information are also filed with Internal Revenue Service and the New York State Department of Taxation respectively.

G45:10 Tax Timetable

ON OR BEFORE

You should....

April 15

a) File final returns for the previous year and pay balance due or take credit for over-payment which can be applied toward current year estimated tax.

b) File declaration of estimated tax for current year and make first quarter tax payment.

June 15

a) Deposit one-fourth of estimated tax for the current tax year.

G45:12 Declaration of Estimated Tax

Declaration of estimated tax filed in April should include estimated Social Security tax, as well as estimated income tax. This, in effect, will enable you to pay your Social Security tax as well as your income tax quarterly. Consideration should also be given to salary increases when computing estimated taxes. Remember, you are responsible for your tax reporting to the government when you work on self employed basis.

G:55 INSURANCE ON PROPERTIES

All properties must be properly insured with both property and liability insurance.

All churches and schools are to place their insurance through the Conference Treasury Department.

Each church and school is to set up a Loss Control committee to take steps to see that the properties are maintained in such a manner as to minimize possible accidents or fires. Loss control will ultimately keep premiums at a minimum as well as possibly prevent injury to a member or visitor.

G:60 BLANKET FIDELITY BOND

The Blanket Fidelity Bond policy covers all those in the field who are asked to be responsible for handling monies for the Northern New England Conference, the schools or churches. It is understood that, if any person is responsible for missing money, the matter will be turned over to the Bonding Company for reimbursement, realizing that this would mean that the person would be prosecuted by the ordinary process of law.

G:65 LOSS CONTROL POLICY

The management of this Conference recognizes that loss control is an essential ingredient in the work of the church for humanitarian, economic and legal reasons.

Management has dedicated itself to providing the active leadership and support necessary to develop and maintain a successful loss control program with these objectives:

- to provide a safe and healthful environment for all employees;
- to minimize the risk of human and economic losses resulting from unnecessary personal injury and property damage; and,
- to insure the security, protection and well-being of the personnel, property and vehicles of our Conference.

The success of the loss control program requires the full, earnest cooperation of each employee. Loss control must be considered a vital part of every job in the Northern New England Conference.

G:70 MINISTRY MAGAZINE

The Northern New England Conference provides a complimentary subscription to *Ministry* magazine for all pastors, Bible instructors, departmental directors and assistants.

G:75 OFFERINGS

G75:02 Special Offerings

The Conference Executive Committee has designated the offerings for each Sabbath in our churches; therefore, the entire offering, including the loose money received, offerings designated in tithe envelopes, and contents of the special envelope where one is provided, will be applied to the credit of the offering of that Sabbath.

G75:04 Offerings Sent Directly to Mission Field or Individuals

Funds sent directly to any missionary or mission field are discouraged and the missionary or mission is required to report the same through the Union and Division to the General Conference with the understanding that it be left to the discretion of the General Conference Budget Committee to decide if these funds are to be deducted from the appropriations going to the field involved.

G:80 PAYROLL ADVANCES

Requests for payroll advances (with the exception of necessary medical advances) are discouraged. A worker is expected to handle their finances in such a way that advances will not be necessary. The Treasury Department is, however, always ready to assist in meeting an emergency that might arise.

G:81 NOT TO SEEK GIFTS OR LOANS

Employees shall not in any way seek personal gifts or loans from church members *or churches*. . *Employees shall not accept loans from church members or churches*. Neither should the employee expect a loan from the conference. If any employee needs a loan, they should seek one from an institution that is in the business of giving loans, such as a bank or credit union, rather than the conference.

G:82 REVOLVING FUND (ATLANTIC UNION) LOAN POLICIES

Loans are available from the Atlantic Union Revolving Fund for new churches and schools, for parsonages, and for major building renovations. Loan applications may be obtained from the Conference Treasury Department. These applications must be approved in the following sequence:

- 1) first, by the local church board;
- 2) second, by the Conference Executive Committee; and,
- 3) last, by the Atlantic Union Executive Committee, who makes the final approval.

The guidelines for loan approval are as follows:

- 1) at least fifty percent (35%) of the project cost should be in hand;
- 2) the borrowing entity cannot borrow more than twice its annual tithe;
- 3) The conference building appropriation of 10% cannot be counted toward the cash or liquid assets in hand.
- 4) the payback period can be no longer than twenty (20) years.
- 5) If a church or connected school is behind on payments of accounts receivable or notes receivable, no new loans will be approved.

G:85 SABBATH RESPONSIBILITIES

The Sabbath day is the busiest and most important day for the minister. It is the day that he stands before his congregation imbued with a special message from the throne of grace. The influence of the pulpit over the pew is not to be underestimated. Consequently, the minister should be jealous of this high honor and should not willingly relinquish this Sabbath responsibility or absent himself from the pulpit or the church over which he has been given charge. It is not his prerogative to visit any other district or to be absent from his church on the Sabbath unless proper arrangements have been made with the Conference president.

G:87 SCHOOL BUS SAFETY

Driver Qualifications -- Each driver shall be properly licensed to drive the vehicle and shall have fulfilled prescribed hours of training as required by local law. The recommended minimum age of drivers shall be 21 years old. A minimum allowable age of 19 years may be granted with the approval of the conference officers.

Driver Record -- Prior to driving the motor vehicle record of each driver shall be obtained from state records and reviewed. Each driver shall have an acceptable driving record with not more

than two traffic citations during the previous three years. When a driver does not meet the above driving standard while driving any vehicle, he shall not be assigned to or retained for a driving position.

G:90 TITHING BY WORKERS

General Conference policy regarding the paying of tithe by our workers reads as follows:

“No church organization shall employ a Seventh-day Adventist who is not a faithful tithe payer and such workers who are known to be unfaithful in tithe paying shall not be transferred to another denominational organization.”

The conference has the responsibility to check periodically to assure that employees are meeting this standard. The determination of the tithe amount is an individual matter.

Workers are expected to stress tithe paying as an act of worship. It is suggested that two or more sermons on tithe be given each year in all of our churches. The pastor should inspect the books of the church treasurer to become acquainted with the status of his members with regard to tithe paying. Tact and discretion are important when encouraging our people to be faithful in stewardship.

G:91 TITHING BY CHURCH LEADERS

All denominational employed Seventh-day Adventist's 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.

G:92 WITHHOLDING TAXES

Federal income, state and/or city taxes and social security are withheld from your paycheck according to law. The amount withheld for Federal Income Tax is based on the exemption certificate you sign at the time of employment. It is important to report immediately any change in your dependents. An annual statement of total earnings and deductions for taxes is issued in January. Ministers are considered to be self-employed for tax purposes. They are responsible for filing the appropriate estimated tax returns and also the year-end tax returns. An appropriate statement showing the earnings will be issued to each minister in January of each year of the preceding year.

G:95 WORKERS' PERSONAL FINANCE

The standards of the ministry in all things should be maintained on an irreproachable basis, in order that “the ministry should not be blamed,” special attention being called to these points:

- 1) Our Conference and institutional workers shall refrain from all sidelines of business and give themselves wholly to denominational work and the ministry of the gospel.
- 2) Our workers 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.
- 3) No worker shall be employed who is not a faithful tithe payer and workers who are known to be unfaithful in tithe paying shall not be

transferred to another conference without proper consideration of this standing of the worker.

- 4) Our workers shall not in any way seek personal gifts from our people. When it is necessary for them to discuss their financial affairs, this should be done with their employing bodies rather than the members of the church.
- 5) Workers who continually neglect or refuse to pay their just obligations shall be advised to take up some other line of work.
- 6) Proper and satisfactory arrangements shall be made by workers for all financial obligations before transferring to another conference.
- 7) While it is desired that every worker be encouraged to make continuous effort for self-improvement, no full time conference worker or other denominational employee should take residence schoolwork or any line of study that would make inroads upon time that should be given to their regular duties without first making proper arrangements with the Conference officers. A continuing education policy is shown under the employee benefits section of this book.

G:97 WORKERS' COMPENSATION INSURANCE

The Northern New England Conference provides Workers' Compensation coverage on each worker for the protection of the worker as well as the Conference.

G97:02 Report of Injuries

It is necessary for the Treasury Department to have an immediate report from any worker suffering an accident which occurs in connection with his/her work in the line of duty. It is to be noted that report of such injuries must be filed with this office within twenty-four (24) hours of the time of injury.

G97:04 Information Needed

When reporting an accident to the Conference, please include the following information:

- 1) Date and time of injury;
- 2) Description of the injury;
- 3) Description of how the injury occurred.

The Conference does not pay the employee that part of the salary equivalent which is covered by Workers' Compensation.

***G 98 Out of Conference Travel**

When travel outside of the conference is necessary, please notify a Conference officer for approval in advance of travel. Provide information including where you may be contacted, departure and return dates. We need this information in order for your employer paid insurance to be in effect.

***G 98:02 Protocol for Mission Trips**

Church Sponsored; or Individuals within a church or churches

1. Local Church Board Vote of concept with clear notation of who pays for what.
2. Obtain a short term mission trip form from the NAD Volunteer Ministries

3. Complete above form and obtain required documents listed on form.
4. Obtain invitation in writing from the Conference where mission trip is to occur.
5. Send copies of items 1-4 to NNEC Executive Committee for review/approval
6. Call Adventist Risk Management & arrange to obtain insurance.

A:05 CHURCH PROPERTIES RENTAL POLICY

The Northern New England Conference discourages the rental of its churches, schools, community service centers to non-Adventist groups due to the added liability exposure presented to the property owner. The Northern New England Conference also declines to issue insurance riders on its liability policy in behalf of any other organization, including non-Adventist groups.

The rental of church-owned properties also increases the wear and tear to buildings and equipment owned by the church unnecessarily. Such depreciation can cause hardship and displeasure within the church.

A05:02 Insurance Requirements

The Northern New England Conference does recognize that some churches do allow the use of their church properties either on a rental or extended-loan basis. In such a case the Northern New England Conference does require the renter to provide a certificate of liability insurance with combined single limits of one million dollars as a minimum and that the Northern New England Conference Association of Seventh-day Adventist be named as an additional named insured on said certificate. A copy of the insurance certificate must be sent to the Conference office.

A05:04 Rental Agreements

All congregations which rent or loan their church properties are required to submit a copy of the proposed rental or extended loan agreement to the Association treasurer. All rental/ loan agreements must be approved by the Northern New England Conference Association Board of Trustees before such an agreement is started. A sample rental agreement is shown in Appendix A.

A:10 CONFLICT OF INTEREST

The following Conflict of Interest Policy, as recommended by the General Conference at the Autumn Conference, 2000, is the policy of the Northern New England Conference as follows:

All trustees, officers and employees of denominational organizations have a duty to be free from the influence of any conflicting interest when they represent the organization in negotiations or make representations with respect to dealings with third parties and they are expected to deal with all persons doing business with the organization on a basis that is for the best interest of the organization without favor or preference to third parties or personal considerations.

A conflict of interest arises when a trustee, officer or an employee of the organization has such a substantial personal interest in a transaction or in a party to a transaction that it reasonably might affect the judgment he/she exercises on behalf of the organization. They are to consider only the interests of the organization, always avoid sharp practices and faithfully follow the established policies of the organization.

Although it is not feasible in a policy statement to describe all of the circumstances and/or the conditions that might have the potentiality of being considered a conflict of interest, the following situations are considered to have the potentiality of being in conflict and therefore are to be avoided:

- 1) Engaging in outside business or employment which permits

encroachment on the organization's call for the full services of its employees even though there may not be any other conflict.

- 2) Engaging in business with or employment by an employer that is in any way competitive or in conflict with any transaction, activity or objective of the organization.
- 3) Engaging in any business with or employment by an employer that is a supplier of goods or services to the organization.
- 4) Making use of the fact of employment by the organization to further outside business or employment, or associating the organization or its prestige with an outside business or employment.
- 5) Owning or leasing any property with knowledge that the organization has an active potential interest therein.
- 6) Lending money to, or borrowing money from, any third person who is a supplier of goods or services and/or a trustor or who is in any fiduciary relationship with the organization or is otherwise regularly involved in business transactions with the organization.
- 7) Accepting of any gratuity, favor, benefit, or gift of greater than nominal value beyond the common courtesies usually associated with accepting business practice, or of any commission or payment of any sort in connection with work for the organization other than the compensation agreed upon between the organization and the employees.
- 8) Making use of any confidential information acquired through employment by the organization for personal profit or advantage, directly or indirectly.

A statement of acceptance of the policy on conflict of interest shall be presented to, and the acceptance signed by Conference administrators and departmental leaders and by each member of the Board of Trustees and all employees of associations and institutional corporations having responsibility in connection with the handling of trustee funds, and the Board of Trustees of such organizations shall be appraised annually by denominational auditors of inherent exposures to denominational assets.

A:15 LIFE ESTATES, WILLS AND ANNUITIES

All of our workers are to encourage our constituency to consider channeling funds and property into the cause of God. Transfer of funds or property to the Conference in direct counsel with the Conference officers may be made by outright gifts or by any of the following methods:

- 1) **Will:** The Conference may be named in a person's will to receive either a specific amount or the residue of the estate after paying other bequests and it is recommended that a Conference representative (usually one of the Conference officers) be named in the Will as executor. Extreme precautions should be taken that the Will is properly drawn by an attorney and that all legal technicalities complied with.
- 2) **Life Estate:** Real estate may be transferred to the Conference by deed with a Life Estate clause which leaves the property, including its income, in the possession, and under the entire control of, the donors as long as they live. At their death, the deed passes complete title to the Conference without the complications of being part of the estate. This procedure is recommended whenever possible.
- 3) **Annuity:** An Annuity fund can be deposited with the Conference which will insure a regular

quarterly payment to the donor as long as he/she lives. The amount of the payments will depend upon the size of the annuity deposit and the age of the donor. No withdrawals may be made from the fund other than the regular quarterly payments.

- 4) **Trust Agreements:** Funds may be deposited with the Conference in a Trust Agreement on which interest of the approved rate of the Atlantic Union Revolving Fund will be paid. Withdrawals on portions or the entire principal may be made according to the Agreement signed at the time of deposit. Any amount remaining in the fund at the time of the donor's death shall be dispersed in harmony with the terms of the Trust Agreement. This dispersion may be made the same as that in a Will. The use of the Trust Agreement, however, eliminates the court costs of probating a Will. It is not necessary to probate a Trust Agreement.

In all of these transfers of money or property, the Conference should always be referred to by its legal name: The Northern New England Conference Association of Seventh-day Adventist.

Persons interested in obtaining more information on any of these plans should be referred to the Conference Trust Director for counsel.

A:40 PROPERTIES

Title of all schools, churches, parsonages, etc., is held in the name of the Northern New England Conference of Seventh-day Adventists, Inc. Because of various legal reasons, great care must be exercised in the purchase or disposition of any such property. All agreements to sell or purchase **MUST** be signed by a Conference Association officer.

Churches, schools and parsonages within the territory of NNEC are exempt from most real estate taxes. Taxes for sewer and water use usually have to be paid. Any documents arriving at the local church or school should be forwarded immediately to the Conference so that they will be properly cared for. Any questions from passing authorities should, likewise, be referred to the Conference office.

Below are the specific steps that need to be followed in the purchase or sale of property. The purchase or sale of property, especially church-owned property, within the territory of NNEC is a very complex procedure. It is imperative that these steps as outlined be followed.

A40:02 Purchase or Sale of Property

The purchase or sale of property involves action on the church level and also the Board of Directors of the Northern New England Conference Association. The steps outlined below will provide for an orderly purchase or disposition of such property.

- 1) The appropriate board and constituency, such as the church in business session, is to vote on the purchase or sale of any property. The Conference officers should be communicated with so they can give their input, and they should be invited to that board meeting or any prior meeting where a decision would be made. The specific conditions are to be clearly voted upon and recorded in the official minutes of the church clerk.
- 2) The appropriate board is also to review specific aspects of the proposed real property purchase. These comprise pertinent questions which should be answered in the affirmative to demonstrate that this is wise and prudent purchase for the Seventh-day Adventist Church. These questions will be used as criteria for approval of building plans and are in the form of a questionnaire which is to be completed and sent to the Conference secretary along with the transmittal letter specified in the following point (3). These questions are as follows:
 - a. Can building permit be obtained if purchasing land only.

- b. What is the present zoning for the property and can it be changed if necessary.
- c. What is availability of electric power and what is the cost of acquiring such if not present on the premises.
- d. Will a clear property be available free of liens and easements. If such is present, provide description.
- e. Is water, sewer and natural gas available. If any one of the three are not available, what recourse will be used to provide such.
- f. Has the asking price of the property been reviewed by appraisal or comparative properties in the area.
- g. Does the location promote future growth of the church in terms of size, attractiveness, and visibility of the Adventist church to the area.
- h. Does the location provide proper accessibility to public highways.
- i. Are there any mineral rights to the land that will or will not be conveyed.
- j. What is the condition of the soil in terms of parking lot preparation and basic building foundation preparation. Is any condition present that would seriously adversely affect building costs.
- k. Are there any known environmental hazards or past hazardous waste spills on the premises.

A transmittal letter is to be addressed to the Conference officers giving the specifics of this purchase or sale. Below is a list of the information that needs to be forwarded to the Conference office.

- a. A brief description of property purchased or sold.
- b. For purchases, the name of present owner, indicating an address and telephone number of individual(s) involved in the transaction.
- c. For purchases, the cost of the purchase and a statement of the terms requested by the seller.
- d. For purchases, a financial plan voted upon by the church indicating funds available, funds to be raised, and any funds to be borrowed, as well as the source of borrowing.
- e. A listing of the date(s) of the board meeting and business meeting at which the purchase or sale was approved.
- f. The name, address, telephone number of the real estate agent if there is one involved in the purchase.
- g. Any other pertinent information involving this purchase or sale.

All purchases and/or sale of property must be voted by the Board of Directors of the Northern New England Conference Association of Seventh-day Adventist, in consultation with the conference attorney. The conference attorney will handle all legal matters involved in the purchase and/or sale of said property.

Notes:

Appendix

A

AGREEMENT FOR USE OF CHURCHES/SCHOOLS ON A TEMPORARY BASIS

Northern New England Conference of Seventh-day Adventists

The Seventh-day Adventist churches within the Northern New England Conference of Seventh-day Adventists are places of worship for the congregation and are also centers for various outreach ministries to the communities which they serve.

Occasionally our congregations do not have a permanent place of worship and, often, congregations of other denominations allow our congregations to use their facilities on a temporary basis. On other occasions, our congregations are asked by congregations of other denominations to allow our facilities to be used on a temporary basis while these congregations make arrangements for their place of worship.

The purpose of this agreement is to have a written understanding of how Seventh-day Adventist congregations in the Northern New England Conference of Seventh-day Adventists allow other congregations to use their facilities, whether it be the church or the school facility.

- 1.) In order to prevent misunderstandings, this written agreement is the only official agreement between the _____ and the _____ (congregation/organization) and any exceptions shall be noted in this agreement and approved by the appropriate bodies.
- 2.) Either congregation/organization may terminate this agreement within _____ days by providing a written notice.
- 3.) While Seventh-day Adventist churches/schools within the Northern New England Conference do not enter into formal rental agreements with other congregations/organizations by charging for rent of the facility, it is usually necessary to cover the additional cost incurred by allowing another congregation/organization to use our facilities. These costs include utilities, maintenance of the building due to additional use and wear and tear, etc. To assist the Seventh-day Adventist churches/schools in recovering these costs, it is understood that it will be reimbursed for these costs on the following basis:

Initial charge is to be \$_____ per usage, to be renegotiated when and if usage of the church facility begins.
- 4.) The _____ (congregation/organization), who is temporarily using the Seventh-day Adventist building at _____, may not erect permanent signs either in the building or on the property. It may place temporary signs in front of the building, which should be there only during the hours that they are using the facility.
- 5.) The facility shall be used by the _____ (congregation/organization) at the following times:

(outline specific times)
- 6.) This agreement for the temporary use of the _____ Seventh-day Adventist Church is not transferable to any other group.
- 7.) The building is insured; however the _____ (congregation/organization), having temporary use of the building, must provide its own

liability insurance in an amount of not less than \$1,000,000. A certificate indicating that the **Northern New England Conference of Seventh-day Adventists**, the ecclesiastical organization, the **Northern New England Conference of Seventh-day Adventists, Inc.** and the _____ **Seventh-day Adventist Church** are additionally insured shall be issued to each entity **prior to use** by _____ congregation/organization). The _____ Seventh-day Adventist Church is responsible for building insurance.

- 8.) Any, and all damages caused to the property by _____ during the period of temporary use are the responsibility of the _____ (congregation/organization) who has temporary use of the building.
- 9.) The governing boards of the respective parties are to approve this use agreement.
- 10.) Approval procedure:
 - a.) The approval for the Seventh-day Adventist Church is as follows:
 - i.) The church board is to review this use agreement and approve it, noting any variations from this general agreement (general questions about the agreement should be addressed to the Conference secretary, specific questions about the insurance certificate should be addressed to the Conference treasurer.)
 - ii.) Once the congregation/organization requesting temporary use has approved the agreement and it has been signed by duly authorized representatives of that congregation/organization, it shall be executed by the following persons:

In use of Churches: the pastor of the Seventh-day Adventist Church and the clerk.

In use of Schools: the pastor of the local church and the church board chairperson.
 - iii.) Once the agreement has been executed by both parties, it is forwarded to the secretary of the Northern New England Conference of Seventh-day Adventists for final review.

Approval by the _____ Seventh-day Adventist Church:

This agreement has been approved by the church in business session on _____ (date).

_____, Pastor

_____, Church Clerk

Approval by the _____ (congregation/organization):

This agreement has been approved by the _____ (governing board of congregation/organization) on _____ (date).

_____, _____
Title

_____, _____
Title

Reviewed and approved by the Northern New England Conference of Seventh-day Adventists on
_____, (date).

Merlin Knowles, Secretary

Appendix

B

Northern New England Conference

Summary of Employee Benefits

January 2007

BENEFIT	ADMINISTERED BY	BENEFIT PAYMENTS	SPECIAL NOTES	W-2 TAX TREATMENT	EMPLOYEES APPLICABLE TO
Medical/Dental/Optical	Adventist Risk Management	80% with \$20 co-pay to maximum OOP; \$250/500 Deductible - Mandatory payroll deduction. Prescription plan (see policy book).	Medical Reimbursement form used – application to Adventist Risk Management.	Non- taxable	Full-time Employees
Dependent Tuition Assistance	Treasury	70% dormitory 35% elementary-college non-dormitory	Requires Form in benefit book. Paid 3 times per year on quarterly basis. Paid 2 times per year on semester system.	Taxable	Salaried Employees
Automobile Insurance (a) Auto Insurance Premium Assistance (b) Auto Insurance deductible assistance	Treasury	Based on premium paid. (Formula applied—see policy book) Excess of \$50 up to deductible.	Benefit reduced if more than 2 points on driving record. Requires form in benefit book and premium notices.	Taxable	Pastors, Departmental Directors, Associates, Officers
Regular travel allowance (Pastors, School Principals, Office Workers)	Treasury	Subject to number of churches and memberships (See policy book). Per Union Education Code. Up to a ceiling of \$190/month.	Flat payment for travel within district.	Taxable-pastors, principals non-taxable- office/ pastors (optional)	Pastors, School Principals, Departmental Directors, Officers
Area Travel (office only)	Treasury	\$310 - \$360 per month	Per policy according to position.	Taxable	Officers, Departmental Directors, Associates
Special Travel	Treasury/Officers	Mileage/per diem/motel for travel outside district or outside NNEC territory for office workers.	Except for items clearly stated in policy book. Requires administration approval.	Non- taxable	All Employees
Cost of Living Allowance (COLA) Determined by ERI	Treasury	Varies according to one of 10 factors set by ERI study and varies according to employee's percentage of remuneration.	See Treasury scale for 10 ERI categories. ERI factor multiplied by salary percent.	Taxable	Full-time Employees
Excess Rent Subsidy	Treasury	75% of the excess rent paid over 30% of the 100% pay category of the worker up to a ceiling determined by committee.	Copy of rental agreement must be provided to Treasury.	Taxable	Full-time Employees

BENEFIT	ADMINISTERED BY	BENEFIT PAYMENTS	SPECIAL NOTES	W-2 TAX TREATMENT	EMPLOYEES APPLICABLE TO
Moving – Flat moving Allowance (formerly “curtain allowance”)	Treasury	16.7% of Category A for single workers. 33% of Category A for workers with a family.	Includes telephone hookup, moving pads, packing materials, curtains, misc. items.	Taxable	Full-time Employees
Moving - Van/U-Haul	Treasury	Either: 1. Moving van from Conference mover 2. U-Haul reimbursement 3. U-Haul move with 75% equivalent of lowest mover bid.	Arranged with Treasury. Requires special forms for 1040 tax treatment. Get list of movers from Treasury.	Taxable (Employee deducts related expenses on form #3903)	Full-time Employees
Moving - Automobile	Treasury	Auto mileage-- .38 per mile. Reimbursement of registration, license and excise tax for maximum of two vehicles when required for new state. Must be applied for within 90 days.	None	Taxable	Full-time Employees
E-mail Allowance	Treasury	\$10/month or e-mail basic charge.	Requires proof of service.	Taxable	Full-time Employees
Camp Meeting Allowance	Treasury	.36 per mile-one round-trip home per week during pre-camp pitch. .36 per mile-one-round trip home camp pitch through camp strike. \$16/day per diem for employee \$8/day per diem for employee's dependent children and spouse while in attendance (maximum of three children).	Reportable Expense. Requires Camp Meeting Allowance Form.	Taxable	Full-time Employees
Continuing Education	Treasury	Pastors and Office: \$300 per Year (can accumulate 2 years) Teachers: Per Education Policy.	Pastors require Pastoral Advisory approval. Staff requires Administration's approval. Teachers require Education Superintendent approval (under program at Atlantic Union college, unless otherwise approved).	Non-taxable	Full-time Employees

BENEFIT	ADMINISTERED BY	BENEFIT PAYMENTS	SPECIAL NOTES	W-2 TAX TREATMENT	EMPLOYEES APPLICABLE TO
Long Term Disability Insurance	Adventist Risk Management	Covers disability sustained on or off the job and lasting longer than 180 days. (60% current earnings).	Automatic	Non-taxable	Full-time Employees
Survivor Benefit	Treasury/Risk Management	To beneficiary: Flat amount: \$100,000 Spouse: \$50,000 Child: \$10,000 Still-born: \$750	Automatic. Requires death certificate. Applied for by Conference Treasurer.	Taxable benefit. (Can opt for basic lower coverage – non-taxable).	Full-time Employees
Vacation	Administration	Two weeks—basic 3 weeks after 4 years 4 weeks after 9 years	Have Fun!	N/A	Full-time Employees
Retirement Plan	NAD Adventist Retirement Office	5% pay & 1.25% ceiling on voluntary match. 403b Defined Contribution Plan.	Ask for Brochure.	Tax-deferment on voluntary payroll deduction	Full-time Employees
*Tax-sheltered Annuity	Adventist Risk Management	Benefits payable at retirement according to amount invested.	Payroll deduction. Requires application to Adventist Risk Management.	Non-taxable	Full-time Employees
*Accidental Death/Dismemberment Insurance	Adventist Risk Management	Varies according to premium chosen.	Payroll deduction. Requires application to Adventist Risk Management.	Non-taxable	Full-time Employees
*Hartford Group Universal Life Insurance	Adventist Risk Management	Varies according to plan chosen.	Payroll deduction. Requires application to Adventist Risk Management.	Non-taxable	Full-time Employees
Cafeteria Plan	Adventist Risk Management	N/A	Allows employee to get tax deduction for planned medical/child care expenditures.	N/A	Full-time Employees

*Voluntary Optional Programs Offered

SUMMARY

A. Items Employee Needs to Apply for:

- | | | |
|-----------------------|-------------------------|----------------------------|
| 1. Medical | 5. Special Travel | 9. Excess Rent Subsidy |
| 2. Scholarship | 6. Moving | 10. Camp Meeting Allowance |
| 3. Auto Insurance | 7. Continuing Education | 11. E-mail Allowance |
| 4. Out of Area Travel | 8. Insurances | |

B. Items Administratively Applied for:

1. COLA
2. Area Travel
3. Flat Moving
4. Insurance Payout

THIS SUMMARY IS PROVIDED AS A REFERENCE AND IS NOT TO REPLACE AN EMPLOYEE'S KNOWLEDGE OF CURRENT POLICY PROVISIONS OR AMENDMENTS.

Appendix

C

Personal Critical Data

Provide information to assist your family in the case of your death or incapacitation. A copy should be kept with your personal papers, and with key relatives. At your request your employer will keep a copy with your confidential personnel file. Attach a number any additional pages/documents.

Name: _____ Date of Birth: _____

SS #: _____ Organ Donor: ☐ Yes ☐ No

Place of Birth: _____

Family Members	Date of Birth	Address/Phone	Dependent? Yes or No
	/ /		
	/ /		
	/ /		
	/ /		
	/ /		
	/ /		
	/ /		

Contacts in Case of Death

Provide names of individuals to be contacted in case of death

Relationship	Name	Address	Phone
Spouse			
Pastor			
Attorney			
Employer			
Will Admin.			
Retirement Plan			
Trust Admin.			
Physician			

Insurance Policies

Document Location	Policy #	Company	Beneficiary	Type of Coverage	Agent Telephone #

Financial

Account #	Financial Institution	Type of Account (Checking, Savings, IRA, 401(k), 403(b), Brokerage, etc.)	Address	Telephone

Creditors/Debtors

Account #	Financial Institution	Type of Debt (Mortgage, Line of Credit, Auto Loan, etc.)	Address	Telephone

Location of Key Documents

Provide information required to access key documentation.

Will/Advance Directive	
Marriage Certificate(s)	
Birth/Adoption Documents	
Safe Deposit Box	
Vehicle Registration & Title	
Burial Plot Information	
Medical & Dental Records	
Real Estate Documentation	
Tax Returns	
Credit Card Records	
Bank Statements	
Military Discharge Papers	
Other (Divorce Decree, Death Certificates, Trust Documents, etc.)	

Signature

Date

of Attached Pages

Appendix

D

Codes of Conduct and Guidelines for Volunteers

Revised 2005

Acknowledgement:

Because our society is filled with pain, problems and litigation caused by improper conduct of individuals working with children and youth, it is imperative that those working with children have meaningful guidelines for conduct – to protect both themselves and those under their care. As a ministry volunteer, you want parents and others to feel comfortable and confident with you.

My Commitment to Volunteer Ministry:

I will,

1. Never leave child or group of children for whom I am responsible unattended. I will provide appropriate supervision at all times.
2. Always have at least one other adult, 18 years or older to help with the supervision of children. If you find yourself in a situation where you are the only adult present, **UNDER NO CIRCUMSTANCES** should you allow yourself to be alone with one child.
3. Always ask a child's permission before physically touching them anywhere, even when responding to an injury or problem. This is especially true for any areas that would normally be covered by a T-shirt and/or shorts. If an injury is within this area, make sure another adult works with you as care is provided.
4. Refrain from physical and verbal attacks and corporal punishment which is inappropriate behavior and should never be used as discipline. "Time outs" or "sit-in-that-chair" may be helpful discipline methods to use with children.
5. Affirm children with appropriate touch by keeping hugs brief and "shoulder-to-shoulder" or side-to-side." Always keeping hands at (not below) the shoulder level. A caregiver's kiss should be to the forehead or cheek only-not elsewhere. For small children who like to sit on laps, encourage them to sit next to you.
6. Provide extra care when taking small children to the restroom. I will take another adult along, or leave the door open.
7. Be aware conducting activities in rooms that do not have an interior viewing area or I will leave the door open during the activity to allow easy observation by others.
8. Cooperate with the volunteer screening process and complete the Volunteer Ministry Information Form as required by the Church.
9. Be aware of the symptoms of child abuse and aware of the legal requirements for reporting suspected cases of abuse.
10. Cooperate with Church leadership in conducting children and youth ministries by being loving, kind, firm and always thoroughly professional as a volunteer. Working with children and youth is not only a privilege, it is also a deep responsibility that must

be approached with utmost care. As a volunteer I will participate in orientation and training programs conducted by the Church.

The North American Division of Seventh-day Adventists and Adventist Risk Management recommend these Guidelines for Volunteers which serve as a protection to you, your ministry and the Church from allegations of abuse.

I, the undersigned, have read this document and agree to abide by the Code of Conduct and Volunteer Guidelines outlined above. I will retain a copy of this document and keep it for reference.

Signed:_____

Date:_____

Volunteer Management & Screening Guidelines For Children and Youth Ministries of the Seventh-day Adventist Church North American Division

RECOMMENDED: To Revise Section 578-03N under NAD Guidelines, Local Church and School Volunteer Management & Screening Guidelines, to read as follows:

1. Objectives:

- a. The Seventh-day Adventist Church desires to make its worship and educational environments free from abuse of all kinds. To achieve this goal in its ministry and education programs the following Guidelines have been developed for implementation throughout the North American Division.
- b. The Seventh-day Adventist Church is committed to providing a safe environment to help children learn to love and follow Jesus Christ. At this time, the disturbing and traumatic increase and recognition of physical and sexual abuse of children has claimed the attention of our nation, our society and the Church. Adventist churches and schools which conduct programs for children and youth are not insulated from those individuals who abuse kids.
- c. In keeping with the Seventh-day Adventist Church Manual and in concert with the local conference, it is the responsibility of the local church or school to select, screen and manage trustworthy individuals to fill volunteer positions in ministry for children and youth activities.

“The local church should take reasonable steps to safeguard children engaged in church- sponsored activities by choosing individual with high spiritual and moral backgrounds as leaders and participants in programs for children.”

SDA Church Manual – Revision 2000 page 120

- d. The work of volunteers is essential to the successful accomplishment of the Church's mission and ministry. In selecting for volunteer positions, only persons who support the mission of the organization should be recruited. The management policies and procedures employed to supervise the work of volunteers must be consistent with your mission and must support its successful achievement. Individuals who are unwilling to support the volunteer management policies and practices should not be allowed to serve.
- e. Therefore, the Seventh-day Adventist Church believes that it is important to ensure that, to the best of their ability, the local conference, church, school [Hereafter: the Church] and programs they sponsor, are safe and provide a joyful experience for children and youth.

2. Organizational Responsibilities:

- a. The church has both a moral and civil duty to protect the children entrusted to our care from harm caused by abuse. The local community has an expectation that the Church will provide a safe haven for children who participate in the ministries of the Church.
- b. It is recommended that appropriate levels of adult supervision shall be provided at all times.
- c. The Church will exercise reasonable care in the selection and supervision of volunteers that will include:
 - 1.) Careful selection of individuals needed to supervise a specific ministry or activity.
 - 2.) Appropriate training and orientation of individuals in order to provide proper

supervision of the ministry or activity.

3.) Each volunteer will receive a written copy of the policies and/or expected code of conduct required by the Church.

4.) The Church will be expect to provide proper oversight and management of volunteers.

5.) The Church shall take appropriate corrective action to either discipline, counsel, or remove volunteer(s) when necessary.

6.) The Church has a duty to report all incidents of suspected child abuse in accordance with the law.

3. Volunteer Selection & Management

a. It is the responsibility of the Church to select individuals who will serve in volunteer positions.

b. All volunteers should be appropriately screened before they are allowed to supervise children.

c. The Church should adopt a practice that no adult will be considered for a volunteer leadership role in a Church sponsored ministry or activity until they have held a membership in the congregation or been known in the organization for a minimum of six (6) months.

d. All volunteers should be invited to participate in a volunteer service orientation program conducted by the Church and submit to a screening procedure that will include the completion of a signed Volunteer Ministry Information Form. Individuals who submit incomplete forms will not be considered for a volunteer position.

e. The Church should establish a Volunteer Service Committee of 3-5 members. This committee will review Volunteer Ministry Information Forms submitted and approve individuals to serve in a volunteer capacity.

f. All volunteer positions should be evaluated to determine the appropriate level of screening based on the potential level of interaction with children; i.e. one-on-one activity, off-site programs and over-night activities in which the volunteer may be involved.

g. The appropriate level of screening should be completed before the volunteer is allowed to serve. In some cases the local conference may provide assistance in the volunteer screening process.

h. The Volunteer Service Committee will notify the appropriate ministry leader and the volunteer when the screening process is complete.

i. All volunteer leaders regardless of their previous experience shall participate in the screening program.

j. The Volunteer Service Committee shall periodically review the performance of all volunteers. Volunteer information on file at the Church should be updated every three (3) years.

4. Protecting Confidentiality of Information & Records

a. It is the duty of all individuals involved in the screening, interviewing and selection process

of volunteers to conduct themselves with utmost integrity and confidentiality. The information received concerning individuals who volunteer their services to Church will be maintained at all times on a confidential basis by the organization. Information contained on the Volunteer Ministry Information Form will only be released to other church organizations upon the request and written authority of the applicant.

b. All information received during the volunteer screening process, including the Volunteer Ministry Information Form, will be maintained by the Church on a confidential basis and kept in a locked file.

c. All allegations of inappropriate conduct involving a child with a volunteer will be promptly investigated by the leadership of the Church. The Church will respect the rights of all parties involved in the alleged incident and treat all matters concerning the situation discreetly, confidentially and in accordance with the local child abuse reporting laws.

5. Levels of Screening for Volunteer Service:

a. Basic Level – All Volunteers

1. Personal interview of the volunteer applicant by the leader of the ministry.
2. Complete and sign the Volunteer Ministry Form
3. Applicants shall provide three (3) personal references.
4. The Volunteer Service Committee shall review the Volunteer Ministry Information form and contact and document the personal references provided by the applicant.

Example: Children Sabbath School, School Room Mothers and other volunteer positions conducted on site with numerous individuals present.

b. Comprehensive Level – Regular Interaction with Children & Off-site Trips

1. Complete all elements of the Basic Level screening.
2. State and/or Criminal History & Sex Offender Registry Check – Criminal background checks may be required of the applicant. This action requires fingerprinting and additional written permission from the applicant to obtain access to this information from law enforcement or other agencies.

Example: Regular one on one interaction with children or youth including off-site or over-night trips. Youth, Pathfinder and Adventurers leaders, Teacher aides, athletic coaches at churches or schools.

c. Cost of Screening Procedures

All volunteers must complete the Basic Level of screening. The Church is responsible for the cost of implement these screening procedures. The local conference may provide assistance with or conduct formal screening of applicants at the Comprehensive Level.

d. Minimizing Resistance to Screening & Achieving Cooperation

1. The focus should always be on the mission.
2. Invite adults to apply for the privilege of volunteering in ministry activities.

3. Conduct an orientation program for volunteers.

4. Jesus placed a high value on the protection of children (Matthew 18:1-6), therefore child protection is an essential element in all Church sponsored children's activities. Volunteers will be expected to conduct themselves at all times in accordance with Biblical principles.

5. Resist prolonged discussion of volunteer screening procedures. Handle these questions in a private meeting with the individual raising the objection.

6. Personally invite a volunteer applicant to complete any missing information on the application form and resubmit for consideration. Individuals will not be allowed to serve as a volunteer until the screening process is complete.

6. Screening for Volunteer Service:

"Effective screening of volunteers requires considering the mission of the organization and the activities of volunteers necessary to accomplish that mission. Designers of effective screening must also consider the willingness of volunteers to give up some of their privacy for a greater good. Screening must be thorough enough to impact child abuse, but should not intrude on the privacy of volunteers more than required for the safety of the children with whom they work. Every youth-serving organization should understand that even well screened volunteers may still pose a threat to the children with whom they work." – The National Collaboration for Youth – Screening Volunteers to Prevent Child Abuse: A Three Step Action Guide – Page 3.

7. Orientation for Volunteers:

Jesus loved to minister to children. Today, we have the privilege of volunteering our time, talents and service in numerous ways to help fulfill the Gospel Commission. As a volunteer you have the privilege of working with children, one of God's most precious gifts. Beyond protecting our children from abuse we also desire to empower volunteers to help kids grow in their experience understanding of Jesus and his saving grace. So we encourage you to walk with God daily, letting his love fill you up and spill over to the kids you serve.

Therefore, volunteers must receive orientation and training in the following areas to effectively serve the Church.

a. Provide all volunteers with an understanding of the ministry's mission and the expectation you have for its accomplishment in a safe and abuse-free manner.

b. Explain and provide in writing the expectations, code of conduct and rules that will be followed by volunteers in relation to supervision and interaction with children.

c. Conduct awareness education on child abuse (physical and sexual) and the necessary steps to prevent the occurrence of child abuse incidents. Reaffirm that alleged incidents of child abuse will be investigated and reported to authorities in accordance with local law.

d. Conduct training on appropriate physical contact to affirm children.

e. Always provide appropriate supervision for children. Never leave children alone without supervision. Wherever possible a minimum of two adults will be present to supervise activities involving minor-age children.

f. If an activity is in a room without an interior view area, the door should remain open to allow observation of the activity.

g. Make it clear that failure to comply with the established volunteer guidelines and code of

conduct may result in the individual being asked to terminate participation in the ministry.

h. Plan volunteer orientations to include knowledgeable individuals and in-service materials to help with the training of volunteers in order to bring credibility and support for your child protection efforts.

NAD Volunteer Mgmt & Screening Guidelines

Recommended Revision – 2005

Draft #1

March 1, 2005

Appendix

E

Northern New England Conference Sabbatical Policy

Statement of Need

--Professional ministry has become increasingly demanding and complex. It is possible following seminary training for the constant demands of pastoring to pre-empt the pastor's ability to find the quality time necessary for personal growth. Rapidly the years can fly by with little opportunity to "come apart and rest awhile."

--In line with the Northern New England Conference's commitment to the ongoing development of quality pastors, we desire to enable pastors to experience quantitative as well as qualitative time away from the site of their ministry assignment. Therefore, the following Sabbatical policy guidelines are developed to assist those who apply, qualify and are approved. This provision is not meant to be a vacation & should not be confused with vacation time. Rather, it is a time for renewal & spiritual regeneration leading to professional & personal growth.

Definition, Length and Timing of Sabbaticals

1. 4-8 weeks may be granted by administration. (This is in addition to regular vacation time).
2. No more than 6 weeks of time should be spent out of the district at any one time (an 8 week Sabbatical would need to be split).
3. No more than 4 weeks vacation time should be taken during a Sabbatical year (carry over excess per policy).
4. After a Sabbatical is granted, a minimum of 7 years in NNEC is necessary for another Sabbatical to be considered.
5. Sabbatical will not be granted during camp pitch, camp meeting, camp strike, January meeting or Retreat.
6. Effort should be made to take the Sabbatical during times of least impact for NNEC and the local district.
7. A Sabbatical cannot be taken for at least three months following the conclusion of an evangelistic series in the district.
8. The Sabbatical should be a time of significant spiritual, emotional and professional enrichment.
9. The Sabbatical should include 3 specific components:
 - a. Physical fitness- Minimum 2 hours/day average.
 - b. Fill-the-Cup Study plan- Bible, EGW etc. minimum 2 hours/day average.
 - c. Benefit to District- Plan to include ways plan will benefit the district.
10. Following Sabbatical, a minimum of 2 years will be spent ministering in NNEC unless Sabbatical expenses are reimbursed by another employing organization.

Eligibility and Application Procedure

11. A Sabbatical is available to Pastors, Administrators, and Departmental Directors who have served a minimum of 7* years in NNEC. *Note: An exception may be granted for those who have served the church continuously for at least 7 years and have been employed in NNEC for at least the past 4 years of those 7. These individuals may be granted up to 1 week sabbatical for each year served in NNEC. (No sabbatical to be granted within less than 7 years of a sabbatical in any sister organization).
12. Application for upcoming year must be submitted in writing on the form provided no later than November 30 to be considered for the following year.
13. Three Sabbatical slots will be offered each year. Priority will normally be given to church pastors with the most continuous years of service in NNEC.
14. Within thirty (30) days of completing the Sabbatical, the pastor shall submit a two to three page paper to the Ministerial Director which describes benefits and growth experienced during the Sabbatical.

Care of the District During Sabbatical

15. Administration and pastoral leadership of the district during the Sabbatical should be planned by the pastor in counsel with his local elders. This plan to be submitted at the time of application to ADCOM.
16. Funerals etc. would be covered by pastor of Sabbatical partner district.
17. The Pastor is expected to keep the Conference advised of his whereabouts and/or contact information in case of an emergency.

Financial Items

18. Regular salary and benefits will continue.

Sabbatical Request Application

Name: _____

Date: _____

Street Address: _____

City, State & Zip: _____

Number of Weeks Requested: _____ ***Dates Requested: From** _____ **To** _____

*Please note that Sabbatical will not be granted during camp pitch, camp meeting, camp strike, January meeting or Pastors' Retreat.

Number Years Service in NNEC: _____ **Number Yrs. Service in another Conference: _____**

Specify Which Conference: _____ Number Yrs. since Last Sabbatical: _____

According to Sabbatical Policy, the Sabbatical should include 3 specific components: Physical fitness, Fill-the-Cup Study plan, and Benefit to District. Please list below the detailed plan you will follow that incorporates these three specific components: Please use additional sheets of paper if necessary.

- **Physical Fitness** (minimum 2 hrs. per day average): _____

- **Fill-the-Cup Study Plan** (minimum 2 hrs. per day average): _____

- **Benefit to District :** _____

Below, please write a brief summary explaining why this Sabbatical is being requested and how it will benefit you, your district and NNEC:

[illegible]

Below, please specify who will be responsible for pastoral leadership of the district during the Sabbatical:

OFFICE USE ONLY

Date Application Received: _____

Date Approved: _____

ADCOM/Executive Committee Action: _____

Date Report Submitted to Ministerial Director: _____

Appendix

F

CHURCH ATTENDANCE / PARTICIPATION POLICY FOR CONVICTED SEX OFFENDERS



Contents:

Introduction
Accountability Partner Requirements
Conditions for Church Attendance/Participation Copies of Conditions
for Church Attendance/Participation

**NORTHERN NEW ENGLAND CONFERENCE
OF SEVENTH-DAY ADVENTISTS**

Church Attendance / Participation Policy for Convicted Sex Offenders

NORTHERN NEW ENGLAND CONFERENCE OF SEVENTH-DAY ADVENTISTS

INTRODUCTION

It is the moral and legal responsibility of every congregation in the Northern New England Conference of Seventh-day Adventists to take reasonable steps to provide an environment of physical/emotional safety of its members especially in reference to inappropriate sexual advances from any individual during church activities. These church activities include regularly scheduled events as well as less formal social contacts. While we desire to afford a spiritual ministry to sexual offenders, it is imperative that our churches take reasonable steps to provide all of our members and guests with a safe and secure environment while on the church premises or while participating in Church activities.

As long as that person remains honest and committed to God and to others, the local church shall encourage them to move toward treatment and recovery and shall commit their support as they continue. The church shall commit to providing a network of individuals who will hold the individual accountable as they grow in their relationship with Jesus Christ. As Seventh-day Adventists, we believe that spiritual health is attainable for all individuals and our hope and prayer is that we will all *“grow in the grace and knowledge of our Lord and Savior Jesus Christ.”*

2 Peter 3:18

Churches ministering to convicted sex offenders shall have their church board attend a training session conducted by the Family Life Department of the Northern New England Conference. This will include a training video to help church leaders become familiar with behaviors and indicators of potential misconduct.

When a convicted sex offender attends, or wishes to attend a church the church board shall require that person to formally agree to the one of the following options:

1. Church worship and activities be brought to the convicted sex offender in the form of adult only small groups. We highly recommend this first option because when a sex offender is truly penitent, they will do all in their power, themselves, to stay away from children, and not put themselves in a situation where they can be tempted.
2. When a convicted sex offender wishes to attend a church or regular church functions, the church board shall require that person to formally agree to the attendance/participation conditions of this document. Should that person refuse to agree and sign this document, that person shall not be allowed to attend worship and other church functions.

The local Church body shall retain the original copy of this document and a duplicate shall be sent to the Northern New England Conference of Seventh-day Adventists. Should a person under the jurisdiction of this document wish to transfer membership to another congregation, a copy of this document shall be furnished to the new congregation.

If the person in question has not been convicted of sexual misconduct but is known to have offended, the church leadership should consult with the Northern New England Conference for guidance in appropriate levels of restrictions and supervision.

FOR MORE INFORMATION OR ASSISTANCE CONTACT: **Executive Secretary**
Northern New England Conference, 91 Allen Ave., Portland, ME 04103, 207-797-3760

Accountability Partner Requirements

DEFINITION OF AN ACCOUNTABILITY PARTNER: For the purposes of this agreement an Accountability Partner shall be a mature adult of the same gender as participant, over 25 years of age, designated by the church board or board of elders, with no sexual misconduct history, and not a relative of the person defined in this agreement. An Accountability Partner shall be provided a copy of this agreement, advised of its content and appropriate protocol should concerns arise, and be willing to take this responsibility seriously.

PROTOCOLS FOR ACCOUNTABILITY PARTNER

- 1. Each Church Board and Accountability Partner shall attend a training session conducted by the Family Life Department of the Northern New England Conference. This will include a training video to help church leaders become familiar with behaviors and indicators of potential misconduct.
- 2. There shall be a designated Accountability Partner team leader to whom the other Accountability Partners report.
- 3. If the participant is on parole, the Accountability Partner shall be aware of the terms of the parole.
- 4. The Accountability Partner shall be in the same room and observe the sex offender at all times while at any church function, including socials, potlucks and school events.
- 5. If the Accountability Partner is unable to supervise for any reason, another designated Accountability Partner shall be assigned. If no Accountability Partner's are available, the sex offender shall not be allowed to attend that function.
- 6. The Accountability Partner shall accompany the participant when access to restroom facilities is needed.
- 7. Any observed inappropriate behavior shall be reported to the Accountability Partner team leader and pointed out to the participant.

ACCOUNTABILITY PARTNER TEAM

LEADER: _____

List of designated Accountability Partners (appropriate number for this agreement):

_____	_____
_____	_____
_____	_____

last revised 6/3/2018

Church Attendance / Participation Policy for Convicted Sex Offenders

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I recognize the concerns and responsibilities of the church to ensure a safe environment for its members and wish to stipulate to the following conditions that would allow my participation in church activities:

1. I will not associate with any minors attending or participating in any church/school activity. I will not sit next to a child and if a child sits next to me, I will move.
2. I will not linger in areas where children are being taught and will not go to any area where children's or youth ministries are being conducted.
3. I will not place myself into, or accept, any position of leadership or authority, or activity.
4. I will under no circumstances take a child home with me or transport them anywhere at anytime.
5. I will not develop any special relationships with minor children or their parents.
6. I will not go to a church member's home where children are present.
7. I agree to maintain an accountability network with individuals as defined by the church and make sure my whereabouts at church or church activities is known at all times.
8. I authorize the church to obtain information regarding myself from my parole officer, governmental agencies or other persons who might have information relative to my prior criminal convictions.
9. I agree to comply with any court-mandated restrictions, treatment, and/or requirements and recognize that these take precedence over any less restrictive parts of this agreement.
10. I understand and agree that the church, in fulfilling its responsibilities in providing a safe environment for its members and guests, will disclose an account of my past behavior and/or criminal history to parents, church leaders, and other persons who may need to have such information in order to meet their parental or supervisory responsibilities.
11. I understand that the provisions of this Participation Agreement do not create any personal and/or legal rights against the church that would afford me any claim or right of redress in any legal or administrative proceedings, nor does this agreement in any way preclude the church from exercising its U.S. Constitutional First Amendment rights pertaining to the church membership and/or discipline.
12. This agreement shall remain valid as long as I attend and/or participate in the activities of the church named in this document, and should I wish to transfer my attendance, participation, or membership to another congregation, a copy of this document will be sent to them.

I have read and understand the above conditions and agree to abide by them. If at any point I break one of the above conditions, I recognize that I shall not be allowed to attend church activities in the Northern New England Conference.

Dated this ____ day of _____, 200__

Participant's Signature

Participant's Printed Name

Name of Local Church

Signature of Local Church Official

Church Attendance / Participation Policy for Convicted Sex Offenders

Participant Copy

I recognize the concerns and responsibilities of the church to ensure a safe environment for its members and wish to stipulate to the following conditions that would allow my participation in church activities:

1. I will not associate with any minors attending or participating in any church/school activity. I will not sit next to a child and if a child sits next to me, I will move.
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I have read and understand the above conditions and agree to abide by them. If at any point I break one of the above conditions, I recognize that I shall not be allowed to attend church activities in the Northern New England Conference.

Dated this ____ day of _____, 200__

Participant's Signature

Participant's Printed Name

Name of Local Church

Signature of Local Church Official

Church Attendance / Participation Policy for Convicted Sex Offenders

Northern New England Conference Copy

I recognize the concerns and responsibilities of the church to ensure a safe environment for its members and wish to stipulate to the following conditions that would allow my participation in church activities:

1. I will not associate with any minors attending or participate in any church/school activity. I will not sit next to a child and if a child sits next to me, I will move.
2. I will not linger in areas where children are being taught and will not go to any area where children's or youth ministries are being conducted.
3. I will not place myself into, or accept, any position of leadership or authority.
4. I will under no circumstances take a child home with me or transport them anywhere at anytime.
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9. I agree to comply with any court-mandated restrictions, treatment, and/or requirements and recognize that these take precedence over any less restrictive parts of this agreement.
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11. I understand that the provisions of this Participation Agreement do not create any personal and/or legal rights against the church that would afford me any claim or right of redress in any legal or administrative proceedings, nor does this agreement in any way preclude the church from exercising its U.S. Constitutional First Amendment rights pertaining to the church membership and/or discipline.
12. This agreement shall remain valid as long as I attend and/or participate in the activities of the church named in this document, and should I wish to transfer my attendance, participation, or membership to another congregation, a copy of this document will be sent to them.

I have read and understand the above conditions and agree to abide by them. If at any point I break one of the above conditions, I recognize that I shall not be allowed to attend church activities in the Northern New England Conference.

Dated this ____ day of _____, 200__

Participant's Signature

Participant's Printed Name

Name of Local Church

Signature of Local Church Official

Church Attendance / Participation Policy for Convicted Sex Offenders

Accountability Partner Copy

The following conditions and restrictions for church attendance/participation have been agreed to by:

1. I will not associate with any minors attending or participate in any church/school activity. I will not sit next to a child and if a child sits next to me, I will move.
2. I will not linger in areas where children are being taught and will not go to any area where children's or youth ministries are being conducted.
3. I will not place myself into, or accept, any position of leadership or authority.
4. I will under no circumstances take a child home with me or transport them anywhere at anytime.
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8. I authorize the church to obtain information regarding myself from my parole officer, governmental agencies or other persons who might have information relative to my prior criminal convictions.
9. I agree to comply with any court-mandated restrictions, treatment, and/or requirements and recognize that these take precedence over any less restrictive parts of this agreement.
10. I understand and agree that the church, in fulfilling its responsibilities in providing a safe environment for its members and guests, may find it necessary to disclose an account of my past behavior and/or criminal history to parents, church leaders, and other persons who may need to have such information in order to meet their parental or supervisory responsibilities.
11. I understand that the provisions of this Participation Agreement do not create any personal and/or legal rights against the church that would afford me any claim or right of redress in any legal or administrative proceedings, nor does this agreement in any way preclude the church from exercising its U.S. Constitutional First Amendment rights pertaining to the church membership and/or discipline.
12. This agreement shall remain valid as long as I attend and/or participate in the activities of the church named in this document, and should I wish to transfer my attendance, participation, or membership to another congregation, a copy of this document will be sent to them.

I have read and understand the above conditions and agree to abide by them. If at any point I break one of the above conditions, I recognize that I shall not be allowed to attend church activities in the Northern New England Conference.

Dated this ____ day of _____, 200__

Participant's Signature

Participant's Printed Name

Name of Local Church

Signature of Local Church Official