

**EMPLOYMENT OF SUPPORT PERSONNEL**

Support personnel do not have continuing contract rights. Consistent with state law, the board shall notify employees by June 1 or no later than ten (10) days after the effective date of the education appropriation bill, whichever is later, of its intent to offer employment for the ensuing year.

If the board does not intend to offer employment for the ensuing year, the executive director shall serve notice in writing to the employee.

**DEFINITIONS**

- A. “Support employee” shall mean an employee of FSILC who provides those services, not performed by professional educators or licensed/certified teachers, which are necessary for the efficient and satisfactory functioning of FSILC.
- B. “Full-time support employee” shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by FSILC for a minimum of 120 days per year.
- C. “Contract term” shall mean the date the employee reports for work for that fiscal year and shall continue until the last day of the employee’s assigned work schedule for the fiscal year for which he/she was hired.

**STAFF DEVELOPMENT**

In some cases, support personnel will be required to attend certain training sessions or other activities at least fifteen (15) hours per year deemed appropriate by FSILC. College credit can be applied to the staff development annual requirement at 15 points per successful one-hour college credit. These may include bus driver training, hazardous chemicals, safety, or instructional related topics, especially for teacher assistants employed by FSILC. It is the support personnel's responsibility to turn in professional development points from trainings/workshops to FSILC business office.

**EVALUATION**

An approved evaluation instrument will be used to evaluate FSILC support personnel on the basis of job performance as listed on their job description. A copy of the evaluation will be given to the employee and a copy will be placed in the employee's personnel file. Evaluations of support employees will be completed no later than April 1<sup>st</sup> of each year.

**RESIGNATION OF SUPPORT EMPLOYEES**

Support employees may submit a written resignation from employment with FSILC at any time. The resignation must be written, dated, signed and specify the date upon which it is effective. The resignation must be mailed to the executive director by certified mail, return receipt requested, or delivered to the executive director's office. An acknowledgment of receipt of hand delivered copies shall be placed on the face of the resignation. A support employee's oral resignation and failure to return to work shall be processed by the executive director in the same manner as an employee's written resignation.

The executive director is authorized to accept the written resignation of any support employee and shall advise the support employee in writing that the resignation has been accepted. A resignation may not be withdrawn after it has been accepted by the executive director and will be considered irrevocable from that date. Upon receipt of a written resignation from a support employee the executive director shall place upon the agenda of the next board meeting an agenda item for consideration and action on the resignation received.

Payment of final compensation shall be processed and disbursed at the scheduled times.

**SUSPENSION, DEMOTION,  
TERMINATION OR NONREEMPLOYMENT OF SUPPORT EMPLOYEES**

1. Definitions

- A. "Support Employee" shall mean an employee of FSILC who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of FSILC.
- B. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by FSILC for a minimum of 172 days per year.
- C. "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 4.B(1), below or as a suspension pending investigation as provided in paragraph 4.B(2), below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
- D. "Suspension with pay" may occur in those situations in which the executive director or his or her designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the work site / premises and the support employee is temporarily relieved of his or her duties pending a hearing under paragraph 4, below.
- E. "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
- F. "Termination" shall mean the discharge of the support employee from his/her employment with FSILC during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.

G. "Non-reemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

2. Policy On Suspension, Demotion, Termination Or Non-Reemployment Of Full-Time Support Employees

A full time support employee who has been employed by FSILC for more than one year shall be suspended, demoted, terminated or non-reemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 3 of this policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by FSILC for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

3. Cause For Suspension, Demotion, Termination Or Nonreemployment

A. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:

- i. Violation of any rule, regulation or requirement issued by the office of the executive director or board of FSILC or by the superintendent or board of education of an assigned school site; or
- ii. Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of FSILC or assigned school site property.

B. The rules, regulations and requirements referred to above and the Rules for Conduct shall be furnished to each support employee at the time of his/her initial employment. In the event these rules are updated, a copy shall be timely distributed to support employees.

4. Procedures For Suspensions Without Pay, Terminations And Demotions

A. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action the full-time support employee shall receive the following hearing rights:

- i. The executive director or his or her designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
- ii. The executive director or his or her designee shall explain to the support employee the evidence against the support employee;

- iii. The executive director or his or her designee shall allow the support employee an opportunity to present his or her side of the matter.
  - B. After the support employee is afforded the above hearing rights the executive director or his or her designee may take any of the following actions:
    - i. Suspension without pay for ten (10) working days or less as a disciplinary measure;
    - ii. Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
    - iii. Demotion of the support employee;
    - iv. Termination of the support employee;
    - v. Conclude that no disciplinary action is appropriate.
  - C. The support employee shall have the right to appeal to the board a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the board in section 6 below.

5. Procedures For Non-Reemployment

Prior to being non-reemployed, a full-time support employee who has been employed by FSILC for more than one (1) year shall be entitled to the following hearing rights:

- A. The board or executive director or his or her designee shall advise the support employee, in writing, of the board's intention to consider and act on the non-reemployment of the support employee for the subsequent fiscal year;
- B. The written notification shall set out the cause(s) for such action;
- C. The support employee shall have the right to contest his or her non-reemployment before the board as set forth in the Procedures for Appeal to the board in section 6 below.

6. Procedures For Appeal To The Board Of Directors

- A. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the support employee shall receive notice of his/her right to a hearing before the board as herein provided.
- B. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on FSILC records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee

shall be deemed to have received the notice on the date that the notice was postmarked. The postmark shall be used to determine the timeliness of the notice.

- C. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the clerk of the board of FSILC within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the board. If the support employee fails to notify the clerk of the board of FSILC in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.
  
- D. Hearing before board of education:
  - i. Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the board. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the board if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled board meeting. At the request of the support employee or at the discretion of the board, the board shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.
  
  - ii. At the hearing before the board, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by FSILC, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his or her rights at the hearing. Following this statement, FSILC administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon FSILC administration. The support employee shall then have the right to present his/her side of the matter. After both FSILC administration and the support employee have fully presented their respective positions, the board shall deliberate on the evidence in executive session. The board shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the board members present at the meeting.

- iii. As to suspension as a disciplinary measure, demotion or termination, the board may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the board may reemploy or non-reemploy the employee for the subsequent fiscal year.
- iv. The decision of the board at the hearing shall be final and non-appealable.

7. Miscellaneous

This policy shall be effective immediately upon adoption by the board and shall supersede all previous policies regarding the subject matter contained herein. The board reserves the right to modify or amend this policy from time to time in any manner consistent with applicable law.

Nothing contained in this policy shall prevent the board from acting on its own volition in matters pertaining to suspension, demotion, dismissal or non-renewal of support employees.

**SUPPORT EMPLOYEE RULES FOR CONDUCT**

A support employee may be suspended, demoted, terminated or nonreemployed for violation of any of the following Rules for Conduct, as well as other standards of conduct included in FSILC or assigned school site policies:

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Abandonment of job (3 or more consecutive or non-consecutive absences in a rolling 6 month period without following the proper reporting procedures).
5. Excessive unexcused absenteeism.
6. Chronic absenteeism for any reason.
7. Chronic tardiness.
8. Wasting time or loitering during working hours.
9. Leaving work area during work hours, without permission, for any reason.
10. Possession of weapons on school premises or in school or FSILC vehicles or while on duty.
11. Removing FSILC or school district property or records from the premises without proper authority.
12. Willful abuse, misuse, defacing, or destruction of FSILC or school district property, including tools, equipment, or property of other employees.
13. Theft or misappropriation of property of employees or students of FSILC or the school district.
14. Sabotage.
15. Distracting the attention of others.

16. Refusal to follow instructions of supervisor.
17. Refusal or failure to do work assignment.
18. Unauthorized operation of machines, tools, or equipment.
19. Threatening, intimidating, coercing or interfering with employees or supervisors.
20. Threatening, intimidating, coercing or exploiting students.
21. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
22. Creating a disturbance on FSILC or school premises including but not limited to engaging in quarrelsome behavior and fighting.
23. Creating or contributing to unsanitary conditions.
24. Practical jokes injurious to other employees, students or FSILC or school district property.
25. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
26. Disregard of known safety rules or common safety practices.
27. Unsafe operation of motor driven vehicles or equipment.
28. Operating machines or equipment without using the safety devices provided.
29. Gambling, lottery, or any other game of chance on FSILC or school district property.
30. Unauthorized distribution of literature, written or printed matter of any description on FSILC or school district property.
31. Posting or removing notices, signs, or writing in any form on bulletin boards of school district or FSILC property at any time without specific authority of the administration.
32. Poor workmanship.
33. Immoral conduct or indecency including abusive and/or foul language.
34. Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
35. Walking off job.

36. Clocking in or out on another employee's time card or time sheet.
37. Smoking in an unauthorized area.
38. Refusal of job transfer, if the transfer does not result in a demotion.
39. Abuse of "breaks" (rest periods) or meal period policies.
40. Insubordination of any kind.
41. Dishonesty of any kind, including withholding pertinent information from a supervisor.
42. Sexual harassment of an employee, a student or a third party such as a patron or vendor.
43. Misuse or abuse of any leave policy or guidelines.
44. When it is in the best interest of FSILC or the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.
45. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or nonreemployment for inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position (with or without reasonable accommodation) within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the condition resulting in the extended absence.

**JOB DESCRIPTION  
BUSINESS MANAGER**

- Qualifications:
- High school diploma or GED
  - Two years experience in accounting or bookkeeping, or demonstrated competence in the tasks assigned
  - Demonstrated competence in the use of business machines

Employment terms: 12 months

Reports to: FSILC executive director

Goal: To assist in the administration of FSILC business affairs so as to provide the maximum educational services for the financial resources available

Performance Responsibilities:

1. Maintains a complete, systematic set of records of financial transactions
2. Records detailed financial transactions in appropriate journals and ledgers
3. Summarizes and balances entries recorded in individual journals and ledgers, and maintains computer printout folders
4. Prepares financial statements, income statements, and cost reports
5. Traces errors and records adjustments to correct improper entries
6. Prepares withholding, social security, tax forms, teacher retirement, and other reports
7. Stays in touch with current office practice
8. Performs other duties assigned by executive director

**FIVE STAR INTERLOCAL COOPERATIVE  
BOARD OF DIRECTORS POLICY**

*Section VI – Personnel (Support)*

Adopted: September 9, 2003  
Revised: March 7, 2012

**JOB DESCRIPTION  
OFFICE MANAGER / RECEPTIONIST**

Qualifications: High school diploma or GED

Employment terms: 12 months

Reports to: FSILC executive director

Goal: To assist in the administration of FSILC and to provide a positive atmosphere at FSILC office when dealing with the public and FSILC employees and member schools.

Performance Responsibilities:

1. Answer phones, take messages, greet visitors
2. Complete reports and correspondence for executive director and grant director
3. Other duties as assigned by the executive director

**JOB DESCRIPTION  
SPECIAL EDUCATION PARAPROFESSIONAL**

Definition

A “paraprofessional” is defined as one who assists teacher in carrying out instructional activities. A “teacher assistant” is defined as one who assists in non-instructional activities.

Qualifications: High school diploma or GED  
OSDE paraprofessional certification  
Current bloodborne pathogen training  
Current CPR/first aid certificate  
experience providing instructional/technological assistance to special needs students

Employment terms: 175 days (based on assigned school site)

Reports to: FSILC executive director and assigned school site principal

Goal: To provide assistance to certified teacher with special education students

Performance Responsibilities:

1. Instructional Support
  - Reinforce concepts presented by the teacher
  - Listen to students read
  - Read to students
  - Supervise independent or small group work
  - Modify materials
  - Assist students with physical needs
  - Help students work on assignments and projects
  
2. Social and Behavioral Support
  - Supervise students within and outside of classroom
  - Facilitate social interactions among students
  - Help teacher with student behaviors in accordance with teacher’s plan
  - Supervise time-out

- Observe and record student behavior and progress in accordance with teacher's plan

3. Non Instructional Support

- Give medication and record appropriately
- Make instructional materials (e.g., games, posters, booklets, etc.)
- Perform clerical duties (e.g., typing copying, correcting, recording, etc.)
- Make displays and bulletin boards
- Locate and display instructional materials

4. Team Support

- Promote an atmosphere of respect for children and adults
- Encourage caring and helping behaviors among students
- Maintain enthusiasm
- Maintain effective and cooperative relationships with students and adults
- Maintain confidentiality
- Record required information
- Participate in school and FSILC in-service required activities
- Provide opportunities and activities for students to participate with peers

**JOB DESCRIPTION  
SPECIAL EDUCATION TEACHER ASSISTANT**

Definition

A “paraprofessional” is defined as one who assists teacher in carrying out instructional activities. A “teacher assistant” is defined as one who assists in non-instructional activities.

Qualifications: High school diploma or GED  
Current bloodborne pathogen training  
Current CPR/first aid certificate  
experience providing instructional/technological assistance to special needs students

Employment terms: 175 days (based on assigned school site)

Reports to: FSILC executive director and assigned school site principal

Goal: To provide assistance to certified teacher with special education students

Performance Responsibilities:

1. Assist certified teacher with hall, playground, lunchroom, bus and other duties
2. Supervise extracurricular or other non-instructional school activities
3. Provide assigned students with social and behavioral support
4. Assist assigned students with self help activities

**JOB DESCRIPTION  
TRANSITION COORDINATOR**

Qualifications: High school diploma or GED

Employment terms: 175 days (based on assigned school site)

Reports to: FSILC executive director

Goal: Give assigned students job readiness assistance and/or conduct training in job search, applications, interviewing skills, work behaviors and other related skills.

Performance Responsibilities:

1. Serve as a member of the IEP team and the transition/work-study team
2. Provide information to other school personnel, students and parents regarding the transition/work-study program
3. Develop jobs for the school work-study,<sup>1</sup> monitor the progress and submit sheets at the end of each pay period.
4. Explore the job market within the community, assist students in obtaining employer work-study<sup>2</sup> jobs and perform regular follow-up.
5. Contact each employer/supervisor to explain how to document work performance using the “Work-Study Assessment” form.
6. Obtain employer assessments on each student monthly and forward to the DRS counselor.
7. If making a claim to DRS for mileage expenses, turn in the Weekly Reports (DRS-A-1) and sign the travel claim form at the DRS office.
8. Provide the DRS counselor with a summary of the jobs held by students in the program each semester using “Work-Study Report” form.

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<sup>1</sup>**School Work-Study** is during school hours, supervised by school personnel, uses school transportation when needed and the training stipend is paid by the school and reimbursed by DRS.

<sup>2</sup>**Employer Work-Study** is part-time work in the community with the employer paying the salaries.

9. Provide the DRS counselor a “Semester Summary” report on each student participant at the end of each semester.
10. Meet regularly with the DRS counselor to discuss concerns and review progress.