

ESB 5175 - H COMM AMD
By Committee on Education

ADOPTED 04/06/2023

1 Strike everything after the enacting clause and insert the
2 following:

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

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

13 (2)(a) The board shall make with each employee employed by it a
14 written contract, which shall be in conformity with the laws of this
15 state, and except as otherwise provided by law and under (b) of this
16 subsection, limited to a term of not more than one year. Every such
17 contract shall be made in duplicate, one copy to be retained by the
18 school district superintendent or secretary and one copy to be
19 delivered to the employee. No contract shall be offered by any board
20 for the employment of any employee who has previously signed an
21 employment contract for that same term in another school district of
22 the state of Washington unless such employee shall have been released
23 from his or her obligations under such previous contract by the board
24 of directors of the school district to which he or she was obligated.
25 Any contract signed in violation of this provision shall be void.

26 (b) A written contract made by a board with a principal under (a)
27 of this subsection may be for a term of up to three years if the
28 principal has: (i) Been employed as a principal for three or more
29 consecutive years; (ii) been recommended by the superintendent as a
30 candidate for a two or three-year contract because the principal has
31 demonstrated the ability to stabilize instructional practices and
32 received a comprehensive performance rating of level 3 or above in

1 their most recent comprehensive performance evaluation under RCW
2 28A.405.100; and (iii) met the school district's requirements for
3 satisfying an updated record check under RCW 28A.400.303. A written
4 contract made by a board with a principal under (a) of this
5 subsection for a term of three years may not be renewed before the
6 final year of the contract.

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

39 (4) This section shall not be applicable to "provisional
40 employees" as so designated in RCW 28A.405.220; transfer to a

1 subordinate certificated position as that procedure is set forth in
2 RCW 28A.405.230 or 28A.405.245 shall not be construed as a nonrenewal
3 of contract for the purposes of this section.

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

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

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

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

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

24 (ii) For such persons under contract with the school district as
25 part time employees, at least that portion of (~~ten~~) 10 days as the
26 total number of days contracted for bears to (~~one hundred eighty~~)
27 180 days;

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

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

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

9 (vi) Sick leave heretofore accumulated under section 1, chapter
10 195, Laws of 1959 (former RCW 28.58.430) and sick leave accumulated
11 under administrative practice of school districts prior to the
12 effective date of section 1, chapter 195, Laws of 1959 (former RCW
13 28.58.430) is hereby declared valid, and shall be added to leave for
14 illness or injury accumulated under this proviso;

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

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

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

31 (2) When any certificated or classified employee leaves one
32 school district within the state and commences employment with
33 another school district within the state, the employee shall retain
34 the same seniority, leave benefits and other benefits that the
35 employee had in his or her previous position. However, classified
36 employees who transfer between districts after July 28, 1985, shall
37 not retain any seniority rights other than longevity when leaving one
38 school district and beginning employment with another. If the school
39 district to which the person transfers has a different system for
40 computing seniority, leave benefits, and other benefits, then the

1 employee shall be granted the same seniority, leave benefits and
2 other benefits as a person in that district who has similar
3 occupational status and total years of service.

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

8 Correct the title.

EFFECT: Permits a school principal's contract to be for a term of
up to three years if the principal has:

(1) Been employed as a principal for three or more consecutive
years;

(2) Been recommended by the superintendent as a candidate for a
two or three-year contract because the principal has demonstrated the
ability to stabilize instructional practices and received a
comprehensive performance rating of level 3 or above in their most
recent comprehensive performance evaluation; and

(3) Met the school district's requirements for satisfying an
updated record check.

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