

## RESIGNATION OF EMPLOYEES UNDER CONTRACT

536.1

District employees who hold written, individual employment contracts for a specified term of employment and who wish to resign from District employment must do so in a manner that is compatible with their contractual obligations.

Except as otherwise expressly provided in an employee's individual contract, in order for such an employee to voluntarily and affirmatively resign from employment during the term of a contract (or prior to the term of a contract that has already been accepted) in a manner that may also secure the employee a release from the obligations of such contract(s):

1. The employee and the Board may reach a mutual, situation-specific agreement regarding the end of the employment relationship and the termination of the applicable employment contract(s); or
2. The employee must submit a written notice of intent to resign and sever the contract. Unless specific contractual or other legally-enforceable obligations otherwise apply, the Board, at its discretion, may:
  - a. Accept the resignation and release (or conditionally release) the employee from his/her contract as of a specific date without specifying any additional conditions or contingencies beyond those that may be applicable under the terms of the contract;
  - b. Accept the resignation and conditionally release the employee from his/her contract as of a specific date, subject to one or more specified contingencies; or
  - c. Refuse to accept the resignation and refuse to release the employee from his/her contract.

If the Board accepts the employee's resignation, the employee must satisfy all applicable contingencies in order to be released from his/her employment contract. If the Board has not accepted the resignation or if the employee has not satisfied all applicable contingencies, then the District cannot force the employee to work, but the employee's failure to meet his/her obligations under the contract places the employee in breach of

such contract, and failing to secure a valid release from the contract affects the employee's eligibility to enter into contracts with other employers.

District employees who hold written, individual employment contracts for a specified term of employment may end the employment relationship in other circumstances by:

1. Submitting a written notice of resignation to take effect at the conclusion of the term of an existing employment contract. Upon acceptance by the Board, such a resignation is not unilaterally revocable by the employee.
2. Submitting a written rejection of a subsequent contract that has been renewed, which decision shall not be unilaterally revocable by the employee after the delivery of the written rejection to the District. The employment relationship in such a situation would end upon the conclusion of any contract that is then in force.
3. Choosing not to submit, or failing to submit, written acceptance of a subsequent contract that has been renewed or offered by the applicable deadline for acceptance. The District retains the right to strictly enforce such deadlines. Following the applicable deadline, and assuming no other contract or employment offer from the District has been made or accepted, the employment relationship in such a situation would end upon the conclusion of any previous contract then in force.

Other than the circumstances specifically addressed above, this policy does not attempt to identify or address every possible means by which an employee may cause, request, or agree to the severance of the employment relationship.

**Legal References:**

**Wisconsin Statutes**

<a href="#">Subch. V of Ch. 19</a>	[open meetings law]
<a href="#">Section 118.21</a>	[teacher contracts]
<a href="#">Section 118.22</a>	[nonrenewal of teacher contracts]
<a href="#">Section 118.24</a>	[administrator contracts and nonrenewal]

**Adopted:** 01/18/2020