

CONTRACTS

A. Certificated Staff Contracts

The district ~~will write~~ 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 "fulltime" assignment.~~

~~A. Certificated Staff Contracts~~

~~The district,~~ Upon recommendation of the superintendent and approval by a majority of the board of directors, ~~the district will~~ shall offer a certificated staff contract to the ~~applicant so~~ recommended and approved applicant. ~~Such, such~~ contract ~~will 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:~~

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~~"failure to return this contract within ten (10) days of the above date of issuance shall constitute a resignation or non-acceptance 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 will 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 a ~~"to certificated first and second year teaching or other non-supervisory certificated staff a"~~ provisional contract to first, second, and third year certificated teaching staff and other non-supervisory certificated staff who are "provisional" ~~for "provisional employees,"~~ who are subject to non-renewal of employment as provided by law. ~~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~~

~~Contracts with retire-rehires and persons replacing certificated staff on leave are not subject to the continuing contract law, and will~~

~~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 is employed pursuant to 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 certificated position and that the provisions of RCW 28A.405.900. In accordance with the provisions of RCW 28A.405.900, this contract expires automatically 220 are applicable~~

~~during the first two years of certificated employment of the staff member by the district or 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~~

Hiring and Employment of Retired School Employees

~~I. The District may employ persons retired from the Teacher Retirement System (TRS), the School Employees Retirement System (SERS) or the Public Employees Retirement System (PERS). Retirees hired from Plan I of the Teachers Retirement System or Plan I of the Public Employees Retirement System may work for 1,500 hours per year without a loss of retirement benefits if they are hired under the provisions of this policy.~~

~~II. Retirees in all plans may work for 867 hours per year without a loss of benefits and such employment is not subject to this policy. Additionally, when an employee chooses to apply and be reemployed within the separation periods specified below and chooses to accept an annuity reduction, the employee is not subject to this policy and the appointing provision contained herein do not apply.~~

~~III. The District will adhere to the following criteria when considering a retiree for employment when the retiree will work in excess of 867 hours, but not more than 1,500 hours:~~

~~A. The position will be posted for internal and external applicants in accordance with normal recruiting procedures and in compliance with collective bargaining agreements where applicable.~~

~~B. Qualification requirements will be established through the normal job analysis process. Qualification requirements should be based on a clear relationship between qualifications and performance requirements.~~

~~C. District officials, which include building and District administrators, will not recruit or make employment offers to retiree applicants under TRS 1 until one and one-half calendar months after their retirement accrual date, and PERS 1 until three months calendar months after his or her retirement accrual date. This does not preclude such applicants from applying and being considered for posted vacancies during this period. However, no contract, verbal or written, may be offered during this period and the district shall avoid any action which constitutes, or can be perceived as constituting, a contractual commitment. Mere expressions of interest about post retirement employment by the district or the employee do not constitute a commitment and are permissible.~~

~~D. Retiree applicants will be evaluated and considered equally with other candidates.~~

~~E. The Superintendent or designee will document a justifiable need to hire a retired employee.~~

~~F. The rehire of retired employees under these provisions shall be placed in a separate employment category in the Board Report annotated as “Retire-Rehire.”~~

~~G. Records related to recruitment actions for which a retired employee is selected and appointed under these provisions shall be retained for future audit in accordance with normal applicant/recruitment record retention provisions.~~

~~IV. The following conditions of employment will apply to retirees:~~

~~A. Employment under this option (i.e., 1,500 hours without loss of annuity benefit) will be limited to a maximum of a one-year, non-continuing contract or appointment. No retired employee may perform cumulative employment under this option in excess of 1,900 hours beyond the 867 hours otherwise provided for in statute (e.g., a retire-rehire who works 1,500 per year will have exhausted this option after 3 years). This limit is prospective beginning with SY 2007-08.~~

~~B. Retirees will receive the same terms and conditions of employment as other employees in comparable positions and appointment status.~~

~~C. Retirees are subject to the same collective bargaining membership as any other employee in a similar employment status (i.e., day to day substitute, long-term substitute, one-year leave-replacement).~~

~~D. The Superintendent or designee shall develop procedures addressing the provision of health benefits to retirees, which shall include information to retirees regarding the consequences of accepting district health benefits or continuing retirement-based health benefits.~~

~~E. Retirees shall accrue sick leave, vacation, or personal leave in the same manner as other comparable employees. Retirees are not eligible for subsequent cash out of personal leave or sick leave. All leave is used or forfeited at the end of the contract terms set forth herein and is not subject to the provisions of RCW 28A.405.210." appointment period.~~

~~2. **Classified Staff Contracts**~~

~~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~~

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~~V. The Superintendent or designee shall develop procedures addressing necessary reporting conditions for retirees employed by the district. Retirees are responsible for any annuity reduction or loss resulting from exceeding the statutory limits.~~

~~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 31st. 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.~~

~~C. E. Supplemental Contracts
Employment Agreements~~

~~The district ~~may~~shall issue separate supplemental contracts, which are not subject to the continuing contract statute, for services employment agreements to certificated staff for service to be rendered in addition to excess of a staff member's 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, will 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.~~

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~~D. F. Consultants~~

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~~The district may obtain staff~~

~~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 shall be submitted to the superintendent Superintendent or designee for action. The superintendent Compensation shall be determined by 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 -The honorarium paid to a consultant shall be determined~~

~~by the Superintendent or designee~~, taking into account cost incurred and benefits derived therefrom.
~~The district will determine the compensation~~-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.

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 Associate's degree;
3. Received a passing grade on the education testing service paraeducator assessment; or
4. Completed a registered apprenticeship program.

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"

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Woodland School District #404

