
ENGROSSED SENATE BILL 5175

State of Washington

68th Legislature

2023 Regular Session

By Senators Wellman, Mullet, Hunt, and C. Wilson

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1 AN ACT Relating to written contracts between school boards and
2 principals; and amending RCW 28A.405.210 and 28A.400.300.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 28A.405.210 and 2016 c 85 s 1 are each amended to
5 read as follows:

6 (1) No teacher, principal, supervisor, superintendent, or other
7 certificated employee, holding a position as such with a school
8 district, hereinafter referred to as "employee", shall be employed
9 except by written order of a majority of the directors of the
10 district at a regular or special meeting thereof, nor unless he or
11 she is the holder of an effective teacher's certificate or other
12 certificate required by law or the Washington professional educator
13 standards board for the position for which the employee is employed.

14 (2)(a) The board shall make with each employee employed by it a
15 written contract, which shall be in conformity with the laws of this
16 state, and except as otherwise provided by law and under (b) of this
17 subsection, limited to a term of not more than one year. Every such
18 contract shall be made in duplicate, one copy to be retained by the
19 school district superintendent or secretary and one copy to be
20 delivered to the employee. No contract shall be offered by any board
21 for the employment of any employee who has previously signed an

1 employment contract for that same term in another school district of
2 the state of Washington unless such employee shall have been released
3 from his or her obligations under such previous contract by the board
4 of directors of the school district to which he or she was obligated.
5 Any contract signed in violation of this provision shall be void.

6 (b) A written contract made by a board with a principal under (a)
7 of this subsection shall be limited to a term of not more than three
8 years and is contingent upon the successful completion of an updated
9 record check under RCW 28A.400.303. A written contract made by a
10 board with a principal under (a) of this subsection for a term of
11 three years may not be renewed before the final year of the contract.

12 (3) In the event it is determined that there is probable cause or
13 causes that the employment contract of an employee should not be
14 renewed by the district for the next ensuing term such employee shall
15 be notified in writing on or before May 15th preceding the
16 commencement of such term of that determination, or if the omnibus
17 appropriations act has not passed the legislature by the end of the
18 regular legislative session for that year, then notification shall be
19 no later than June 15th, which notification shall specify the cause
20 or causes for nonrenewal of contract. Such determination of probable
21 cause for certificated employees, other than the superintendent,
22 shall be made by the superintendent. Such notice shall be served upon
23 the employee personally, or by certified or registered mail, or by
24 leaving a copy of the notice at the house of his or her usual abode
25 with some person of suitable age and discretion then resident
26 therein. Every such employee so notified, at his or her request made
27 in writing and filed with the president, chair or secretary of the
28 board of directors of the district within (~~ten~~) 10 days after
29 receiving such notice, shall be granted opportunity for hearing
30 pursuant to RCW 28A.405.310 to determine whether there is sufficient
31 cause or causes for nonrenewal of contract: PROVIDED, That any
32 employee receiving notice of nonrenewal of contract due to an
33 enrollment decline or loss of revenue may, in his or her request for
34 a hearing, stipulate that initiation of the arrangements for a
35 hearing officer as provided for by RCW 28A.405.310(4) shall occur
36 within (~~ten~~) 10 days following July 15 rather than the day that the
37 employee submits the request for a hearing. If any such notification
38 or opportunity for hearing is not timely given, the employee entitled
39 thereto shall be conclusively presumed to have been reemployed by the
40 district for the next ensuing term upon contractual terms identical

1 with those which would have prevailed if his or her employment had
2 actually been renewed by the board of directors for such ensuing
3 term.

4 (4) This section shall not be applicable to "provisional
5 employees" as so designated in RCW 28A.405.220; transfer to a
6 subordinate certificated position as that procedure is set forth in
7 RCW 28A.405.230 or 28A.405.245 shall not be construed as a nonrenewal
8 of contract for the purposes of this section.

9 **Sec. 2.** RCW 28A.400.300 and 2019 c 266 s 19 are each amended to
10 read as follows:

11 (1) Every board of directors, unless otherwise specially provided
12 by law, shall:

13 (a) Except as provided in RCW 28A.405.210(2) and subsection (3)
14 of this section, employ for not more than one year, and for
15 sufficient cause discharge all certificated and classified employees;

16 (b) Adopt written policies granting leaves to persons under
17 contracts of employment with the school district(s) in positions
18 requiring either certification or classified qualifications,
19 including but not limited to leaves for attendance at official or
20 private institutes and conferences and sabbatical leaves for
21 employees in positions requiring certification qualification, and
22 leaves for illness, injury, bereavement and, emergencies for both
23 certificated and classified employees, and with such compensation as
24 the board of directors prescribe. However, the board of directors
25 shall adopt written policies granting to such persons annual leave
26 with compensation for illness, injury and emergencies as follows:

27 (i) For such persons under contract with the school district for
28 a full year, at least (~~ten~~) 10 days;

29 (ii) For such persons under contract with the school district as
30 part time employees, at least that portion of (~~ten~~) 10 days as the
31 total number of days contracted for bears to (~~one hundred eighty~~)
32 180 days;

33 (iii) For certificated and classified employees, annual leave
34 with compensation for illness, injury, and emergencies shall be
35 granted and accrue at a rate not to exceed (~~twelve~~) 12 days per
36 year; provisions of any contract in force on June 12, 1980, which
37 conflict with requirements of this subsection shall continue in
38 effect until contract expiration; after expiration, any new contract

1 executed between the parties shall be consistent with this
2 subsection;

3 (iv) Compensation for leave for illness or injury actually taken
4 shall be the same as the compensation such person would have received
5 had such person not taken the leave provided in this proviso;

6 (v) Leave provided in this proviso not taken shall accumulate
7 from year to year up to a maximum of (~~one hundred eighty~~) 180 days
8 for the purposes of RCW 28A.400.210 and 28A.400.220, and for leave
9 purposes up to a maximum of the number of contract days agreed to in
10 a given contract, but not greater than one year. Such accumulated
11 time may be taken at any time during the school year or up to
12 (~~twelve~~) 12 days per year may be used for the purpose of payments
13 for unused sick leave;

14 (vi) Sick leave heretofore accumulated under section 1, chapter
15 195, Laws of 1959 (former RCW 28.58.430) and sick leave accumulated
16 under administrative practice of school districts prior to the
17 effective date of section 1, chapter 195, Laws of 1959 (former RCW
18 28.58.430) is hereby declared valid, and shall be added to leave for
19 illness or injury accumulated under this proviso;

20 (vii) Any leave for injury or illness accumulated up to a maximum
21 of (~~forty-five~~) 45 days shall be creditable as service rendered for
22 the purpose of determining the time at which an employee is eligible
23 to retire, if such leave is taken it may not be compensated under the
24 provisions of RCW 28A.400.210 and 28A.310.490;

25 (viii) Accumulated leave under this proviso shall be transferred
26 to and from one district to another, the office of superintendent of
27 public instruction, offices of educational service district
28 superintendents and boards, the state school for the blind, the
29 Washington center for deaf and hard of hearing youth, institutions of
30 higher education, and community and technical colleges, to and from
31 such districts, schools, offices, institutions of higher education,
32 and community and technical colleges;

33 (ix) Leave accumulated by a person in a district prior to leaving
34 said district may, under rules of the board, be granted to such
35 person when the person returns to the employment of the district.

36 (2) When any certificated or classified employee leaves one
37 school district within the state and commences employment with
38 another school district within the state, the employee shall retain
39 the same seniority, leave benefits and other benefits that the
40 employee had in his or her previous position. However, classified

1 employees who transfer between districts after July 28, 1985, shall
2 not retain any seniority rights other than longevity when leaving one
3 school district and beginning employment with another. If the school
4 district to which the person transfers has a different system for
5 computing seniority, leave benefits, and other benefits, then the
6 employee shall be granted the same seniority, leave benefits and
7 other benefits as a person in that district who has similar
8 occupational status and total years of service.

9 (3) Notwithstanding subsection (1)(a) of this section, discharges
10 of certificated and classified employees in school districts that are
11 dissolved due to financial insolvency shall be conducted in
12 accordance with RCW 28A.315.229.

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