Hickman County Board of Education

	Descriptor Term: **Separation Practices for Tenured Teachers**	Descriptor Code: **5.200**	Issued Date: **12/05/22**
		Rescinds: **5.200**	Issued: **08/01/22**

SUSPENSION PENDING AN INVESTIGATION [1]

The director of schools 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 director of schools 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 [2,3]

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

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

DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS[4]

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

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

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

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

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

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

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

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

RESIGNATION

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

The conditions under which it is permissible to break a contract with the Board are as follows:[6]

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 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 director of schools 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.[8]

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.

Central office 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 TCRS to the central office. It shall be the responsibility of the retiring employee to file for benefits.

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)

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Hickman County Board of Education

	Descriptor Term: **Separation Practices for Non-Tenured Teachers**	Descriptor Code: **5.201**	Issued Date: **12/05/22**
		Rescinds: **5.201**	Issued: **08/01/22**

SUSPENSION PENDING AN INVESTIGATION[1]

The director of schools 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 director of schools suspend a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS[2]

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

DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS[2]

The director of schools may dismiss or suspend for more than three days any non-tenured teacher **during the contract year** for incompetence, inefficiency, insubordination, improper conduct or neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

The director of schools shall give the non-tenured teacher an opportunity for a full and complete hearing before an impartial hearing officer.

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 director of schools.

Within twenty (20) days' of receipt of notice, the director shall prepare a copy of the proceedings, transcript, documentary and other evidence presented and provide the Board a copy of the same.

The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured 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.

The director of schools shall also have the right to appeal any adverse ruling by the Hearing Officer in same manner as the non-tenured teacher.

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

Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of employment enjoyed by tenured teachers except that they have no claim upon continuing employment or tenure protections.

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

The director of schools is under no obligation to re-employ non-tenured teachers at the end of their contract period. If the director of schools determines not to renew the contract of a non-tenured 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.[3] 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 director of schools notice of resignation at least thirty (30) days before the effective date of the resignation.[5] 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:[6]

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 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 director of schools 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.[8]

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. Central office 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 TCRS to the central office. It shall be the responsibility of the retiring employee to file for benefits.

(Note: Nonrenewal of non-tenured 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 non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Hickman County Board of Education

	Descriptor Term: **Separation Practices for Non-Certified Employees**	Descriptor Code: **5.202**	Issued Date: **12/05/22**
		Rescinds: **5.202**	Issued: **11/02/20**

SUSPENSION

A director of schools/designee may suspend an employee at any time when deemed necessary.[1]

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

DISMISSAL

All non-certified (classified) employees are employed at the will of the director. The director of schools may dismiss any non-certified employee during the contract year for any reason.

RESIGNATION

Support personnel shall give the immediate supervisor written notice of resignation at least two (2) weeks (ten (10) working days) in advance of the effective date of voluntary termination. The ten (10) working days may be waived by the director of schools for justifiable reason.

The immediate supervisor shall forward copies the day received to the director of schools' office. The payroll office will prepare final payment for the next appropriate scheduled pay day.

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.

Central office 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 TCRS to the central office. It shall be the responsibility of the retiring employee to file for benefits.

Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits.[2]

Legal References

1. TCA 49-2-301(b)(1)(EE), (FF)
2. TCA 8-36-805

Cross References

Recommendations and File Transfers 5.203

Hickman County Board of Education

	Descriptor Term:	Descriptor Code:	Issued Date:
	Recommendations and File Transfers	**5.203**	**12/05/22**
		Rescinds: **5.203**	Issued: **10/05/20**

Other than the routine transmission of administrative and personnel files, district employees are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual knows, or has probable cause to believe, that the person seeking a job change engaged in sexual misconduct regarding a minor or student in violation of the law.

These requirements shall not apply if:

1. The information giving rise to probable cause has been properly reported to the appropriate law enforcement agency; and

2. The matter has been officially closed in one of the following ways:

   a. The prosecutor or police have investigated the allegations and notified school officials that there is insufficient information to establish probable cause;

   b. The employee, contractor, or agent has been charged and either acquitted or exonerated; or

   c. The case remains open, and there have been no charges or indictment filed within four (4) years of the date the information was reported to the law enforcement agency.

Neither the district nor the Board shall enter into, or require a current or former employee to enter into, a non-disclosure agreement during a settlement for any act of sexual misconduct.[1]

The director of schools shall develop administrative procedures to enforce this policy and comply with federal law.

Legal References

1. 20 USCA § 7926; TCA 49-2-131

Cross References

Application and Employment 5.106
Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201
Separation Practices for Non-Certified Employees 5.202
Child Abuse and Neglect 6.409

Hickman County Board of Education

	Descriptor Term: **Short Term Leaves of Absence**	Descriptor Code: **5.300**	Issued Date: **12/05/22**
		Rescinds: **5.300**	Issued: **10/05/20**

Short term leaves of absence shall consist of the following: Emergency, legal, sick, personal, and professional leave.

Cross References

Emergency & Legal Leave 5.301
Sick Leave 5.302
Personal & Professional Leave 5.303
Vacations and Holidays 5.310

Hickman County Board of Education

	Descriptor Term:	Descriptor Code:	Issued Date:
	Emergency and Legal Leave	**5.301**	**12/05/22**
		Rescinds: **5.301**	Issued: **10/05/20**

EMERGENCY LEAVE

An immediate supervisor may grant a certified employee emergency leave during the workday for a sudden, unexpected occurrence demanding immediate attention. Leave shall be taken as personal leave,[1] sick leave or leave without pay. The employee who uses emergency leave shall confirm said leave on appropriate forms the day after returning to work.

Principals or administrative supervisors shall keep a tally of the amount of time individual employees are released under this policy and when the total time reaches one (1) day, the employee shall be charged with one (1) day of applicable leave.

JURY DUTY

When a teacher is summoned for jury duty s/he shall appear in court and specify a seven (7) day period within twelve months that s/he will be available for jury duty. The following procedures shall regulate the leave for jury duty for teachers:

1. The teacher shall present written evidence that s/he had been summoned to serve on a jury; and,

2. The teacher shall be entitled to the usual compensation, less the amount paid by the court.[2]

COURT APPEARANCES

If an employee appears in state court because of a personal interest, whether as a plaintiff, defendant or witness[3] or voluntarily appears in behalf of family or friends, or when an employee is required to appear in court either as a defendant or plaintiff in a civil case, personal leave or leave without pay shall be granted in accordance with the established board policies on leaves.

Support Personnel

Support personnel called for jury duty or who serve as court witnesses shall present the subpoena or other documents which give reporting instructions to the immediate supervisor. The employee shall obtain a form indicating the days served and the court pay to be received from the court's clerk for submitting to the payroll office. The employee shall receive the usual compensation less the amount paid by the court.

Legal References

1. TCA 49-5-711(c)
2. TCA 22-4-106(b)
3. TCA 16-15-708; TCA 24-2-109

Cross References

Short Term Leaves of Absence 5.300

Hickman County Board of Education

	Descriptor Term:	Descriptor Code:	Issued Date:
	Sick Leave	**5.302**	**12/05/22**
		Rescinds: **5.302**	Issued: **11/02/20**

LICENSED PERSONNEL

The time allowed for sick leave for professional personnel shall be one (1) day for each month employed during the school year and shall accumulate for an unlimited number of days.[1]

Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.[2]

A signed statement listing the cause of absence shall be provided by the employee on forms furnished by the director of schools and shall promptly be given to the immediate supervisor in support of all claims for sick leave pay. A falsified statement shall be grounds for dismissal.

A certificate from the physician on forms furnished by the Board may be required in support of any claim for sick leave pay.[1]

In case of doubt, the Board of Education shall have final authority as to who is entitled to leave under this section and the time for which the leave may be allowed.[3]

A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days which such teacher may accumulate during the remainder of the school year in which he is employed. Such advance use of sick leave shall be charged to sick leave accumulated in the same school year.[4]

Upon termination of the employment of such teacher-before-such-days are earned or at the end of the school year, there shall be deducted from the final salary of each teacher an amount based on his daily rate of pay sufficient to cover the excess sick leave days used by him and if such final salary is insufficient for this purpose the teacher shall be liable for reimbursement of any amount in excess of his final salary.[4]

The principal shall notify the director of schools' office at once if an employee is sick beyond the limit of his/her sick leave accumulation. The substitute teacher, beyond this point, must have a certificate or permit and must be paid according to the state salary scale.

Permanent, cumulative sick leave records for each active professional employee shall be kept in the director of schools' office.

A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school system, provided that the director of schools of the system in which the accumulated leave was held provides notarized verification.[1]

SUPPORT PERSONNEL

Sick leave shall be the same for support personnel as for certified employees.

The time allowed (days earned) for sick leave shall be one (1) day for each month an employee is employed except bus drivers, who shall earn one half (1/2) day for each month employed.

Sick leave shall be cumulative for all earned days not used.

At the termination of the employment of any employee, all unused sick leave accumulated by the employee shall be terminated.

The immediate supervisor may require a physician's certificate stating the reason for absence.

Frequent and misuse of sick leave by an individual are sufficient grounds for requiring a physician's certificate stating the reason for absence.

A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school system, provided that the director of schools of the system in which the accumulated leave was held provides notarized verification.[1]

Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811

Cross References

Workers' Compensation 3.602
Short Term Leaves of Absence 5.300
Family and Medical Leave 5.305
Physical Assault Leave 5.307

Hickman County Board of Education

	Descriptor Term: **Personal and Professional Leave**	Descriptor Code: **5.303**	Issued Date: **12/05/22**
		Rescinds: **5.303**	Issued: **11/02/20**

Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and rules and regulations of the State Board of Education.

Certified employees shall earn personal and professional leave at the rate of one day for each half-year employed for a total of two (2) days per year. Employees may have their days of personal leave prior to having earned it. Any personal and professional leave remaining unused at the end of a year shall be credited to sick leave.[1]

If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.[2]

Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal at least one day's notice in writing of intent to take leave;

2. The approval of the principal of the school shall be required:[3]

   a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
   b. If requested during any prior established student examination period;
   c. If requested on the day immediately preceding or following a holiday or vacation period.
   d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the Board prior to the commencement of the school year; or
   e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the Board prior to the commencement of the school year.

Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.[4]

Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

In addition, certified employees shall be granted leave to serve on any board or commission of the state when the appointment is made by the Governor or General Assembly. Such leave shall not be counted against any other accumulated leave credits. The employee shall notify the principal at least five (5) days prior to leave being taken.

Support Personal may use two (2) leave days per school year as "personal leave". Personal leave may be used for religious holidays, deaths not covered by sick leave, civic duties, personal business, or for attendance of professional meetings excluding optional in-service meetings).

Legal References

1. TCA 49-5-711(a); TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711(b)
3. TCA 49-5-711(c)(1)
4. TCA 49-5-205

Cross References

Short Term Leaves of Absence 5.300
Legislative Leave 5.309

Hickman County Board of Education

	Descriptor Term: **Long-Term Leaves of Absence for Professional Personnel**	Descriptor Code: **5.304**	Issued Date: **12/05/22**
		Rescinds: **5.304**	Issued: **11/02/20**

Any person holding a position requiring a license to teach shall be granted leave for military service, legislative service, maternity, adoption, recuperation of health, educational improvements or other sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits.[1] All leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the director of schools. The 30-day notice may be waived or reduced by the director of schools upon submission of a certified statement by a physician. The application for leave forms shall require:

1. A description of the type of leave requested;
2. The requested dates for beginning and ending the leave; and
3. A statement of intent to return to the position from which leave is granted.[1]

Each request for leave must be acted upon by the director of schools within fifteen (15) days. Each applicant shall be notified in writing of the action of the director and the beginning and ending dates of the leave which is granted.[2] All leaves, except military leave, shall be from a specific date to a specific date. However, any leave may be extended by the director of schools upon written request from the teacher. Military leave shall be granted for whatever period may be required. The procedure and condition for extending a leave are the same as those used when originally requesting and granting the leave.[3]

Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim teacher while the teacher is on leave. If the teacher returns from leave within 12 months, the interim teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be placed in the same or a comparable position upon return.[4]

Part-time leaves may be granted by the director of schools upon written request for the same conditions as for full-time leave.

Any teacher on leave shall notify the director of schools 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 is on leave. Failure to give such notice shall be considered breach of contract.[5]

PAY AND BENEFITS

All leave granted in conformance with this policy shall be without pay except as may be covered by sick leave in the case of maternity and recuperative leaves. All benefits provided by the Board terminate at the beginning date of the leave. Employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to restrictions of the insuring carriers.

Legal References

1. TCA 49-5-702
2. TCA 49-5-703
3. TCA 49-5-704
4. TCA 49-5-705
5. TCA 49-5-706

Cross References

Family and Medical Leave 5.305
Military Leave 5.306
Physical Assault Leave 5.307
Sabbatical Leave 5.308
Legislative Leave 5.309
Interim Employees 5.700

Hickman County Board of Education

	Descriptor Term: **Long-Term Leaves of Absence for Support Personnel**	Descriptor Code: **5.3041**	Issued Date: **12/05/22**
		Rescinds: **5.3041**	Issued: **10/05/20**

LONG TERM LEAVES OF ABSENCE

Support personnel shall be granted a long term leave of absence for sufficient reason without pay or loss of accumulated leave credits. All leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the director of schools upon submission of a certified statement by a physician. The application for leave forms shall require:

1. A description of the type of leave requested:
2. The requested dates for the beginning and ending the leave; and
3. A statement of intent to return to the position from which leave is granted.[1]

Each request for leave must be acted upon by the director of schools within fifteen (15) days. Each applicant shall be notified in writing of the action of the director and the beginning and ending dates of the leave which is granted. All leaves, except military leave, shall be from a specific date to a specific date. However, any leave may be extended by the director of schools upon written request. Military leave shall be granted for whatever period may be required. The procedure and condition for extending a leave are the same as those used when originally requesting and granting the leave.

Part-time leaves may be granted by the director of schools upon written request for the same conditions as for full-time leave.

Any employee on leave shall notify the director of schools at least thirty (30) days prior to the date of return if the employee does not intend to return to the position from which he is on leave.

Legal References

1. TCA 49-5-702

Cross References

Family and Medical Leave 5.305
Military Leave 5.306
Physical Assault Leave 5.307
Sabbatical Leave 5.308
Legislative Leave 5.309
Interim Employees 5.700

Hickman County School System

Long Term Leaves of Absence and Long Term Leave of Absence for Support Personnel	5.304AP & 5.3041AP

Hickman County Schools Request for Long-Term Leave of Absence

NOTE: There is not a form for short term leave of absence.

I hereby request a long-term leave of absence from my duties as _____

_____ in the _____

School.

Reason: _____

Type of Leave: _____Personal _____ Sick

Number of requested sick days to use: _____

Number of days of Paid Leave _____

Number of days without Pay _____

I understand that I forfeit my rights if I fail to proceed according to this request. I shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if I do not intend to return to this position. I understand failure to render such notice may be considered a breach of contract.

Signature: _____

Date: _____

Recommended by: _____
Principal

Date: _____

Recommended by: _____
Director of Schools

Date: _____

Hickman County Board of Education

	Descriptor Term: **Family and Medical Leave**	Descriptor Code: **5.305**	Issued Date: **08/07/23**
		Rescinds: **5.305**	Issued: **12/05/22**

ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the school system and anyone who has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of FMLA eligibility[1]) during the previous twelve-month period.[2]

GENERAL PRINCIPLES

An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed calendar year for the following reasons:

1. the birth of a child;
2. the placement of a child with the employee for adoption or foster care;
3. a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her job position;
4. the care of a spouse, child, or parent of the employee who has a serious health condition; and
5. any qualifying circumstances arising out of the fact that a spouse, child, or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces.

Granting of leave under this policy shall be subject to, and in accordance with, the provisions of applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run concurrently with and be counted toward the employee's total period of FMLA leave.

MATERNITY/PATERNITY LEAVE

1. *Relationship between FMLA leave and Tennessee Maternity Act leave*- FMLA leave shall run concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees leave for a period not to exceed four (4) months for the adoption, pregnancy, childbirth and nursing of a newborn child.[3]
2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted. Upon verification by a written statement from an adoption agency or other entity handling an adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both adoptive parents are teachers employed by the district, however, only one (1) parent is entitled to use such leave.[4]
3. Spouses who are both eligible employees of the school district are limited to a combined total of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken for birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. Under certain circumstances, spouses who share leave for the birth or

adoption of a child may be eligible for limited amounts of additional leave for other qualifying FMLA reasons.[5]

4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child. An eligible employee taking leave under this provision shall not be required to utilize any other type of accrued leave during this period. Eligible employees include teachers, principals, supervisors, or other individuals required by law to hold a valid license of qualification for employment who have been employed with a school district full time for at least twelve (12) consecutive months.

   Employees shall provide notice to the school district thirty (30) days prior to the intended use of the leave. If the employee learns about the need for leave less than thirty (30) days in advance, the employee shall give notice as soon as reasonably possible in order to be eligible for the paid leave. This paid leave does not need to be taken consecutively; however, the paid leave shall be used within twelve (12) months of the qualifying event. The leave shall run concurrently with FMLA leave.[6]

LEAVE FOR A SERIOUS HEALTH CONDITION[7]

Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she is unable to work because of a serious health condition or to care for an immediate family member with a serious health condition. Granting of such leave shall be subject to the provisions of applicable federal and state laws. Employees shall contact Human Resources to determine if the reason for leave qualifies as Family and Medical Leave. If the leave is foreseeable, the employee shall give thirty (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as practicable—generally, either the same or next business day.

LEAVE FOR MILITARY FAMILY MEMBERS

1. *Qualifying Exigency Leave*[8] - Eligible employees are entitled to up to twelve (12) workweeks of leave because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been notified of an impending call to active duty, or has been notified of an impended call to active duty status, in the Armed Forces. Qualifying exigencies may include:
   a. issues arising from the service member's short notice deployment;
   b. military events and related activities (e.g. official ceremonies, support programs);
   c. making or updating financial and legal arrangements, attending counseling;
   d. taking up to fifteen (15) days leave to spend time with a covered service member who is on short-term rest and recuperation leave during deployment; or
   e. attending post-deployment activities.

2. *Military Caregiver Leave*[9]- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or covered veteran with a serious injury or illness is entitled to up to twenty-six (26) workweeks of leave in a "single twelve (12) month period." A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

   A covered veteran is an individual who was a member of the Armed Forces at any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy.

The calculation of this 5-year period shall not include the interval of October 28, 2009 through March 8, 2013. The "single twelve (12) month period" for leave to military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service member. The maximum of twenty-six (26) workweeks may include no more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, for care of a parent who has a serious health condition, or for the employee's own serious health condition.

INTERMITTENT LEAVE[10]

Eligible employees may take FMLA leave intermittently when medically necessary to care for a seriously ill family member, or because of the employee's own serious health condition, or for the care for a newbom, a newly adopted child, or a newly placed foster care child. When a licensed employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, the school may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment or to transfer temporarily to an available alternative position offered by the school system for which the employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave.

RESTRICTIONS

1. Notice Requirements
   a. *Employee Notice*[11] - For foreseeable leave, the employee shall provide the director of schools with at least thirty (30) days written notice before the beginning of the anticipated leave.

   b. *District Notice* - Once it has been established that the leave requested qualifies for FMLA, the director of schools/ designee shall notify the employee within three (3) business days (absent extenuating circumstances) that any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave, or workers' compensation) shall run concurrently with FMLA leave.[12] The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following pay day.[13]

2. Certification Requirement[14]
   a. The director may require that a request for leave be supported by certification issued by a health care provider with the following information:
      i. the date on which the serious health condition commenced;
      ii. the probable duration of the condition;
      iii. the appropriate medical facts within the knowledge of the health care provider regarding the condition; and
      iv. a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed.

   b. If there is any reason to doubt the validity of the certification provided, the director may require, at the expense of the school system, an opinion of a second health care provider.

3. Period Near the End of an Academic Term (Professional Employees)[15]
   a. If leave is taken more than five (5) weeks prior to the end of the term, the director of schools may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term.

b. If the leave is taken five (5) weeks prior to the end of the term, the director of schools may require the employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of the term.

REQUIREMENTS OF THE BOARD[16]

1. The employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay, or other terms of employment.

2. The employee shall be kept under any group health plan for the duration of the leave.

3. The board may recover the premium paid under the following conditions:
   a. the employee fails to return from leave after the period of leave has expired.
   b. the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
6. Public Acts of 2023, Chapter No. 399
7. 29 CFR § 825.113
8. 29 CFR § 825.126
9. 29 CFR § 825.124; 29 CFR § 825.127
10. 29 CFR § 825.202
11. 29 CFR § 825.302-825.304
12. 29 CFR § 825.207
13. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v, Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
14. 29 CFR § 825.305-825.313
15. 29 CFR § 825.602
16. 29 USCA § 2614

Cross References

Sick Leave 5.302
Long-Term Leaves of Absence 5.304