

# THINGS THAT GO BUMP IN THE NIGHT: SB 5175

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During the day, I  
don't believe in  
ghosts.  
At night, I'm a little  
more open-minded



**BEWARE THE BUMPS  
IN THE NIGHT**

# SCARY MOVIE: THE WASHINGTON LEGISLATURE



# SB 5175: Things that go BUMP in the Legislature

## SENATE BILL REPORT SB 5175

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As of January 9, 2023

**Title:** An act relating to written contracts between school boards and principals.

**Brief Description:** Concerning written contracts between school boards and principals.

**Sponsors:** Senators Wellman and Mullet.

**Brief History:**

**Committee Activity:** Early Learning & K-12 Education: 1/12/23.

### Brief Summary of Bill

- Allows employment contracts between a school board and principal to be up to three years in length, as opposed to limited to a term of not more than one year.

# RCW 28A.405.210: One-Year Contracts

“No teacher, principal, ... or other certificated employee, ... hereinafter referred to as "employee", shall be employed except by written order of a majority of the directors of the district....”

“The board shall make with each employee employed by it a written contract, which shall be in conformity with the laws of this state, and except as otherwise provided by law, **limited to a term of not more than one year.**”\*

\*Superintendents can have three-year contracts because of a separate statute, RCW 28A.400.010.

# SB 5175 Changes the Law for Principals

First, it *allows* school boards to enter into two-year or three-year contracts with principals.

Second, it *imposes* four requirements:

1. The principal must have been employed as a principal for three or more consecutive years.
2. The principal must have 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....”
3. The principal must have met the school district's requirements for satisfying an updated record check.
4. A written contract for a term of three years may not be renewed before the final year of the contract.



# WHY THE NEED?

This is what the proponents say about the bill:

- It is an option that districts can choose to use to recruit and retain leaders, especially for hard-to-fill high school positions.
- We hope districts see this as an opportunity to maintain consistent leadership.
- Dismantling bad-for-student systems and working to make deep, systemic change takes time and consistent, effective leadership.
- Principals deserve greater job security due to the complex nature of their jobs and the years of experience required to become a highly effective and impactful school leader.



# SCARY STORY

Parks School  
District

Musk School  
District



# *Principals Only--Bump?*

The bill is limited to principals.

AWSP reliance on research from the Wallace Foundation.

AWSP says that the research found that “principals had the second largest impact on student achievement right behind a great classroom teacher.”

# *Competition--Bump?*

- Competition might arise between school districts.
- Competition might also arise among building principals within your district.
- Differentiating between principals within your district can also result in several issues.

# Financial RIF--Bump?

“A teacher cannot be discharged [mid-contract] ... because of a district's financial adversities although the same considerations may be sufficient cause for not renewing his contract [at the end of the contract].”

*Adams v. Clover Park SD (1981)*

# *Misconduct/Performance Discharge-- Bump?*

**Misconduct:** The law is clear that you can discharge a principal mid-contract for misconduct—it doesn't matter if the contract is a one-year or three-year contract.

**Poor performance:** There is very helpful case law that says you can “discharge” mid-contract provided you’ve followed the evaluation requirements and that you’ve given a principal an opportunity to improve.

# *Transfer to Subordinate Certificated Position—Bump?*

## **RCW 28A.405.230**

Any certificated employee of a school district employed as an assistant superintendent, director, **principal**, assistant principal, coordinator, or in any other supervisory or administrative position, hereinafter in this section referred to as "administrator", shall be subject to transfer, at the expiration of the term of his or her employment contract, to any subordinate certificated position within the school district.

The standard for such transfer is “the best interest of the school district.”

“PROVIDED, That in the case of **principals** such transfer shall be made **at the expiration of the contract year** and only during the first three consecutive school years of employment as a principal by a school district; **except** that if any such principal has been previously employed as a principal by another school district in the state of Washington for **three or more consecutive school years** the provisions of this section shall apply only to the first full school year of such employment.”

# Tie-Up Provisions—Bump?

## Noncompete?

- Current Washington law prohibits a non-compete for a person that earns under ~\$116,000.
- Length of the non-compete has to be reasonable.
- They are disfavored in the law.
- The FTC has *proposed* a nationwide ban on non-competes.
- Independent “consideration” is required for a midstream non-compete agreement.

## Liquidated damages?

- They can’t be a “penalty” to compel performance.
- The amount needs to be reasonable in light of the likely harm to the District.
- They are disfavored in the law.

## RCW 28A.405.210?

- “No contract shall be offered ... for the employment of any employee who has previously signed an employment contract for that same term in another school district of the state of Washington unless such employee shall have been released by ... the school district to which he or she was obligated. Any contract signed in violation of this provision shall be void.”
- Difficult to enforce.



# Buy-Out Provisions—Bump?

F. TERMINATION WITHOUT CAUSE: At its sole discretion and for any reason, the District may terminate the Agreement at any time during its term. If the District terminates the Agreement without cause, the following will occur:

- i. The Employee will release and discharge the District, the Board, and the District's employees and agents from any claim arising from or relating to the termination.
- ii. The District will pay the Employee severance in the following amount:  
\$\_\_\_\_.\_\_\_\_.

# *Scary Headlines?*

SCHOOL DISTRICT GIVES  
SUPERINTENDENT \$297,000  
SEVERANCE PAYMENT.

# *Bargaining—Bump?*

RCW 41.59.080: A collective bargaining unit that contains “only supervisors and/or principals and assistant principals shall be limited in scope of bargaining to **compensation, hours of work, and the number of days of work in the annual** employment contracts.”

With other units (i.e., teachers, classifieds), the scope of bargaining includes “**working conditions.**”

# *Take Away*

“The thing under my bed waiting to grab my ankle isn't real. I know that, and I also know that if I'm careful to keep my foot under the covers, it will never be able to grab my ankle.”

-- Stephen King

# Questions?