

GBO Resignation

GBO

The board shall consider any certified employee's resignation which is submitted to the board in writing. The board may accept resignations from employees under contract when the resignation will be in the best interests of the district.

A certified employee who has signed a contract and accepted a teaching position in the district for the coming year or who has not resigned by the continuing contract notice deadline shall not be released from that contract to accept another position until a suitable replacement has been employed.

If the certified employee terminates employment in the district without complying with board policy, the board may petition the State Board of Education to have the teacher's certificate or license suspended.

Exit Interviews

Exit interviews may be conducted after an employee resigns.

Release from Contract

Release – In all cases of teacher requests for release from a valid contract, the welfare of the students of the district shall be of paramount importance. Such requests shall be honored only when the educational program of the school will not be impaired, and only when a suitable replacement can be obtained. All such requests must be submitted in writing to the Superintendent, and approved by the Board of Education. The liquidated damages clause, as set forth in the USD 263 teacher contract form, shall be applicable in requests for release from contract presented after the 14th calendar day following the third Friday in May of any school year. After the deadline, the assessment of liquidated damages shall be mandatory, and all

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requests release from contracts shall be accompanied by a check for liquidated damages in the amount of \$400.00 the day following the last day per state statute, \$800.00 on or after June 15th-30, \$1,200 on or after July 1 and \$3,000 starting August 1 and after as liquidated damages. Certified staff member further agrees that the board may withhold said liquidated damages from any money due to the certified staff member under the terms of this contract. A teacher may request, in writing or in person, that liquidated damages be waived under extenuating circumstances.

Approved: KASB Recommendation – 2/98; 6/06; 4/07

BOE Policy Approve: 9/28/2015