

## **RESIGNATION OF PROFESSIONAL STAFF MEMBERS**

The district encourages employees to notify the superintendent as soon as they decide not to return or not to accept another contract with the district. Resignations become effective at the end of the school year in which they are submitted unless the district is notified otherwise.

A tenured teacher has a binding contract with the district for the next school year if the teacher does not notify the district of his or her resignation in writing by June 1. A probationary teacher has a binding contract with the district once the teacher and the Board have executed a contract.

### **Release from Contract**

Once under contract, only the Board has the authority to release an employee from a contract. The Board considers serious illness, transfer of a spouse and military service legitimate reasons for resignation of professional staff, but the Board will consider each resignation on an individual basis. An employee will not be released from a contract unless a suitable replacement is found.

The Board reserves the right to pursue all available legal remedies when an employee breaks a contract with the district including, but not limited to, filing charges to have a teaching certificate or professional license revoked or seeking a monetary judgment.

### **Allegations of Sexual Misconduct with a Student**

If a former district employee whose job involved contact with children was terminated, nonrenewed or allowed to resign in lieu of termination as a result of an allegation of sexual misconduct with a student, or as a result of such allegations being substantiated by the Children's Division (CD) of the Department of Social Services' child abuse and neglect review board, the district is required by law to release information regarding the sexual misconduct to a potential public school employer who contacts the district regarding the former employee. In addition, if the CD substantiates a complaint of sexual misconduct with a student against a former employee of the district, the law requires the district to release the results of the CD investigation to any potential public school employer who contacts the district.

When employment ends as a result of an allegation of sexual misconduct with a student, the district will provide appropriate due process prior to the release of information regarding the sexual misconduct to a potential public school employer, if feasible. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process to provide.

For the purposes of this policy, employees are considered "former employees" if they have resigned, been terminated, had their contracts nonrenewed, or been notified that their contracts with the district

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will not be renewed or that the district is pursuing termination, even if the process has not been completed.

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***Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.***

Adopted:

Revised:

Legal Refs: ' ' 168.101 - .130, RSMo.  
U.S. Const. amend. XIV

Phelps Co. R-III School District, Edgar Springs, Missouri