



# Employee Handbook



The mission of the Ann Arbor Public Schools is to ensure each student realizes his or her aspirations while advancing the common good, by creating a world-class system of innovative teaching and learning.

**Prepared by  
Ann Arbor Public Schools  
Human Resources and Legal Services**

# Table of Contents

## **Introduction/Purpose (p3)**

## **Compliance (p3)**

### **Part One - Employment Guidelines**

#### **I. Employment (p4-5)**

- Equal Employment Opportunity Board Policy 4000
- Recruitment/Hiring/Promotions
- Termination of Employment

#### **II. Employment Status (p5-6)**

- At Will Employment
- Contractual Employment/Probationary Period
- Exempt/Non-Exempt Status

#### **III. Employee Expectations (p6-8)**

- Attendance
- Conduct
- Dress/Grooming
- Drug and Alcohol Use
- Gifts to Employees
- Personal Relationships Among Employees
- Performance Reviews/Evaluation
- School Closings
- Smoking
- Weapon-Free Zone Policy

#### **IV. Accounting for Time & Payroll (p10)**

- Work Week Defined
- Hours Worked Defined
- Work Day Defined
- Timesheets/cards
- Overtime
- Payday
- Deductions from Pay

#### **V. Employment Records (p11)**

- Personnel File/Record
- Confidential Information
- Release of Information/Reference Checks

#### **VI. Board of Education Rights (p11-12)**

- Board Ownership of Intellectual Property Board Policy 4600
- Use of Board Property
- Electronic/Voice Communications

#### **VII. Employee Relations (p12-14)**

- Open Door Policy
- Fair Treatment
- Harassment
- Sexual Harassment Defined
- Verbal Harassment Defined

#### **VIII. Safety and Security (p14-15)**

- Board Policy 4500
- Identification Cards
- Visitors
- Safety while On the Job
- Accidents, Injuries, Workers comp
- Workplace Violence

### **Part Two - Employee Health & Welfare Benefits**

#### **I. Retirement Benefits (p16)**

#### **II. Eligibility and Coverage for Insurance Programs (16)**

#### **III. Enrollment (p16)**

#### **IV. Employee Assistance Program (EAP) (p18)**

#### **V. Health Insurance Portability and Accountability Act (HIPAA) (p18)**

### **Part Three - Leaves of Absence (LOA)**

#### **I. Holidays, Vacation, Bereavement, Religious Observances and Sick Days (p19)**

#### **II. Leave of Absence Defined (p19)**

- Request and approval of Leaves of Absence and Extensions
- Other Important details

#### **III. Jury Duty/Witness Service (p18-19)**

- Verification and Payment for District Approved Jury Duty/Witness Service

#### **IV. Military Leave (p20)**

#### **V. Family and Medical Leave Act (FMLA) (p20-21)**

### **Appendix: Michigan Code of Educational Ethics (p22-32)**

### **Handbook Signature Page (p33)**

#### **Disclaimer**

All employees of Ann Arbor Public Schools not covered by a current union contract or individual written contract are considered "at will". This phrase refers to the fact that the District retains the right to terminate employment of "at will" employees at any time, with or without cause or notice. No written or oral statement issued by the District or by any employee or agent of the District can affect such employees' status as an "at will" employee.

## INTRODUCTION/PURPOSE

Welcome to the Ann Arbor Public Schools (AAPS) District. We are happy and privileged to have you as a member of our staff, and we are confident that you'll find your employment with us rewarding. As a member of our staff you will play an important part in meeting our vision, mission, and goals of providing all students a high quality educational experience in a safe, healthy, and friendly environment. You will contribute to this by performing your job duties in a positive, efficient, productive, and professional manner and by working cooperatively with other employees to achieve our common goals.

The staff of the Human Resources/General Counsel division of (AAPS) developed this Employee Handbook as a guide designed to provide information necessary to perform your duties as an AAPS employee. Employees should be aware of the expectations that the employer holds for them.

The handbook will provide information about the organizational structure, policies, and practices of the District. It is not to be considered all-inclusive, but is to be used as a guide. When employees have questions regarding the contents they are directed to request information from their supervisor and/or Human Resources/General Counsel.

**Information in this handbook does not supersede or replace any contractual commitment made by the District or applicable State and/or Federal laws as they apply to the District.**

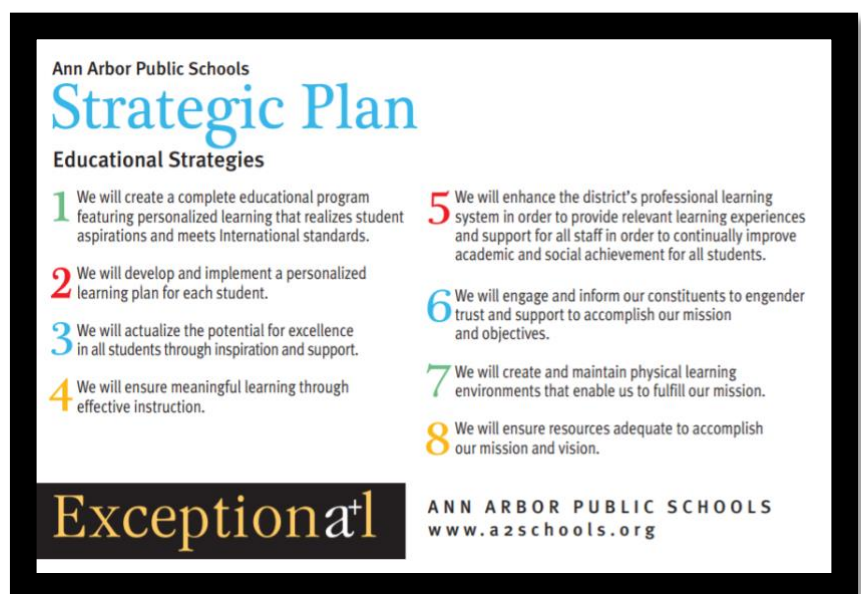
The handbook is available on the District website; A2Schools.org, or through Human Resources/General Counsel.

The policies in this manual are intended for all employees of the Ann Arbor Public Schools. The Ann Arbor Public Schools reserves the rights to revise, change, or terminate policies or procedures at any time, with or without notice, except as provided for in collective bargaining agreements or individual contracts.

## COMPLIANCE

### Personnel Policies/Handbooks Board Policy 4050

*The Superintendent shall ensure that the District maintains up-to-date administrative employment policy, regulations, and employee handbooks, which are fully compliant with federal, state, and local law as well as current collective bargaining agreements and sound business practices.*



## **PART ONE - Employment Guidelines**

### **I. EMPLOYMENT**

#### **Equal Employment Opportunity Board Policy 4000**

*The district shall be an equal-employment-opportunity employer. Ann Arbor Public Schools shall provide equal employment opportunities to all employees and applicants for employment without regard to race, religion, sex, national origin, age, color, creed, height, weight, marital status, familial status, sexual orientation, gender, gender identity, gender expression, linguistic and language differences, political belief, socioeconomic status, disability or veteran status in accordance with applicable federal and state laws.*

Any applicant or employee seeking a position who believes that he/she has not been treated fairly should report a claim of discrimination to Human Resources/General Counsel. A representative from Human Resources/General Counsel will review the complaint and confer with the employee's supervisor regarding how the complaint will be investigated. At the completion of the investigation, Human Resources/General Counsel will attempt to resolve the matter and decide what, if any, disciplinary actions will be taken. (See Regulation #4000.R.01)

#### **Anti-Harassment Board Policy 4020**

*The Ann Arbor Public School District is committed to providing all employees with a safe and supportive working environment in which all members of the school community are treated with respect. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including, but not limited to, harassment. Therefore, the District expects that all relationships among persons in the workplace will be business-like, professional and free of bias, prejudice and harassment.*

*The District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the District's policy or who have concerns about such matters should file their complaints with the Assistant Superintendent of Human Resource/Legal Services or any other District representative with whom he or she feels comfortable.*

#### **Recruitment/Hiring Board Policy 4100**

*The Superintendent shall establish and maintain procedures for recruiting, screening, and hiring the most qualified individuals at all levels of District operations. The Superintendent shall make every effort to assure that recruitment includes a wide geographic and programmatic range of potential candidates for teaching faculty and administrative positions.*

*Except as specified in Board policy governing administration (cf. 2300, 2310), the Board delegates to the Superintendent the authority to hire all staff, subject to the provisions of the current collective bargaining agreements and the Board-adopted budget. The Superintendent shall provide a semi-annual report to the Board on persons hired under this policy.*

A personnel selection process has been developed for hiring staff with qualities that enhance and support achievement for all students. All hiring will be conducted through the processes identified in regulations 4100.R.01 – 4100.R.02. The process will be consistent and regulated by Human Resources/General Counsel. Staffing and hiring programs will be outlined in a hiring manual to be distributed to all supervisors who have the responsibility to hire or oversee a hiring process. All hiring programs will comply with the applicable provisions of the collective bargaining agreements. All job postings are listed and updated regularly on the district website; A2Schools.org, once there, select Human Resources/General Counsel, and then Job Postings.

**Professional Development Board Policy 4200**

*The Superintendent, in consultation with building administrators and members of the staff, shall develop programs of in-service education and training. The programs shall be designed to promote continuous improvement in on-the-job performance of district staff, and to support the mission, values, and strategic goals of the district.*

**Evaluation Board Policy 4300**

*The Superintendent shall establish and maintain system(s) of performance evaluation for all employees which shall ensure prompt, appropriate action in response to weakness as well as appropriate recognition of exemplary performance. Such system(s) may solicit and include input from stakeholders and colleagues who have had sufficient direct contact with an employee to be able to make a substantial contribution. Such system(s) shall include objective data when possible and appropriate and comply with all applicable legal requirements.*

**Termination of Employment**

This handbook does not constitute an employment contract between the school district and its employees. The provisions contained in this handbook supersede any and all contrary representations that may have been made either by the school district or you. No employee, supervisor, or other person, except the Superintendent or designee in writing signed by said, has the authority to enter into any employment agreement on behalf of the school district for any specified period of time, pursuant to any particular conditions or to make any agreement contrary to the terms expressed in this handbook. Unless provided for through a specific bargaining agreement, the school district is an at will employer. This means that the employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause and with or without notice, except where otherwise stated in an employment contract.

Some examples of the most common circumstances under which employment may be terminated:

- **Resignation:** employment termination initiated by an employee who chooses to leave the District voluntarily. It is customary to submit a letter of resignation at least two weeks in advance of the termination date.
- **Discharge:** employment termination initiated by the District. You may be terminated from employment for reasons including, but not limited to, poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of Board policies.
- **Job Abandonment:** an employee who fails to report to work for three (3) consecutive days without reporting to his or her supervisor may be terminated due to abandonment of the job.
- **At-Will Employment:** Employees not employed under a collective bargaining agreement or written individual contract may be terminated for any reason at any time.

Upon termination of her/his employment, an employee must return all District property – keys, ID cards, equipment, manuals, etc.

**II. EMPLOYMENT STATUS**

**At-Will Employment**

All employees of the AAPS, except for those named in a collective bargaining agreement or individual contract, are considered “at-will” employees. This means that the employee is free to resign his/her employment at any time, for any reason, and the DISTRICT retains that same right to terminate his/her employment for any reason and at any time. No individual supervisor, manager or officer can make a contrary agreement, except for the Superintendent, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Superintendent.

### **Contractual Employment/ Probationary Period**

Employees named in a collective bargaining agreement serve a probationary period for the purpose of assessing the employee's performance prior to becoming a continuing contractual employee. Consult your collective bargaining agreement for the duration and conditions of your probationary period.

### **Exempt/ Non-Exempt Status**

The Fair Labor Standards Act (FLSA) sets conditions under which certain employees must be paid overtime for hours worked over 40 in one week. Employees who are covered by the overtime provisions of the FLSA are referred to as **non-exempt**. Employees who are not covered by the FLSA overtime provisions are referred to as **exempt** and include administrators, supervisors, teachers and other positions of authority or specialized knowledge.

## **III. EMPLOYEE EXPECTATIONS**

### **Attendance**

Dependable and prompt attendance is an essential function of every position. You are expected to report to work on time and be prepared to begin work at your scheduled start time. You are also expected to remain productively at work through the end of your schedule except for scheduled breaks and lunch periods. If an employee must miss work, with or without pay, he/she must notify a supervisor or call the Frontline Absence Management (AESOP) System. Consult your collective bargaining agreement or individual contract for pre-approval requirements for absences.

Excessive absenteeism, whether excused or not, is not acceptable. Each situation of excessive absenteeism or tardiness will be evaluated and resolved on a case-by-case basis. Employees who are frequently tardy or absent or who fail to follow approved guidelines for notification will be subject to discipline up to and including discharge. Non-exempt employees who are tardy may have a reduction in pay.

### **Confidentiality**

In the course of your employment you may have access to information about the district, students, their parents, and other employees. It is the expectation of the district that such information be kept confidential. If you are uncertain about whether information is confidential, you are expected to check with an administrator or supervisor before discussing it with anyone. Violations of this expectation may result in formal discipline.

### **Conduct**

The District expects responsible conduct and satisfactory work performance from all employees to ensure a safe, efficient and pleasant working environment. Misconduct will result in discipline up to and including discharge.

Some conduct is so serious that if it occurs the employee may be discharged on the first offense. Some examples of such conduct include:

- Misrepresentation or falsification of records, employment application, time records or other information used or required by the District;
- Using District information for personal use;
- Using or being under the influence of illegal drugs or alcohol on the job, while conducting school business, or on District property (facilities and vehicles);
- Possessing, selling and/or using any illegal substance on the job, while conducting school business, or on District property;

## Ann Arbor Public Schools Employee Handbook

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- Possessing a weapon on the job, while conducting school business, or on District property (facilities and vehicles);
- Theft of school or personal property from AAPS property;
- Driving an AAPS vehicle without a valid driver's license;
- Obscene conduct;
- Absence from work for three (3) consecutive workdays without notifying a supervisor and/or the Frontline Absence Management (AESOP) System;
- Insubordination;
- Engaging in illegal or unethical business practices;
- Engaging in serious or repeated misconduct in violation of the District's equal opportunity or harassment policies.

### **Dress/Grooming**

Employees are expected to dress and groom themselves in accordance with accepted social and business standards. If your principal or supervisor feels your attire is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed.

### **Drug and Alcohol Use**

The District will not tolerate employee use or abuse of illicit drugs or alcohol on school or District property or while conducting school business at any time. Any employee who is suspected to be under the influence of drugs or alcohol while on the job will be notified and accompanied by a supervisor to submit to a drug/alcohol test with an AAPS designated physician. If an employee tests positive, he/she will be escorted home. Human Resources/General Counsel and supervisor will determine the necessary disciplinary action to be followed based on the provision in the collective bargaining agreement or individual contract. If an employee refuses to have a test administered, such act would be considered insubordination and be subject to discipline. (See Regulation #4500.R.02)

### **Drug and Alcohol Testing**

The District may require drug and alcohol testing in specific situations or as permitted by law or collective bargaining agreement. Testing may be required as follows:

- Pre-Employment Testing
- School-related vehicular collision
- Vehicular accident on school property
- Non-vehicular accident during company time which may lead to loss of work time
- Reasonable suspicion of alcohol/drug use
- As required by Department of Transportation guidelines

### **Gifts to Employees**

As employees of the District, individuals shall not accept gifts of more than token value from students or their parents or guardians or from vendors or businesses. (Exception: gifts to retiring or reassigned employee).

### **Personal Relationships Among Employees**

The District defines a personal relationship as a connection between persons by blood, marriage, adoption, domestic-partnership, or other personal relationship in which objectivity might be impaired. A personal relationship to another individual employed by the school District shall not constitute a bar to hiring, promotion, or reappointment. No employee shall be under the direct supervision or control of someone with whom they have a personal relationship. Employment of individuals with whom a supervisor has a personal relationship in the same unit or department is authorized only with the prior written approval of the Superintendent his/her designee (Deputy Superintendent, Human Resources/General Counsel). In addition, employees will not participate in roles that have the potential for influencing employment decisions, e.g., peer review with those with whom they have a personal relationship.

### **Performance Reviews/Evaluation**

The purpose of performance reviews is to promote open and honest communication between employee and supervisor and provide the employee with formal guidance regarding:

- Performance in relation to his/her job,
- Performance improvement steps, where needed, including a performance plan, and
- Promotional capabilities and career opportunities.

Formal performance reviews are conducted by supervisors and are done in addition to any ongoing mentoring, supervision, and counseling provided to an employee. Unless as otherwise covered in a collective bargaining agreement, failure to complete a performance review will not indicate satisfactory or unsatisfactory performance. (See Regulation #4300)

### **Reasonable Assurance**

This school district has regularly scheduled breaks, including holiday and summer, during the fiscal year. These breaks occur when school is not in session. During these breaks the district provides you the assurance that you will return to work in the same or similar position at the completion of that break. Upon return to work after the break the district will have validated your continuing employment. The only exception to this is if the employee receives an official notification of layoff that will commence immediately.

### **School Closings**

School closings are regularly announced and updated on local radio and TV stations and School Messenger. You are encouraged to become familiar with your building/department telephone chain procedure. Employees who are represented by a union or association should refer to their master agreement (or their union rep/steward) for procedures when school is canceled due to emergency conditions. Non-bargained employees are expected to report for work and to exercise common sense, caution, and care in making their way to work on these days. If an employee chooses not to work they should notify their supervisor and they will be charged with a vacation or personal business day per their request. Hourly “at-will” employees who are not represented by a union should not report to work unless otherwise directed by their supervisor.

### **Smoke Free Environment**

The school district is dedicated to providing a healthy, comfortable and productive environment for staff, students, and other members of the school community. In keeping with our intent to provide a safe and healthful work environment, and in compliance with the Michigan Clean Indoor Air Act, smoking is prohibited in all District buildings, vehicles, grounds, and facilities. Smoking, chewing, vaping, or other use of tobacco products of any kind is prohibited at all times.

### **Weapon-Free Zone Board Policy**

To provide for Dangerous Weapon and Disruption-Free Zones and to prevent emergencies, disruptions and threats to the safety of our students, faculty, staff, families and citizens pursuant to Board Policies 5400,

5410, and 5420. The presence of a dangerous weapon on any district property owned or leased by AAPS constitutes an emergency as defined by the Michigan Department of Education. Pursuant to Board Policies, students, employees, and visitors are prohibited from possessing dangerous weapons on school grounds.

#### Definitions

A “dangerous weapon” shall include a firearm (including a starter gun or pistol) or any device which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, any destructive device or any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or similar device; a dagger, dirk, stiletto, knife with a blade over three (3) inches in length, or pocket knife opened by a mechanical device, an iron bar or brass knuckles or, any other weapon as set forth in 18 USC 921. Also, any electronic device that inflicts or causes pain or suffering is likewise considered a weapon.

### III. ACCOUNTING FOR TIME AND PAYROLL

#### **Work Week Defined**

The workweek commences on Sunday morning at 12:01 a.m. and concludes the following Saturday evening at Midnight, except as otherwise provided by an employee's collective bargaining agreement or individual contract.

#### **Hours Worked Defined**

Time off work, whether paid or unpaid, will not be used to calculate hours worked for the purpose of computing eligibility for overtime pay.

#### **Work Day Defined**

- **Hours of Work-** will be scheduled by employee's supervisor in accordance with the employee's collective bargaining agreement or individual contract.
- **Lunch Period** - If an employee is provided an unpaid lunch period, he/she may be required to stay on the work site only if he/she is not required to perform any work-related duties.
- **Break Period** - If an employee is provided a paid break time, he/she is expected to remain at the work site unless other arrangements have been pre-approved by the supervisor.
- **Lunch periods and break periods** may not be taken at the start of the workday nor at the end of the workday. Break periods may not be used to extend the lunch period.

#### **Timesheets/cards**

In compliance with the Fair Labor Standards Act, AAPS is required to maintain a record for each non-exempt employee of actual hours worked, vacation and sick days, etc. The employee and the supervisor must sign the timesheets/cards. Timesheets/cards are official AAPS documents. Completing another employee's timesheet/card or intentionally submitting a false timesheet/card is a serious infraction of District rules, which may result in termination of employment. A supervisor must authorize any adjustment to a timesheet/card.

#### **Overtime**

Employees may be needed to work overtime. Non-exempt employees must obtain a supervisor's approval prior to working overtime. Failure to obtain approval before working overtime may result in discipline up to and including termination.

#### **Payday**

Normally, AAPS employees are paid every other Friday. In the event a payday falls on a holiday, employees are paid on the prior business day. Paychecks are issued in the form of direct deposit. If direct deposit is not selected, you must enroll in a Chase Payroll Card. Any payroll issues recognized on a payday will be reconciled with your bank by the following Monday.

The District offers a Tax Sheltered Annuity program for all employees.

#### **Deductions from Pay**

The District has the discretion to make deductions from the salaries of employees under certain circumstances defined by law. Generally, the District cannot make deductions from an exempt employee's salary for absences caused by the District or by the operating requirements of the District. If an employee believes that an improper deduction has been made from his/her salary, he/she must notify the Executive Director of Human Resources immediately. The District will review the deduction and, if appropriate, reimburse the employee for any improper deduction that was made.



## **V. EMPLOYMENT RECORDS**

### **Personnel File/Record**

The District is required to keep employment records for all employees to ensure compliance with state and federal regulations and to maintain accurate information. The District considers employment records to be confidential. Disclosure of employee information may occur only after review by Human Resources/General Counsel. This obligation exists even after the employee leaves the organization.

Employees must inform the AAPS of any updates to their personnel file such as: address, telephone number, emergency contact, marital status, number of dependents, or military status. In addition to a general personnel file, the AAPS maintains a separate medical file for each employee.

All current employees will be permitted to review their personnel files at reasonable times with reasonable notice. (See Regulation 4050.R.03)

### **Release of Information/Reference Checks**

All reference check requests should be directed to the Compliance Officer at Human Resources/General Counsel; no one except Human Resources/General Counsel personnel shall provide any information in response to reference checks. Only dates and job titles will be released as part of a reference check.

## **VI. BOARD OF EDUCATION RIGHTS**

### **Board Ownership of Intellectual Property Board Policy 4600**

*Unless otherwise agreed to by board action, the Ann Arbor Public Schools Board of Education shall have proprietary right of ownership to any and all publications, devices, instructional materials, and computer programs produced by district employees during their regular and normal work hours while in the employment of the district, or produced through the use of district resources.*

### **Use of Board Property**

AAPS will provide its employees with the necessary equipment to do their jobs. This equipment should not be used for personal use, nor removed from District property unless it is approved and your job specifically requires use of AAPS equipment outside of AAPS property.

Employees are expected to exercise reasonable care with all AAPS property. The District may at any time require the return of any equipment/property provided to an employee. Employees failing to return District equipment/property will be held personally responsible and charged for the replacement of such equipment/property. Employees will be held personally responsible for equipment/property that is damaged.

The telephone lines at AAPS must remain open for school-related business. Employees should limit personal calls - incoming and outgoing - to those that are necessary. No personal long distance calls are to be made on AAPS phones.

### **Electronic/Voice Communications**

Computers, computer files, the Electronic Mail (E-Mail) system, telephones, Voice Mail and software furnished to employees are AAPS property and primarily intended for AAPS business use only. Unless authorized to do so, employees may not use any password other than their own, nor access any file or retrieve any stored information other than their own, nor share their password with anyone else.

All information entered into or stored within an AAPS computer, including E-mail or Voice Mail, is considered District property and should contain only business-related information. Similarly, all information removed from E-mail, Voice Mail or the Internet is also considered AAPS property. To ensure compliance with this policy, computer, E-mail, Voice Mail and Internet usage may be monitored.

## **VII. EMPLOYEE RELATIONS**

### **Open Door Policy**

A critical part of the District's employee relations program is open communication. A key element in good communications is an Open Door Policy that allows the District to address employee concerns internally. The District has an Open Door Policy designed to promote open communications and speedy resolution of problems. Through this Open Door Policy employees have an opportunity to openly discuss work-related problems or concerns without fear of retaliation.

If you or any employee feels that s/he has been treated unfairly, the matter should be brought to the attention of the immediate supervisor. There may be situations where an employee cannot approach his/her supervisor or does not feel comfortable doing so. In this case, the employee will meet with the Executive Director of Human Resources.

### **Fair Treatment**

The Board of Education is committed to treating all staff, students and parents in the District fairly and impartially. The Board is committed to assuring a school and working environment which is appropriate for institutions of learning and which assures the safety and welfare of all. All staff, students and parents of the District have the right to a due process procedure in the handling of their complaints against the school system.

### **Complaint Procedures**

A complaint made by an employee who is a member of a bargaining unit concerning wages, hours, or terms and conditions of employment that are covered by the collective bargaining agreement must be processed through the grievance procedure outlined in the Master Agreement.

Complaints concerning matters not covered by a Master Agreement should be brought to the attention of the employee's supervisor whenever possible. If the employee is not comfortable with this approach or does not feel that his/her complaint has been adequately resolved, the complaint should be addressed to the Executive Director of Employee Relations or the Compliance Officer. If the complainant agrees, there shall be an attempt to resolve the problem through mediation or other informal procedures. If the employee requests, or if administration feels the complaint is of a serious nature, the following formal procedure shall be used:

- The complaint shall be put in writing
- An investigation shall be conducted
- A written report will be issued with recommended actions (if any)
- The complainant will receive a copy of the written report

### **Investigation Procedures**

Investigations will be conducted any time a complaint is received or when misconduct is suspected.

- An impartial investigator shall be appointed
- Any pertinent documents will be gathered
- Witnesses shall be identified and interviewed
- While confidentiality cannot be guaranteed, information obtained from the interviews will be distributed solely on a need-to-know basis
- Any employee who may be disciplined as a result of the investigation is entitled to representation during the interview
- Notes shall be taken throughout the investigation (these notes shall not be placed in an employee's official personnel file)
- A written report of the findings shall be prepared
- If, as a result of the investigation, discipline is issued, the discipline shall be in writing and shall conform to the applicable labor contract and District policies.

### **Harassment**

AAPS prohibits the harassment of any employee on the basis of race, religion, sex, national origin, age, color, creed, height, weight, marital status, familial status, sexual orientation, gender, gender identity, gender expression, linguistic and language difference, political belief, socio-economic status, disability or veteran status. Harassment may be defined as verbal or physical conduct of an illegal, discriminatory nature directed towards an employee of AAPS which affects an individual's employment status; is used as a basis for employment decisions; has the purpose of interfering with an individual's job performance; or creates an intimidating, hostile or offensive work environment.

Employees who believe they are a victim of, or who witness acts that may constitute such harassment, should pursue the complaint process as outlined in the Open Door Policy section of this Handbook. No employee who exercises his/her right to report such incidence involving illegal harassment will be subject to retaliation. (See Regulation #4020.R.01)

### **Sexual Harassment – Board Policy 4020**

*The District shall maintain learning and working environment that is free from sexual harassment and intimidation. The Superintendent shall have in place administrative policy and regulations in support of this requirement, which are consistent with current law and sound employment practice. Individual Board members shall be subject to any such administrative policy or regulation.*

AAPS expressly prohibits the harassment of any employee on the basis of race, religion, sex, national origin, age, color, creed, height, weight, marital status, familial status, sexual orientation, gender, gender identity, gender expression, linguistic and language difference, political belief, socio-economic status, disability, veteran status, HIV status, or any other legally protected status.

Harassment is any unwelcome or unsolicited verbal or physical conduct that interferes with an employee's ability to perform his or her work, or creates a hostile, offensive or abusive working environment based upon a legally protected status. Examples of harassing behavior include, but are not limited to:

- Disparaging remarks about an employee's race, sex, national origin, color, religion, gender, age, height, weight, sexual orientation, disability, or other protected status;
- The making of a sexual advance or requests for sexual favors or other verbal or physical conduct of a sexual nature by any employee to another;
- Making submission to, or rejections of, such advances the basis for decisions affecting the employee or a condition of continued employment;
- The creation of an intimidating, hostile working environment by conduct such as, but not limited to, the telling of jokes, use of innuendoes, and the posting of materials the subject matter of which involves a legally protected status.

**If you believe that you are a victim of harassment or if you witnessed acts that may constitute harassment, you must immediately pursue the Open Door Policy as set forth in this Handbook so that a prompt and thorough investigation may take place.**

Every allegation of harassment will be thoroughly investigated. No retaliation or reprisal will be tolerated against any individual who, in good faith, complains of, reports, or participates in the investigation of any incident of alleged harassment.

#### **Verbal Harassment Defined**

Verbal Harassment is speech or other expression that is specifically intended to create disruption to the operation of the District. It may specifically be intended to insult an individual, or consist of extreme or outrageous communications of acts intended to intimidate or humiliate the person to whom it is directed. These communications may cause severe emotional distress based on, but not limited to, race, sex, religion, color, age, national origin, linguistic and language differences, sexual orientation, socio-economic status or handicap, and may amount to "fighting words." "Fighting words" are those personally abusive words or phrases likely to provoke a violent reaction, whether or not they actually do so. Such words include, but are not limited to, derogatory references to race, sex, religion, color, age, national origin, linguistic and language differences, sexual orientation, socio-economic status or handicap.

### **VIII. SAFETY AND SECURITY**

#### **Safety and Security Board Policy 4500**

*The Superintendent shall ensure that appropriate security, safety, and health measures are in place to protect staff, students, guests, and District property from damage or injury. In addition, the Superintendent shall make every effort to provide a safe and productive, environment for all employees: free of violence, personal threats, harassment, intimidation, physical and verbal abuse, and coercion.*

#### **Identification Cards**

In an effort to maintain a safe and secure school environment, the District issues employee identification cards, which are to be visible while at work.

#### **Visitors**

All visitors are required to sign in at the building office to receive a pass to enter the building.

### **Safety on the Job**

The Occupational Safety and Health Act (OSHA) of 1970 stipulate “employees must comply with standards, rules, regulations and orders issued under the Act which are applicable to their own actions and conduct.” AAPS expects every employee to perform his or her job in a safe and responsible manner and abide by the following safety guidelines:

- Follow all safety rules and regulations,
- Wear appropriate safety equipment as required,
- Maintain equipment in good condition with appropriate safety guards in place when in operation, and
- Encourage fellow employees to make safety a personal habit.

The District will maintain a safe working environment. Employees are required to promptly report any hazardous conditions that may exist to a supervisor.

### **Workplace Violence**

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, will not be tolerated by the District. Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the District or to create a hostile, abusive or intimidating work environment for one or several employees. Examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates or property
- Intentional destruction or threatening to destroy AAPS property
- Making harassing or threatening phone calls or transmitting electronic messages have a threatening or violent nature
- Harassing surveillance or stalking (following or watching someone)
- Possession of firearms or weapons

### **Accidents, Injuries & Workers Compensation**

In the case of an accident or injury on the job, an employee shall be sent to an AAPS designated physician to obtain first aid treatment. In accordance with OSHA regulations, employees must notify a supervisor of a work related injury immediately and an accident report must be completed as soon as possible, but not more than (3) three days after an accident. (See Regulation #4050.R.02). Workers' Compensation is the system used to provide wage replacement (66 2/3% of previous year's wages), medical and rehabilitation benefits to employees who are injured while at work.

### **Procedures for Reporting a Workers' Compensation Injury**

The following procedures must be followed in reporting a Workers' Compensation injury. The procedures outlined below are in compliance with the State of Michigan Workers' Compensation Act.

- Employees must obtain an Authority for Treatment form, signed by a supervisor before going for medical treatment. The Authority for Treatment form authorizes the facility to invoice the District. It is mandatory that all injured employees needing treatment go to the District's Worker's Compensation Medical Provider Business Health Systems (address for provider is on the authorization form) for the first ten days from the date of injury.
- A work injury must be reported to Human Resources within three days after the accident has occurred. The accident report must be filled out completely and forwarded to Human Resources.
- If the injury requires less than 7 days off work, no compensation is paid by Workers' Comp, only treatment liability. According to Michigan Workers' Comp Law, if the injury requires more than 7 days off work, compensation begins on the 8th day. If the absence extends two weeks or longer, on the 15th day, Workers' Compensation will be paid to the employee retroactive to the first day off work.

## **PART TWO – Health and Welfare Benefits**

### **I. RETIREMENT BENEFITS**

All employees of the District are enrolled into a retirement investment plan through the State of Michigan Office of Retirement Services (ORS). Visit [pickmiplan.org](http://pickmiplan.org) to learn more about the plans options. You will receive your welcome letter from ORS with your member ID that you'll use to register for miAccount. You will need to log into [www.michigan.gov/orsmiaccount](http://www.michigan.gov/orsmiaccount) and make your retirement election. Any questions regarding retirement should be directed to ORS at 1-800-381-5111.

### **II. ELIGIBILITY AND COVERAGE FOR INSURANCE PROGRAMS**

Eligibility for benefits and levels of coverage depends on an employee's collective bargaining agreement or individual contract.

#### **Dependents**

An employee's child(ren) include a natural child, legally adopted child or a child to whom the employee or spouse are awarded legal custody. In addition to children, the term "eligible dependent" also includes any child for whom an employee is required to provide medical coverage under a Qualified Medical Child Support Order (QMCSO).

#### **Dependent Eligibility**

Dependents become eligible on the date:

- of birth, or
- adoption

Eligible dependents are:

- spouse/same sex domestic partner
- unmarried dependent child through the end of the calendar year in which they turn 26.
- unmarried dependent child, age 19 or older, with a physical or mental impairment, not capable of self-support

#### **Married AAPS Employees – Coverage for children**

Married couples that are both employed by the District and have eligible children may enroll them into the health benefits plan, but only one of the employees may cover the dependent(s).

#### **Coverage for Newborn and Newly Adopted Children**

Newly eligible dependents (newborn or newly adopted child/ren) must be enrolled in medical and dental benefits within thirty (30) days of the date of birth, adoption or commencement of your obligation to provide support.

#### **Student Verification Process**

- The verification process is normally in November of each year.
- Failure to provide the requested information will result in termination of benefits.

### **III. ENROLLMENT**

District orientation is held for new employees during which an overview of the benefits is provided and the employee receives an Enrollment Kit. It is the sole responsibility of the employee to enroll for benefits.

Enrollment forms must be completed and returned to the Human Resources Fringe Benefits office within thirty (30) days of his/her official hire date.

### **Annual Open Enrollment**

Current eligible employees may change health benefit elections or waive coverage during the Open Enrollment period. The benefit choices made during Open Enrollment will take effect the following January 1. Employee benefit elections from the prior year will carry over into the next year automatically. Employees may not make changes to Open Enrollment choices until the following Open Enrollment Period unless you experience a mid-year election change event (see below).

### **Mid-Year Election Change Qualifying Events**

Employees may not change health and dental elections until the Open Enrollment Period unless he/she experiences a mid-year election change event such as:

- Employee's legal marital status, including marriage, death of spouse, or divorce;
- Number of eligible dependents, including birth, death, adoption, and placement for adoption;
- An eligible dependent who satisfies, or no longer satisfies, the eligibility requirements for coverage due to age or similar circumstances;
- Change in your employment status, or the employment status of eligible dependents (e.g., loss of a job by a spouse);
- The employee, his or her spouse, or dependent becomes entitled to, or loses entitlement to, Medicare, Medicaid or certain other governmental group medical programs;
- Due to a Judgment, Decree or Order (including a Qualified Medical Child Support Order, or QMCSO) that requires the District to provide health coverage. Human Resources Fringe Benefits Office will automatically modify an employee's election to provide or eliminate coverage.

The employee must complete and sign a Benefits Enrollment/Change Form (available at the Human Resources Fringe Benefits Office) and return the form within thirty (30) days of the change in status event. The employee will be required to provide names and any other pertinent information requested in conjunction with the enrollment process, including, but not limited to, proof of dependent status. Health coverage under the Plan shall be effective retroactive to the date of marriage, birth, adoption, or placement for adoption, as applicable. Employees are required to submit evidence substantiating the "qualifying event" that necessitated the change. (e.g., adoption papers, judgments a divorce etc.)

### **Change in Address or Family Status**

To ensure timely and accurate processing of claims, it is important that you notify the Human Resources Fringe Benefits office promptly of any change in your address or family status – such as marriage, divorce, birth or adoption of a child, verification of dependent status, legal guardianship, marriage of a dependent child and death of spouse or child.

### **When Coverage Ends**

In general, coverage under the health benefits plan ends on the earliest of the following dates:

- The last day of the month in which your employment ends,
- The last day of the month in which you are no longer an eligible employee and/or your dependent is no longer an eligible dependent.

### **Continuation of Coverage During A Leave of Absence**

- Employees on an approved leave of absence may continue coverage for 12 weeks under FMLA or until taken off payroll, whichever is longer.

- Employees who do not return to work at the end of an FMLA or military leave are entitled to purchase COBRA continuation coverage.

#### **IV. COBRA (Continuation Coverage After Employment)**

Under the federal law, the Consolidated Omnibus Budget Reconciliation Act (COBRA), The District is required to offer employees who have terminated their employment with the District the opportunity for a temporary extension of health coverage (“COBRA coverage”) at group rates. Please contact the Human Resources Fringe Benefits Office for details of this coverage.

#### **V. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The EAP is a District provided program intended to help employees and dependents resolve the problems that can affect work performance. The EAP provides professional counseling and referral services, and an opportunity to confidentially discuss personal and family problems for guidance and problem-solving help.

The types of problems include but are not limited to:

- Marital conflict
- Family discord
- Financial worries
- Emotional problems
- Excessive stress

#### **How to Access the EAP**

Contact with the EAP can be initiated in the following ways:

- Manager or supervisor referral in order to help you improve job performance, or
- Direct contact by employee.

In all cases, strict confidentiality is assured. To arrange an appointment with an Employee Assistance Professional, please call Life Balance at 1-877-858-2147 or visit their website at LifeBalance.net.

#### **VI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

In accordance with the Health Insurance Portability and Accountability Act (HIPAA), AAPS shall not, without an employee’s authorization, request an employee’s Protected Health Information (PHI) from any covered entity as defined by the Act. PHI includes any information that relates to an individual’s past, present, or future health condition, or treatment or payments for health treatments.

If AAPS requires, or you voluntarily submit to, alcohol or drug testing or a medical examination, you are required to authorize the release of your PHI to AAPS or provide your PHI to AAPS.

**Please send all documents containing PHI, including but not limited to, doctors notes and return to work notes, to the Compliance Officer in Human Resources.**

## **PART THREE - LEAVES OF ABSENCE**

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### **I. HOLIDAYS, VACATION, BEREAVEMENT, RELIGIOUS OBSERVANCES & SICK DAYS**

Please refer to collective bargaining agreement or individual contract.

### **II. LEAVE OF ABSENCE DEFINED**

The following absences from work must be applied for and approved by Human Resources:

- All absences taken under the Family Medical Leave Act
- All workers' compensation absences
- All unpaid absences (not referenced above)
- All paid absences due to illness (not referenced above), which exceed 5 workdays.

#### **Leaves of Absence and Extensions**

Employees covered by a collective bargaining agreement or individual contract may, under the terms and conditions set forth in their contract, apply for a leave of absence. The employee must submit a "Request for Leave of Absence Form" to Human Resources prior to the start date of the leave and in accord with the deadlines (if any) set forth in the collective bargaining agreement.

An employee who wishes to extend a leave of absence must submit a new "Request for Leave of Absence Form" to Human Resources no later than two (2) weeks prior to the expiration of the current leave or by the date specified in the employee's contract.

Requests for leaves of absence and/or extensions of a leave of absence will be evaluated on an individual basis. Approval of the original leave of absence does not obligate the employer to approve a request for extension of the leave.

#### **Important details regarding Leaves**

- Failure to report to work on the first day after the expiration of a leave of absence will be considered a voluntary termination of employment.
- Unless required by applicable law or contract, employees will not accrue additional paid time off while on an unpaid leave of absence.
- All leaves of absence taken under the Family Medical Leave Act will conform to that law.
- If an employee is granted and takes an unpaid leave of absence, his/her insurance and other benefits will cease effective the first day of the month in which the employee is on unpaid status, except as provided by the Family Medical Leave Act, other applicable laws or contract.

### **III. JURY DUTY/WITNESS SERVICE**

Full-time or part-time regularly employed employees called to serve on a jury, or to testify as a voluntary witness at the request of the District, or otherwise subpoenaed to appear as a witness on behalf of the AAPS, will be paid for the day or days in which the court requires attendance.

If employees are subpoenaed to appear in court as witnesses, but not at the request of the AAPS or on behalf of the AAPS, they will be excused from work in order to comply with the subpoena but will not be paid for the time. Employees who are entitled to paid personal business days may choose to use a personal business day in order to receive compensation for the day.

**District Approved Jury Duty /Witness Service**

Employees must present their summons to their supervisor on the first working day after receiving it. If an employee is not required to serve on a day he/she is normally scheduled to work or if the employee is excused before serving three hours of jury duty, he/she is expected to report to work.

Compensation for jury duty or witness service on behalf of the AAPS will be the difference between the employee's straight time base rate of pay and any compensation received for jury duty or witness service. Copies of the vouchers received from the court showing compensation (excluding mileage) and dates served must be submitted to Human Resources.

**IV. MILITARY LEAVE**

An unpaid military leave of absence may be requested when an employee enters a branch of the United States military. A military leave of absence may also be used for Reserve or National Guard training, including monthly drill reserve sessions. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you must notify your supervisor and submit copies of your military orders or drill schedules to him or her as soon as is practicable.

All re-employment rights will be guaranteed under the guidelines of USERRA and applicable state laws. Pursuant to federal law, total military leave time may not exceed five years during your employment. Benefits will continue until the first of the month following thirty (30) days of service.

After that time, arrangements may be made to maintain insurance coverage for up to eighteen (18) months pursuant to USERRA at an additional cost to the employee.

**V. FAMILY AND MEDICAL LEAVE ACT of 1993 (FMLA)**

**Eligibility**

Employees who have worked for the District for at least twelve (12) months and 1,250 hours during a twelve (12) month period prior to a qualifying event may be eligible for FMLA leave. FMLA provides up to twelve (12) weeks of job-protected leave for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

**Important FMLA Information:**

- You may take FMLA leave for up to twelve (12) weeks in a twelve (12) month period. AAPS will calculate the twelve-month period by "looking back" from the date you want your leave to begin. For example, if you want your leave to begin on May 1, AAPS will count twelve months back from May 1 and determine how much (if any) FMLA leave you used during those twelve months and calculate how much (if any) FMLA leave you have remaining.
- The District allows employees to continue benefit coverage for health, life and AD&D, and disability coverage if the leave of absence qualifies as a family or medical leave under the federal FMLA.
- Employees are required to use their available sick days and may request to use vacation days and personal business days during the twelve (12) week family and medical leave period. Additionally, if an employee qualifies for FMLA and short-term disability, both leaves will run concurrently.

**Birth, Care or Placement of Child**

- The right to family leaves for the birth, care and/or placement of a child into your family for adoption or foster care may only be taken within twelve (12) months after the date of the birth or placement of the child. The right to leave for birth, care or placement of a child, must conclude within twelve months from the eligible event.
- In the case of unpaid leave for the birth, care or placement of a child for adoption or foster care, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and AAPS agree.
- If both parents are employed by AAPS, the combined leave for the birth, care and/or placement of a child, or to care for a parent's serious health condition, shall not exceed twelve (12) weeks. However, each employee may use the remainder of his/her individual FMLA leave for other allowable reasons, for example, for your own serious health condition, or for your child's serious health condition.

**Notification by Employee**

When the necessity of leave is foreseeable due to the expected birth or the placement of a child, the employee must provide the District with at least thirty (30) days notice of the employee's intention to take leave. Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member's or employee's own serious health condition must be supported by certification from a health care provider.

**How Benefits are Affected**

Employees who return to work from family leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

**Procedure**

Please contact Human Resources for the forms to request a leave under the FMLA. Your Human Resources Representative will answer any questions concerning your rights and continuation of benefits under the FMLA. (See Regulation #4050.R.01)



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF EDUCATION  
LANSING

SHEILA A. ALLES  
INTERIM STATE SUPERINTENDENT

July 30, 2019

Dear Educator,

The Michigan Department of Education (MDE) has approved a new [Michigan Code of Educational Ethics](#) (Code) in alignment with goal 3 of the Top 10 in 10 Strategic Plan. Educators will begin to see the new Code reflected on their certificates in the Michigan Online Educator Certification System (MOECS) in early August and school districts to use the Code guide to guide local ethics policies beginning during the 2019-2020 school year.

It is essential that all individuals working with students understand how professional decision-making can impact the safety and well-being of children, licensure, and the culture and mission of the school.

The Code is adapted from the Model Code of Ethics for Educators (MCEE), which was developed by a national panel of practicing teachers and administrators and was vetted across multiple organizational partners. Michigan educators provided public comment in January 2019 and the Code was presented to the State Board of Education for discussion in May 2019.

For additional information about the Code, please contact Leah Breen at [breenl1@michigan.gov](mailto:breenl1@michigan.gov). For questions about MOECS, please contact [MDE-EducatorHelp@michigan.gov](mailto:MDE-EducatorHelp@michigan.gov).

Sincerely,

A handwritten signature in black ink that reads "Leah C. Breen".

Leah C. Breen  
Director

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## MICHIGAN CODE OF Educational Ethics



### **1 RESPONSIBILITY TO THE PROFESSION**

Trust in the educational system depends upon a level of professional conduct and responsibility that may be higher than required by law. This entails holding one and others to the same ethical standards.

#### **A. Demonstrates responsibility to oneself as an ethical professional by:**

1. Acknowledging that lack of awareness, knowledge, or understanding of the Code is not, in itself, a defense to a charge of unethical conduct;
2. Knowing and upholding the procedures, policies, laws, and regulations relevant to professional practice regardless of personal views;
3. Holding oneself responsible for ethical conduct;
4. Monitoring and maintaining sound mental, physical, and emotional health necessary to perform duties and services of any professional assignment; and taking appropriate measures when personal or health-related issues may interfere with work-related duties;
5. Refraining from professional or personal activity that may lead to reducing one's effectiveness within the school community;
6. Avoiding the use of one's position for personal gain and avoiding the appearance of impropriety; and
7. Taking responsibility and credit only for work actually performed or produced, and acknowledging the work and contributions made by others.

#### **B. Fulfills the obligation to address and attempt to resolve ethical issues by:**

1. Confronting and taking reasonable steps to resolve conflicts between the Code and the implicit or explicit demands of a person or organization;
2. Maintaining fidelity to the Code by taking proactive steps when having reason to believe that another educator may be approaching or involved in an ethically compromising situation;
3. Neither discriminating nor retaliating against a person on the basis of having made an ethical complaint;
4. Neither filing nor encouraging frivolous ethical complaints solely to harm or retaliate; and
5. Cooperating fully during ethics investigations and proceedings.

#### **C. Promotes and advances the profession within and beyond the school community by:**

1. Influencing and supporting decisions and actions that positively impact teaching and learning, educational leadership and student services;
2. Engaging in respectful discourse regarding issues that impact the profession;
3. Enhancing one's professional effectiveness by staying current with ethical principles and decisions from relevant sources including professional organizations;
4. Actively participating in educational and professional organizations and associations; and
5. Advocating for adequate resources and facilities to ensure equitable opportunities for all students.

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## **2 RESPONSIBILITY FOR PROFESSIONAL COMPETENCE**

Commitment to the highest levels of professional and ethical practice, including demonstration of the knowledge, skills and dispositions required for professional competence.

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### **A. Demonstrates commitment to high standards of practice through:**

1. Incorporating into one's practice state and national standards, including those specific to one's discipline;
2. Using the Michigan Code of Educational Ethics and other ethics codes unique to one's discipline to guide and frame educational decision-making;
3. Advocating for equitable educational opportunities for all students;
4. Accepting the responsibilities, performing duties and providing services corresponding to the area of certification, licensure, and training of one's position;
5. Reflecting upon and assessing one's professional skills, content knowledge, and competency on an ongoing basis; and
6. Committing to ongoing professional learning.

### **B. Demonstrates responsible use of data, materials, research and assessment by:**

1. Appropriately recognizing others' work by citing data or materials from published, unpublished, or electronic sources when disseminating information;
2. Using developmentally appropriate assessments for the purposes for which they are intended and for which they have been validated to guide educational decisions;
3. Conducting research in an ethical and responsible manner with appropriate permission and supervision;
4. Seeking and using evidence, instructional data, research, and professional knowledge to inform practice;
5. Creating, maintaining, disseminating, storing, retaining and disposing of records and data relating to one's research and practice, in accordance with district policy, state and federal laws; and
6. Using data, data sources, or findings accurately and reliably.

### **C. Acts in the best interest of all students by:**

1. Increasing students' access to the curriculum, activities, and resources in order to provide a quality and equitable educational experience;
2. Working to engage the school community to close achievement, opportunity, and attainment gaps; and
3. Protecting students from any practice that harms or has the potential to harm students.



## **3 RESPONSIBILITY TO STUDENTS**

A primary obligation to treat students with dignity and respect, including promoting the health, safety and well-being of students by establishing and maintaining appropriate verbal, physical, emotional and social boundaries.

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### **A. Respects the rights and dignity of students by:**

1. Respecting students by taking into account their age, gender, culture, setting, and socioeconomic context;
2. Interacting with students with transparency and in appropriate settings;
3. Communicating with students in a clear, respectful, and culturally sensitive manner;
4. Taking into account how appearance and dress can affect one's interactions and relationships with students;
5. Considering the implication of accepting gifts from or giving gifts to students;
6. Engaging in physical contact with students only when there is a clearly defined purpose that benefits the student and continually keeps the safety and well-being of the student in mind;
7. Avoiding multiple relationships with students which might impair objectivity and increase the risk of harm to student learning or well-being or decrease educator effectiveness;
8. Acknowledging that there are no circumstances that allow for engagement in romantic or sexual relationships with students; and
9. Considering the ramifications of entering into an adult relationship of any kind with a former student, including but not limited to, any potential harm to the former student, public perception, and the possible impact on the educator's career. The professional educator ensures that the adult relationship was not started while the former student was in school.

### **B. Demonstrates an ethic of care through:**

1. Seeking to understand students' educational, academic, personal, and social needs as well as students' values, beliefs, and cultural background(s);
2. Respecting the dignity, worth, and uniqueness of each individual student including, but not limited to, actual and perceived gender, gender expression, gender identity, civil status, family status, sexual orientation, religion, age, disability, race, ethnicity, socio-economic status, and culture; and
3. Establishing and maintaining an environment that promotes the emotional, intellectual, physical, and sexual safety of all students.

### **C. Maintains student trust and confidentiality when interacting with students in a developmentally appropriate manner and within appropriate limits by:**

1. Respecting the privacy of students and the need to hold in confidence certain forms of student communication, documents, or information obtained in the course of professional practice;
2. Upholding parents'/guardians' legal rights, as well as any legal requirements to reveal information related to legitimate concerns for the well-being of a student; and
3. Protecting the confidentiality of student records and releasing personal data in accordance with prescribed state and federal laws and local policies.

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## **4 RESPONSIBILITY TO THE SCHOOL COMMUNITY**

Promotion of positive relationships and effective interactions with all members of the school community, while maintaining professional boundaries.

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### **A. Promotes effective and appropriate relationships with parents/guardians by:**

1. Communicating with parents/guardians in a timely and respectful manner that represents the students' best interests;
2. Demonstrating a commitment to equality, equity, and inclusion as well as respecting and accommodating diversity among members of the school community;
3. Considering the implication of accepting gifts from or giving gifts to parents/guardians; and
4. Maintaining appropriate confidentiality with respect to student information disclosed by or to parents/guardians unless required by law.

### **B. Promotes effective and appropriate relationships with colleagues by:**

1. Respecting colleagues as fellow professionals and maintaining civility when differences arise;
2. Resolving conflicts, whenever possible, privately, and respectfully and in accordance with district policy;
3. Keeping student safety, education, and health paramount by maintaining and sharing educational records appropriately and objectively in accordance with local policies and state and federal laws;
4. Collaborating with colleagues in a manner that supports academic achievement and related goals that promote the best interests of students;
5. Enhancing the professional growth and development of new educators by supporting effective field experiences, mentoring or induction activities across the career continuum;
6. Ensuring that educators who are assigned to participate as mentors for new educators, cooperating teachers, or other leadership positions are prepared and supervised to assume these roles;
7. Ensuring that educators are assigned to positions in accordance with their credentials, preparation, and experience in order to maximize students' opportunities and achievement; and
8. Working to ensure a workplace environment that is free from harassment.

### **C. Promotes effective and appropriate relationships with the community and other stakeholders by:**

1. Advocating for policies and laws that the educator supports as promoting the education and well-being of students and families;
2. Collaborating with community agencies, organizations, and individuals in order to advance students' best interests without regard to personal reward or remuneration; and
3. Maintaining the highest professional standards of accuracy, honesty, and appropriate disclosure of information when representing the school or district within the community and in public communications.

**D. Promotes effective and appropriate relationships with employers by:**

1. Using property, facilities, materials, and resources in accordance with local policies and state and federal laws;
2. Respecting intellectual property ownership rights when sharing materials (e.g. original lesson plans, district level curricula, syllabi, grade books, etc.);
3. Exhibiting personal and professional conduct that is in the best interest of the organization, learning community, school community, and profession; and
4. Considering the implications of offering or accepting gifts and/or preferential treatment by vendors or an individual in a position of professional influence or power.

**E. Understands the problematic nature of multiple relationships by:**

1. Considering the risks that multiple relationships might impair objectivity and increase the likelihood of harm to students' learning and well-being or diminish educator effectiveness;
2. Considering the risks and benefits of a professional relationship with someone with whom the educator has had a past personal relationship and vice versa;
3. Considering the implications and possible ramifications of engaging in a personal or professional relationship with parents and guardians, student teachers, colleagues, and supervisors; and
4. Ensuring that professional responsibilities to paraprofessionals, student teachers or interns do not interfere with responsibilities to students, their learning, and well-being.

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## **5 RESPONSIBLE AND ETHICAL USE OF TECHNOLOGY**

Consideration of the impact of consuming, creating, distributing and communicating information through all technologies. Vigilance to ensure that appropriate boundaries of time, place, and role are maintained when using electronic communication.

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### **A. Uses technology in a responsible manner by:**

1. Using social media responsibly, transparently, and primarily for purposes of teaching and learning per school and district policy. The professional educator considers the ramifications of using social media and direct communication via technology on one's interactions with students, colleagues, and the general public;
2. Staying abreast of current trends and uses of school technology;
3. Promoting the benefits of and clarifying the limitations of various appropriate technological applications with colleagues, appropriate school personnel, parents, and community members;
4. Knowing how to access, document, and use proprietary materials and understanding how to recognize and prevent plagiarism by students and educators;
5. Understanding and abiding by the district's policy on the use of technology and communication;
6. Recognizing that some electronic communications are records under the Freedom of Information Act (FOIA) and state public access laws and should consider the implications of sharing sensitive information electronically either via professional or personal devices/accounts; and
7. Exercising prudence in maintaining separate and professional virtual profiles, keeping personal and professional lives distinct.

### **B. Ensures students' safety and well-being when using technology by:**

1. Being vigilant in identifying, addressing and reporting (when appropriate and in accordance with local district, state, and federal policy) inappropriate and illegal materials/images in electronic or other forms;
2. Respecting the privacy of students' presence on social media unless given consent to view such information or if there is a possibility of evidence of a risk of harm to the student or others; and
3. Monitoring to the extent practical and appropriately reporting information concerning possible cyberbullying incidents and their potential impact on the student learning environment.

### **C. Maintains confidentiality in the use of technology by:**

1. Taking appropriate and reasonable measures to maintain confidentiality of student information and educational records stored or transmitted through the use of electronic or computer technology;
2. Understanding the intent of Federal Educational Rights to Privacy Act (FERPA) and how it applies to sharing electronic student records; and
3. Ensuring that the rights of third parties, including the right of privacy, are not violated via the use of technologies.

**D. Promotes the appropriate use of technology in educational settings by:**

1. Advocating for equal access to technology for all students, especially those historically underserved;
2. Promoting the benefits of and clarifying the limitations of various appropriate technological applications with colleagues, appropriate school personnel, parents, and community members; and
3. Promoting technological applications (a) that are appropriate for students' individual needs, (b) that students understand how to use and (c) that assist and enhance the teaching and learning process.

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## GLOSSARY

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### **Boundaries:**

The verbal, physical, emotional and social distances that an educator must maintain in order to ensure structure, security, and predictability in an educational environment. Most often, the boundaries that are transgressed relate to role, time and place. By respecting contracted roles, appropriate working hours, and the location of the learning environment, secure boundaries are in place for all members of the schooling community.

### **District/School District:**

This is often referred to as a “local education agency.” A “district” in this document is defined as a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools. This can include charter schools, magnet schools, virtual magnet schools, regional educational school districts, or other entities falling under the definition above.

### **Culture:**

The customary beliefs, social forms, and material traits of a racial, religious, or social group, including the characteristic features of everyday existence shared by people in a place or time .

### **Educator:**

Educators are the target audience for the MCEE, and are defined as licensed educators. These include paraprofessionals, teachers, teacher leaders, student support personnel and administrators. However, others who interact with students who are not under the auspices of an education-related licensing organization such as coaches, school secretaries, custodians or other school staff are encouraged to adopt or adapt this Model Code of Educator Ethics. See a separate definition for “professional educator.”

### **Ethic of Care:**

Responding with compassion to the needs of students.

### **Ethical Decision-Making Model:**

A framework utilized by educators to guide decision-making which includes professional dispositions; applicable laws, statutes, and policies; the Model Code of Educator Ethics; and other guidelines that have been adopted and endorsed by educational organizations.

### **Fiduciary relationship:**

A fiduciary relationship is one in which a person justifiably places confidence in another whose aid, advice, or protection is assumed. Inherent in such fiduciary relationships is an imbalance of power. Educators have a unique responsibility, as the relationship between student and teacher differs from other professional/client relationships (e.g., attorneys, physicians, clergy). Educators are entrusted with the safety and welfare of students during and after school hours and serve “in loco parentis.”

### **Implicit or Explicit Demands of an Organization:**

Implicit demands are often subjective or implied and reflect the culture of the schooling environment. Explicit demands are clearly articulated through mandates, policies, or statutes.



**Harm:**

The impairment of learning or any potential action which may lead to physical, emotional, psychological, sexual, or intellectual damage to a student or a member of the school community.

**Learning Community:**

A group of educators who work with one another to achieve the shared goals of their school and engage in collaborative professional learning to strengthen practice and increase student results.

**Multiple Relationships:**

Multiple relationships occur when the educator is in a professional role with one or more members of the school community and also has a personal relationship with that person or a member of that person's family. Multiple relationships have the potential to impair objectivity, competence, or effectiveness in performing his or her functions as an educator.

**New Educators:**

New educators include individuals in an educator preparation program or newly employed in the education profession, including paraprofessionals, teachers, administrators, and student support personnel.

**Professional educator:**

A licensed educator who demonstrates the highest standards of ethical and professionally competent practice and is committed to advancing the interests, achievement and well-being of students. The professional educator is also committed to supporting the school community and the education profession.

**Proprietary materials:**

Materials that are protected from unauthorized use by copyright or other forms of intellectual property rights.

**Safe environments/Safety and well-being:**

A school setting which promotes the well-being of all members of the school community and is characterized by the absence of physical, psychological, sexual or emotional harm

**School Community:**

This term usually refers to those stakeholders invested in the welfare of a school and its community. A school community includes school administrators, teachers, school staff members, students, their parents and families, school board members and other community members.

**Sensitive Information:**

This includes but is not limited to student information and educational records, including medical or counseling records.

**Student:**

A learner attending a P-12 school.

**Technology:**

Tools, systems, applications and processes that can include, but are not limited to, electronic communications networks such as the internet and electronic devices such as computers, laptops, phones and other hardware/software that deliver text, audio, images, animation, and streaming video.

**Transparency:**

Openness and accountability with respect to one's behaviors, actions and communications as an educator.

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**EMPLOYEE HANDBOOK ACKNOWLEDGEMENT**

As Ann Arbor Public Schools (AAPS) continues to change or update benefits or policies, changes in this handbook may be required. AAPS will inform bargaining unit leaders of all revisions and will make reasonable effort to inform all employees of the revisions. However, AAPS cannot assume responsibility for the updating of your personal copy of the handbook. The handbook is not a legal document and does **not** constitute a contract. As educational and working environments change and AAPS responds to these conditions, AAPS reserves the right to change the working conditions without consulting any one and without anyone's agreement. This handbook is neither a promise of benefits nor a guarantee of employment and is not meant to amend, supplement, or delete from existing collective bargaining agreements. In the case of a difference between what is stated in the handbook and the governing policies, legal plan documents, or collective bargaining agreements on which it is based, the governing policies, legal plan documents, as collective bargaining agreements will govern. For your convenience, an electronic copy of the handbook is available on the AAPS website – [A2Schools.org](http://A2Schools.org) or through Human Resources at 1-734-994-2240. Questions concerning the handbook should be addressed to your supervisor and/or a Human Resources representative. AAPS, in its sole discretion, reserves the right to amend or change policies and benefit plans.

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

Employee Name (Please Print) \_\_\_\_\_

cc: Personnel File