

CONTRACTS

The district will contract annually with each applicable staff member. Such contract will be in conformity with state law and the policies and negotiated agreements of the district. The contract will be binding on the district and on the staff member and may not be abridged or abrogated during its term by either party except by mutual consent or as may be provided elsewhere in board policy or in negotiated agreements.

The contracts for certificated staff will be written for a period not to exceed one year. Upon the recommendation of the superintendent contracts for selected classified staff may be in writing and/or for a specific period of time not to exceed one year. Otherwise the employment of classified staff will be on a month-to-month basis commencing from the first day of work.

Supplemental contracts, which are not subject to the continuing contract statute, will be issued for services to be rendered in addition to a staff member's normal "full-time" assignment.

A. Certificated Staff Contracts

The district, upon recommendation of the superintendent and approval by a majority of the board of directors, will offer a certificated staff contract to the applicant so recommended and approved, such contract to state the salary to be paid based upon the applicable salary schedule, the number of days of service, effective date and term of the contract and to include the following statement: "failure to return this contract within ten (10) days of the above date of issuance will constitute a resignation or nonacceptance of employment or re-employment." The contract will also include the following statement:

"This contract replaces the prior individual contract for the ____ school year." And when applicable: "This contract will be subject to the terms and conditions of any collective bargaining agreement between the district and the organization certified and recognized as the negotiating representative for the certificated staff employed by the board. In the event that any of the provisions of this individual staff member contract will be inconsistent with the provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement will prevail."

B. Provisional Employment

The district will issue to certificated first, second and third year teaching or other non-supervisory certificated staff a "provisional contract" for "provisional employees" who are subject to non-renewal of employment as provided by law for such staff members. Staff who have completed a two year provisional term with

another Washington State school district will be provisional employees only during their first year with the district. Such “provisional contract” will include the following rider:

“It is understood and agreed that the staff member has not completed three years of employment in a Washington state public school district and that the provisions of RCW 28A.405.220 are applicable during the first three years of certificated employment of the staff member by the district, or the first year of employment with the district if the staff member has completed at least two years of employment in another Washington state public school district.”

For employees transitioned to the four-tier evaluation system, the superintendent may remove an employee from provisional status if the employee receives one of the top two evaluation ratings during the second year of employment in the district.

C. Retire-Rehires and Persons Replacing Certificated Staff on Leave

The district will issue one-year, non-continuing contracts to persons who have retired from a certificated position in the state of Washington and are returning to employment under the “retire-rehire” provisions of state law. All one-year, non-continuing contracts must be posted and the hiring practices of the District followed. The district will issue “replacement employee” contracts upon the recommendation of the superintendent and action of the board, to certificated staff who replace certificated staff who have been granted leaves. Such contracts will be for the duration of the leave only and are not subject to the terms of the Continuing Contract law. Such contracts will clearly state the terms and conditions of the contract. These contracts will include the following rider:

“It is understood and agreed that the staff member is employed pursuant to the provisions of RCW 28A.405. In accordance with the provisions of the RCW 28A.405.900, this contract will expire automatically at the end of the contract terms set forth herein and is not subject to the provisions of RCW 28A.405.210.

D. Adjustments

The district will provide for the review and adjustment of certificated staff contracts on the basis of information filed with the Human Resources office by September 10th. The staff member will provide the HR office, according to schedule, with the required information, including official college or university transcripts, official records of degrees completed, official records of approval and completion of authorized work for equivalent credits and all other pertinent data for contract adjustment purposes.

E. Supplemental Employment Contracts

The district will issue separate supplemental employment contracts to certificated staff for service to be rendered in excess of a normal "full-time" assignment or for service to be rendered beyond the scheduled staff day or for service to be performed beyond the scheduled staff year. Supplemental contracts will also be issued for co-curricular activities and special responsibility assignments. Separate agreements will not exceed one year and if not renewed will not constitute an adverse change in contract status. Salary for services performed under supplemental employment contracts will be paid according to the current salary schedule for supervision of co-curricular activities or, in the case of extended time assignments, according to the applicable provisions for payment for the services rendered.

The contract must define the increment of pay.

Any such supplemental contracts or extensions of time not previously defined in existing collective bargaining agreements must be approved by the board.

F. Consultants

Staff consultant services may be obtained when unique knowledge or technical skills are needed. A description of desired services and an estimate of time and costs will be submitted to the Superintendent or designee for action. Compensation will be determined by the Superintendent or designee, but normally may not exceed that paid to a regular staff member with comparable duties. The honorarium paid to a consultant will be determined by the Superintendent or designee, taking into account cost incurred and benefits derived therefrom. Compensation classification of a consultant on a personal services contract or payroll will be determined in compliance with the guidelines of the Internal Revenue Service.

G. Title I Employees

All teachers working in a program supported with Title I funds, who were hired on or after the first day of the 2002-2003 school year will be highly qualified, as defined by federal law and regulations.

All paraprofessionals providing instructional support in a program supported by Title I funds hired after January 8, 2002, will have a secondary school diploma or a recognized equivalent and one (1) of the following:

1. Completed at least two (2) years of study at an institution of higher learning;
2. Obtained an Associate's or higher degree; or
3. Met rigorous standard of quality through a formal state or local assessment.

Paraprofessionals who are hired primarily as translators or solely to conduct family involvement activities do not need to meet the new requirements. However, they must have earned a secondary school diploma or its recognized equivalent.

Cross Reference:

Board Policy 5280 Termination of Employment

Legal References:

RCW 28A.330.100	Additional powers of the board
RCW 28A.400.300	Hiring and discharging of employees — Written leave policies — Seniority and leave benefits of employees transferring between school districts and other educational employers
RCW 28A.400.315	Employment contracts [not retroactive]
RCW 28A.405.210	Conditions and contracts of employment — Determination of probable cause for nonrenewal of contracts — Nonrenewal due to enrollment decline or revenue loss — Notice — Opportunity for hearing
RCW 28A.405.220	Conditions and contracts of employment — Non-renewal of provisional employees — Procedure
RCW 28A.405.240	Conditions and contracts of employment Supplemental contracts, when — Continuing contract provisions, not applicable to
RCW 28A.405.900	Certain certificated employees exempt from chapter provisions
20 U.S.C. § 6319	Qualifications for teachers and paraprofessionals

Management Resources:

<i>Policy News</i> , October 2010	Employment Disclosures
<i>Policy News</i> , August 2003	No Child Left Behind Update
<i>Policy News</i> , August 2001	Legislature Authorizes “Retire-Rehire”