

Resignation of Instructional Staff/Administrative Staff

In accordance with state statutes, a teacher or licensed administrator may cancel a contract prior to the beginning of an academic year by giving written notice no later than 30 days prior to the start of the academic year, during an academic year by giving at least 30 days' written notice, or at any time by mutual agreement with the Board of Education.

A teacher or licensed administrator who fails to honor a contract, except in accordance with the statutes, shall be held responsible for the ordinary and necessary expenses incurred in securing a replacement, or for 1/12th of his or her annual salary, whichever is less. In addition, the teacher's or administrator's license may be suspended.

A teacher or licensed administrator who resigns during the term of the contract shall be paid the prorated amount of the annual salary for each day the teacher has been on duty.

Mandatory reporting requirements

If an employee resigns as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the superintendent is delegated the responsibility for notifying the Colorado Department of Education (CDE) as soon as possible but no later than ten (10) business days after the employee's resignation. The superintendent shall provide any information requested by the department concerning the circumstances of the resignation. The district also shall notify the employee that information concerning the resignation is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

In addition, the superintendent shall immediately notify CDE whenever a licensed employee resigns for any of the following reasons:

1. The individual is convicted, pleads *nolo contendere* or receives a deferred sentence or deferred prosecution for a felony or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children.
2. The individual is convicted, pleads guilty, pleads *nolo contendere*, or receives a deferred sentence for any of the following offenses:
 - a. any felony, including but not limited to felony child abuse, felony unlawful sexual behavior, a felony offense involving unlawful sexual behavior, and a felony offense involving an act of domestic violence;
 - b. a crime of violence;
 - c. indecent exposure;

- d. contributing to the delinquency of a minor;
- e. misdemeanor domestic violence;
- f. misdemeanor sexual assault;
- g. misdemeanor unlawful sexual conduct;
- h. misdemeanor sexual assault on a client by a psychotherapist;
- i. misdemeanor child abuse;
- j. misdemeanor sexual exploitation of children;
- k. misdemeanor involving the illegal sale of controlled substances;
- l. physical assault;
- m. battery; or
- n. a drug-related offense.

3. When the county department of social services or the local law enforcement agency reasonably believes that an incident of child abuse or neglect has occurred and the school employee is the suspected perpetrator and was acting in an official capacity as an employee of the district.

4. When the Board reasonably believes that an employee is guilty of unethical behavior or professional incompetence.

Adoption date: May 17, 2011

LEGAL REFS.: C.R.S. 19-3-301 *et seq.* (*Child Protection Act of 1987*)

C.R.S. 22-32-109.7 (*specific duties regarding hiring inquiries and reporting*)

C.R.S. 22-63-202 (*employment contracts*)

1 CCR 301-37, Rules 2260.5-R-15.00 *et seq.* (*mandatory reporting requirements*)

NOTE: State law prohibits school districts from entering into a settlement agreement that would restrict the district's ability to share any relevant information related to a conviction for child abuse or a sexual offense against a child and that pertains to the incident upon which the employee's dismissal or resignation is based. C.R.S. 22-32-109.7(3).

[Revised July 2008]