**Subject:** Separation Practices for Teachers

**Effective Date:** 02/24/25

**Approved By:** Board of Directors

**Policy:** 5200

**SUSPENSION PENDING AN INVESTIGATION**1

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

**SUSPENSION OF THREE DAYS OR LESS**2

A Executive Director or his/her designee may suspend a teacher for incompetence, inefﬁciency, neglect of duty, unprofessional conduct, and insubordination. Should a meeting be requested to discuss the suspension both parties may be represented by counsel at the conference, which shall be recorded.

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

**DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS**2

The Executive Director may dismiss or suspend for more than three (3) days any teacher during the contract year for incompetence, inefﬁciency, insubordination, improper conduct, or neglect of duty after giving the teacher, in writing, due notice of the charges.

The Executive Director shall give the teacher an opportunity for a full and complete hearing before an impartial hearing ofﬁcer or board subcommittee.

The Board will appoint an impartial hearing ofﬁcer to conduct such hearings. The hearing ofﬁcer will hear the case and the employee shall have the right to:

1. be represented by counsel;
2. call and subpoena witnesses;
3. examine all witnesses; and
4. require that all testimony be given under oath.

Factual ﬁndings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected employee within ten (10) working days following the close of the hearing. The employee may appeal the decision to the Board within ten (10) working days of the hearing ofﬁcer rendering the written decision to the employee. Written notice of appeal to the Board shall be given to the Executive Director. Within twenty (20) days of receipt of notice, the Executive Director shall prepare a copy of the proceedings, transcript, documentary, and other evidence presented and provide the Board a copy of the same.

The Executive Director shall also have the right to appeal any adverse ruling by the hearing ofﬁcer in the same manner as the teacher.

The Board shall hear the appeal. No new evidence shall be introduced. The teacher may appear in person or be represented by counsel and argue why the decision should be modiﬁed or reversed. The Board shall take one of the following actions:

1. sustain the decision;
2. send the record back if additional evidence is necessary; or
3. revise the penalty or reverse the decision.

Before any decision to dismiss is made, a majority of the membership of the Board shall concur in sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days after the conclusion of the hearing.

Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to the chancery court in the county where the school system is located. The Board shall

provide the entire record of the hearing to the court.

**NONRENEWAL**

The principal is responsible for discussing deﬁciencies as part of the evaluation process with the teacher and providing assistance for overcoming these deﬁciencies.

The Executive Director is under no obligation to re-employ teachers at the end of their contract period. If the Executive Director determines not to renew the contract of a teacher, the following action shall be taken:

1. The Board shall be notiﬁed at the next regular board meeting; and
2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier, or by email within five (5) business days following the last instructional day for the school year. If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall include a statement listing it as the cause for nonrenewal.4

**RESIGNATION**

A teacher shall give the Executive Director notice of resignation at least thirty (30) days before the effective date of the resignation. The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certiﬁed statement of a physician approved by the Board;
2. The drafting of a teacher into military service by a selective service board; and
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

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

Upon a breach of contract, the Board, upon a motion recorded in its minutes, may ﬁle a complaint with the State Board of Education and request the suspension of a teacher’s certiﬁcate. After the State Board of Education has provided the teacher an opportunity for defense during a

hearing, the State Board of Education may suspend the certiﬁcate for no less than thirty (30) and no more than three hundred sixty-ﬁve (365) days.

**RETIREMENT**

Retirement shall mean a termination of services under conditions which will allow the employee to draw beneﬁts from retirement plans and/or social security beneﬁts.

Employees eligible for retirement beneﬁts may elect to retire at any age according to the provisions of the retirement system. Personnel shall assist employees in securing retirement beneﬁts; however, it shall be the responsibility of the retiring employee to provide veriﬁcation of eligibility in writing from the Tennessee Consolidated Retirement System (TCRS) to the central ofﬁce. It shall be the responsibility of the retiring employee to ﬁle for beneﬁts.

*(Note: Nonrenewal of teachers after the contract year is not suspension or dismissal and does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of teachers after the contract year follows the non renewal procedures outlined in this policy.)*