CONTRACTS

The district shall contract annually with each applicable staff member. Such contract shall be in conformity with state law and the policies and negotiated agreements of the district. The contract shall 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 shall 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 shall 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, shall 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, shall 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 shall constitute a resignation or nonacceptance of employment or re- employment." The contract shall also include the following statement:

"This contract replaces the prior individual contract for the_____ school year." And when applicable: "This contract shall be subject to the terms and conditions of any collective bargaining agreement between the district and the organization certified or 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 shall be inconsistent with the provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement shall prevail.

B. Provisional Employment

The district shall 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 shall be provisional employees only during their first year with the district. Such "provisional contract" shall 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."

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. (Optional – use if district has a four-tier evaluation system.)

C. Retire-Rehires and Persons Replacing Certificated Staff on Leave
The district shall 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. The district shall issue "replacement employee" contracts upon the recommendation of the superintendent and action of the board, to certificated staff who replace certificated staff that have been granted leaves. Such contracts shall be for the duration of the leave only and are not subject to the terms of the Continuing Contract Law. Such contracts shall clearly state the terms and conditions of the contract. These contracts shall 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 RCW28A.405.900, this contract shall 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 shall provide for the review and adjustment of certificated staff contracts on the basis of information filed with the personnel office by _____. The staff member shall provide the personnel 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 Agreements
The district shall issue separate supplemental employment agreements 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 shall not exceed one year and if not renewed shall not constitute an adverse change in contract status. Salary for services performed under supplemental employment agreements shall 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.

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 shall be submitted to the superintendent or designee for action. Compensation shall 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 shall 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 shall be determined in compliance with the guidelines of the Internal Revenue Service.

G. Title 1 Employees
All teachers working in a program supported with Title 1 funds that were hired on or after the first day of the 2002-2003 school year, shall be highly qualified, as defined by federal law and regulations.

All paraprofessionals providing instructional support in a program supported by Title 1 funds hired after January 8, 2002, shall 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 a 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 References:	Board Policy 5280	Termination of Employment
Legal References:	RCW 28A.330.100	Additional powers of the board
	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
	28A.400.315	Employment contracts [not retroactive]
	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
	28A.405.220	Conditions and contracts of employment — Non-renewal of provisional employees — Procedure
	28A.405.240	Conditions and contracts of employment Supplemental contracts, when — Continuing contract provisions, not applicable to
	28A.405.900	Certain certificated employees exempt from chapter provisions
	20 U.S.C. § 6319	Qualifications for teachers and paraprofessionals

Management Resources:

Policy News, August 2001	Legislature Authorizes "Retire- Rehire"
Policy News, August 2003	No Child Left Behind Update
Policy News, October 2010	Employment Disclosures

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