



COMMONLY ASKED QUESTIONS ABOUT EDUCATOR CONTRACTS

The end of the spring contract season is near. What are your contract rights? What about getting out of your contract?

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Under Georgia law, school systems must offer written contracts for the 2022-2023 school year by May 15, 2022. The superintendent must provide written notice of non-renewal postmarked by May 15 if he or she will not be recommending the educator for employment for 2022-2023. If you have tenure, then the notice (letter) must be sent by certified mail or overnight delivery. If an educator does not receive a written notice of non-renewal by May 15, then – presto - the contract is automatically renewed for the following school year, unless the educator notifies the local board of education in writing not later than June 1 of their intent not to accept employment for the following school year. This means if you signed your 2022-2023 contract, you could resign from that contract by June 1, 2022, under the Georgia statute, 20-2-211. Moreover, the PSC extended the deadline to submit a resignation for an additional two weeks to June 15. See, PSC Breach of Contract Guidelines #6. [Click here for Guidelines](#). After June 15, however, the rules for getting out of a contract are drastically different.

Getting out of a contract after June 15.

Definitions are helpful. A “resignation” is a unilateral act that does not require pre-approval. Now, the school board is not required to not accept a unilateral resignation and there could be severe consequences. A “release” from a contract requires the superintendent’s acceptance and school board approval. There is no right to a “release.” A release must be granted by the school board. You should refer to the contract for specific terms and always check your local school board policy concerning resignation and release. If you need assistance, contact the GAE UniServ Director assigned to your area.

Consequences of leaving the district without a release after June 15.

The Professional Standards Commission may suspend your certificate for 90 days for “breach of contract.” Code of Ethics, Standard 9. www.gapsc.com. What is a breach of contract? According to the PSC code of ethics, a “**breach of contract**” occurs when an educator fails to honor a signed contract for employment with a school/school system by resigning in a manner that does not meet the guidelines established by the Georgia Professional Standards Commission. Always check the PSC Guidelines.

Common problems obtaining a release after June 15.

While your principal/human resources officer may be willing to grant the release, they will do so only after a “suitable replacement” is hired. The problem is how long can the district keep me under contract until they secure a suitable replacement? There is no one-size-fits-all answer.

Another scenario is where a prospective school district is willing to offer you a contract, but your current employer is dragging their feet until they find a suitable replacement. The

question becomes will the accepting district accept a “resignation,” or do they insist on a “release” from your district? Another complicating factor is the PSC may sanction an administrator that offers a contract to an educator that has not been granted a release.

What are “liquidated damages”?

Some school districts will charge you a fee if you leave your contract. The fee is called, “liquidated damages.” Theoretically, the fee represents the damages you caused by leaving your contract. The damages are the cost to find your replacement. The district recoups the cost of replacing you by charging you liquidated damages. Generally, deducted from your final paycheck. If this sounds grossly unfair, it is. The reality is the district uses liquidated damages to dissuade you from leaving your contract and punish you on your way out the door.

What is GAE doing about this?

The Georgia General Assembly has not been sympathetic to our proposals to ban liquidated damages. Therefore, GAE legal services have and will continue to file lawsuits. Our first successful lawsuit was filed in 2014 against DeKalb Schools after the district took \$750 from the final paycheck as liquidated damages from two GAE members, Chayka Bettis and Leslie Hein. The case settled very favorably whereby the school district paid \$160,000 to a court-administered account to reimburse educators that had \$750 deducted from their final paycheck in 2014. The district also agreed to reimburse \$50,000 in attorney fees expended by GAE.

<https://bit.ly/37OGjlk> The case was a central feature in a recent law review article, *Penalty or Damages? Are The Limits to Liquidated Damages Provisions in Teacher Employment Contracts* Florida A&M University Law Review Vol. 14, No. 1. [Click for Law Review article](#)

Bonus coverage: Rights at Night video on contract rights <https://bit.ly/3rXchJk>