

## 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 fifteen (15) 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 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 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."

### 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. 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 [RCW 28A.405.900](#), this contract expires 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 personnel office by December 1. The staff member will 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 will 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 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 agreements 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.

**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 1 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 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 these requirements. However, they must have earned a secondary school diploma or its recognized equivalent.

Cross References:

5280 – Separation from 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  
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  
— Nonrenewal of provisional employees — Notice - 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:

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

Adoption Date: 04.30.03  
Lopez Island School District  
Classification: Essential  
Revised Dates: 06.17