



SCHOOL BOARD ACTION REPORT

DATE: August 28, 2018
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Clover Codd, Assistant Superintendent of Human Resources,
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For Introduction: September 18, 2018
For Action: October 3, 2018

1. TITLE

Amending Policy No. 5050, Staff Contracts

2. PURPOSE

This Board Action Report amends Board Policy No. 5050, Staff Contracts, to change how contracts are issued by the District to certificated non-supervisory employees with continuing contract rights under state law.

3. RECOMMENDED MOTION

I move that the School Board amend Board Policy No. 5050, as attached to the Board Action Report.

4. BACKGROUND INFORMATION

a. Background

In accordance with state law, certificated non-supervisory staff are employed under annual employment contracts (i.e. teacher contracts) with the District. The Human Resources Department spends a significant amount of time tracking the issuance and return of these contracts to ensure it has a signed copy from the employee each year. For the vast majority of the contracts, the only change each year is the rate of pay, which is pre-determined under the collective bargaining agreement with the Seattle Education Association (“SEA”).

To be more efficient (e.g. to reduce extra filing and tracking if employees have signed the document), SEA and the District have tentatively agreed that employees who have a continuing contract right under state law (RCW 28A.405) will not need to sign and return a contract document each year. Instead, under the proposed policy amendment, each employee’s original contract (with adjustment for new salary, level, dates of employment and any updated terms) will be deemed to roll over and be binding for the subsequent employment year unless the employee resigned or the contract is timely and properly non-renewed by the District under RCW 28A.405.210 or RCW 28A.405.300. This new process would apply to approximately 3,000 employees.

The policy amendment proposed by this BAR is necessary to implement a tentative agreement with SEA regarding the contracting process. The new collective bargaining agreement with SEA will include a provision consistent with the terms of this amendment to the policy.

Contracts would still be issued annually with a requirement that they be signed and returned for certificated non-supervisory employees who are considered provisional under state law, for principals/assistant principals, and for any other certificated administrator being issued a contract.

b. Alternatives

Continue to issue all certificated non-supervisory contracts and require that those contracts be returned within 14 days of issuance. This creates work for employees to sign and return the contract each year, it creates work to file the contracts in Human Resources, and it requires a lot of follow up on multiple occasions to get employees to return these contracts, which takes place in June and during the summer months when most of these employees are not working. We are looking for efficiencies in HR, and this policy change would allow us to spend more time recruiting, hiring and staffing teachers, as opposed to tracking signatures.

c. Research

The Urban Schools Human Capital Academy has been a foundational resource to the HR department as we seek to implement best practices in K-12 HR. HR's operational efficacy is always aimed at getting a teacher in the classroom by the first day of school, as having a high-quality teacher in the classroom is the most important in-school factor to student success. HR is constantly looking to refine business processes that allow us to focus on this important goal.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be minimal, but it will save HR staff time and employee time to return contracts on an annual basis.

The revenue source for this motion is (Not Applicable).

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

The District discussed a revamped and streamlined process for issuing and returning employment contracts for certificated non-supervisory represented by SEA. SEA supports this change. The District will inform the community of this change after this policy change is approved. Once approved, SPS will work with SEA to draft an MOU that outlines the new process for issuing contracts.

7. EQUITY ANALYSIS

Inefficient processes at central office have a disproportionate impact on our highest needs schools. They rely on us to be efficient and effective in hiring teachers. The more teachers we recruit, hire and retain, the more we are able to close the opportunity gaps in schools.

8. STUDENT BENEFIT

This policy change allows us to focus on our most important role, which is to hire quality teachers for our classrooms. Eliminating inefficiencies in HR allows us to refocus on strategies that make a difference for our students.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. POLICY IMPLICATION

Board Policy No. 5050 is implicated as described above. Language in the collective bargaining agreement between SEA and the District will also be changed to mirror the issuance of contract language discussed in Policy No. 5050.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Executive Committee meeting on September 13, 2018. The Committee reviewed the motion and moved it forward for approval by the full Board of Directors.

12. TIMELINE FOR IMPLEMENTATION

A change to the Certificated Non-Supervisory Employee collective bargaining agreement with SEA will also be brought forward to the School Board for approval, which will mirror the language in amended Policy No. 5050. Issuance of contracts under this policy will start in the spring of 2019 for the 2019-20 school year and beyond.

13. ATTACHMENTS

- Board Policy No. 5050 [Staff Contracts] – clean (for approval)
- Board Policy No. 5050 [Staff Contracts] – redline (for reference)

	<p>STAFF CONTRACTS</p>	<p>Policy No. 5050</p> <p>_____, 2018</p> <p>Page 1 of</p>
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The district shall contract annually with each applicable staff member. Such contracts shall be in conformity with state law, district policies and negotiated agreements. 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.

A. Certificated Contracts

The contracts for certificated employees, including but not limited to teacher, principal, supervisor, or other certificated employee holding a position as such with the district shall be in writing and for a period not to exceed one year. A contract for a certificated employee may be terminated as allowed under state law and any applicable collective bargaining agreement.

1. Issuance of Certificated Staff Contracts

The district, upon recommendation of the Superintendent and approval by a majority of the Board of Directors through the personnel report, shall offer a certificated staff contract to the applicant so recommended and approved. Such a contract shall state the salary to be paid based upon the applicable salary schedule, the number of days of service, and effective date and term of the contract. The 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 the individual staff member contract are inconsistent with the provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement shall prevail.

For certificated non-supervisory employees who have continuing contract rights under RCW 28A.405, a continuing contract will be issued and renew annually, unless the contract is non-renewed or terminated by the Superintendent as allowed under RCW 28A.405. Employees must sign and return their first certificated non-supervisory continuing contract. Thereafter, continuing contracts will be issued to an employee and are

deemed accepted by the employee after fourteen (14) days of issuance, unless the employee resigns in writing at any time prior to the expiration of the 14-day period.

2. Provisional Employment

The district shall 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 at least two years of certificated employment in another school district in the State of Washington shall be a provisional employee only during their first year with the district. Such a “provisional contract” shall include the information that 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.

Provisional employees must sign and return a provisional employment contract every school year they are employed by the district.

The Superintendent may remove an employee from provisional status as provided for under state law and pursuant to the applicable collective bargaining agreement.

3. 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 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 a rider-that the staff member agrees that they are employed pursuant to RCW 28A.405, the contract shall expire automatically at the end of the contract term, and that it is not subject to the provisions of RCW 28A.405.210.

4. Adjustments

The district shall provide for the review and adjustment of certificated staff contracts on the basis of information filed with the Human Resources Department. The staff member shall provide the Human Resources

Department, 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.

5. Supplemental Employment Agreements

The district shall issue a separate supplemental employment agreement to certificated staff, when contemplated under a collective bargaining agreement, 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. The supplemental contract will also be issued for co-curricular activities and special responsibility assignments. Separate agreements shall not exceed one year and, if not renewed, shall not constitute an adverse change in contract status. Salary for services performed under the supplemental employment agreement shall be paid according to the current salary schedule for co-curricular activities or, in the case of extended time assignments, according to the applicable provisions for payment for the services rendered.

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.

B. Classified Contracts

Represented classified staff members are employed pursuant to state law and the applicable collective bargaining agreement. Written contracts are not required.

Non-represented classified staff are required to pass the probationary period listed in Policy No. 5280. Non-represented classified staff are employed for a period of time not to exceed one year. After twelve months of employment for the district, non-represented classified staff shall be employed on a month-to-month basis and may be terminated with one month notice. Non-represented classified employees, however, may be terminated at any time for sufficient cause, including but not limited to financial or misconduct reasons. Written contracts are not required.

C. 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. Compensation shall be determined by the Superintendent or designee. 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.

Adopted: October 2011

Revised:

Cross Reference: Policy Nos. 5280; G25.00

Related Superintendent Procedure:

Previous Policies:

Legal References: RCW 28A.320.015 School Board Powers; 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 [not retroactive]; 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 — 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: *Policy News*, August 2001; August 2003; October 2010

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