

CERTIFICATION OF ENROLLMENT

**ENGROSSED SENATE BILL 5175**

68th Legislature  
2023 Regular Session

Passed by the Senate April 19, 2023  
Yeas 32 Nays 17

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**President of the Senate**

Passed by the House April 6, 2023  
Yeas 84 Nays 14

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**Speaker of the House of  
Representatives**

Approved

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**Governor of the State of Washington**

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 5175** as passed by the Senate and the House of Representatives on the dates hereon set forth.

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**Secretary**

FILED

**Secretary of State  
State of Washington**

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**ENGROSSED SENATE BILL 5175**

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AS AMENDED BY THE HOUSE

Passed Legislature - 2023 Regular Session

**State of Washington                      68th Legislature                      2023 Regular Session**

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

Prefiled 01/05/23. Read first time 01/09/23. Referred to Committee on Early Learning & K-12 Education.

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 may be for a term of up to three years if the  
8 principal has: (i) Been employed as a principal for three or more  
9 consecutive years; (ii) been recommended by the superintendent as a  
10 candidate for a two or three-year contract because the principal has  
11 demonstrated the ability to stabilize instructional practices and  
12 received a comprehensive performance rating of level 3 or above in  
13 their most recent comprehensive performance evaluation under RCW  
14 28A.405.100; and (iii) met the school district's requirements for  
15 satisfying an updated record check under RCW 28A.400.303. A written  
16 contract made by a board with a principal under (a) of this  
17 subsection for a term of three years may not be renewed before the  
18 final year of the contract.

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

1 a hearing, stipulate that initiation of the arrangements for a  
2 hearing officer as provided for by RCW 28A.405.310(4) shall occur  
3 within (~~ten~~) 10 days following July 15 rather than the day that the  
4 employee submits the request for a hearing. If any such notification  
5 or opportunity for hearing is not timely given, the employee entitled  
6 thereto shall be conclusively presumed to have been reemployed by the  
7 district for the next ensuing term upon contractual terms identical  
8 with those which would have prevailed if his or her employment had  
9 actually been renewed by the board of directors for such ensuing  
10 term.

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

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

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

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

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

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

36 (ii) For such persons under contract with the school district as  
37 part time employees, at least that portion of (~~ten~~) 10 days as the  
38 total number of days contracted for bears to (~~one hundred eighty~~)  
39 180 days;

1 (iii) For certificated and classified employees, annual leave  
2 with compensation for illness, injury, and emergencies shall be  
3 granted and accrue at a rate not to exceed (~~twelve~~) 12 days per  
4 year; provisions of any contract in force on June 12, 1980, which  
5 conflict with requirements of this subsection shall continue in  
6 effect until contract expiration; after expiration, any new contract  
7 executed between the parties shall be consistent with this  
8 subsection;

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

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

20 (vi) Sick leave heretofore accumulated under section 1, chapter  
21 195, Laws of 1959 (former RCW 28.58.430) and sick leave accumulated  
22 under administrative practice of school districts prior to the  
23 effective date of section 1, chapter 195, Laws of 1959 (former RCW  
24 28.58.430) is hereby declared valid, and shall be added to leave for  
25 illness or injury accumulated under this proviso;

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

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

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

4           (2) When any certificated or classified employee leaves one  
5 school district within the state and commences employment with  
6 another school district within the state, the employee shall retain  
7 the same seniority, leave benefits and other benefits that the  
8 employee had in his or her previous position. However, classified  
9 employees who transfer between districts after July 28, 1985, shall  
10 not retain any seniority rights other than longevity when leaving one  
11 school district and beginning employment with another. If the school  
12 district to which the person transfers has a different system for  
13 computing seniority, leave benefits, and other benefits, then the  
14 employee shall be granted the same seniority, leave benefits and  
15 other benefits as a person in that district who has similar  
16 occupational status and total years of service.

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

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