

The “Continuing Contract” Law

Districts, teachers bound to April deadlines

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One of the most frequent questions asked during the latter part of a school year is, “Why can’t I resign from my current job and teach at another school district?” As with many legal questions, the answer “depends” on when a teacher wants to resign from their current employment and, in many cases, on a decision by a local board of education to accept a resignation from a teacher who is under a continuing contract with the school district.

Oklahoma’s continuing contract law, Okla. Stat. tit. 70, § 6-101(E), provides:

“A board of education shall have the authority to enter into written contracts with teachers for the ensuing fiscal year prior to the beginning of such year. If, prior to April 10, a board of education has not entered into a written contract with a regularly employed teacher or notified the teacher in writing by registered or certified mail that a recommendation has been made not to reemploy the teacher for the ensuing fiscal year, and if, by April 25, such teacher has not notified the board of education in writing by registered or certified mail that such teacher does not desire to be reemployed in such school district for the ensuing year, such teacher shall be considered as employed on a continuing contract basis and on the same salary schedule used for other teachers in the school district for the ensuing fiscal year, and such employment and continuing contract shall be binding on the teacher and on the school district.”

So, if a teacher is not recommended for non-reemployment prior to April 10 and if the teacher does not submit a written resignation from employment to the local board of education prior to April 25, the continuing contract statute creates a binding contract between the teacher and the school district for the ensuing school year. If a teacher submits a written resignation to the local board of education by registered or certified mail prior to April 25, the local board has no choice but to accept the resignation and the employment relationship between the teacher and the school district for the ensuing fiscal year is automatically terminated.

However, if a teacher wants to accept employment with another school district after April 25, the teacher must submit a resignation to the local board of education and the local board has complete discretion to accept or reject the resignation. If the board chooses to reject the proffered resignation, the teacher can not contract with another school district in Oklahoma for the ensuing fiscal year and is bound by the contract created by the continuing contract law. If a teacher under a continuing contract enters into a written contract with another school district for the same period covered by the continuing contract, then the State Board of Education has the authority to, upon complaint by the

school district and after a hearing, suspend the teacher's certificate for the remainder of the term for which the contract was made.

The purpose of the continuing contract law is to provide both teachers and school districts assurance that teachers will be employed and that teaching positions will be filled for the ensuing school year. School districts are bound by the continuing contracts created by the continuing contract law and teachers are also bound by the same contracts if they have not submitted a written resignation prior to April 25 of the ensuing fiscal year. Absent a resignation prior to April 25, a local board of education has complete discretion to accept or reject a resignation from a teacher who is employed for the ensuing fiscal year under a continuing contract.

Many school districts have adopted policies dealing with how resignations submitted after April 25 will be handled by a local board of education. Teachers should be aware of any local policies as well as the nuances in the continuing contract law and how that statute applies to their employment with a local school district for the ensuing school year. And, the time to review those policies is now – before the impending April 25 deadline and before a teacher makes any decision to accept employment in another school district for the ensuing school year.