

Greeneville City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/22/17
		Rescinds: 5.200	Issued: 08/28/14

1 **SUSPENSION PENDING AN INVESTIGATION ¹**

2 The director of schools may suspend a teacher at any time that may seem necessary, pending investigation or
3 final disposition of a case before the board or an appeal. If the matter under investigation is not the subject of an
4 ongoing criminal investigation or a department of children's services investigation, and if no charges for
5 dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration.
6 Under no circumstances shall the director of schools suspend a teacher with pay. If reinstated, the teacher shall
7 be paid full salary for the period of suspension, unless suspension without pay is deemed to be an appropriate
8 penalty.

9 **SUSPENSION OF THREE DAYS OR LESS ^{2,3}**

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

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

19 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS ⁴**

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

22 When charges are made against a tenured teacher, charging the teacher with offenses which may justify
23 dismissal or a suspension greater than three days, the charges shall be made in writing, specifically stating the
24 offenses which are charged and shall be signed by the party or parties making the charges.

25 If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension greater
26 than three days of the teacher, the director of schools shall give the teacher a written notice of this decision, a
27 copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education
28 advising the teacher of his/her legal duties, rights and recourse.

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

31 The director of schools shall, within five (5) days after receipt of request, assign a hearing officer from the list
32 maintained by the Board.

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

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

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

21 RESIGNATION

22 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the effective date
23 of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating
24 circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and
25 permit a teacher to resign in good standing.⁵

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

- 27 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
28 of a physician approved by the Board;
- 29 2. The release by the Board of the teacher from the contract which the teacher has entered into with the
30 Board.⁶

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

34 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the
35 Commissioner and request the suspension of a teacher's certificate. After the Commissioner has provided the
36 teacher an opportunity for defense during a hearing, the Commissioner may suspend the certificate for no less
37 than thirty (30) and no more than three hundred sixty-five (365) days.⁸

38 RETIREMENT

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

1 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the
2 retirement system.

3 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
4 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the central
5 office. It shall be the responsibility of the retiring employee to file for benefits.

6 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss
7 of retirement benefits. Retired teachers may substitute teach for additional days if the director of schools
8 certifies in writing to the Board that no other qualified personnel are available to substitute teach.⁹

9 The director of schools may employ teachers retired for at least one year for full-time employment as a
10 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or
11 suspended under certain conditions, which include but are not limited to the following:¹⁰

- 12 1. The director of schools of the employing system must certify in writing that no other qualified
13 individuals are available to fill the position;
- 14 2. The Commissioner of Education must certify that the employing school system serves an area that
15 lacks qualified teachers to serve in the position to be filled;
- 16 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 17 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
18 receive medical insurance coverage; and
- 19 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
20 board for teachers with no experience filling similar positions, nor more than eighty-five percent
21 (85%) of the rate of compensation set by board for teachers with comparable training and years of
22 experience filling similar positions
- 23
- 24
- 25
- 26

27 **RETIREMENT INCENTIVE PROGRAM**

28 In order to reward professional personnel who have rendered a valuable service to the schools and to provide a
29 program for early retirement, the Board has adopted the following guidelines for a retirement incentive program:

30 ***Eligible Personnel***

31 All state certified teaching personnel who have completed fifteen (15) years of employment with the Greeneville
32 City School System and who meet the eligibility retirement requirements for full benefits under the Tennessee
33 Consolidated Retirement System (TCRS) are eligible to participate in the retirement incentive program offered
34 by the Board. Participation in the program is voluntary.

1 **General Provisions**

- 2 1. The Board may modify or discontinue the program at its discretion; however, no such modification or
3 termination shall modify or terminate any benefit being received by any program participant. The
4 Board may waive any eligibility requirements at its sole discretion on a case-by-case basis, taking into
5 consideration the length of service provided by the applicant, the best interests of the school system and
6 the financial impact on the school budget that such a waiver may cause.
- 7 2. It is the responsibility of the director of schools to notify the employee in writing of his/her eligibility.
- 8 3. An employee becomes eligible for the retirement incentive program when s/he becomes eligible for full
9 retirement under the TCRS (30 years of creditable service or age 60). If the employee elects not to
10 participate in the program when eligibility is achieved, benefits will be reduced as identified under
11 Benefits, Section C (3).
- 12 4. Employees who wish to retire under the thirty years requirement must reach thirty years by the end of
13 the last school year which s/he intends to work.
- 14 5. Employees who wish to retire under the age requirement must reach the age of sixty (60) by June 30 of
15 the last school year which s/he intends to work.
- 16 6. Employees who elect to retire under this program may not be considered for future employment by the
17 Board except as permitted by the regulations of TCRS.
- 18 7. Entrance into the program shall coincide with the beginning of the fiscal year (July 1).

19 **Benefits**

- 20 1. An employee who chooses to participate in the retirement incentive program the first year of eligibility
21 shall receive an annual amount equal to 20% of his/her annual base salary. Benefits shall begin in July
22 following retirement and shall be paid annually or bi-annually at the election of the recipient for three
23 years from the date of retirement. Beginning with retirements during or after the 2008-2009 school
24 year, the stipulation that retirement incentive benefits stop upon attainment of age sixty-two (62) is
25 being removed.
- 26 2. Any applicant with thirty years or more of credited service, as defined by the TCRS, or any applicant
27 who has less than thirty years of credited service, as defined by TCRS, but who has attained the age of
28 sixty (60) by the end of the fiscal school year (June 30) and who fails to make timely application for the
29 total benefits provided by the program, shall be deemed **to have waived the right to claim total**
30 **benefits**. Benefits in the program will be determined in the following manner:
31 (a) Second year eligibility participation: 15% of the most recent annual base contractual salary (to be
32 paid for two (2) years)

1 (b) Third year eligibility participation: 10% of the most recent annual base contractual salary (to be
2 paid for one (1) year)

- 3 3. Benefits provided by the program may not be assigned or transferred in any manner. Program benefits
4 shall automatically cease at the death of the participant and shall not pass on to the estate or beneficiary
5 of the participant.

6 *Application Process*

7 Any certified person employed by the Board who desires to apply for benefits in the retirement incentive
8 program, shall apply not later than May 15 on forms supplied the central office. Applications shall be submitted
9 to the director of schools. *All retirements under this plan shall be effective on June 30 of the year in which the*
10 *retirement is sought.*

11 **INSURANCE FOR RETIREES**

12 *Eligibility*

13 To be eligible for a health insurance benefit, employees must be eligible for full retirement benefits with the
14 TCRS.

15 State of Tennessee Benefits Administration eligibility guidelines are:¹¹

- 16 • Ten years of creditable service with the state or a participating Local Education agency and at least three
17 continuous years of insurance coverage in the plan immediately prior to final termination of
18 employment. The date retirement pension benefits commence (effective date of retirement with TCRS)
19 must be on or before the date on which your active state coverage ceased. Note: the requirement for
20 immediate commencement of retirement benefits will be waived for employees leaving the plan and
21 becoming insured by a state or Local Government agency that participates in the State Group Insurance
22 Program.
- 23 • At least 20 or more years of creditable service with the state or a participating Local Education agency
24 and at least one continuous year of insurance coverage in the plan immediately prior to final termination
25 of employment. The period of time between your final employment termination date and the date
26 retirement pension benefits commence (effective date of retirement with TCRS) may be up to five years.
27 Note: the five-year requirement for commencement of retirement benefits will be waived for employees
28 leaving the Local Education Plan and becoming insured by a state or Local Government agency that
29 participates in the State Group Insurance Program.)

30 To be eligible for individual health insurance coverage, paid by Greeneville City Schools, an employee's years
31 of service must total at least 15 years in the Greeneville City Schools.

- 1 Eligible employees may receive individual health insurance coverage provided and paid by the school system
2 for up to ten years or age 65. If an employee retires before age 55, he/she is responsible for payment of
3 insurance up to age 55 or after system paid 10 years.
- 4 At age 65, the employee will have the option of purchasing a Medicare supplement policy. No supplemental
5 policy is offered by the Greeneville City Schools.
- 6 Effective July 2015: Employees whose first employment with local education commenced on or after July 1,
7 2015 will not be eligible to continue insurance coverage at retirement.¹¹
- 8 Life insurance will be provided at system expense until age 65. After age 65, the retiree will have the right to
9 convert this coverage to a private policy at his/her own expense.

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)
9. Public Acts of 2017, Chapter No. 287
10. TCA 8-36-821
11. State Group Insurance Program Guide to Continuing Insurance at Retirement

Cross References

Recommendations and File Transfers 5.203