

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

The district encourages teachers to notify the superintendent or designee in writing as soon as the teacher decides not to return or not to accept another contract with the district. Resignations become effective at the end of the school year in which they are submitted unless the district is notified otherwise.

Resignations will be submitted to the Board for notification or approval at the next regular Board meeting, and the superintendent will make recommendations to the Board in situations where an employee is seeking release from a contract.

A tenured teacher has a binding contract with the district for the next school year if the teacher does not notify the district of his or her resignation in writing by June 1, or at the time a new contract is executed with the district if executed prior to June 1. A probationary teacher has a binding contract with the district once the teacher and the Board have executed a contract.

Employees may notify the district that they will not accept a future employment contract or an extension of an existing contract by submitting a written resignation notice to the superintendent or designee at any time. The resignation is considered accepted once it is approved by the Board.

Employees who seek to resign during the course of a contract or after a contract has been executed, even if performance has not begun, must notify the superintendent or designee in writing of the request to resign. Once under contract, only the Board has the authority to release the teacher from a contract. The Board considers serious illness, transfer of spouse and military service legitimate reasons for resignation of professional staff. However, the Board will consider each resignation on an individual basis. An employee may not be released from a contract unless a suitable replacement is found.

In order to avoid liquidated damages and the suitable replacement requirement, resignations must be submitted prior to June 2. An employee who wishes to be released from a signed contract after June 1 shall:

1. Submit a written resignation to the Board, through the superintendent's office.
2. Pay an amount of liquidated damages as outlined below, and
3. Will be released only after it has been determined that a suitable replacement can be found.

Liquidated damages assessed for the release from a contract shall be:

June 2 – June 30	2% of contract
July 1 – July 31	4% of contract
After July 31	5% of contract

The Board reserves the right to waive the penalty under certain circumstances. The Board reserves the right to pursue all available legal remedies when an employee breaks a contract with the district including, but not limited to, filing charges to have a teacher's certificate revoked or seeking a monetary judgment. Such remedies will be sought only if the employee does not

tender the required legal consideration as set forth in this policy, unless waived by the Board. In addition, the district may share with potential employers seeking information about the employee the fact that the employee broke a contract with the district.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: March 19, 2008

Revised: September 20, 2017

Cross Refs: GCB, Professional Staff Contracts and Compensation Plans

Legal Refs: §§ 168.101 - .130, RSMo.

Boonville R-I School District, Boonville, Missouri

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