

GCQC ©
RESIGNATION OF PROFESSIONAL
STAFF MEMBERS

All resignations or requests to be released from contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-545](#)

[23-353](#)

A.A.C.

R7-2-205

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**RESIGNATION OF PROFESSIONAL
STAFF MEMBERS**

All resignations or requests to be released from contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement. A resignation is not effective unless first approved by the Governing Board.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

Notice of Resignation

An employee must first notify his or her direct supervisor of a need to leave their position with the District and submit a letter of resignation. The request for the release must include the reason for the request and applicable supporting documents. Such requests will be reviewed by the District Superintendent and Human Resources department and the decision to recommend or not recommend a waiver of the liquidated damages will be provided to the District Governing Board at the next regularly scheduled meeting, dependent upon the timing of the request and allowable time to prepare for Governing Board agenda.

Reasons considered by the Superintendent and Human Resources to recommend a waiver of the liquidated damages fee to the Governing Board are generally allowable in situations that are uncontrollable by the employee. Such situations may include, but are not limited to:

- A. Retirement through Arizona State Retirement System (ASRS).
- B. A physical move out of the state due to spouse or certified domestic partner relocation.
- C. Verified medical needs (the District does not require detail of the medical condition or ask for medical records, just medical verification that a release from the contract is necessary or advised).
- D. Negotiation of an agreement regarding resignation.
- E. Other circumstances judged to be out of the control of the employee or in the best interest of the District.

If employee absences will take place before the Board releases the employee from an uncompleted contract, the employee must log applicable leave, such as paid time off (PTO), accrued sick leave, family medical leave (FMLA), unpaid leave, etc. The District may begin docking employee pay if the employee is absent without leave. Until the Board approves the resignation and releases an employee from a contract, the employee is subject to its terms.

Liquidated Damages

The Governing Board believes that when a staff member resigns or otherwise fails to honor an employment contract, there are damages to the District that are not easily ascertainable.

Recruitment of professional staff members normally is seasonal. Failure to honor an employment contract results in, but is not limited to, the following losses to the District:

- A. The employee time used in the recruitment and replacement of the staff member who is resigning.
- B. The lost opportunity to employ candidates available at the time of initial recruitment.
- C. Prior and additional advertising for the position.
- D. Indirect costs of recruitment and replacement, including travel, lodging, food, and communications.
- E. District personnel time necessary to coordinate and provide class, extra-class, substitute, and ancillary assignment changes, as well as orientation of the new employees.
- F. Continuing and pre-paid insurance benefits.

Liquidated damages may be imposed per the schedule below:

Amount	Current Years' Contract
\$2500	From July 1st to prior to last day of scheduled work day in the current contract year.
Amount	Next Years' Contract
\$1000	From date of acceptance of next years' contract to June 30th preceding the new school/fiscal year.

The amount of liquidated damages imposed for breaking the current year's contract and the next year's signed and accepted employment contract will be determined based on the date the written request for release of contract is received by the supervisor.

The Governing Board may waive the payment or determine that some other condition is appropriate if the employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal.

Resignation prior to the termination of a contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and the teacher shall be entitled to no portion of any funds.

In the event the Board owes the staff member additional salary amounts after the staff member resigns or fails to honor the employment contract, and the staff member consents in writing, the Board may deduct the amount of liquidated damages from the amount owed to the staff member.

The Governing Board reserves the right to waive the provisions of the agreement for liquidated damages, to impose an alternative condition upon its approval, or to deny approval if, in the opinion of the Governing Board, such action is appropriate given the specific circumstances presented.

This policy is not intended to replace or substitute for any other right or action available to either party under the law.

Adopted: March 7, 2023

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