

NOTE: While Colorado school districts are not required by law to adopt a policy on this subject, some content in this sample reflects legal requirements school districts must follow. This sample contains the content/language that CASB believes best meets the intent of the law. However, the district should consult with its own legal counsel to determine appropriate language that meets local circumstances and needs.

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.

The district shall comply with the mandatory reporting requirements concerning allegations of unlawful behavior involving a child and other offenses, in accordance with state law and the regulation accompanying this policy.

Adopted: May 1987

Revised: December 1998, February 1990, February 1991, April 1991, February 1994, January 1996, September 1997, November 2006, September 2008, April, 2009, August 2015

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).