PERSONNEL

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 action of the board, 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 and second-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 con-
tract” shall include the following rider: “It is understood and agreed that the staff member has
not completed two years of employment in a Washington State public school district and at
least one year of employment in the district in a teaching or other non-supervisory certifi-
cated position and that the provisions of RCW 28A.405.220 are applicable during the first
two years of certificated employment of the staff member by the district or year of employ-
ment with the district if the staff member has completed at least two years of employment in
another Washington State public school district.”

C. Persons Replacing Certificated Staff on Leave

The district shall issue “non-continuing, replacement employee” contracts upon the recom-
mendation of the superintendent and action of the board, to certificated staff who replace cer-
tificated staff who 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 to replace a staff member who has been granted a
leave of absence by the district. In accordance with the provisions of RCW
28A.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. Retire-Rehires

The district shall issue one year, non-continuing contracts upon the recommendation of the
Superintendent and action of the Board, to persons who have retired from a certificated posi-
tion in the state of Washington and are returning to employment under the “retire-rehire”
provisions of state law. Such contracts are not subject to the terms of the Continuing Contract
Law. Such contracts shall clearly state the terms and conditions of the contract. These con-
tracts shall include the following rider:

“It is understood and agreed that the staff member is employed pursuant to the
provisions of RCW 28A.405. 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.”

E. 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 October 1. 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.

F. 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 school 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.

G. 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. 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.

Cross References: Board Policy 5280 Probation, Non-renewal, Termination

Legal References: RCW 28A.330.100 Additional powers of the board
28A.400.300 Hiring and discharging employees — Leases 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

Adopted:    April 24, 2002