

# SENATE BILL REPORT

## SB 5851

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As Reported By Senate Committee On:  
Education, March 4, 2003

**Title:** An act relating to contracts for employment of school district superintendents.

**Brief Description:** Changing provisions regarding school district superintendents' employment contracts.

**Sponsors:** Senators Reardon, Johnson, Morton, Parlette, Schmidt and Shin.

**Brief History:**

**Committee Activity:** Education: 2/26/03, 3/4/03 [DPS, DNPS].

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### SENATE COMMITTEE ON EDUCATION

**Majority Report:** That Substitute Senate Bill No. 5851 be substituted therefor, and the substitute bill do pass.

Signed by Senators Johnson, Chair; Zarelli, Vice Chair; Carlson, Finkbeiner and Schmidt.

**Minority Report:** Do not pass substitute.

Signed by Senators Eide and McAuliffe.

**Staff:** Heather Lewis-Lechner (786-7448)

**Background:** Currently, school districts may contract with a superintendent for a term of up to three years. The right to renew a contract rests solely within the discretion of the school board. The school board has the sole authority to determine what qualifications a superintendent must meet.

**Summary of Substitute Bill:** School districts must include in any superintendent contract for employment a clause that allows the school district board to terminate the contract if, by unanimous affirmative vote of all the board members, the board finds that the superintendent has engaged in intentional conduct that creates the appearance of impropriety and the inability or apparent inability, to perform his or her duties in a fair and impartial manner. The term "appearance of impropriety" is defined in the bill.

If a superintendent is terminated by such an affirmative vote, then the board is prohibited from negotiating a severance agreement with the superintendent. Any severance or termination agreements entered into by the superintendent are subject to public disclosure.

The total dollar amount of any termination or severance agreement made in contract or otherwise is limited to no more than one-half the remaining salary that would otherwise be payable under the contract.

**Substitute Bill Compared to Original Bill:** Any severance or termination agreements entered into by the superintendent are subject to public disclosure.

**Appropriation:** None.

**Fiscal Note:** Available.

**Effective Date:** Ninety days after adjournment of session in which bill is passed.

**Testimony For:** There have been problems in the past where school districts have had to pay a great deal of money to fire a superintendent that they believe is not serving the best interests of the district. This bill will create a little more accountability for both school boards and superintendents than they already have. This creates some standards that will give the school boards the cushion to make decisions and allows them to feel comfortable in taking action if they choose. This is a good balance for both the school boards and superintendents. School boards must vote unanimously before they can get rid of a superintendent but the board is given the ability to fire a superintendent if they need to without costing the district a lot of money. By requiring the unanimous vote there is some protection for the superintendent and this requirement ensures that the board is acting only if the superintendent is truly unfit for the job. While school boards may be able to do this already, there is some question as to whether they ever would. The language used in the bill regarding appearance of impropriety is taken from existent case law and this term has been used by the courts in the past in dealing with judges.

**Testimony Against:** We understand the concerns surrounding this issue and agree there is a problem; but it may not solve the problem and may cause additional problems. Specifically, this may make it more difficult to hire superintendents and there are concerns over a shortage. School districts can already fire a superintendent for sufficient cause. School boards are given information about what their duties and responsibilities to the school district are. There is some concern that this language is unconstitutionally vague or overbroad, that the language will be litigated and that this bill would cause more litigation than we currently have. There may also be issues of contractual law that should be considered.

**Testified:** PRO: Senator Reardon, prime sponsor; CON: Barbara Mertens, WASA; Dan Steele, WSSDA.