

# Involuntary Resignation

## Advice

**I**n the event that you are faced with being asked to resign, the first and most crucial step is to gain control of the process to the greatest degree possible.

Although “fight or flight” is a common reaction, neither is in your best interest. Hasty resolution is high risk for long-term negative ramifications that could have been avoided, and going to battle is never a career advantage, even if you’re in the right. Your goals are to be fairly compensated and to protect your reputation and your future.

Instead, resolve to remain calm and professional and move quickly to get agreement that everyone will be best served by: 1) respectfully and courteously working to mutual resolution, and 2) maintaining total confidentiality, except for mutually agreed statements.

This information is not legal advice; it is intended to provide a general understanding. As soon as possible you should retain an attorney who will consider the facts of your case and instruct you accordingly.

## Ten Very Important Considerations

- Objectively evaluate your situation. If you are facing allegations of improprieties, it is important to assess whether they are based on substance or on suppositions and/or misinterpretations. This is pivotal to your ability to negotiate a fair settlement.
- Take time to carefully understand your options before you sign any documents or even verbally accept any offers, conditions, proposals. Your employment agreement language and state law are very likely to be critical, particularly if it is an attempt to dismiss you without cause.
- Consider the degree to which the district is motivated to reach agreement and move forward; this may be leverage for a better compensation package.
- Press for extended health care coverage unless you have another source after you are terminated.
- Resist the impulse to confide in anyone associated with the district, even your most loyal and trusted supporters; you are high profile, the interest will be intense, and even the most devoted will be hard-pressed to say nothing to those closest to them.
- Remember, any documents put forth by the district represent and protect district interests, not yours. Even legal counsel you have grown to respect and trust will have a duty to represent his or her client; when you are at odds with the district, the client is the district, not you.
- Secure your own attorney. In some cases, the district may be responsible for the expense or agree to a not-to-exceed.
- Be certain you fully comprehend all of the conditions and terms of a final agreement, before you agree. One word or phrase may be crucial; for example, in most states a “voluntary” resignation means you will be denied unemployment insurance benefits, while “involuntary” often provides benefits.
- In cases other than serious misconduct, most boards will consider announcing your resignation is due to some variation of differing visions for the direction of the district. It offers closure with a reasonable explanation if it can be supported by all parties.
- Avoid the temptation to risk making disparaging remarks after resolution and a decent public announcement; it could be a satisfying moment, but it will probably prompt retaliation and the bad publicity you had hoped to prevent.