

Policy 3202

ESP: Employment and Placement

A. Application

1. Each potential candidate for employment must file an online application appropriate to the specific position for which the candidate is applying.
2. Applicants will be screened and the most qualified person will be selected for the position based on the application, references and interview.

B. Health Certificates/Other Credentials

1. Each applicant will be responsible for providing to the Personnel Office, the necessary credentials appropriate to the position for which the applicant is applying. Lack of such documents would be cause for not considering the person's application.
2. Some examples are:
 - a. Food Handler's Permit and/or Serve Safe – School Lunch
 - b. Physical, Bus Driver's Permit – Bus Drivers
 - c. Highly Qualified Status – Para
 - d. Electrician License
 - e. Plumber License

C. Pay Practices and Salary Schedule

1. All new ESP employees will be placed on the appropriate lane of the ESP salary schedule.
2. New employees hired for contracted positions may be granted up to nineteen (19) years of experience on the ESP Salary schedule for verifiable, equivalent, job-related previous experience within the past nineteen (19) years.

3. Employees that reach the 30th step on the salary schedule will receive a \$1 per hour increase after the yearly COLA has been applied to the salary schedule.
4. Workers who accept and fulfill supervisory responsibilities in the absence of the supervisor for 20 consecutive days or 40 cumulative days during the school year shall be paid at the first step on the appropriate supervisory lane that gives at least a 5% raise. Payment will be retroactive to the first day they assumed the additional responsibilities.
5. All non-exempt employees (with the exception of bus drivers) will clock in to begin their shift and clock out to conclude their shift. Bus Drivers and Bus paras will be paid based on necessary, predetermined hours set by the Transportation Department. Bus drivers and bus paras will have their contracted hours reviewed and adjusted, if necessary, 3 times a year: August, December, March.

D. Salaries, Paychecks and Pay Days

1. Pay days shall be once monthly, occurring on the last banking day of each month. An exception will be made in December when pay day will be the last working day before the Christmas break. All absences are to be reported to the employee's immediate supervisor or on the District substitute system.
2. Employees that receive their payment on the 20th of the month will receive their payment on the last banking day prior to the 20th if the 20th falls on a weekend or a holiday.

E. Withholdings

1. All employees upon accepting an appointment in this District shall agree to the withholding from their monthly pay checks items required by law and/or agreed upon by the individual and Board. Payroll deductions may also be made on an individual basis for other approved programs.

F. Deductions and/or Loss of Pay

1. Calculations for deductions in loss of pay cases shall be made by dividing the contract salary by the number of days in the contract period to determine the daily rate of pay.
2. The District will provide payroll deductions of Association dues for non-contracted employees when requested.

G. Extenuating Circumstances

1. In case of inability on the part of the Board of Education to continue school for the full time contemplated, or in case of cancellation of contract for any reason (other than termination without good and sufficient reason as set forth under the contract provisions), the salary to be paid shall bear the same ratio to the specified salary as the actual time of service bears to the specified time of service.

H. Work Hours/Days/Stipend

1. The days of employment shall be designated by the Board of Education in connection with the adopted school calendar.
2. Employees required to work beyond their regularly assigned hours may, upon approval of their immediate supervisor, be granted "comp time". All overtime and "comp time" will be regulated according to the provisions of the [Fair Labor Standards Act](#). (See [Policy 3209 Compensatory Time Off](#))
 - a. Compensation time may be used by the employee in 15-minute increments, but the employee cannot be required to use them in less than full hour increments.
 - b. Compensation time should be used as soon as reasonably possible, preferably during the current pay period and at a time mutually agreed upon with the direct supervisor.
 - c. Employees called back to work to handle an emergency (threat to life or property) outside their regularly scheduled working hours will receive a minimum 2 hour call out and reimbursement for mileage at the current District rate.
3. When ESP employees are required to work on weekends that coincide with a paid holiday (Monday or Friday), the District will pay the employee time and one-half for the hours worked.
 - a. Overtime will be based on the regular hourly rate of the employee, not at the substitute rate.
4. Overtime assignments or employees required to work beyond their regularly assigned hours will be approved on an individual basis. On each occasion, method of payment will be decided upon by mutual agreement between the employee and the supervisor.

- a. School lunch workers that cover for an unfilled absence will be compensated for the additional time required to complete their tasks.

~~5. Elementary School Secretarial Hours/Days/Stipend~~

- ~~a. The following formula will be used in staffing elementary school secretarial hours and days (not including Western Schools):~~

- ~~1) Each Elementary School Secretary's contract will be 200 days, 8 hours a day.~~
- ~~2) Elementary Schools with 0 — 399 students will add 2 hours a day for 180 days of secretarial support~~
- ~~3) Elementary Schools with 400 — 549 students will add 4.5 hours a day for 180 days of secretarial support~~
- ~~4) Elementary Schools with 550 — 699 students will add 6 hours a day for 180 days of secretarial support.~~
- ~~5) Elementary Schools with 700 — 799 students will add 6.5 hours a day for 180 days for secretarial support.~~
- ~~6) Elementary Schools with 800 + students will add 7.5 hours a day for 180 days for secretarial support. (This would be considered a receptionist position)~~

~~b. Elementary School Secretarial Stipend~~

- ~~1) Secretaries who work in schools where the principals supervise two schools will receive a \$500 stipend to be compensation for carrying additional responsibility. This stipend is to be submitted by secretary on a voucher for payment in January and June. If situation should change, stipend is to be prorated.~~

6. Prep Aide Hours

- a. Prep Aides will receive additional time each week to prepare for their assignment. Aides working four hours per day will receive an additional 30 minutes per week. Aides working less than four hours per day will receive an additional 15 minutes per week. The additional time per week should not be used to determine if an aide will be contracted.

7. Bus Driver Days

- a. Bus Drivers will be contracted 178 days per year. An additional 20 hours each year will be vouchered for training.

8. Custodian

- a. A shift differential of 50 cents will be provided to a custodian who works the majority of their shift between the hours of 10:00 p.m. and 6:00 a.m. Volunteers will be sought, from the custodians at that particular site, prior to reassigning anyone to this specific shift.
- b. When 260-day custodians are absent during the summer months (when school is not in session) the school can obtain a substitute for them five times during the summer. The five days during the summer months are equivalent to the number of hours the custodian would normally work during the day.
- c. Custodians will be expected to walk through their school on determined weekends to ensure the security, maintenance, and operation of the building. This will be part of their established work week. It will be compensated for the time spent walking through the building and will not have a minimum call out associated with it.

I. Employee Files

1. A personnel file is kept on all ESP employees. All materials placed in the employee's permanent file, subsequent to initial employment materials, shall be available to the employee at the employee's request for inspection.

J. Evaluations – See [Policy 3042 ESP Employee Evaluation](#)

K. Contract Time

1. When additional responsibilities and hours are temporarily added to an employee's schedule, these hours will be considered in determining insurance participation and retirement. When the temporary responsibility is discontinued the employee's contract will revert to the hours prior to the temporary assignment.

L. Employment of Contracted ESP Personnel

1. Contracted employees who qualify will be eligible for appropriate benefits upon employment.
 - a. ESP employees, who have never met eligibility requirements with Box Elder School District, will be required to work 30 hours per week to qualify for any benefits (including retirement, health insurance, life insurance, and any leave).

1) Exceptions:

- a) Transportation (bus drivers and bus paras) will stay at a 25-hour contracted threshold.
- b) ~~The District will put in a Memorandum of Understanding (MOU) with Child Nutrition for the 24-25 school year to determine the contracted threshold specifically for 5 hour cook positions. They will consider adding hours to the 5-hour cook position or paying them as a "lead cook" or both. A decision will be made for the 25-26 school year based on these conversations. Lead cooks will be contracted at 5.5 hours daily, 27.5 hours a week beginning with the 26-27 school year.~~
- b. ESP employees contracted before July 1, 2024 will be "grandfathered" into this policy. (July 1, 2024) An employee who is "grandfathered" will remain so unless they:
 - 1) Separate from the District for at least 120 days or
 - 2) work in a position that is less than the hours that originally granted them a contracted position.

M. Privatization of ESP Services

- 1. The Board recognizes the valuable contribution ESP employees make to the operation of the School District. Therefore, the Box Elder Board of Education agrees to notify BEESPA if it intends to consider privatization of any ESP service or department and to discuss ways of becoming more effective within those departments being considered for each action. The BEESPA and/or its members agree to work cooperatively with the Board in the best interest of the District.

N. Furlough Days

- 1. If an emergency call-out occurs on a furlough day, the employee will be compensated at two times the hourly rate.
- 2. Furlough hours may be used by the employee in 15-minute increments, but the employee cannot be required to use them in less than 4-hour increments.