

GUIDANCE FOR EDUCATORS

Breach of Contract



IDAHO DEPARTMENT OF EDUCATION
PROFESSIONAL STANDARDS COMMISSION

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INTRODUCTION

The purpose of this document is to provide certificated educators with information regarding breach of contract and how it relates to the Code of Ethics for Idaho Professional Educators. The Idaho Professional Standards Commission (PSC) and the Idaho Department of Education offer this guidance to provide context and strategies to assist in making informed decisions about contracted employment.

When an educator is hired by a school district/charter, the educator signs a contract for employment for a specific period of time, often for an entire school year. An executed contract binds the educator to work for their employing district/charter for the timeframe listed in the contract and guarantees the educator's salary for the duration of the contract. If an educator chooses to leave employment before the end of their contract without being released by the school board, the educator has breached their contract.

Breaching a contract is an ethical violation found in the Code of Ethics for Idaho Professional Educators (Code of Ethics) Principle, VIII.

Principle VIII – Breach of Contract or Abandonment of Employment. A professional educator fulfills all terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract. Unethical conduct includes, but is not limited to:

- a) Abandoning any contract for professional services without the prior written release from the contract by the employing local education agency;
- b) Willfully refusing to perform the services required by a contract; and
- c) Abandonment of classroom or failure to provide appropriate supervision of students at school or school-sponsored activities to ensure the safety and well-being of students.

EDUCATOR CONTRACTS

A contract for the next year cannot be issued before the final evaluation.

In compliance with Section 33-513(1), Idaho Code, a district/charter cannot give an educator a contract for the next ensuing year until the educator's formal written performance evaluation has been completed.

The educator has time to review the contract.

An educator has a certain period of time allowed by law to review their contract before they must sign and return it. An educator who has received a contract for the next ensuing year has a period of time determined by the board, but not less than ten (10) calendar days from the date the contract is delivered, to sign the contract and return it to the board. If the board does not determine how long the educator has to sign and return the contract, the educator has twenty-one (21) calendar days after the contract is delivered.

The contract must be signed by both parties.

An employment contract is not fully executed and valid until the educator and the board chair have both signed the contract. An educator who has signed their contract may have the right to ask for the contract back before it has been fully executed.

MITIGATING BREACH OF CONTRACT SITUATIONS

If an educator is facing difficulties in the workplace, resignation is not the only option. Below are some options to help mitigate difficulties without resigning.

Reach out to administration for support.

Share struggles and needs with the building or district administration so they can provide resources and support.

Reach out to other educators and/or to your professional association for help.

If strategies are needed to help with difficult situations, reach out to colleagues. It is likely that a colleague has had similar experiences and can offer suggestions. If you are a member of a professional organization, resources may be available through the organization.

Take advantage of wellness opportunities.

Employee Assistance Program benefits and other wellness opportunities may be available through the employer's benefits package. Use the benefits that are available to learn about stress management strategies and maintaining a healthy work-life balance. Seek out professional development opportunities to help navigate work-life challenges or join a professional learning community.

Communicate and negotiate.

Discuss possible options with the administration that would allow for completion of the contract.

- Is a change of assignment possible?
- Is this a situation in which the Family and Medical Leave Act (FMLA) is appropriate?
- Would a leave of absence or some time off help the situation?
- Is additional classroom assistance or a reduced workload possible?
- Is it possible for the employer to provide modifications to work expectations for the remainder of the school year?

If resignation is unavoidable:

- Can the resignation wait until a replacement is found?
- Can the resignation wait for a specified period of time?
- How will resignation impact compensation and benefits? Reach out to human resource staff to learn about how compensation and benefits will be affected.

LETTER OF RESIGNATION – REQUEST TO BE RELEASED FROM CONTRACT

An educator’s letter of resignation must be made in writing and delivered to the educator’s building principal or the district/charter administrator. ***Always request a release from the employment contract and include a requested release date.***

The building principal or district/charter administrator can only receive a letter of resignation; they cannot accept a letter of resignation or release an educator from their contract. ***Only the district board of trustees or a charter board of directors can release an educator from their contract.*** The decision to release an educator from their contract must be made during a board meeting, and the vote to release an educator from their contract must occur in open meeting and be reflected in the official minutes of the Board meeting. If the district board of trustees or the charter board of directors does not release the educator from their contract during a board meeting, and the educator chooses to not fulfill the remainder of their contract, the board may file an ethics complaint against the educator.

THE PSC AND BREACH OF CONTRACT COMPLAINTS

Breaching a contract is not an ethical violation for educators across all states. However, in Idaho, an educator who breaches their contract may be subject to disciplinary action against their Idaho educator credential. ***The breach of contract principle exists to deter educators from resigning before the expiration of their contract and leaving students without a qualified educator.***

Code of Ethics complaints are filed with the PSC. The Executive Committee of the PSC reviews complaints to determine whether probable cause exists. If probable cause is determined, the PSC chooses the level of discipline to be imposed. A breach of contract violation may result in no action; a letter of reprimand, with or without conditions; certificate suspension; or revocation, depending on the circumstances of the violation.

If a complaint results in discipline against an educator's credential, the educator is required to report the discipline on all future applications that ask if the individual has ever had a certificate or license disciplined. Additionally, all disciplinary action is reported to the national database for educator discipline and posted to the PSC public website for a period of five (5) years.

WHAT IF A COMPLAINT IS FILED WITH THE PSC?

If a breach of contract complaint is filed with the PSC and a case is opened, the administrator of the PSC will issue a letter to the respondent notifying them of the complaint. Additionally, the letter will provide an opportunity for the educator to respond to the complaint. Always respond to the complaint. The PSC seeks a full understanding of the circumstances of the complaint, so it is beneficial to the respondent to provide their perspective and any evidence. For example, if evidence exists of a request for assistance or documentation of struggles, that evidence can be considered by the PSC. If an educator does not respond to a complaint, the PSC may issue a default order that results in educator discipline.

If the PSC finds probable cause for disciplinary action, there is an opportunity for the educator to request a hearing if the educator disagrees with the findings of the PSC.

CONTACT

For additional information about the Code of Ethics or for breach of contract questions contact

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REFERENCES

[IDAPA 08.02.02.076 - Code of Ethics for Idaho Professional Educators](#)

Publication: [Code of Ethics for Idaho Professional Educators](#)

[Idaho Open Meeting Law Manual](#)

Idaho Code:

- [33-513. Professional personnel.](#)
- [33-514. Issuance of annual contracts – Support programs – Categories of contracts – optional placement.](#)
- [33-514A. Issuance of limited contract – Category 1 contract.](#)
- [33-515. Issuance of renewable contracts.](#)
- [33-315A. Supplemental contracts.](#)
- [33-316. Right to renewable contract when district is divided, consolidated or reorganized.](#)
- [33-1208. Revocation, suspension, denial, or place reasonable conditions on certificate – Grounds.](#)
- [33-1209\(b\). Proceedings to revoke, suspend, deny or place reasonable conditions on a certificate – Letters of Reprimand – Complaint – Subpoena power – Hearing.](#)
- [33-5206. Requirements and prohibitions of a public charter school.](#)