

**Separation**

**Resignation of Professional Staff Members**

The district encourages employees to notify the superintendent or designee in writing as soon as they decide 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.

**Employees without Contracts**

Employees without employment contracts are considered at-will employees and may resign at any time by submitting a written resignation to the superintendent or designee. The resignation is considered accepted once it is received by the superintendent or designee. The district requests that employees give notice at least ten business days prior to departure so that a replacement can be found or alternative arrangements can be made. The fact that an employee resigned without adequate notice may be shared with potential employers seeking information about the employee.

**Employees with Contracts**

In general, professional staff members including, but not limited to, teachers and principals, have a binding contract with the district once the employee and the Board have executed a contract in accordance with law. 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.

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 an employee from a contract. The Board considers serious illness, transfer of a spouse, military service or other unforeseeable situations as legitimate reasons for releasing a teacher from a contract and/or waiving liquidated damages (as described herein), but the Board will consider each resignation on an individual basis.

Letters of resignation will be submitted to the superintendent with the reason for the resignation stated.

### **Liquidated Damages**

Employees who break their contract or request release after May 31 will be subject to liquidated damages, unless waived by the Board. Because the actual damages will be difficult, if not impossible, to ascertain, the Board agrees that the following damage amounts are a reasonable estimation of the damages:

1. Any request made between June 1 and June 15 must be accompanied by a cashier's check in the amount of \$1,000 before the search will begin for a suitable replacement.
2. Any request made between June 16 and June 30 must be accompanied by a cashier's check in the amount of \$1,500 before the search will begin for a suitable replacement.
3. Any request made between July 1 and July 31 must be accompanied by a cashier's check in the amount of \$2,000 before the search will begin for a suitable replacement.
4. Any request made between August 1 and the starting date of the contract must be accompanied by a cashier's check in the amount of \$2,500 before the search will begin for a suitable replacement.
5. Any request made after the starting date of the contract must be accompanied by a cashier's check in the amount of \$3,000 before the search will begin for a suitable replacement.

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 teaching certificate or professional license revoked or seeking a monetary judgment. 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.

### **Allegations of Sexual Misconduct with a Student**

If a former district employee whose job involves contact with children was terminated, non-renewed or allowed to resign in lieu of termination as a result of an allegation of sexual misconduct with a student, or as a result of such allegations being substantiated by the Children's Division (CD) of the Department of Social Services' child abuse and neglect review board, the district is required by law to release information regarding the sexual misconduct to a potential public school or charter school employer who contacts the district regarding the former employee. In addition, if the CD substantiates a complaint of sexual misconduct with a student

against a former employee of the district, the law requires the district to release the results of the CD investigation to any potential public school or charter school employer who contacts the district.

When employment ends as a result of an allegation of sexual misconduct with a student, the district will provide appropriate due process prior to the release of information regarding the sexual misconduct to a potential public school or charter school employer, if feasible. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process to provide.

For the purposes of this policy, employees are considered "former employees" if they have resigned, been terminated, had their contracts non-renewed, or been notified that their contracts with the district will not be renewed or that the district is pursuing termination, even if the process has not been completed.

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Adopted: July 1, 2018  
Raymore-Peculiar R-II School District

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