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Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Tenured Teachers</b>	Descriptor Code: <b>5.200</b>	Issued Date:
		Rescinds:	Issued:

1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending  
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under  
4 investigation is not the subject of an ongoing criminal investigation or a Department of Children's  
5 Services investigation, and if no charges for dismissal have been made, a suspension pending  
6 investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director  
7 of Schools suspend a teacher with pay. If vindicated or reinstated, the teacher shall be paid full salary  
8 for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS<sup>2,3</sup>**

10 The Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of  
11 duty, unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1)  
12 provided with written notice, including the reasons for the suspension along with an explanation of the  
13 evidence; (2) given an opportunity to respond to the Director of Schools at a conference, if requested  
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both  
15 parties may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated,  
17 the tenured teacher shall be paid full salary for the period of suspension unless suspension without pay  
18 is deemed to be an appropriate penalty.

19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS<sup>4</sup>**

20 When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than  
21 three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged,  
22 and shall be signed by the party or parties making the charges.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a  
24 suspension greater than three (3) days of the teacher, the Director of Schools shall give the teacher a  
25 written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided  
26 by the Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

27 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days  
28 after receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

29 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from  
30 the list maintained by the Board.

1 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as  
2 impartial hearing officers as defined under Tennessee law.

3 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the  
4 parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of  
5 issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days  
6 following receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part  
7 of any prehearing conference may be conducted by telephone if each participant has an opportunity to  
8 participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered  
9 to issue appropriate orders and to regulate the conduct of the proceedings.

10 Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten  
11 (10) working days of the hearing officer's delivery of the hearing officer's written findings and  
12 conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts  
13 and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20)  
14 working days of the receipt of the notice of appeal.

15 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party.  
16 The appealing party may appear before the Board to argue why the adverse ruling should be  
17 overturned. In no event should such argument last more than fifteen (15) minutes unless the Board  
18 votes to extend additional time. At the conclusion of the hearing, any member of the Board may vote to  
19 sustain the decision of the hearing officer, send the record back for additional evidence, revise the  
20 penalty, or reverse the decision. The Board shall render its decision within ten (10) working days after  
21 the conclusion of the hearing. In the event that the decision of the Board is appealed to the chancery  
22 court, the Board shall transmit the entire record prepared by the Director of Schools and reviewed by  
23 the Board to the chancery court for its review.

## 24 **RESIGNATION**

25 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the  
26 effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable  
27 extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days'  
28 notice requirement and permit a teacher to resign in good standing.<sup>5</sup>

29 The conditions under which it is permissible to break a contract with the Board are as follows:<sup>6</sup>

- 30 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified  
31 statement of a physician approved by the Board;
- 32 2. The drafting of the teacher in to military service by a selective service board; or
- 33 3. The release by the Board of the teacher from the contract that the teacher has entered into with  
34 the Board.

35 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the  
36 date of return if the teacher does not intend to return to the position from which he/she has taken leave.  
37 Failure to render such notice may be considered a breach of contract.<sup>7</sup>

1 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with  
2 the State Board of Education and request the suspension of a teacher's license. After the State Board of  
3 Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of  
4 Education may suspend the license for no less than thirty (30) days and no more than three hundred  
5 sixty-five (365) days.<sup>8</sup>

## 6 **RETIREMENT**

7 Retirement is a termination of services under conditions that will allow the teacher to draw benefits  
8 from retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may  
9 elect to retire at any age according to the provisions of the retirement system.

10 Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the  
11 responsibility of the retiring teacher to provide verification of eligibility in writing from the Tennessee  
12 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the  
13 retiring teacher to file for benefits.

14 Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year  
15 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the  
16 Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel  
17 are available to substitute teach.<sup>9</sup>

18 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment  
19 as a Kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits  
20 will not be lost or suspended under certain conditions which include, but are not limited to, the  
21 following:<sup>10</sup>

- 22 1. The Director of Schools of the employing district shall certify in writing that no other qualified  
23 individuals are available to fill the position;
- 24 2. The Commissioner of Education shall certify that the employing school district serves an area  
25 that lacks qualified teachers to serve in the position to be filled;
- 26 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 27 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or  
28 receive medical insurance coverage; and
- 29 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the  
30 Board for teachers with no experience filling similar positions or more than eighty-five percent  
31 (85%) of the rate of compensation set by the Board for teachers with comparable training and  
32 years of experience filling similar positions.

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Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2019, Chapter No. 248
9. TCA 8-36-805
10. TCA 8-36-821

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Cross References

- Public Hearings 1.401  
Recommendations and File Transfers 5.203