

## **Professional Personnel**

### Resignations

Professional Personnel, defined as teachers, speech language pathologists, school social workers, school psychologists, hearing and vision itinerant teachers, adapted physical education teachers, and school nurses, may resign at any time with consent of the Operational Board or by written notice sent to the Operational Board Secretary at least 30 days before the intended date of resignation. However, professional personnel may not resign during the school term in order to accept another position without the consent of the Operational Board.

Any resignation or notice of resignation by the Certified Employee that is to become effective during the current school year shall be deemed a breach of contract. The Certified Employee shall pay to NDSEC the sum of four percent (4%) of the contract salary as liquidated damages for securing a replacement for the Certified Employee and for other administrative costs and expenses arising out of said breach of the employment contract. To collect liquidated damages, NDSEC may withhold and retain said amount from any compensation which might otherwise be due the Certified Employee at the time of the resignation. This liquidated damages remedy is in addition to any other remedies available to NDSEC for the Certified Employee's resignation, including action to revoke the Certified Employee's certification. This provision for liquidated damages is intended to compensate NDSEC for the substantial, but unascertainable, damages suffered by NDSEC and its students as a result of the Certified Employee's breach and is not intended to compel performance under the contract. NDSEC, in its sole discretion, may waive its right to seek liquidated damages under the contract; any such waiver shall be non-precedential.

LEGAL REF.: 105 ILCS 5/24-14.  
Park Forest Heights School Dist. v. State Teacher Certification Bd.,  
842 N.E.2d 1230 (Ill.App.1, 2006).

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