EMPLOYMENT CONTRACTS FOR STAFF

The District shall annually enter into employment contracts with all applicable certificated staff member as required by law. Such contracts shall be in conformity with state law/regulations, District policies/regulations, and negotiated collective bargaining agreements. 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.

A. Contracts for Certificated Employees

The contracts for certificated employees, including but not limited to teacher, principal, supervisor, or other certificated employee holding a position as such with the district shall be in writing and for a period not to exceed one year. A contract for a certificated employee may be terminated as allowed under state law and any applicable collective bargaining agreement.

1. Issuance of Contracts to Certificated Staff

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 is to state or refer to the salary to be paid based upon the applicable salary schedule, the number of days of service, effective date, and duration of the contract. Failure to return the contract within ten (10) days of the date of issuance shall constitute a resignation or non-acceptance of employment or re-employment. The 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 the individual staff member contract are inconsistent with the provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement shall prevail.

2. Provisional Certificated Staff

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 at least two years of certificated employment in another school district in the State of Washington shall be provisional employees only during their first year with the District. Such a “provisional contract” shall include the information that 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 as provided for under state law and pursuant to the applicable collective bargaining agreement.

3. Replacing Certificated Staff on Leave

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 who have been granted leaves of absence. Such contracts shall be for the duration of the leave of absence 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 a statement that the staff member at issue understands and agrees that he or she is employed pursuant to RCW 28A.405. The contract shall expire automatically at the end of the contract term and is not subject to the provisions of RCW 28A.405.210.

4. Adjustments for Certificated Staff

The District shall provide for the review and adjustment of certificated staff contracts on the basis of information filed with the Human Resources Department. The staff member shall provide the Human Resources Department 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.

5. Supplemental Employment Agreements for Certificated Staff

The District shall issue a separate supplemental employment agreement to certificated staff, when contemplated under a collective bargaining agreement, 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. The supplemental contract 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 the supplemental employment agreement shall be paid according to the current salary schedule for co-curricular activities or, in the case of extended time assignments, according to the applicable provisions for payment for the services rendered.

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.

B. Contracts for Classified Staff

Represented classified staff members are employed pursuant to state law and the applicable collective bargaining agreement. Individual written contracts are not required.
Non-represented classified staff is employed for a period of time not to exceed one year. Individual written contracts are not required. After twelve months of employment for the District, non-represented classified staff shall be employed on a month-to-month basis and may be terminated without cause with one month’s notice. Non-represented classified employees may be terminated at any time for sufficient cause, including but not limited to violations of the District’s Employee Conduct Rules set forth in Policy 5010, in the manner set forth in the Policy 5280, Separation of Employment.

C. Contracts for Consultants

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. 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. The Board will approve any contract for consultant services that requires Board approval giving the amount of financial compensation/remuneration at issue.

Cross References:  Board Policy 5010 Employee Conduct Rules  
Board Policy 5280 Separation of Employment.

Legal References:  RCW 28A.320.015 School Board Powers;  
28A.330.100 Additional powers of the Board  
28A.400.300 Hiring and discharging employees--Leaves for employees--Seniority and leave benefits, retention upon transfer between schools  
28A.400.315 Employment contracts [not retroactive]  
28A.405.210 Conditions and contracts of employment--Determination of probable cause for non-renewal of contracts--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; August 2003; October 2010

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