

RESIGNATION OF STAFF

The Board of Trustees feels that all contracts with teachers and administrators are equally binding upon the district and teacher or administrator and the obligation of the contract should be respected and performed by both parties. Requests to be released from such contracts are discouraged, except for good and sufficient cause. Each request by a teacher or administrator to be released from a contract will be considered on its merits by the Board of Trustees.

In each instance in which the request by a staff member or administrator under contract is granted by the Board, or in each instance in which any other staff member resigns, the staff member is encouraged to notify the district as soon as possible in order to secure an acceptable replacement. The following incentives will apply:

If the Request is Received	Accrued Leave to be Paid
On or before March 15	\$200 Bonus
After March 15, but on or before April 15	All accrued leave paid
After April 15, but on or before May 15	50% of accrued leave paid

Accrued leave will be paid in accordance with policy GCC.

In each of these following instances in which such a request is granted by the Board of Trustees, the teacher or administrator shall be required to pay the District, as liquidated damages to cover costs of securing a replacement. The following liquidated scale shall exist in accordance with policy and the employee's contract.

If the Request is Received	Before	Amount
After and May 15	June 1	No accrued leave paid
June 1	June 15	\$500.00
June 14	July 15	\$1000.00
July 14		\$1500.00

In the event the request is made for bona fide reasons which the Board of Trustees may determine to be in the best interest of both the teacher or administrator and the District, the Board of Trustees may waive payment of liquidated damages. Bona fide reasons may include but are not limited to, health, illness or reasons deemed to be out of the employee's control.

The amount of such damages, if not paid by the employee who elected to resign or terminate his/her employment without fulfilling the terms of his/her contract, may be pursued by the District, in which event the District will request reimbursement for costs, expenses and attorney fees to enforce the terms of this policy and collect the liquidated damages. The Board also reserves the right to pursue any other available legal remedies it may have as a result of the breach of contract.

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