



Release from your contract

Written contracts between teachers and school districts are a two-way street. Districts issue them to ensure that their staffing needs for the following school year are met. Teachers sign them for the security of ensured employment the following fall.

Teachers who sign their continuing contracts and then interview for positions in other districts must be aware that they cannot be under contract with two districts simultaneously. It is **ILLEGAL** to sign a contract with a new district until you have obtained a release from your contract with your current employer.

To obtain a release from a signed 2017-18 contract you must submit and await school board acceptance of a written resignation. Once you sign your continuing contract be fully aware that **nothing** requires the school board in your current district to release you.

If the district chooses to consider releasing you from your contract, it can release you unconditionally or it can attach conditions to the release. The most common condition of release is to offer release pending securing of a “suitable replacement.” Whether or not applicants for your position are “suitable” is determined solely by the district. If no candidate is deemed suitable or no candidates accept your position, your resignation will be rejected and you must honor your signed contract or face potential BOEE licensure sanctions. **NOTE:** Your current employer is under no legal obligation to search for a replacement for you. It can refuse your resignation without even advertising for a suitable replacement. (This contrasts with resignations from athletic coaching contracts – which legally require a “good faith effort” to secure a replacement.)

Another common condition for release is payment for search costs and/or an advertising fee. Contract release fees, usually increase as the summer progresses, are frequently enumerated in local board policy.

Possible consequences for signing a contract with a new district prior to obtaining release from your current district include: 1) the filing of a BOEE complaint against your teaching license, 2) BOEE taking disciplinary action against your licensure via a reprimand, suspension, or revocation, and 3) your current employer suing you for breach of contract and damages.

NOTE: Standard V of the BOEE Code of Professional Conduct and Ethics specially addresses contractual obligations. The BOEE will not sanction a teacher’s license for breach of contract if the teacher submits a resignation no later than the latest of the following dates: your last work day of the school year, the date set for returning your individual contract (21 days after issuance), or June 30. This, however, does not eliminate the possibility of your local school board suing you in civil court for breach of contract.