

## THREE-DEADLINES WHEN APPLYING TO ANOTHER DISTRICT

Phase	Time Period	Applying to Another District	Accepting Employment with Another District
<b>Phase One</b>	From September 1 to 5 PM, April 14	A teacher may apply and be interviewed for the next school year without notice to or permission from the current employer.	A teacher must resign by giving written notice to the current employer specifying that the resignation is applicable for the next school year.
<b>Phase Two</b>	April 15 to final notice of the salary scale for the next year (around June 1 in Norfolk)	A teacher may apply and be interviewed for the next school year without notice to or permission from the current employer. The prospective employer may offer a contract without proof of release from the current employer.	Prior to signing with the new district, the teacher must obtain a written release from the current employer. Releases should be liberally granted during this phase.
<b>Phase Three</b>	Begins on June 1 or the notice of the salary scale for the next year (normally around June 1 in Norfolk). In phase three, the contract is a firm and binding obligation on the teacher and the school division.	Teachers may seek employment and file applications for the next school year with other school divisions; however a prospective employer should not offer a contract until the teacher has secured a written release from the current employer, and a teacher should not accept a contract until a written release has been secured.  <b>Note that the <i>practice</i> in Norfolk has been to grant a release without questions until July 1 (or mid-July in some years). Portsmouth used to follow this same practice, but discontinued it in 2003. The lesson here is that school systems may hold to the June 1 cutoff.</b>	A current employer, at its discretion, may release a teacher from the contract. The employer should release teachers for good cause, which should reflect a consideration of all the factors affecting both the employee and the school board. Factors may include the employee's reason for leaving, contractual terms and agreements, and the overall effect of the resignation on the employee and the school division. In the event a local board declines to grant a request for release on the grounds of insufficient or unjustifiable cause, and the teacher breaches or expresses an intent to breach the contract, the current employer may, within 30 days of the breach, file a petition with the State Board of Education requesting that the teacher's license be suspended for the next school year or apply other remedies appropriate under law. <i>The teacher is, however, entitled to a hearing.</i>

### LETTERS OF INTENT ARE NOT RESTRICTIONS ON CHANGING SCHOOL DISTRICTS

Many members question whether they should sign Letters of Intent in February. Some believe that signing the letter obligates them for another school year. This is not the case.

Letters of Intent are a tool used by school systems to gain an early indication of their recruitment needs for the next year. Most often, Letters of Intent are the first real indication of what the personnel needs will be for the following year.

Only a few years ago, two weeks notice would suffice to secure a release from a teaching contract. Due to the severe teacher shortage in Virginia, the resignation rules have tightened. Signing a Letter of Intent will not preclude you from resigning and being released from your contract prior to June 1.

While school systems can hold teachers to their contracts after June 1, most do not. Yet they have the authority do so, and the rules and regulations should not be ignored. Failure to secure a release could lead to a move by the school system — however rare — to ask the state Board of Education to revoke the teaching license. This action is rare, but should not be lightly ignored.

Norfolk is generally open to resignations until early July (but not to leave before the end of the school year). After that, a release is generally only granted if a replacement is available.