



TO: BOARD OF DIRECTORS

FROM: Maurene Stanton, Executive Director of Human Resources

SUBJECT: First Reading Policy 5050 Contracts

DATE: March 1, 2022

This is the first reading of updated Personnel Policy 5050 Contracts. Updates on this policy reflect changes recommended by The Washington State School Directors Association (WSSDA). It is identified as an essential policy by WSSDA.

This policy will come before the Board for second reading on March 15, 2022. If you have any questions regarding this policy, please contact me.

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 ~~will write contracts for certificated staff for a period not to exceed one year,~~ ~~u~~**Upon** recommendation of the superintendent and ~~approval~~ by a majority of the board of directors, ~~the district~~ shall offer a certificated staff contract to the ~~recommended and approved~~ applicant, ~~so recommended and approved,~~ ~~s~~ Such contract ~~to will~~ 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: "In the event Employee fails to sign and return this contract without modification within the time specified above, the Employee shall be deemed to have waived away any and all rights to employment by the District."~~

B. Provisional Employment

The district shall issue a provisional contract to ~~certificated~~ first, ~~and second,~~ and third-year teaching or other non-supervisory certificated staff who are 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 provisions of RCW28A.405.220 are applicable to this contract. This contract is not subject to the continuing contract law, RCW28A.405.210."~~

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 who have been granted leaves. Such contracts shall be for the duration of the leave only and~~ **Contracts with retire-rehires and persons replacing certificated staff on leave** are not subject to the ~~terms of the~~ Continuing Contract Law ~~and~~ ~~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** ~~Employee is retired employee~~ employed pursuant to the provision of RCW 28A.405.900. In accordance with the provisions of RCW 28A.405.900, this contract shall expire automatically at the end of the contract term set forth herein ~~and~~ ~~This contract is not subject to the continuing contract law,~~ **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 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.~~

B. Classified Staff Contracts

Upon the recommendation of the superintendent, contracts for selected classified staff may be in writing and/or 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 on the first day of work.

C. Supplemental ~~Contracts~~ Employment Agreements

The district ~~may shall~~ issue ~~separate~~ supplemental ~~contracts which are not subject to the continuing contract statute~~ employment agreements to certificated staff for service to be rendered in excess of a normal "full-time" assignment ~~or~~ for services to be rendered **in addition to a staff member's normal "full-time" assignment, 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~~ **Supplemental contracts** 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.~~

D. Consultants

The district may obtain staff consultant services 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. The superintendent or designee will determine compensation but normally, compensation may not exceed that paid to a regular staff member with comparable duties. The superintendent or designee determines the honorarium paid to a consultant, taking into account cost incurred and benefits derived therefrom. The district will determine the compensation classification of a consultant on a personal services contract or payroll in compliance with the guidelines of the Internal Revenue Service.

E. Paraeducators

All paraeducators must be 18 years of age, must hold a high school diploma or a recognized equivalent, and must have done one of the following:

1. Earned 72 quarter credits or 48 semester credits at an institution of higher learning;
2. Obtained at least an associates degree;
3. Received a passing grade on the education testing service paraeducator assessment;
or
4. Completed a registered apprenticeship program.

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| Cross References: | Board Policy 5280 | Probation, Non-renewal, Termination <u>Separation from Employment</u> |
| Legal References: | RCW 28A.330.100 28A.400.300 28A.400.315 28A.405.210 | Additional powers of the board Hiring and discharging of employees — <u>Written leave policies</u> Leaves for employees — Seniority and leave benefits <u>of employees transferring between school districts and other educational employers,</u> retention upon transfer between schools Employment contracts [not retroactive] Conditions and contracts of employment Determination of probable cause for non-renewal of contracts— <u>Nonrenewal due to enrollment decline or revenue loss</u> — Notice — Opportunity for hearing |

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| 28A.405.220 | Conditions and contracts of employment — Non-renewal of provisional employees — Notice - 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 |
| <u>20 U.S.C. §6319</u> | <u>Qualifications for teachers and paraprofessionals</u> |

Management Resources

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

Adoption Date: 03.18.97
Stanwood-Camano School District
Revised: 6.17.03