

Employment Contracts

The district will contract annually with each certificated staff member. Such individual contract will be in conformity with state and federal law, board policies, and any negotiated collective bargaining agreements of the district. The contract will be binding on both the district and 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. Contracts will be approved annually by the Board of Directors, and are not binding until signed by the employee, the superintendent, and the chair of the Board of Directors.

Teachers, educational staff associates (ESAs), and principals will be employed under individual contracts not to exceed one year. Upon the recommendation of the superintendent, contracts for selected non-represented classified staff may be issued 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, may be issued for services to be rendered in addition to a certificated staff member's normal "full-time" assignment.

A. Certificated Staff Contracts

Contracts for certificated staff will be executed for a period not to exceed one school year. Upon the recommendation of the superintendent and approval by a majority of the board of directors, the district will offer a certificated staff contract to the recommended and approved applicant **no later than the date negotiated in the Green Mountain Education Association Certificated Bargaining Agreement**. Each contract will state the salary to be paid based upon the applicable salary schedule, the number of days of service, the effective date, and the term of the contract

Each contract shall include the following statement: **"This contract is offered for acceptance by the employee only on the terms stated herein on or before [Insert Date]. Failure to return this contract on or before the date indicated, will constitute a resignation or non-acceptance of employment or re-employment.**

Each contract will also include the following statement: "This contract replaces the prior individual contract for the **[insert school year]** school year."

When applicable, each contract shall include the following statement: "Provided however, that the terms of this contract shall be consistent with and subject to the terms and execution of the Collective Bargaining Agreement between the Green Mountain Board of Directors and the Green Mountain Education Association."

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 Contracts

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 Washington state law. 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 Green Mountain School District.

Each “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.”

The superintendent may remove an employee from provisional status if the employee receives one of the top two evaluation ratings during the second year of employment in the district.

C. Retire-Rehires and Leave-Replacement Teachers

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 “leave replacement” 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 are not subject to continuing contract provisions.

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 October 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 Contracts

The district may issue supplemental contracts, which are not subject to the continuing contract statute, for services to be rendered in addition to a staff member's normal "full-time" assignment. Supplemental contracts may also be issued for co-curricular activities and special responsibility assignment.

Supplemental contracts 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.

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 will determine the honorarium paid to a consultant will be determined by the superintendent or designee, 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 will be determined in compliance with the guidelines of the Internal Revenue Service.

E. Title I Teachers and Para-educators

All teachers working in a program supported with Title I funds will be highly qualified, as defined by federal law and regulations.

All para-educators must be 18 years of age, must hold a high school diploma or a recognized equivalent, and must have done one of the following if providing instructional support in a program supported by Title 1 funds:

Have a secondary school diploma or a recognized equivalent and one (1) of the following:

- a. Earned 72 quarter credits or 48 semester credits or completed at least two (2) years of study at an institution of higher learning;
- b. Obtained at least an associate's or higher degree; or
- c. Received a passing grade on the education testing service para-educator assessment; or
- d. Completed a registered apprenticeship program.
- e. 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.

Green Mountain School District No. 103

Effective Date: TBD

Board Policy 5050

Section: Personnel

Cross References:

N/A

Legal References:

RCW 28A.330.100 Additional powers of the board
RCW 28A.400.300 Hiring and discharging employees — Leaves for employees — Seniority and leave benefits, retention upon transfer between schools
RCW 28A.400.315 Employment contracts [not retroactive]
RCW 28A.405.210 Conditions and contracts of employment Determination of probable cause for non-renewal of contracts — Notice — Opportunity for hearing
RCW 28A.405.220 Conditions and contracts of employment — Non-renewal of provisional employees — 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

Classification: Priority

Adopted by the Board of Directors: 04/30/2019

Revised by the Board of Directors: 04/30/2019; 6/28/2022