

## **Johnson City Board of Education Regular Meeting**

**April 4, 2022 6:00 PM**

Central Office

### **1. CALL TO ORDER AND OPENING**

#### 1.A. Call to Order and Welcome

Mrs. Kathy Hall, Board Chair

#### 1.B. Moment of Silence

Mrs. Kathy Hall, Board Chair

#### 1.C. Pledge of allegiance to the flag

Dr. James Jacobs

#### 1.D. Art work on display

Students from Indian Trail

#### 1.E. Update on Indian Trail

Dr. James Jacobs, Principal

### **2. RECOGNITIONS**

### **3. ADOPTION OF AGENDA**

### **4. CORRESPONDENCE, DELEGATIONS AND COMMUNICATIONS**

### **5. REPORTS FROM SUPERINTENDENT AND STAFF**

#### 5.A. Building Projects Update

Mr. Randy Trivette

#### 5.B. Two Middle Schools Transition Update

Mr. Todd Barnett

#### 5.C. Financial Report for February 28, 2022

Ms. Leia Valley

#### 5.D. Update on Sales Tax - PEP

Ms. Leia Valley

### **6. UNFINISHED BUSINESS**

### **7. CONSENT AGENDA**

#### 7.A. Approval of Minutes

#### 7.B. Proposed Fundraiser Activities

7.C. Overnight Field Trip Requests

7.D. Request to write checks over \$5,000

7.E. Request to Transfer Funds

7.F. Tuition Schools for 2022-2023 School Year  
Ms. Tammy Pearce

7.G. 2022-2023 Tuition Rates

7.H. Transfer Application 2022-2023 SY

7.I. Fee List 2022-2023

7.J. Second Reading - Policies - Section 2 (Fiscal Management), Section 5 and  
Section 6 (Students)

7.K. Request for items to be declared surplus

7.L. Request to Purchase Two Way Radios for Indian Trail

## **8. RECOMMENDATIONS FROM THE SUPERINTENDENT FOR ACTION**

8.A. Recommendation for Tenure, April 2022

## **9. NEW BUSINESS**

9.A. Communications Update

## **10. INFORMATION ITEMS**

10.A. BOE Calendar of Events

10.B. Personnel Items

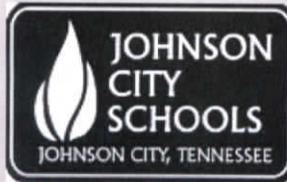
10.C. Donations

## **11. COMMITTEE REPORTS**

## **12. BOARD UPDATES AND DISCUSSION**

## **13. MEETING DATES**

14. **ADJOURNMENT**



## **BELIEFS**

To be successful, Johnson City Schools must...

- Provide the highest quality public education to all students;
- Attract, develop, and retain the very best teachers and staff;
- Engage families, business, community, and government;
- Stay on the cutting edge of educational leadership and practice; and
- Foster a caring, safe, and inclusive environment.

## **MISSION**

To enable all students to achieve excellence.

## **VISION**

To be a progressive school system that is globally competitive in all areas. All students have an equal opportunity to learn and be successful while meeting high expectations and are provided the resources to be healthy, productive citizens and lifelong learners.

## **GOAL**

Advance student achievement in all curricular and extra-curricular programs

## **GOAL**

Pursue and efficiently manage internal and external school funding

## **GOAL**

Promote physical and mental health and wellness in a safe and secure environment

## **GOAL**

Improve communication, collaboration, and involvement

## **GOAL**

Champion innovation and the effective use of technology



# JOHNSON CITY SCHOOLS

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Post Office Box 1517, Johnson City, TN 37605 www.jcschools.org (423) 434-5200 Fax: (423) 218-4968  
Dr. Steve Barnett, Superintendent of Schools

## **JCS Board of Education Recognitions for April April 4, 2022**

### **Students:**

Aaden Nguru- LBMS 8th Grade Student. Qualified for National Geography Bee.

Ryan Gallati: LBMS 8th Grade Student. Qualified for National History Bee.

Julia Gilmore: Appalachian Highlands 2022 Twenty Under 20 Award.

### **National Merit Finalists:**

Sophia Cross

Yeleeya Li

Leon Sarkodie

Kyler Sood

### **Perfect ACT Score:**

Sophia Cross

### **Staff:**

Chad Moore- Certified Tenured Teacher



## **BOARD OF EDUCATION**

Kathy Hall, Chair

Robert Williams, Vice Chair

Michelle Treece, Secretary

Dr. Ginger Carter

Herb Greenlee

Thomas Hager, Jr

Beth Simpson



The mission of the Johnson City Schools is to enable all students to achieve excellence.

# JOHNSON CITY SCHOOLS

## BUILDING PROJECTS UPDATE

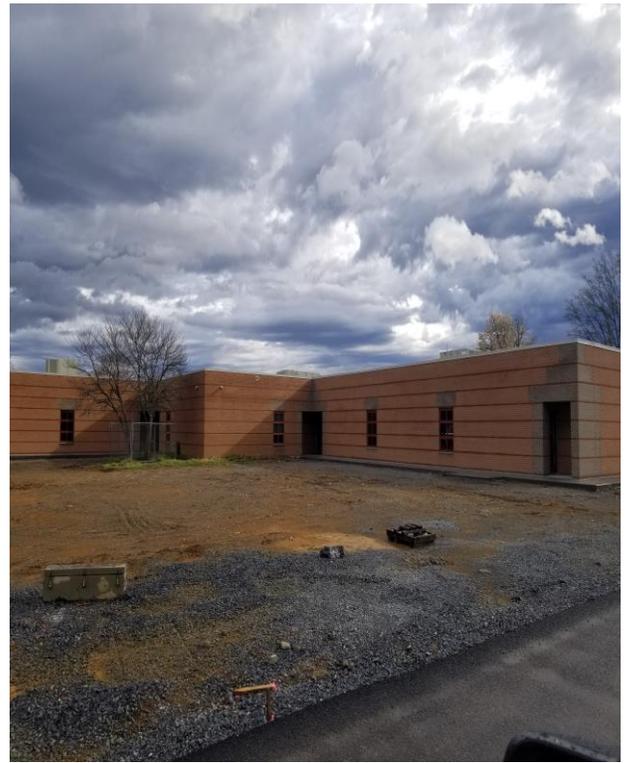
March 26, 2022

**Woodland Elementary (8 classrooms addition):** Phase III wing of existing HVAC upgrade is expected to be completed on March 31st. Phase IV wing will begin on April 11<sup>th</sup> allowing school staff to move from the space the 1<sup>st</sup> week of April. The roof top unit for Phase III will be started by TRANE on the 28<sup>th</sup>. Phase IV HVAC upgrade is expected to be completed by the end of May and then the last phase which includes the Gym and Cafeteria will be completed over the summer. Project is still on track to be completed by the time school begins in August 2022, with contractor punch list being completed after that date. Project bid documents require substantial completion on or before June 3, 2022 for classroom addition and September 15, 2022 for HVAC upgrade of existing facility. HVAC being funded by ESSER 3.0 at \$2,198,685. Progress meetings take place second and fourth Wednesday at 8:30am.

**Lake Ridge Elementary (8 classrooms addition):** First Floor Masonry walls completed and First floor bar joists are installed and metal decking beginning. HVAC upgrades to the kitchen area are nearing completion. HVAC being funded by ESSER 3.0 at \$3,200,795. Progress meetings take place the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 9am.

**Towne Acres Elementary School Courtyard Screening:** We are currently working through the purchasing requirements in order to advertise for bid. We now anticipate opening bids toward the end of April 2022 and presenting to City Commission for approvals in May, with construction possibly starting the first of June 2022. Expect project to be completed before school begins in the fall.

**SHHS Science Lab Renovation:** Architects are submitting documents to State Fire Marshal and local Building Department for review and approval. Expect to receive bids at end of April or early May then present to City Commission for approval and have construction beginning in June 2022. This project is 100% funded by ESSER 2.0 & ESSER 3.0 with a total budget of approx. \$4.7 million.



Woodland Elementary Exterior view of Wings A & B



Lake Ridge First Floor Masonry and Bar Joists installed

**SCHOOL BOARD AGENDA ITEM  
APRIL 2022 MEETING**

**ACTION ITEM**

**TOPIC:** Financial Report for the month ending February 28, 2022.

**BACKGROUND INFORMATION:**

The un-audited financial report for the month ending February 28, 2022, is attached for your review.

**Revenues:**

Revenues received the month of February totaled \$7,563,921, primarily consisting of Property Tax, Local Option Sales Tax, BEP, and the monthly appropriation from the City.

Property Tax revenues for February totaled \$1,240,473. For the year, Property Tax revenues are down 1.8% from the previous year.

The Local Option Sales Tax total received for the month was \$1,653,213. Through February, Local Option Sales Tax collections has seen an increase of 17.6% above last year.

Total revenues at the end of February were \$54,231,381. Total revenues were up 4% from February 2021. Total revenues collected through February were at 67.63% of the budget. This is improved from February 2021, which was at 66.86% of the budget.

**Expenditures:**

Expenditures for the month of February totaled \$6,617,874. Total expenditures for the year through February were \$48,193,112. Benefit Expenditures were down 5.43% from the previous year due to decreased cost of Health Insurance. Last year as of February 28, 2021, \$1,698,667 in additional funds had been transferred to the Health Insurance Fund.

Because of the bonus offered in 20-21 and the decrease in Health Insurance Expenditures, total expenditures were 2.64% below February 2021. Total expenditures at the end of February were at 58.56% of the budget. This is improved from February 2021 in which total expenditures were at 61.94% of the budget.

**Fund Balance:**

Total Fund Balance as of February, 2022 was \$16,247,299. Fund balance exceeded the 2 months operating expenses budgeted goal by \$3,317,576 (25.6%). This is greatly improved from February 2021. Last year Fund Balance was at \$10,952,888 and was short of the goal by 12.6%.

**Tax Rate Information:**

Included is the tax rates for the surrounding systems. These are the updated rates for 2021. Sullivan, Carter, and Hawkins Counties had reappraisal years in 2021.

**Insurance Trust Fund:**

Attached is the Health Insurance Fund Financials for January and February 2022. Through February expenditures totaled \$791,922. Transfers into the fund totaled \$600,000, Prescription Rebates totaled \$262,953 and Stop Loss Reimbursements totaled \$19,253. The balance as of February 28, 2022 in the fund was \$385,111. In March there will be a payment out of the fund to reimburse COBRA premiums to participants that were eligible under the American Rescue Plan Act of 2021 (ARP). There are no other anticipated costs to come out of the account and we will be transferring the funds back to the General Purpose School Fund once payment is processed.

Please feel free to call me if you have questions. (434-5212)

Respectfully Submitted: *Leia Valley*

**Johnson City Schools**  
**Year To Date Comparisons**  
**For the Month Ending February 28, 2022**

|   | <u>Y-T-D</u><br><u>2/28/21</u> | <u>Y-T-D</u><br><u>2/28/22</u> | <u>Difference in</u><br><u>Dollars</u> | <u>Difference in</u><br><u>Percentage</u> | <u>FY21</u> <u>Actual</u>   | <u>FY22</u> <u>Budget</u>    |
|---|--------------------------------|--------------------------------|--|---|-----------------------------|------------------------------|
| <b><u>Revenues:</u></b>   |                                |                                |  |   |                             |                              |
| County Property Tax - Current                                   | \$ 7,454,657                   | \$ 7,317,281                   | \$ (137,376)                           | -1.84%                                    | \$ 11,987,669               | \$ 11,897,264                |
| Local Option Sales Tax  | 10,534,729                     | 12,392,428                     | 1,857,699                              | 17.63%                                    | 17,153,237                  | 15,198,850                   |
| BEP   | 24,239,500                     | 24,765,300                     | 525,800                                | 2.17%                                     | 34,745,962                  | 35,337,000                   |
| Tuition   | 192,231                        | 206,042                        | 13,811                                 | 7.18%                                     | 257,138                     | 250,000                      |
| All Other Revenues  | 9,725,700                      | 9,550,331                      | (175,369)                              | -1.80%                                    | 17,185,942                  | 17,500,299                   |
| <b>Total Revenues</b>   | <b><u>\$ 52,146,816</u></b>    | <b><u>\$ 54,231,381</u></b>    | <b><u>\$ 2,084,564</u></b>             | <b><u>4.00%</u></b>                       | <b><u>\$ 81,329,948</u></b> | <b><u>\$ 80,183,413</u></b>  |
| Percentage of Revenue Budget Collected to Date                  |                                | <b>67.63%</b>                  |  |   |                             |                              |
| Percentage/Dollar Amount of Revenue Budget left to be Collected |                                | <b>32.37%</b>                  |  |   |                             | <b><u>\$ 25,952,032</u></b>  |
| <b><u>Expenditures:</u></b>                                     |                                |                                |  |   |                             |                              |
| Salaries  | \$ 31,709,174                  | \$ 31,652,326                  | \$ (56,848)                            | -0.18%                                    | \$ 49,319,097               | \$ 51,054,863                |
| Benefits  | 11,507,471                     | 10,882,094                     | (625,377)                              | -5.43%                                    | 17,132,660                  | 17,241,526                   |
| Electricity   | 1,015,817                      | 1,041,240                      | 25,423                                 | 2.50%                                     | 1,659,883                   | 1,900,000                    |
| Water/Sewer   | 120,385                        | 171,432                        | 51,047                                 | 42.40%                                    | 213,323                     | 240,000                      |
| Natural Gas   | 108,997                        | 167,555                        | 58,558                                 | 53.72%                                    | 187,660                     | 230,000                      |
| Disposal Fees   | 72,842                         | 71,497                         | (1,345)                                | -1.85%                                    | 124,325                     | 126,076                      |
| Gasoline  | 10,928                         | 21,324                         | 10,396                                 | 95.13%                                    | 24,872                      | 40,000                       |
| Technology/Instructional Equipment                              | 312,060                        | 33,149                         | (278,911)                              | -89.38%                                   | 373,705                     | 238,820                      |
| Capital Outlay  | 148,332                        | 62,566                         | (85,766)                               | -57.82%                                   | 193,027                     | 380,087                      |
| All Other Expenditures  | 4,495,211                      | 4,089,930                      | (405,281)                              | -9.02%                                    | 10,200,918                  | 10,842,377                   |
| <b>Total Expenditures</b>                                       | <b><u>\$ 49,501,217</u></b>    | <b><u>\$ 48,193,112</u></b>    | <b><u>\$ (1,308,105)</u></b>           | <b><u>-2.64%</u></b>                      | <b><u>\$ 79,429,470</u></b> | <b><u>\$ 82,293,749</u></b>  |
| Percentage of Expenditure Budget Spent to Date                  |                                | <b>58.56%</b>                  |  |   |                             |                              |
| Percentage/Dollar Amount of Expenditure Budget remaining        |                                | <b>41.44%</b>                  |  |   |                             | <b><u>\$ 34,100,637</u></b>  |
| <b>Year-To-Date Revenues Over (Under) Expenditures</b>          | <b><u>\$ 2,645,600</u></b>     | <b><u>\$ 6,038,269</u></b>     | <b><u>\$ 3,392,669</u></b>             | <b><u>128.24%</u></b>                     | <b><u>\$ 1,900,478</u></b>  | <b><u>\$ (2,110,336)</u></b> |

% of Fiscal Year Complete **66.67%**  
 % of Fiscal Year Remaining **33.33%**

**BOE POLICY 2.100 RESERVE FUNDS**

|   |        |                              |
|---|--------|------------------------------|
| <b>Total Expenditure Budget - FY22 Budget</b>               | \$     | 82,293,749                   |
| Less:   |        |                              |
| Operating Transfers   | \$     | 95,179                       |
| Debt Service  | \$     | 2,523,124                    |
| Capital Outlay  | \$     | 380,087                      |
| Early Childhood   | \$     | 393,013                      |
| Educare   | \$     | 1,324,008                    |
| Total to deduct   | \$     | <u>4,715,411</u>             |
| <br><b>Total Operating Budget</b>                           | <br>\$ | <br><b>77,578,338</b>        |
| <br>16% of the General Purpose School Fund Operating Budget | <br>\$ | <br><u><u>12,929,982</u></u> |
| <br><b>Monthly Operating Expense:</b>                       |        |                              |
| Annual Operating Expense Budget                             | \$     | 77,578,338                   |
| <br>Monthly Operating Expenses Budgeted                     | <br>\$ | <br>6,464,862                |
| <b>2 Months Operating Expenses Budgeted</b>                 | \$     | <u><u>12,929,723</u></u>     |

|  |
|--|
| <p><b>BOE Policy 2.100 as revised at the 5 o'clock 2-3-2014 BOE Meeting</b><br/> <b>First reading April 2014</b><br/> <b>Second reading May 2014</b></p> |
|--|

|  |        |                             |
|--|--------|-----------------------------|
| <b>Current Standing on Target Fund Balance</b>   |        |                             |
| <b>*Target Unrestricted Fund Balance (as recommended at 2-3-2014 BOE Policy Meeting) 2 Months Operating Expenditures</b> | \$     | <b>12,929,723</b>           |
| <b>Current Fund Balance:</b>   |        |                             |
| 3% Fund Balance  | \$     | 2,351,262                   |
| Beginning of the Year Undesignated   | \$     | 7,208,430                   |
| Current Revenues vs Expenditures   | \$     | 6,038,269                   |
| Other Reserves   | \$     | 649,337                     |
| Total Fund Balance   | \$     | <u>16,247,299</u>           |
| <br><b>Target Overage as of 2/28/2022</b>  | <br>\$ | <br><u><u>3,317,576</u></u> |



**JOHNSON CITY SCHOOLS**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**

**For the Period Ended February 28, 2022**

|                                      |     |  |  | Amended              | Actual               | Budget Amount        | Percentage        |
|--------------------------------------|-----|--|--|----------------------|----------------------|----------------------|-------------------|
|                                      |     |  |  | Budget               | Amounts              | Remaining            | of Budget to Date |
|                                      |     |  |  |                      |                      |                      | 66.67%            |
|                                      |     |  |  |                      |                      |                      |                   |
|                                      |     | <b>Total Other Sources</b>                           |  | <b>\$ 14,159,584</b> | <b>\$ 7,751,357</b>  | <b>\$ 6,408,226</b>  | <b>54.74%</b>     |
|                                      |     |  |  |                      |                      |                      |                   |
|                                      |     | <b>Total Revenues</b>                                |  | <b>\$ 80,183,413</b> | <b>\$ 54,231,381</b> | <b>\$ 25,952,032</b> | <b>67.63%</b>     |
|                                      |     |  |  |                      |                      |                      |                   |
| <b>APPROPRIATIONS (Expenditures)</b> |     |  |  | Amended              | Actual               | Budget Amount        | Percentage        |
|                                      |     |  |  | Budget               | Amounts              | Remaining            | of Budget to Date |
|                                      |     | <b>INSTRUCTION</b>                                   |  |                      |                      |                      |                   |
| 71100                                | 116 | Teachers   |  | \$ 28,346,000        | 17,931,731           | \$ 10,414,269        | 63.26%            |
| 71100                                | 116 | Safety Net Program (1-031)                           |  | \$ 49,000            | 4,568                | \$ 44,433            | 9.32%             |
| 71100                                | 116 | RTI (534)  |  | \$ 616,080           | 365,246              | \$ 250,834           | 59.29%            |
| 71100                                | 116 | Four-Year Transition Plan (2-301)                    |  | \$ 5,000             | -                    | \$ 5,000             | 0.00%             |
| 71100                                | 116 | Local Extended Contract (1-578)                      |  | \$ 106,397           | 19,476               | \$ 86,921            | 18.31%            |
| 71100                                | 116 | Mountain View Orchestra (9-581)                      |  | \$ 8,825             | -                    | \$ 8,825             | 0.00%             |
| 71100                                | 116 | Curriculum Development (538)                         |  | \$ 22,000            | 2,745                | \$ 19,255            | 12.48%            |
| 71100                                | 116 | Teacher Stipends for Online Learning (555)           |  | \$ 20,000            | 13,290               | \$ 6,710             | 66.45%            |
| 71100                                | 117 | Career Ladder  |  | \$ 73,000            | 28,500               | \$ 44,500            | 39.04%            |
| 71100                                | 163 | Educational Assistants                               |  | \$ 799,884           | 482,169              | \$ 317,715           | 60.28%            |
| 71100                                | 189 | Duty Free Lunch                                      |  | \$ 1,500             | -                    | \$ 1,500             | 0.00%             |
| 71100                                | 195 | Substitute Teachers Certified                        |  | \$ 159,650           | 57,790               | \$ 101,860           | 36.20%            |
| 71100                                | 198 | Substitute Teachers - Non Certified                  |  | \$ 286,275           | 173,494              | \$ 112,781           | 60.60%            |
| 71100                                | 201 | Social Security                                      |  | \$ 1,796,847         | 1,108,127            | \$ 688,720           | 61.67%            |
| 71100                                | 204 | Retirement   |  | \$ 2,800,116         | 1,870,443            | \$ 929,674           | 66.80%            |
| 71100                                | 206 | Life Insurance                                       |  | \$ 72,061            | 39,497               | \$ 32,564            | 54.81%            |
| 71100                                | 207 | Medical Insurance                                    |  | \$ 4,339,940         | 3,029,788            | \$ 1,310,152         | 69.81%            |
| 71100                                | 208 | Dental Insurance                                     |  | \$ 183,166           | 120,503              | \$ 62,663            | 65.79%            |
| 71100                                | 210 | Unemployment   |  | \$ 50,000            | 7,612                | \$ 42,388            | 15.22%            |
| 71100                                | 211 | Local Retirement                                     |  | \$ 38,520            | 10,008               | \$ 28,512            | 25.98%            |
| 71100                                | 212 | Medicare   |  | \$ 442,307           | 261,451              | \$ 180,856           | 59.11%            |
| 71100                                | 216 | Other Post Employment Benefits (Retiree Insurance)   |  | \$ 655,500           | 354,093              | \$ 301,407           | 54.02%            |
| 71100                                | 217 | Retirement-Hybrid Stabilization                      |  | \$ 138,000           | 91,190               | \$ 46,810            | 66.08%            |
| 71100                                | 336 | Performing Music Maintenance and Repair Equipment    |  | \$ 4,039             | 5,417                | \$ (1,378)           | 134.13%           |
| 71100                                | 356 | Tuition  |  | \$ 3,000             | 2,040                | \$ 960               | 68.00%            |
| 71100                                | 399 | Other Contracted Services (Site-Based check-copiers) |  | \$ 95,231            | 95,231               | \$ -                 | 100.00%           |
| 71100                                | 399 | RTI (1-534)  |  | \$ 21,000            | 19,950               | \$ 1,050             | 95.00%            |
| 71100                                | 399 | Edmentum (Credit Recovery) 1-519                     |  | \$ 61,000            | 60,083               | \$ 917               | 98.50%            |
| 71100                                | 399 | Public Chapter 426, Public Acts of 2011 (1-532)      |  | \$ 40,000            | 30,933               | \$ 9,067             | 77.33%            |
| 71100                                | 399 | Subscription Renewal - Nearpod (1-536)               |  | \$ 30,000            | 38,000               | \$ (8,000)           | 126.67%           |
| 71100                                | 399 | Subscription Renewal - Brain Pop (1-536)             |  | \$ 20,000            | -                    | \$ 20,000            | 0.00%             |
| 71100                                | 399 | Subscription Renewal - Hapara                        |  | \$ 26,000            | 28,100               | \$ (2,100)           | 108.08%           |
| 71100                                | 399 | Subscription Renewal - Study Island                  |  | \$ 50,000            | 50,456               | \$ (456)             | 100.91%           |
| 71100                                | 399 | Subscription Renewal - Canvas                        |  | \$ 58,000            | 57,707               | \$ 293               | 99.49%            |
| 71100                                | 399 | Subscription - Generation Genius                     |  | \$ -                 | 8,955                | \$ (8,955)           | #DIV/0!           |
| 71100                                | 399 | Other Contracted Services                            |  | \$ -                 | 9,808                | \$ (9,808)           | #DIV/0!           |
| 71100                                | 429 | Instructional Supplies and Materials                 |  | \$ 223,717           | 223,717              | \$ -                 | 100.00%           |
| 71100                                | 429 | Forward Funding                                      |  | \$ 61,406            | 61,406               | \$ -                 | 100.00%           |
| 71100                                | 429 | Summer School Supplies (1-033)                       |  | \$ 5,000             | -                    | \$ 5,000             | 0.00%             |
| 71100                                | 429 | AP - Instructional Supplies (2-583)                  |  | \$ 5,500             | 270                  | \$ 5,230             | 4.92%             |
| 71100                                | 429 | RTI - (1-534)  |  | \$ 12,000            | 3,167                | \$ 8,833             | 26.39%            |
| 71100                                | 429 | Instructional Supplies - Science Materials           |  | \$ 7,232             | 7,232                | \$ -                 | 100.00%           |
| 71100                                | 429 | Instructional Supplies - STEAM (536) +1K Donation    |  | \$ 15,000            | 3,400                | \$ 11,600            | 22.67%            |
| 71100                                | 429 | Instructional Supplies - Special Budget Request      |  | \$ 7,510             | -                    | \$ 7,510             | 0.00%             |
| 71100                                | 449 | Textbooks  |  | \$ 196,000           | 48,116               | \$ 147,884           | 24.55%            |
| 71100                                | 449 | Reserved Textbook Funds                              |  | \$ 130,416           | -                    | \$ 130,416           | 0.00%             |
| 71100                                | 449 | Reserved for Encumbrances                            |  | \$ 66,564            | 3,454                | \$ 63,110            | 5.19%             |
| 71100                                | 499 | Other Supplies and Materials                         |  | \$ 1,000             | 1,000                | \$ -                 | 100.00%           |
| 71100                                | 535 | Fee Waiver Student Fees                              |  | \$ 136,815           | 136,815              | \$ -                 | 100.00%           |

**JOHNSON CITY SCHOOLS**

**Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended February 28, 2022**

|  |     |  |           |                          | 66.67%                   |                          |                      |                          |
|--|-----|--|-----------|--------------------------|--------------------------|--------------------------|----------------------|--------------------------|
|  |     |  |           |                          | <b>Amended</b>           | <b>Actual</b>            | <b>Budget Amount</b> | <b>Percentage</b>        |
|  |     |  |           |                          | <b>Budget</b>            | <b>Amounts</b>           | <b>Remaining</b>     | <b>of Budget to Date</b> |
| 71100                                  | 535 | Fee Waiver Student Performing Music            | \$        | 3,155                    | 3,155                    | \$ -                     | 100.00%              |                          |
| 71100                                  | 722 | Regular Instruction Equipment                  | \$        | 110,194                  | 18,091                   | \$ 92,103                | 16.42%               |                          |
| 71100                                  | 722 | Performing Music Equipment                     | \$        | 32,431                   | 6,863                    | \$ 25,568                | 21.16%               |                          |
| 71100                                  | 722 | Instruction Equipment - Special Budget Request | \$        | 86,099                   | -                        | \$ 86,099                | 0.00%                |                          |
| 71100                                  | 722 | Reserved for Encumbrances                      | \$        | 10,096                   | 8,195                    | \$ 1,901                 | 81.17%               |                          |
| <b>Total Instruction</b>               |     |  | <b>\$</b> | <b><u>42,528,473</u></b> | <b><u>26,903,283</u></b> | <b><u>15,625,190</u></b> | <b>63.26%</b>        |                          |
| <b>Alternative Instruction Program</b> |     |  |           |                          |                          |                          |                      |                          |
| 71150                                  | 116 | Teachers                                       | \$        | 686,970                  | 427,178                  | \$ 259,792               | 62.18%               |                          |
| 71150                                  | 163 | Educational Assistants                         | \$        | 128,010                  | 79,918                   | \$ 48,092                | 62.43%               |                          |
| 71150                                  | 201 | Social Security                                | \$        | 49,715                   | 29,574                   | \$ 20,141                | 59.49%               |                          |
| 71150                                  | 204 | Retirement                                     | \$        | 88,221                   | 54,147                   | \$ 34,074                | 61.38%               |                          |
| 71150                                  | 206 | Life Insurance                                 | \$        | 1,956                    | 1,127                    | \$ 829                   | 57.61%               |                          |
| 71150                                  | 207 | Medical Insurance                              | \$        | 106,908                  | 74,468                   | \$ 32,440                | 69.66%               |                          |
| 71150                                  | 208 | Dental Insurance                               | \$        | 4,510                    | 2,239                    | \$ 2,271                 | 49.65%               |                          |
| 71150                                  | 211 | Local Retirement                               | \$        | 7,368                    | 2,514                    | \$ 4,854                 | 34.12%               |                          |
| 71150                                  | 212 | Medicare                                       | \$        | 11,817                   | 6,916                    | \$ 4,901                 | 58.53%               |                          |
| 71150                                  | 399 | Other Contracted Services                      | \$        | 5,100                    | 5,100                    | \$ -                     | 100.00%              |                          |
| 71150                                  | 429 | Instructional Supplies and Materials           | \$        | 13,418                   | 13,418                   | \$ -                     | 100.00%              |                          |
| 71150                                  | 499 | Other Supplies and Materials                   | \$        | 8,993                    | 8,993                    | \$ -                     | 100.00%              |                          |
| 71150                                  | 599 | Other Charges                                  | \$        | 3,000                    | 3,000                    | \$ -                     | 100.00%              |                          |
| 71150                                  | 722 | Regular Instruction Equipment                  | \$        | 7,094                    | 6,534                    | \$ 560                   | 92.11%               |                          |
| <b>Total Alternative Instruction</b>   |     |  | <b>\$</b> | <b><u>1,123,080</u></b>  | <b><u>715,127</u></b>    | <b><u>407,953</u></b>    | <b>63.68%</b>        |                          |
| <b>SPECIAL EDUCATION</b>               |     |  |           |                          |                          |                          |                      |                          |
| 71200                                  | 116 | Teachers                                       | \$        | 2,618,340                | 1,644,981                | \$ 973,359               | 62.83%               |                          |
| 71200                                  | 117 | Career Ladder                                  | \$        | 10,000                   | 5,000                    | \$ 5,000                 | 50.00%               |                          |
| 71200                                  | 163 | Educational Assistants                         | \$        | 573,460                  | 365,418                  | \$ 208,042               | 63.72%               |                          |
| 71200                                  | 171 | Speech Pathologist                             | \$        | 403,410                  | 289,147                  | \$ 114,263               | 71.68%               |                          |
| 71200                                  | 201 | Social Security                                | \$        | 223,700                  | 133,082                  | \$ 90,618                | 59.49%               |                          |
| 71200                                  | 204 | Retirement                                     | \$        | 312,253                  | 198,130                  | \$ 114,123               | 63.45%               |                          |
| 71200                                  | 206 | Life Insurance                                 | \$        | 8,801                    | 4,508                    | \$ 4,293                 | 51.23%               |                          |
| 71200                                  | 207 | Medical Insurance                              | \$        | 477,513                  | 323,139                  | \$ 154,374               | 67.67%               |                          |
| 71200                                  | 208 | Dental Insurance                               | \$        | 17,361                   | 11,541                   | \$ 5,820                 | 66.48%               |                          |
| 71200                                  | 211 | Local Retirement                               | \$        | 14,172                   | 5,586                    | \$ 8,586                 | 39.41%               |                          |
| 71200                                  | 212 | Medicare                                       | \$        | 53,175                   | 31,379                   | \$ 21,796                | 59.01%               |                          |
| 71200                                  | 217 | Retirement-Hybrid Stabilization                | \$        | 20,500                   | 13,580                   | \$ 6,920                 | 66.25%               |                          |
| 71200                                  | 429 | Instructional Supplies and Materials           | \$        | 42,650                   | 10,837                   | \$ 31,813                | 25.41%               |                          |
| <b>Total Special Education</b>         |     |  | <b>\$</b> | <b><u>4,775,335</u></b>  | <b><u>3,036,328</u></b>  | <b><u>1,739,007</u></b>  | <b>63.58%</b>        |                          |
| <b>VOCATIONAL INSTRUCTION</b>          |     |  |           |                          |                          |                          |                      |                          |
| 71300                                  | 116 | Teachers                                       | \$        | 1,505,010                | 954,088                  | \$ 550,922               | 63.39%               |                          |
| 71300                                  | 117 | Career Ladder                                  | \$        | 5,000                    | 2,500                    | \$ 2,500                 | 50.00%               |                          |
| 71300                                  | 163 | Educational Assistants                         | \$        | 46,410                   | 29,296                   | \$ 17,114                | 63.13%               |                          |
| 71300                                  | 201 | Social Security                                | \$        | 94,943                   | 57,440                   | \$ 37,503                | 60.50%               |                          |
| 71300                                  | 204 | Retirement                                     | \$        | 156,776                  | 97,889                   | \$ 58,887                | 62.44%               |                          |
| 71300                                  | 206 | Life Insurance                                 | \$        | 3,735                    | 2,154                    | \$ 1,581                 | 57.68%               |                          |
| 71300                                  | 207 | Medical Insurance                              | \$        | 204,375                  | 131,640                  | \$ 72,735                | 64.41%               |                          |
| 71300                                  | 208 | Dental Insurance                               | \$        | 9,021                    | 4,258                    | \$ 4,763                 | 47.20%               |                          |
| 71300                                  | 211 | Local Retirement                               | \$        | 1,535                    | 624                      | \$ 911                   | 40.67%               |                          |
| 71300                                  | 212 | Medicare                                       | \$        | 22,568                   | 13,434                   | \$ 9,134                 | 59.52%               |                          |
| 71300                                  | 217 | Retirement-Hybrid Stabilization                | \$        | 4,000                    | 2,375                    | \$ 1,625                 | 59.38%               |                          |
| 71300                                  | 399 | Other Contracted Services                      | \$        | 5,000                    | 5,000                    | \$ -                     | 100.00%              |                          |
| 71300                                  | 429 | Instructional Supplies and Materials           | \$        | 36,362                   | 17,090                   | \$ 19,272                | 47.00%               |                          |
| 71300                                  | 429 | Forward Funding                                | \$        | 4,000                    | 4,000                    | \$ -                     | 100.00%              |                          |

**JOHNSON CITY SCHOOLS**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**

**For the Period Ended February 28, 2022**

|       |     |  |                     |                     |                   | 66.67%            |
|-------|-----|--|---------------------|---------------------|-------------------|-------------------|
|       |     |  |                     |                     |                   | Percentage        |
|       |     |  |                     |                     |                   | of Budget to Date |
|       |     |  |                     |                     |                   | Amended           |
|       |     |  |                     |                     |                   | Actual            |
|       |     |  |                     |                     |                   | Budget Amount     |
|       |     |  |                     |                     |                   | Remaining         |
|       |     |  |                     |                     |                   | Budget            |
|       |     |  |                     |                     |                   | Amounts           |
|       |     |  |                     |                     |                   | of Budget to Date |
|       |     | <b>Total Vocational Instruction</b>            | <b>\$ 2,098,735</b> | <b>\$ 1,321,788</b> | <b>\$ 776,947</b> | <b>62.98%</b>     |
|       |     | <b>ATTENDANCE</b>                              |                     |                     |                   |                   |
| 72110 | 471 | Software Maintenance                           | \$ 46,000           | 45,851              | \$ 149            | 99.68%            |
|       |     | <b>Total Attendance</b>                        | <b>\$ 46,000</b>    | <b>\$ 45,851</b>    | <b>\$ 149</b>     | <b>99.68%</b>     |
|       |     | <b>HEALTH SERVICES</b>                         |                     |                     |                   |                   |
| 72120 | 131 | Medical Personnel                              | \$ 389,530          | 46,716              | \$ 342,814        | 11.99%            |
| 72120 | 201 | Social Security                                | \$ 28,397           | 2,802               | \$ 25,595         | 9.87%             |
| 72120 | 204 | Retirement                                     | \$ 34,931           | 3,117               | \$ 31,814         | 8.92%             |
| 72120 | 206 | Life Insurance                                 | \$ 1,117            | 393                 | \$ 724            | 35.21%            |
| 72120 | 207 | Medical Insurance                              | \$ 115,400          | 9,086               | \$ 106,314        | 7.87%             |
| 72120 | 208 | Dental Insurance                               | \$ 3,600            | 300                 | \$ 3,300          | 8.34%             |
| 72120 | 212 | Medicare                                       | \$ 6,750            | 655                 | \$ 6,095          | 9.71%             |
| 72120 | 217 | Retirement-Hybrid Stabilization                | \$ -                | 1,354               | \$ (1,354)        | #DIV/0!           |
| 72120 | 355 | Travel   | \$ 1,800            | 1                   | \$ 1,799          | 0.07%             |
| 72120 | 399 | Other Contracted Services                      | \$ 40,320           | 26,325              | \$ 13,995         | 65.29%            |
| 72120 | 413 | Drugs & Medical Supplies                       | \$ 3,580            | 1,550               | \$ 2,030          | 43.30%            |
| 72120 | 499 | Other Supplies & Materials                     | \$ 19,700           | 11,892              | \$ 7,808          | 60.37%            |
| 72120 | 524 | Staff Development                              | \$ 1,000            | 251                 | \$ 749            | 25.12%            |
| 72120 | 735 | Health Equipment                               | \$ 40,500           | 8,425               | \$ 32,075         | 20.80%            |
|       |     | <b>Total Health Services</b>                   | <b>\$ 686,625</b>   | <b>\$ 112,868</b>   | <b>\$ 573,758</b> | <b>16.44%</b>     |
|       |     | <b>STUDENT SUPPORT</b>                         |                     |                     |                   |                   |
| 72130 | 117 | Career Ladder                                  | \$ 6,000            | 2,000               | \$ 4,000          | 33.33%            |
| 72130 | 123 | Guidance Personnel                             | \$ 1,293,500        | 751,794             | \$ 541,706        | 58.12%            |
| 72130 | 161 | Secretary                                      | \$ 42,330           | 24,640              | \$ 17,690         | 58.21%            |
| 72130 | 189 | Other Salaries & Benefits                      | \$ 59,160           | 39,396              | \$ 19,764         | 66.59%            |
| 72130 | 201 | Social Security                                | \$ 82,278           | 47,305              | \$ 34,973         | 57.49%            |
| 72130 | 204 | Retirement                                     | \$ 144,833          | 84,404              | \$ 60,429         | 58.28%            |
| 72130 | 206 | Life Insurance                                 | \$ 3,237            | 1,905               | \$ 1,332          | 58.85%            |
| 72130 | 207 | Medical Insurance                              | \$ 201,300          | 122,380             | \$ 78,920         | 60.79%            |
| 72130 | 208 | Dental Insurance                               | \$ 7,487            | 4,254               | \$ 3,233          | 56.82%            |
| 72130 | 212 | Medicare                                       | \$ 19,558           | 11,064              | \$ 8,494          | 56.57%            |
| 72130 | 217 | Retirement-Hybrid Stabilization                | \$ 6,000            | 4,506               | \$ 1,494          | 75.10%            |
| 72130 | 322 | Evaluation & Testing                           | \$ 30,000           | -                   | \$ 30,000         | 0.00%             |
| 72130 | 322 | AP Testing (2-583)                             | \$ 105,000          | -                   | \$ 105,000        | 0.00%             |
| 72130 | 399 | Other Contracted Services - Pre-ACT Assessment | \$ 8,000            | -                   | \$ 8,000          | 0.00%             |
| 72130 | 790 | Other Equipment (1-529)                        | \$ 2,500            | -                   | \$ 2,500          | 0.00%             |
|       |     | <b>Total Student Support</b>                   | <b>\$ 2,011,183</b> | <b>\$ 1,093,648</b> | <b>\$ 917,535</b> | <b>54.38%</b>     |
|       |     | <b>INSTRUCTION SUPPORT</b>                     |                     |                     |                   |                   |
| 72210 | 105 | Administration                                 | \$ 694,620          | 414,563             | \$ 280,057        | 59.68%            |
| 72210 | 117 | Career Ladder                                  | \$ 11,000           | 3,500               | \$ 7,500          | 31.82%            |
| 72210 | 129 | Librarians                                     | \$ 759,900          | 478,725             | \$ 281,175        | 63.00%            |
| 72210 | 137 | Educational Media Personnel                    | \$ 301,104          | 189,206             | \$ 111,898        | 62.84%            |
| 72210 | 161 | Secretary                                      | \$ 109,960          | 71,057              | \$ 38,903         | 64.62%            |
| 72210 | 189 | Other Salaries and Wages                       | \$ 456,960          | 184,839             | \$ 272,121        | 40.45%            |
| 72210 | 189 | Other Salaries and Wages - Phase 2             | \$ 20,500           | -                   | \$ 20,500         | 0.00%             |
| 72210 | 201 | Social Security                                | \$ 141,736          | 78,100              | \$ 63,636         | 55.10%            |
| 72210 | 204 | Retirement                                     | \$ 238,916          | 131,433             | \$ 107,483        | 55.01%            |
| 72210 | 206 | Life Insurance                                 | \$ 5,577            | 2,799               | \$ 2,778          | 50.19%            |
| 72210 | 207 | Medical Insurance                              | \$ 245,745          | 164,661             | \$ 81,084         | 67.01%            |
| 72210 | 208 | Dental Insurance                               | \$ 8,862            | 5,882               | \$ 2,980          | 66.38%            |
| 72210 | 211 | Local Retirement                               | \$ 11,975           | 6,714               | \$ 5,261          | 56.07%            |
| 72210 | 212 | Medicare                                       | \$ 33,691           | 18,470              | \$ 15,221         | 54.82%            |
| 72210 | 217 | Retirement-Hybrid Stabilization                | \$ -                | 44                  | \$ (44)           | #DIV/0!           |

**JOHNSON CITY SCHOOLS**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**

**For the Period Ended February 28, 2022**

|       |     |  |                     |                     |                      |                          |        |
|-------|-----|--|---------------------|---------------------|----------------------|--------------------------|--------|
|       |     |  |                     |                     |                      |                          | 66.67% |
|       |     |  | <b>Amended</b>      | <b>Actual</b>       | <b>Budget Amount</b> | <b>Percentage</b>        |        |
|       |     |  | <b>Budget</b>       | <b>Amounts</b>      | <b>Remaining</b>     | <b>of Budget to Date</b> |        |
| 72210 | 355 | Travel   | \$ 11,000           | 1,698               | \$ 9,302             | 15.44%                   |        |
| 72210 | 355 | Travel Academic Competitions - Robotics Team (5K) (16-572) | \$ 10,000           | -                   | \$ 10,000            | 0.00%                    |        |
| 72210 | 355 | AP Travel  | \$ 500              | -                   | \$ 500               | 0.00%                    |        |
| 72210 | 399 | Niswonger Class Fees (555)                                 | \$ 5,000            | 375                 | \$ 4,625             | 7.50%                    |        |
| 72210 | 399 | Contracted Services Niswonger Consortium Fee (555)         | \$ 21,800           | 20,996              | \$ 804               | 96.31%                   |        |
| 72210 | 399 | Other Contracted Services (5\$ Transact)                   | \$ 9,500            | 8,652               | \$ 848               | 91.07%                   |        |
| 72210 | 399 | Other Contracted Services-Safety Net Program (1-031)       | \$ 41,000           | -                   | \$ 41,000            | 0.00%                    |        |
| 72210 | 399 | Other Contracted Services - Frontline                      | \$ 26,000           | 26,794              | \$ (794)             | 103.05%                  |        |
| 72210 | 399 | Other Contracted Services - Robotics Team (16-572)         | \$ 1,000            | -                   | \$ 1,000             | 0.00%                    |        |
| 72210 | 399 | Other Contracted Services - Bloomz                         | \$ -                | 16,121              | \$ (16,121)          | #DIV/0!                  |        |
| 72210 | 399 | Other Contracted Services - 504 Online System              | \$ -                | 6,250               | \$ (6,250)           | #DIV/0!                  |        |
| 72210 | 399 | Other Contracted Services - Major Clarity                  | \$ -                | 5,175               | \$ (5,175)           | #DIV/0!                  |        |
| 72210 | 399 | Other Contracted Services - Mystery Science                | \$ -                | 9,992               | \$ (9,992)           | #DIV/0!                  |        |
| 72210 | 399 | At-Risk Services (1-964)                                   | \$ 1,000            | -                   | \$ 1,000             | 0.00%                    |        |
| 72210 | 399 | Random Drug Testing (DOT Physicals)                        | \$ 16,000           | 6,002               | \$ 9,998             | 37.51%                   |        |
| 72210 | 399 | Mental Health Services (Prior HEROES) (964)                | \$ -                | -                   | \$ -                 | #DIV/0!                  |        |
| 72210 | 399 | Contracted Services - RC (1-030)                           | \$ 2,400            | 1,479               | \$ 921               | 61.64%                   |        |
| 72210 | 399 | Internal Assessment Platform - Illuminate                  | \$ 64,000           | 50,761              | \$ 13,239            | 79.31%                   |        |
| 72210 | 399 | Other Contracted Services (Misc)                           | \$ 20,000           | 12,291              | \$ 7,709             | 61.46%                   |        |
| 72210 | 432 | Library Books Media  | \$ 28,430           | 28,430              | \$ -                 | 100.00%                  |        |
| 72210 | 471 | Software Maintenance - Library Software                    | \$ 15,999           | 10,499              | \$ 5,500             | 65.62%                   |        |
| 72210 | 499 | Other Supplies & Materials                                 | \$ 10,000           | 3,288               | \$ 6,712             | 32.88%                   |        |
| 72210 | 499 | Other Supplies & Materials - Reserved for Encumbrances     | \$ 7,526            | 7,099               | \$ 427               | 94.33%                   |        |
| 72210 | 499 | Mclass Amplify Program (1-524)                             | \$ 30,000           | 23,880              | \$ 6,120             | 79.60%                   |        |
| 72210 | 499 | Other Supplies & Materials-RC (1-030)                      | \$ 7,700            | 1,642               | \$ 6,058             | 21.32%                   |        |
| 72210 | 499 | Other Supplies and Materials - Robotics Team (16-572)      | \$ 5,000            | -                   | \$ 5,000             | 0.00%                    |        |
| 72210 | 499 | Shoe Fund (1-520)  | \$ 14,811           | -                   | \$ 14,811            | 0.00%                    |        |
| 72210 | 499 | Raptor (964)   | \$ 2,400            | -                   | \$ 2,400             | 0.00%                    |        |
| 72210 | 499 | Homeless Donations (701)                                   | \$ 10,977           | 4,410               | \$ 6,567             | 40.17%                   |        |
| 72210 | 524 | Teacher Leadership Academy (537)                           | \$ 34,500           | 16,882              | \$ 17,618            | 48.93%                   |        |
| 72210 | 524 | In-service Staff Dev. System Wide/School Based             | \$ 148,208          | 56,856              | \$ 91,352            | 38.36%                   |        |
| 72210 | 524 | Reserved for Encumbrances                                  | \$ 541              | 541                 | \$ -                 | 100.00%                  |        |
| 72210 | 524 | AP Staff Development (2-583)                               | \$ 10,000           | 970                 | \$ 9,030             | 9.70%                    |        |
| 72210 | 599 | Non Revenue Producing Sports \$30K (25/5)                  | \$ 48,000           | 10,158              | \$ 37,842            | 21.16%                   |        |
| 72210 | 599 | Other Charges  | \$ 4,000            | -                   | \$ 4,000             | 0.00%                    |        |
| 72210 | 790 | Non Revenue Producing Sports - Arts \$20K (15/5)           | \$ 20,000           | 597                 | \$ 19,403            | 2.98%                    |        |
| 72210 | 790 | Reserved for Encumbrances                                  | \$ 3,498            | 1,607               | \$ 1,891             | 45.94%                   |        |
| 72210 | 790 | Safety - Radios (1-964) - Elementary                       | \$ 5,000            | 495                 | \$ 4,505             | 9.90%                    |        |
| 72210 | 790 | Other Equipment  | \$ 5,000            | 2,095               | \$ 2,905             | 41.90%                   |        |
|       |     | <b>Total Instruction Support</b>                           | <b>\$ 3,681,336</b> | <b>\$ 2,086,030</b> | <b>\$ 1,595,306</b>  | <b>56.67%</b>            |        |
|       |     | <b>ALTERNATIVE INSTRUCTIONAL SUPPORT</b>                   |                     |                     |                      |                          |        |
| 72215 | 161 | Secretaries  | \$ 38,250           | 25,390              | \$ 12,860            | 66.38%                   |        |
| 72215 | 201 | Social Security  | \$ 2,333            | 1,461               | \$ 872               | 62.61%                   |        |
| 72215 | 204 | Retirement   | \$ 7,784            | 5,167               | \$ 2,617             | 66.38%                   |        |
| 72215 | 206 | Life Insurance   | \$ 92               | 55                  | \$ 37                | 59.72%                   |        |
| 72215 | 207 | Medical Insurance  | \$ 5,443            | 2,864               | \$ 2,579             | 52.63%                   |        |
| 72215 | 208 | Dental Insurance   | \$ 145              | 96                  | \$ 49                | 66.43%                   |        |
| 72215 | 212 | Medicare   | \$ 555              | 342                 | \$ 213               | 61.55%                   |        |
| 72215 | 355 | Travel   | \$ 500              | 500                 | \$ -                 | 100.00%                  |        |
| 72215 | 435 | Office Supplies  | \$ 2,500            | 2,000               | \$ 500               | 80.00%                   |        |
| 72215 | 524 | In-Service/Staff Development                               | \$ 2,000            | -                   | \$ 2,000             | 0.00%                    |        |
|       |     | <b>Total Alternative Instruction Support</b>               | <b>\$ 59,602</b>    | <b>\$ 37,875</b>    | <b>\$ 21,727</b>     | <b>63.55%</b>            |        |
|       |     | <b>SPECIAL EDUCATION SUPPORT</b>                           |                     |                     |                      |                          |        |
| 72220 | 105 | Administration   | \$ 118,932          | 79,190              | \$ 39,742            | 66.58%                   |        |
| 72220 | 117 | Career Ladder  | \$ 1,000            | 500                 | \$ 500               | 50.00%                   |        |
| 72220 | 124 | Psychological Personnel                                    | \$ 69,666           | 49,198              | \$ 20,468            | 70.62%                   |        |

**JOHNSON CITY SCHOOLS**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**

**For the Period Ended February 28, 2022**

|       |     |   |                   |                   |                      |                          |        |
|-------|-----|---|-------------------|-------------------|----------------------|--------------------------|--------|
|       |     |   |                   |                   |                      |                          | 66.67% |
|       |     |   | <b>Amended</b>    | <b>Actual</b>     | <b>Budget Amount</b> | <b>Percentage</b>        |        |
|       |     |   | <b>Budget</b>     | <b>Amounts</b>    | <b>Remaining</b>     | <b>of Budget to Date</b> |        |
| 72220 | 161 | Secretary                                   | \$ 89,760         | 92,879            | \$ (3,119)           | 103.47%                  |        |
| 72220 | 131 | Physical Therapist                          | \$ 146,370        | 62,489            | \$ 83,881            | 42.69%                   |        |
| 72220 | 201 | Social Security                             | \$ 25,970         | 16,542            | \$ 9,428             | 63.70%                   |        |
| 72220 | 204 | Retirement                                  | \$ 48,096         | 32,220            | \$ 15,876            | 66.99%                   |        |
| 72220 | 206 | Life Insurance                              | \$ 1,022          | 603               | \$ 419               | 59.04%                   |        |
| 72220 | 207 | Medical Insurance                           | \$ 66,633         | 44,058            | \$ 22,575            | 66.12%                   |        |
| 72220 | 208 | Dental Insurance                            | \$ 2,195          | 1,616             | \$ 579               | 73.64%                   |        |
| 72220 | 212 | Medicare                                    | \$ 6,173          | 3,869             | \$ 2,304             | 62.67%                   |        |
| 72220 | 217 | Retirement-Hybrid Stabilization             | \$ 3,200          | 2,123             | \$ 1,077             | 66.33%                   |        |
| 72220 | 310 | Contracts with Other Public Agencies        | \$ 1,000          | -                 | \$ 1,000             | 0.00%                    |        |
| 72220 | 312 | Contracts with Private Agencies             | \$ 10,000         | 7,892             | \$ 2,108             | 78.92%                   |        |
| 72220 | 314 | Contracts with Public Carriers              | \$ 500            | 313               | \$ 187               | 62.64%                   |        |
| 72220 | 336 | Maintenance & Repair Services - Equipment   | \$ 350            | -                 | \$ 350               | 0.00%                    |        |
| 72220 | 355 | Travel                                      | \$ 20,000         | 2,190             | \$ 17,810            | 10.95%                   |        |
| 72220 | 399 | Other Contracted Services                   | \$ 2,000          | 897               | \$ 1,103             | 44.84%                   |        |
| 72220 | 499 | Other Supplies & Materials                  | \$ 3,400          | 2,956             | \$ 444               | 86.95%                   |        |
| 72220 | 725 | Special Education Equipment                 | \$ 10,300         | 227               | 10073.01             | 2.20%                    |        |
|       |     | <b>Total Special Education Support</b>      | <b>\$ 626,567</b> | <b>\$ 399,764</b> | <b>\$ 226,803</b>    | <b>63.80%</b>            |        |
|       |     | <b>VOCATIONAL INSTRUCTION SUPPORT</b>       |                   |                   |                      |                          |        |
| 72230 | 105 | Administration                              | \$ 115,260        | 67,156            | \$ 48,104            | 58.26%                   |        |
| 72230 | 117 | Career Ladder                               | \$ 3,000          | -                 | \$ 3,000             | 0.00%                    |        |
| 72230 | 161 | Secretary                                   | \$ 38,760         | 25,022            | \$ 13,738            | 64.56%                   |        |
| 72230 | 201 | Social Security                             | \$ 9,578          | 5,480             | \$ 4,098             | 57.21%                   |        |
| 72230 | 204 | Retirement                                  | \$ 19,759         | 12,009            | \$ 7,750             | 60.78%                   |        |
| 72230 | 206 | Life Insurance                              | \$ 377            | 199               | \$ 178               | 52.85%                   |        |
| 72230 | 207 | Medical Insurance                           | \$ 15,450         | 10,258            | \$ 5,192             | 66.39%                   |        |
| 72230 | 208 | Dental Insurance                            | \$ 820            | 358               | \$ 462               | 43.62%                   |        |
| 72230 | 212 | Medicare                                    | \$ 2,277          | 1,282             | \$ 995               | 56.28%                   |        |
| 72230 | 355 | Travel                                      | \$ 60             | 57                | \$ 3                 | 95.33%                   |        |
| 72230 | 399 | Other Contracted Services                   | \$ 41,000         | 23,916            | \$ 17,084            | 58.33%                   |        |
| 72230 | 435 | Office Supplies                             | \$ 750            | 750               | \$ -                 | 100.00%                  |        |
| 72230 | 499 | Print Shop Enterprise Account               | \$ 15,000         | 4,822             | \$ 10,178            | 32.15%                   |        |
| 72230 | 499 | Other Supplies & Materials PRINT SHOP       | \$ 100,000        | 52,259            | \$ 47,741            | 52.26%                   |        |
| 72230 | 524 | In-Service/Staff Development                | \$ 320            | 437               | \$ (117)             | 136.56%                  |        |
|       |     | <b>Total Vocational Instruction Support</b> | <b>\$ 362,411</b> | <b>\$ 204,003</b> | <b>\$ 110,304</b>    | <b>56.29%</b>            |        |
|       |     | <b>TECHNOLOGY</b>                           |                   |                   |                      |                          |        |
| 72250 | 105 | Administration                              | \$ 93,024         | 62,252            | \$ 30,772            | 66.92%                   |        |
| 72250 | 121 | Technicians                                 | \$ 908,103        | 614,948           | \$ 293,155           | 67.72%                   |        |
| 72250 | 201 | Social Security                             | \$ 61,067         | 38,703            | \$ 22,364            | 63.38%                   |        |
| 72250 | 204 | Retirement                                  | \$ 118,218        | 78,921            | \$ 39,297            | 66.76%                   |        |
| 72250 | 206 | Life Insurance                              | \$ 2,403          | 1,334             | \$ 1,069             | 55.50%                   |        |
| 72250 | 207 | Medical Insurance                           | \$ 171,400        | 109,903           | \$ 61,497            | 64.12%                   |        |
| 72250 | 208 | Dental Insurance                            | \$ 7,781          | 3,904             | \$ 3,877             | 50.17%                   |        |
| 72250 | 211 | Local Retirement                            | \$ 29,846         | 15,051            | \$ 14,795            | 50.43%                   |        |
| 72250 | 212 | Medicare                                    | \$ 14,516         | 9,051             | \$ 5,465             | 62.35%                   |        |
| 72250 | 307 | Technology Communications                   | \$ 5,000          | 2,941             | \$ 2,059             | 58.82%                   |        |
| 72250 | 320 | Dues and Memberships                        | \$ -              | 60                | \$ (60)              | #DIV/0!                  |        |
| 72250 | 350 | Other Charges-Internet/ENA                  | \$ 140,000        | 79,220            | \$ 60,780            | 56.59%                   |        |
| 72250 | 355 | Travel Technology                           | \$ 4,000          | 766               | \$ 3,234             | 19.15%                   |        |
| 72250 | 399 | Contracted Services                         | \$ 84,200         | 333               | \$ 83,867            | 0.40%                    |        |
| 72250 | 399 | Contracted Services - Reserved Encumbrances | \$ 4,340          | 4,180             | \$ 160               | 96.31%                   |        |
| 72250 | 411 | Data Processing Supplies                    | \$ 11,500         | 3,371             | \$ 8,129             | 29.31%                   |        |
| 72250 | 435 | Office Supplies Technology                  | \$ 1,700          | 177               | \$ 1,523             | 10.42%                   |        |
| 72250 | 471 | Software Maintenance - Content Filter       | \$ 26,000         | -                 | \$ 26,000            | 0.00%                    |        |
| 72250 | 471 | Software Maintenance - Anti-virus           | \$ 28,000         | -                 | \$ 28,000            | 0.00%                    |        |
| 72250 | 471 | Subscription Renewal - ID Auto              | \$ 28,000         | 27,225            | \$ 775               | 97.23%                   |        |

**JOHNSON CITY SCHOOLS**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**

**For the Period Ended February 28, 2022**

|       |     |   |                     |                     |                      |                          |
|-------|-----|---|---------------------|---------------------|----------------------|--------------------------|
|       |     |   |                     |                     |                      | 66.67%                   |
|       |     |   | <b>Amended</b>      | <b>Actual</b>       | <b>Budget Amount</b> | <b>Percentage</b>        |
|       |     |   | <b>Budget</b>       | <b>Amounts</b>      | <b>Remaining</b>     | <b>of Budget to Date</b> |
| 72250 | 471 | Subscription Renewal - School Messenger                     | \$ 13,125           | 13,379              | \$ (254)             | 101.93%                  |
| 72250 | 471 | Subscription Renewal - iBoss Cloud Storage                  | \$ -                | 23,999              | \$ (23,999)          | #DIV/0!                  |
| 72250 | 471 | Software Maintenance - Jatheon/Email Archive                | \$ 5,000            | -                   | \$ 5,000             | 0.00%                    |
| 72250 | 471 | Software Maintenance - KnowBe4                              | \$ 15,000           | -                   | \$ 15,000            | 0.00%                    |
| 72250 | 471 | Software Maintenance - TeamViewer                           | \$ 2,500            | -                   | \$ 2,500             | 0.00%                    |
| 72250 | 471 | Software Maintenance - VCRail                               | \$ 26,000           | -                   | \$ 26,000            | 0.00%                    |
| 72250 | 471 | Software Maintenance - Microsoft EES - OS and Office Licen  | \$ 36,000           | -                   | \$ 36,000            | 0.00%                    |
| 72250 | 471 | Software Maintenance - Cisco Prime & ISE - Wireless network | \$ 36,000           | 14,179              | \$ 21,821            | 39.38%                   |
| 72250 | 471 | Software Maintenance - Veeam                                | \$ 6,200            | 3,077               | \$ 3,123             | 49.62%                   |
| 72250 | 471 | Software Maintenance - Help Desk                            | \$ 16,500           | 16,290              | \$ 210               | 98.73%                   |
| 72250 | 471 | Software Maintenance - VMWare                               | \$ 12,000           | -                   | \$ 12,000            | 0.00%                    |
| 72250 | 471 | Software Maintenance - MDM - Apple Devices                  | \$ 9,500            | -                   | \$ 9,500             | 0.00%                    |
| 72250 | 471 | Software Maintenance - SonicWall - Firewall                 | \$ 10,000           | -                   | \$ 10,000            | 0.00%                    |
| 72250 | 471 | Software Maintenance - KACE                                 | \$ 1,200            | -                   | \$ 1,200             | 0.00%                    |
| 72250 | 471 | Hosting Services - Skyward & Powerschool                    | \$ -                | 38,689              | \$ (38,689)          | #DIV/0!                  |
| 72250 | 471 | Software Maintenance - Other                                | \$ -                | 5,740               | \$ (5,740)           | #DIV/0!                  |
| 72250 | 499 | Other Supplies & Materials Technology                       | \$ 10,500           | 2,869               | \$ 7,631             | 27.33%                   |
| 72250 | 499 | Other Supplies & Materials Technology - Chromebooks         | \$ 58,360           | -                   | \$ 58,360            | 0.00%                    |
| 72250 | 524 | In-service Staff Development - Technology                   | \$ 10,000           | 3,130               | \$ 6,870             | 31.30%                   |
| 72250 | 709 | Data Processing Equipment Technology                        | \$ 30,000           | 5,322               | \$ 24,678            | 17.74%                   |
|       |     | <b>Total Technology</b>                                     | <b>\$ 2,036,983</b> | <b>\$ 1,179,011</b> | <b>\$ 857,972</b>    | <b>57.88%</b>            |
|       |     | <b>BOARD OF EDUCATION</b>                                   |                     |                     |                      |                          |
| 72310 | 206 | Life Insurance  | \$ 420              | 216                 | \$ 204               | 51.43%                   |
| 72310 | 305 | Audit Service   | \$ 20,000           | 18,400              | \$ 1,600             | 92.00%                   |
| 72310 | 320 | Dues and Memberships  | \$ 15,600           | 8,501               | \$ 7,099             | 54.49%                   |
| 72310 | 331 | Legal Services  | \$ 10,000           | 11,002              | \$ (1,002)           | 110.02%                  |
| 72310 | 355 | Travel  | \$ 2,000            | -                   | \$ 2,000             | 0.00%                    |
| 72310 | 399 | Other Contracted Services                                   | \$ 6,100            | 6,529               | \$ (429)             | 107.03%                  |
| 72310 | 499 | Other Supplies & Materials                                  | \$ 2,000            | 940                 | \$ 1,060             | 47.01%                   |
| 72310 | 506 | Liability Insurance   | \$ 60,884           | -                   | \$ 60,884            | 0.00%                    |
| 72310 | 506 | *Athletic Liability Insurance                               | \$ 20,000           | 20,000              | \$ -                 | 100.00%                  |
| 72310 | 508 | Corporate Surety Bonds                                      | \$ 150              | 144                 | \$ 6                 | 96.00%                   |
| 72310 | 510 | Trustee's Commission  | \$ 520,000          | 277,421             | \$ 242,579           | 53.35%                   |
| 72310 | 513 | Workman's Compensation Insurance                            | \$ 357,577          | -                   | \$ 357,577           | 0.00%                    |
| 72310 | 524 | In-service Staff Development                                | \$ 19,500           | 13,663              | \$ 5,837             | 70.07%                   |
| 72310 | 599 | Athletics/Band - Reserved for Encumbrances                  | \$ 20,064           | 20,064              | \$ -                 | 100.00%                  |
| 72310 | 599 | Other Charges   | \$ 9,680            | 5,234               | \$ 4,446             | 54.07%                   |
| 72310 | 599 | Athletics/Band Travel                                       | \$ 62,000           | 26,507              | \$ 35,493            | 42.75%                   |
|       |     | <b>Total Board of Education</b>                             | <b>\$ 1,125,975</b> | <b>\$ 408,622</b>   | <b>\$ 717,353</b>    | <b>36.29%</b>            |
|       |     | <b>Superintendent</b>                                       |                     |                     |                      |                          |
| 72320 | 101 | Superintendent  | \$ 166,407          | 110,684             | \$ 55,723            | 66.51%                   |
| 72320 | 117 | Career Ladder   | \$ 1,000            | -                   | \$ 1,000             | 0.00%                    |
| 72320 | 161 | Secretary   | \$ 49,980           | 31,940              | \$ 18,040            | 63.91%                   |
| 72320 | 201 | Social Security   | \$ 13,249           | 7,365               | \$ 5,884             | 55.59%                   |
| 72320 | 204 | Retirement  | \$ 19,191           | 12,705              | \$ 6,486             | 66.20%                   |
| 72320 | 206 | Life Insurance  | \$ 475              | 302                 | \$ 173               | 63.59%                   |
| 72320 | 207 | Medical Insurance   | \$ 28,300           | 18,707              | \$ 9,593             | 66.10%                   |
| 72320 | 208 | Dental Insurance  | \$ 820              | 547                 | \$ 273               | 66.69%                   |
| 72320 | 211 | Local Retirement  | \$ 3,499            | 1,370               | \$ 2,129             | 39.16%                   |
| 72320 | 212 | Medicare  | \$ 3,285            | 2,131               | \$ 1,154             | 64.88%                   |
| 72320 | 299 | Other Fringe Benefits                                       | \$ 10,000           | 6,667               | \$ 3,333             | 66.67%                   |
| 72320 | 306 | Bank Charges  | \$ 5,000            | 3,938               | \$ 1,062             | 78.77%                   |
| 72320 | 307 | Communications  | \$ 79,457           | 52,924              | \$ 26,533            | 66.61%                   |
| 72320 | 320 | Dues & Memberships  | \$ 9,500            | 10,871              | \$ (1,371)           | 114.43%                  |
| 72320 | 348 | Postal Charges  | \$ 13,000           | 4,691               | \$ 8,309             | 36.08%                   |
| 72320 | 399 | Other Contracted Services                                   | \$ 21,200           | 8,834               | \$ 12,366            | 41.67%                   |

| JOHNSON CITY SCHOOLS   |     |  |  |                     |                     |                     |                   |
|--|-----|--|--|---------------------|---------------------|---------------------|-------------------|
| Statement of Revenues, Expenditures, and Changes in Fund Balance |     |  |  |                     |                     |                     |                   |
| For the Period Ended February 28, 2022                           |     |  |  |                     |                     |                     |                   |
|  |     |  |  |                     |                     | 66.67%              |                   |
|  |     |  |  | Amended             | Actual              | Budget Amount       | Percentage        |
|  |     |  |  | Budget              | Amounts             | Remaining           | of Budget to Date |
| 72320  | 435 | Office Supplies                        |  | \$ 7,000            | 3,251               | \$ 3,749            | 46.44%            |
| 72320  | 499 | Other Supplies and Materials           |  | \$ -                | 2,375               | \$ (2,375)          | #DIV/0!           |
| 72320  | 524 | Staff Development - Leadership Program |  | \$ 11,000           | 4,419               | \$ 6,581            | 40.17%            |
| 72320  | 599 | Other Charges                          |  | \$ 13,000           | 779                 | \$ 12,221           | 5.99%             |
| 72320  | 701 | Administrative Equipment               |  | \$ 1,250            | -                   | \$ 1,250            | 0.00%             |
| <b>Total Director of Schools</b>                                 |     |  |  | <b>\$ 456,613</b>   | <b>\$ 284,499</b>   | <b>\$ 172,114</b>   | <b>62.31%</b>     |
| <b>OFFICE OF THE PRINCIPAL</b>                                   |     |  |  |                     |                     |                     |                   |
| 72410  | 104 | Principals                             |  | \$ 1,218,044        | 812,184             | \$ 405,860          | 66.68%            |
| 72410  | 117 | Career Ladder                          |  | \$ 9,000            | 3,500               | \$ 5,500            | 38.89%            |
| 72410  | 119 | Bookkeepers                            |  | \$ 405,960          | 265,188             | \$ 140,772          | 65.32%            |
| 72410  | 121 | Data Processing Personnel              |  | \$ 57,834           | 38,504              | \$ 19,330           | 66.58%            |
| 72410  | 139 | Assistant Principals                   |  | \$ 1,327,320        | 873,314             | \$ 454,006          | 65.80%            |
| 72410  | 161 | Secretary                              |  | \$ 919,540          | 594,855             | \$ 324,685          | 64.69%            |
| 72410  | 201 | Social Security                        |  | \$ 239,009          | 151,589             | \$ 87,420           | 63.42%            |
| 72410  | 204 | Retirement                             |  | \$ 374,387          | 228,386             | \$ 146,001          | 61.00%            |
| 72410  | 206 | Life Insurance                         |  | \$ 9,404            | 5,259               | \$ 4,145            | 55.93%            |
| 72410  | 207 | Medical Insurance                      |  | \$ 512,446          | 299,476             | \$ 212,970          | 58.44%            |
| 72410  | 208 | Dental Insurance                       |  | \$ 16,654           | 10,151              | \$ 6,503            | 60.95%            |
| 72410  | 211 | Local Retirement                       |  | \$ 55,035           | 26,461              | \$ 28,574           | 48.08%            |
| 72410  | 212 | Medicare                               |  | \$ 56,813           | 35,508              | \$ 21,305           | 62.50%            |
| 72410  | 217 | Retirement - Hybrid Stabilization      |  | \$ 2,000            | 1,245               | \$ 755              | 62.26%            |
| 72410  | 307 | Communication                          |  | \$ 106,000          | 68,388              | \$ 37,612           | 64.52%            |
| 72410  | 320 | Dues & Memberships                     |  | \$ 3,709            | 3,709               | \$ -                | 100.00%           |
| 72410  | 348 | Postal Charges                         |  | \$ 6,054            | 5,817               | \$ 237              | 96.09%            |
| 72410  | 355 | Travel                                 |  | \$ 1,819            | 1,819               | \$ -                | 100.00%           |
| 72410  | 435 | Office Supplies                        |  | \$ 6,160            | 6,160               | \$ -                | 100.00%           |
| 72410  | 471 | Software Maintenance - Raptor          |  | \$ 14,500           | -                   | \$ 14,500           | 0.00%             |
| 72410  | 524 | In-service/Staff Development           |  | \$ 1,198            | -                   | \$ 1,198            | 0.00%             |
| <b>Total Office of the Principal</b>                             |     |  |  | <b>\$ 5,342,886</b> | <b>\$ 3,431,513</b> | <b>\$ 1,911,373</b> | <b>64.23%</b>     |
| <b>FISCAL SERVICES</b>   |     |  |  |                     |                     |                     |                   |
| 72510  | 105 | Administration                         |  | \$ 98,634           | 68,283              | \$ 30,351           | 69.23%            |
| 72510  | 119 | Bookkeepers                            |  | \$ 230,626          | 159,472             | \$ 71,154           | 69.15%            |
| 72510  | 201 | Social Security                        |  | \$ 20,084           | 13,279              | \$ 6,805            | 66.12%            |
| 72510  | 204 | Retirement                             |  | \$ 41,811           | 29,603              | \$ 12,208           | 70.80%            |
| 72510  | 206 | Life Insurance                         |  | \$ 790              | 430                 | \$ 360              | 54.48%            |
| 72510  | 207 | Medical Insurance                      |  | \$ 39,446           | 23,157              | \$ 16,289           | 58.71%            |
| 72510  | 208 | Dental Insurance                       |  | \$ 2,050            | 758                 | \$ 1,292            | 36.95%            |
| 72510  | 211 | Local Retirement                       |  | \$ 9,776            | 3,966               | \$ 5,810            | 40.57%            |
| 72510  | 212 | Medicare                               |  | \$ 4,774            | 3,106               | \$ 1,668            | 65.05%            |
| 72510  | 320 | Dues & Memberships                     |  | \$ 1,500            | 1,075               | \$ 425              | 71.67%            |
| 72510  | 355 | Travel                                 |  | \$ 500              | -                   | \$ 500              | 0.00%             |
| 72510  | 399 | Other Contracted Services              |  | \$ 47,750           | 1,537               | \$ 46,213           | 3.22%             |
| 72510  | 411 | Data Processing Supplies               |  | \$ 4,500            | 4,730               | \$ (230)            | 105.11%           |
| 72510  | 435 | Office Supplies                        |  | \$ 2,500            | 1,393               | \$ 1,107            | 55.72%            |
| 72510  | 499 | Other Supplies and Materials           |  | \$ 1,000            | 412                 | \$ 588              | 41.20%            |
| 72510  | 524 | Staff Development                      |  | \$ 4,500            | 2,198               | \$ 2,302            | 48.84%            |
| 72510  | 599 | Other Charges                          |  | \$ 250              | 62                  | \$ 188              | 24.74%            |
| 72510  | 701 | Administrative Equipment               |  | \$ 3,000            | -                   | \$ 3,000            | 0.00%             |
| <b>Total Fiscal Services</b>                                     |     |  |  | <b>\$ 513,491</b>   | <b>\$ 313,460</b>   | <b>\$ 200,031</b>   | <b>61.04%</b>     |
| <b>HUMAN RESOURCES</b>   |     |  |  |                     |                     |                     |                   |
| 72520  | 105 | Supervisor/Director                    |  | \$ 98,430           | 64,416              | \$ 34,014           | 65.44%            |
| 72520  | 161 | Secretary                              |  | \$ 74,460           | 51,231              | \$ 23,229           | 68.80%            |
| 72520  | 201 | Social Security                        |  | \$ 10,546           | 6,665               | \$ 3,881            | 63.20%            |

| JOHNSON CITY SCHOOLS   |     |   |           |                  |                     |                     |                   |
|--|-----|---|-----------|------------------|---------------------|---------------------|-------------------|
| Statement of Revenues, Expenditures, and Changes in Fund Balance |     |   |           |                  |                     |                     |                   |
| For the Period Ended February 28, 2022                           |     |   |           |                  |                     |                     |                   |
|  |     |   |           |                  |                     | 66.67%              |                   |
|  |     |   |           | Amended          | Actual              | Budget Amount       | Percentage        |
|  |     |   |           | Budget           | Amounts             | Remaining           | of Budget to Date |
| 72520  | 204 | State Retirement                            | \$        | 29,579           | 19,690              | \$ 9,889            | 66.57%            |
| 72520  | 206 | Life Insurance                              | \$        | 415              | 231                 | \$ 184              | 55.68%            |
| 72520  | 207 | Medical Insurance                           | \$        | 28,552           | 18,973              | \$ 9,579            | 66.45%            |
| 72520  | 208 | Dental Insurance                            | \$        | 1,230            | 967                 | \$ 263              | 78.64%            |
| 72520  | 211 | Local Retirement                            | \$        | 1,928            | 710                 | \$ 1,218            | 36.82%            |
| 72520  | 212 | Medicare                                    | \$        | 2,507            | 1,559               | \$ 948              | 62.18%            |
| 72520  | 320 | Dues and Memberships                        | \$        | 600              | 174                 | \$ 426              | 28.98%            |
| 72520  | 355 | Travel                                      | \$        | 1,000            |                     | \$ 1,000            | 0.00%             |
| 72520  | 399 | Other Contracted Services                   | \$        | 300              | 208                 | \$ 92               | 69.33%            |
| 72520  | 435 | Office Supplies                             | \$        | 1,000            | 777                 | \$ 223              | 77.70%            |
| 72520  | 524 | Staff Development                           | \$        | 1,000            | 838                 | \$ 162              | 83.80%            |
| 72520  | 701 | Administrative Equipment                    | \$        | 1,250            | -                   | \$ 1,250            | 0.00%             |
| <b>Total Human Resources</b>                                     |     |   | <b>\$</b> | <b>252,797</b>   | <b>\$ 166,439</b>   | <b>\$ 86,358</b>    | <b>65.84%</b>     |
| <b>OPERATION OF PLANT</b>  |     |   |           |                  |                     |                     |                   |
| 72610  | 160 | Guards                                      | \$        | 73,950           | 39,579              | \$ 34,371           | 53.52%            |
| 72610  | 166 | Custodial Personnel                         | \$        | 1,607,520        | 1,013,032           | \$ 594,488          | 63.02%            |
| 72610  | 166 | Summer Worker (510)                         | \$        | 16,320           | -                   | \$ 16,320           | 0.00%             |
| 72610  | 166 | Custodian Overtime                          | \$        | 5,000            | 22,996              | \$ (17,996)         | 459.92%           |
| 72610  | 201 | Social Security                             | \$        | 103,870          | 61,079              | \$ 42,791           | 58.80%            |
| 72610  | 204 | Retirement                                  | \$        | 158,999          | 103,208             | \$ 55,791           | 64.91%            |
| 72610  | 206 | Life Insurance                              | \$        | 4,087            | 1,891               | \$ 2,196            | 46.27%            |
| 72610  | 207 | Medical Insurance                           | \$        | 280,760          | 184,513             | \$ 96,247           | 65.72%            |
| 72610  | 208 | Dental Insurance                            | \$        | 14,352           | 5,992               | \$ 8,360            | 41.75%            |
| 72610  | 211 | Local Retirement                            | \$        | 48,238           | 18,653              | \$ 29,585           | 38.67%            |
| 72610  | 212 | Medicare                                    | \$        | 24,690           | 14,176              | \$ 10,514           | 57.41%            |
| 72610  | 217 | Retirement - Hybrid Stabilization           | \$        | -                | 2                   | \$ (2)              | #DIV/0!           |
| 72610  | 359 | Disposal Fees                               | \$        | 126,076          | 71,497              | \$ 54,579           | 56.71%            |
| 72610  | 399 | Other Contracted Services                   | \$        | -                | 3,212               | \$ (3,212)          | #DIV/0!           |
| 72610  | 410 | Custodial Supplies                          | \$        | 150,000          | 67,235              | \$ 82,765           | 44.82%            |
| 72610  | 415 | Electricity                                 | \$        | 1,900,000        | 1,041,240           | \$ 858,760          | 54.80%            |
| 72610  | 434 | Natural Gas                                 | \$        | 230,000          | 167,555             | \$ 62,445           | 72.85%            |
| 72610  | 454 | Water & Sewer                               | \$        | 240,000          | 171,432             | \$ 68,568           | 71.43%            |
| 72610  | 499 | Other Supplies & Materials                  | \$        | 5,000            | 2,032               | \$ 2,968            | 40.64%            |
| 72610  | 720 | Plant Operating Equipment                   | \$        | 25,000           | -                   | \$ 25,000           | 0.00%             |
| <b>Total Operation of Plant</b>                                  |     |   | <b>\$</b> | <b>5,013,862</b> | <b>\$ 2,989,323</b> | <b>\$ 2,024,539</b> | <b>59.62%</b>     |
| <b>MAINTENANCE OF PLANT</b>                                      |     |   |           |                  |                     |                     |                   |
| 72620  | 105 | Administration                              | \$        | 81,294           | 54,147              | \$ 27,147           | 66.61%            |
| 72620  | 161 | Secretary                                   | \$        | 42,330           | 28,160              | \$ 14,170           | 66.53%            |
| 72620  | 167 | Maintenance Personnel                       | \$        | 947,070          | 556,178             | \$ 390,892          | 58.73%            |
| 72620  | 201 | Social Security                             | \$        | 65,312           | 35,296              | \$ 30,016           | 54.04%            |
| 72620  | 204 | Retirement                                  | \$        | 156,093          | 91,613              | \$ 64,481           | 58.69%            |
| 72620  | 206 | Life Insurance                              | \$        | 2,570            | 1,373               | \$ 1,197            | 53.44%            |
| 72620  | 207 | Medical Insurance                           | \$        | 230,647          | 130,226             | \$ 100,421          | 56.46%            |
| 72620  | 208 | Dental Insurance                            | \$        | 7,550            | 4,547               | \$ 3,003            | 60.23%            |
| 72620  | 211 | Local Retirement                            | \$        | 21,242           | 9,455               | \$ 11,787           | 44.51%            |
| 72620  | 212 | Medicare                                    | \$        | 15,525           | 8,255               | \$ 7,270            | 53.17%            |
| 72620  | 307 | Communications                              | \$        | 12,000           | 4,226               | \$ 7,774            | 35.21%            |
| 72620  | 336 | Maint & Repair Service - Equipment          | \$        | 7,500            | 16,879              | \$ (9,379)          | 225.06%           |
| 72620  | 399 | Other Contracted Services                   | \$        | 101,000          | 78,940              | \$ 22,060           | 78.16%            |
| 72620  | 399 | ESG M & V Services                          | \$        | 16,390           | -                   | \$ 16,390           | 0.00%             |
| 72620  | 399 | ESG M & V Energy Manager                    | \$        | 23,635           | -                   | \$ 23,635           | 0.00%             |
| 72620  | 399 | Other Contracted Svcs - Rsvrd for Encmbrnc  | \$        | 30,269           | 30,269              | \$ -                | 100.00%           |
| 72620  | 499 | Other Supplies & Materials                  | \$        | 225,000          | 132,919             | \$ 92,081           | 59.08%            |
| 72620  | 499 | Other Supplies & Materials - Rsvrd for Enmn | \$        | 5,454            | 5,454               | \$ -                | 100.00%           |

**JOHNSON CITY SCHOOLS**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**

**For the Period Ended February 28, 2022**

|                                   |     |   |                            |                            |                            | 66.67%            |
|-----------------------------------|-----|---|----------------------------|----------------------------|----------------------------|-------------------|
|                                   |     |   |                            |                            |                            |                   |
|                                   |     |   |                            |                            |                            | Amended           |
|                                   |     |   |                            |                            |                            | Actual            |
|                                   |     |   |                            |                            |                            | Budget Amount     |
|                                   |     |   |                            |                            |                            | Percentage        |
|                                   |     |   |                            |                            |                            | of Budget to Date |
|                                   |     |   | Budget                     | Amounts                    | Remaining                  |                   |
| 72620                             | 599 | Other Charges-In-service/Staff Development.     | \$ 3,000                   | 30                         | \$ 2,970                   | 0.99%             |
| 72620                             | 717 | Plant Maintenance Equipment                     | \$ 65,000                  | 1,811                      | \$ 63,189                  | 2.79%             |
| <b>Total Maintenance of Plant</b> |     |   | <b><u>\$ 2,058,881</u></b> | <b><u>\$ 1,189,778</u></b> | <b><u>\$ 869,103</u></b>   | <b>57.79%</b>     |
| <b>TRANSPORTATION</b>             |     |   |                            |                            |                            |                   |
| 72710                             | 189 | Other Salaries & Wages - Bus Assistants         | \$ 26,500                  | 17,484                     | \$ 9,016                   | 65.98%            |
| 72710                             | 201 | Social Security                                 | \$ 1,610                   | 1,052                      | \$ 558                     | 65.35%            |
| 72710                             | 204 | Retirement                                      | \$ 3,700                   | 2,300                      | \$ 1,400                   | 62.16%            |
| 72710                             | 211 | Local Retirement                                | \$ 300                     | -                          | \$ 300                     | 0.00%             |
| 72710                             | 212 | Medicare  | \$ 395                     | 246                        | \$ 149                     | 62.30%            |
| 72710                             | 314 | Contracts w/Public Carrier                      | \$ 2,532,848               | 1,000                      | \$ 2,531,848               | 0.04%             |
| 72710                             | 338 | Maint & Repair Service                          | \$ 15,000                  | 5,360                      | \$ 9,640                   | 35.73%            |
| 72710                             | 425 | Gasoline  | \$ 40,000                  | 21,324                     | \$ 18,676                  | 53.31%            |
| 72710                             | 450 | Tires & Tubes                                   | \$ 2,500                   | 453                        | \$ 2,047                   | 18.14%            |
| 72710                             | 453 | Vehicle Parts                                   | \$ 4,500                   | 2,061                      | \$ 2,439                   | 45.79%            |
| 72710                             | 729 | Transportation Equipment                        | \$ 40,000                  | -                          | \$ 40,000                  | 0.00%             |
| <b>Total Transportation</b>       |     |   | <b><u>\$ 2,667,353</u></b> | <b><u>\$ 51,280</u></b>    | <b><u>\$ 2,616,073</u></b> | <b>1.92%</b>      |
| <b>PUBLIC RELATIONS</b>           |     |   |                            |                            |                            |                   |
| 72810                             | 189 | Other Salaries and Wages                        | \$ 59,670                  | 39,733                     | \$ 19,937                  | 66.59%            |
| 72810                             | 201 | Social Security                                 | \$ 3,640                   | 2,141                      | \$ 1,499                   | 58.81%            |
| 72810                             | 206 | Life Insurance                                  | \$ 343                     | 256                        | \$ 87                      | 74.60%            |
| 72810                             | 207 | Medical Insurance                               | \$ 14,144                  | 9,353                      | \$ 4,791                   | 66.13%            |
| 72810                             | 208 | Dental Insurance                                | \$ 410                     | 273                        | \$ 137                     | 66.69%            |
| 72810                             | 211 | Local Retirement                                | \$ 3,177                   | 1,738                      | \$ 1,439                   | 54.72%            |
| 72810                             | 212 | Medicare  | \$ 865                     | 501                        | \$ 364                     | 57.88%            |
| 72810                             | 320 | Dues and memberships                            | \$ -                       | 50                         | \$ (50)                    | #DIV/0!           |
| 72810                             | 355 | Travel Public Relations                         | \$ 2,000                   | -                          | \$ 2,000                   | 0.00%             |
| 72810                             | 399 | Contracted Services Public Relations            | \$ 11,000                  | 10,440                     | \$ 560                     | 94.91%            |
| 72810                             | 435 | Office Supplies Public Relations                | \$ 1,500                   | -                          | \$ 1,500                   | 0.00%             |
| 72810                             | 499 | Other Supplies & Materials-Public Relations     | \$ 4,200                   | 242                        | \$ 3,958                   | 5.76%             |
| 72810                             | 524 | In-service Staff Development - Public Relations | \$ 4,200                   | 1,985                      | \$ 2,215                   | 47.27%            |
| 72810                             | 599 | Other Charges Public Relations                  | \$ 2,000                   | 851                        | \$ 1,149                   | 42.53%            |
| 72810                             | 709 | Data Processing Equipment Public Relations      | \$ 3,000                   | 2,461                      | \$ 539                     | 82.04%            |
| <b>Total Public Relations</b>     |     |   | <b><u>\$ 110,149</u></b>   | <b><u>\$ 70,025</u></b>    | <b><u>\$ 40,124</u></b>    | <b>63.57%</b>     |
| <b>COMMUNITY SERVICE</b>          |     |   |                            |                            |                            |                   |
| 73300                             | 105 | Supervisor/Director                             | \$ 274,185                 | 180,012                    | \$ 94,173                  | 65.65%            |
| 73300                             | 166 | Custodial Personnel                             | \$ 22,000                  | 13,848                     | \$ 8,152                   | 62.94%            |
| 73300                             | 189 | Other Salaries and Wages                        | \$ 695,257                 | 293,419                    | \$ 401,838                 | 42.20%            |
| 73300                             | 201 | Social Security                                 | \$ 68,640                  | 29,633                     | \$ 39,007                  | 43.17%            |
| 73300                             | 204 | Retirement                                      | \$ 14,050                  | 4,548                      | \$ 9,502                   | 32.37%            |
| 73300                             | 206 | Life Insurance                                  | \$ 250                     | 139                        | \$ 111                     | 55.42%            |
| 73300                             | 207 | Medical Insurance                               | \$ 12,000                  | 10,013                     | \$ 1,987                   | 83.44%            |
| 73300                             | 208 | Dental Insurance                                | \$ 350                     | 379                        | \$ (29)                    | 108.27%           |
| 73300                             | 211 | Local Retirement                                | \$ 11,363                  | 2,081                      | \$ 9,282                   | 18.32%            |
| 73300                             | 212 | Medicare  | \$ 16,184                  | 6,930                      | \$ 9,254                   | 42.82%            |
| 73300                             | 307 | Reserved for Encumbrances                       | \$ -                       | 15                         | \$ (15)                    | #DIV/0!           |
| 73300                             | 307 | Communications                                  | \$ 3,275                   | 1,292                      | \$ 1,983                   | 39.46%            |
| 73300                             | 355 | Travel  | \$ 9,100                   | -                          | \$ 9,100                   | 0.00%             |
| 73300                             | 399 | Other Contracted Services                       | \$ 2,000                   | 795                        | \$ 1,205                   | 39.76%            |
| 73300                             | 422 | Food Supplies                                   | \$ 48,275                  | 8,572                      | \$ 39,703                  | 17.76%            |
| 73300                             | 499 | Other Supplies                                  | \$ 46,834                  | 15,575                     | \$ 31,259                  | 33.26%            |
| 73300                             | 509 | Refunds   | \$ 5,950                   | 5,879                      | \$ 71                      | 98.81%            |
| 73300                             | 524 | Staff Development                               | \$ 9,050                   | 600                        | \$ 8,450                   | 6.63%             |

| JOHNSON CITY SCHOOLS   |     |   |                     |                     |                      |                          |
|--|-----|---|---------------------|---------------------|----------------------|--------------------------|
| Statement of Revenues, Expenditures, and Changes in Fund Balance |     |   |                     |                     |                      |                          |
| For the Period Ended February 28, 2022                           |     |   |                     |                     |                      |                          |
|  |     |   |                     |                     |                      | 66.67%                   |
|  |     |   | <b>Amended</b>      | <b>Actual</b>       | <b>Budget Amount</b> | <b>Percentage</b>        |
|  |     |   | <b>Budget</b>       | <b>Amounts</b>      | <b>Remaining</b>     | <b>of Budget to Date</b> |
| 73300  | 599 | Other Charges                                   | \$ 30,245           | 6,430               | \$ 23,815            | 21.26%                   |
| 73300  | 790 | Other Equipment                                 | \$ 55,000           | (19,230)            | \$ 74,230            | -34.96%                  |
|  |     | <b>Total Community Services</b>                 | <b>\$ 1,324,008</b> | <b>\$ 560,931</b>   | <b>\$ 763,077</b>    | <b>42.37%</b>            |
|  |     | <b>EARLY CHILDHOOD EDUCATION</b>                |                     |                     |                      |                          |
| 73400  | 105 | Supervisor/Director                             | \$ 15,818           | 12,193              | \$ 3,625             | 77.08%                   |
| 73400  | 116 | Teachers  | \$ 54,264           | 34,501              | \$ 19,763            | 63.58%                   |
| 73400  | 163 | Educational Assistants                          | \$ 16,626           | 8,871               | \$ 7,755             | 53.35%                   |
| 73400  | 189 | Other Salaries & Wages                          | \$ 222,914          | 102,608             | \$ 120,306           | 46.03%                   |
| 73400  | 201 | Social Security                                 | \$ 18,491           | 9,703               | \$ 8,788             | 52.47%                   |
| 73400  | 204 | Retirement                                      | \$ 3,809            | 2,361               | \$ 1,448             | 61.98%                   |
| 73400  | 206 | Life Insurance                                  | \$ 174              | 78                  | \$ 96                | 44.64%                   |
| 73400  | 207 | Medical Insurance                               | \$ 14,144           | -                   | \$ 14,144            | 0.00%                    |
| 73400  | 208 | Dental Insurance                                | \$ 410              | 273                 | \$ 137               | 66.69%                   |
| 73400  | 211 | Local Retirement                                | \$ 425              | 26                  | \$ 399               | 6.18%                    |
| 73400  | 212 | Medicare  | \$ 4,338            | 2,269               | \$ 2,069             | 52.32%                   |
| 73400  | 217 | Retirement - Hybrid Stablization                | \$ -                | 774                 | \$ (774)             | #DIV/0!                  |
| 73400  | 307 | Communications                                  | \$ 100              | 48                  | \$ 52                | 48.00%                   |
| 73400  | 356 | Tuition   | \$ 26,000           | 6,095               | \$ 19,905            | 23.44%                   |
| 73400  | 399 | Other Contracted Services                       | \$ -                | 600                 | \$ (600)             | #DIV/0!                  |
| 73400  | 422 | Food Supplies                                   | \$ 2,000            | 495                 | \$ 1,505             | 24.75%                   |
| 73400  | 499 | Other Supplies & Materials                      | \$ 6,000            | 563                 | \$ 5,437             | 9.38%                    |
| 73400  | 509 | Refunds   | \$ 200              | 1,928               | \$ (1,728)           | 964.00%                  |
| 73400  | 524 | Staff Development                               | \$ 1,000            | -                   | \$ 1,000             | 0.00%                    |
| 73400  | 599 | Other Charges                                   | \$ 1,300            | 521                 | \$ 779               | 40.05%                   |
| 73400  | 790 | Other Equipment                                 | \$ 5,000            | -                   | \$ 5,000             | 0.00%                    |
|  |     | <b>Total Early Childhood Education</b>          | <b>\$ 393,013</b>   | <b>\$ 183,907</b>   | <b>\$ 209,106</b>    | <b>46.79%</b>            |
|  |     | <b>CAPITAL OUTLAY</b>                           |                     |                     |                      |                          |
| 76100  | 599 | Summer Painting and Improvement (510)           | \$ 10,000           | -                   | \$ 10,000            | 0.00%                    |
| 76100  | 599 | Non-Capital Building Improvements               | \$ 60,000           | 28,975              | \$ 31,025            | 48.29%                   |
| 76100  | 707 | Building Improvements                           | \$ 160,000          | 16,214              | \$ 143,786           | 10.13%                   |
| 76100  | 707 | Building Improvements - Special Budget Requests | \$ 15,128           | 6,448               | \$ 8,680             | 42.62%                   |
| 76100  | 707 | Reserved For Capital Outlay                     | \$ 94,030           | -                   | \$ 94,030            | 0.00%                    |
| 76100  | 707 | Reserved for Encumbrances                       | \$ 10,929           | 10,929              | \$ -                 | 100.00%                  |
| 76100  | 707 | Reserved for Boiler - Maintenance               | \$ 30,000           | -                   | \$ 30,000            | 0.00%                    |
|  |     | <b>Total Capital Outlay</b>                     | <b>\$ 380,087</b>   | <b>\$ 62,566</b>    | <b>\$ 317,521</b>    | <b>16.46%</b>            |
|  |     | <b>DEBT SERVICE</b>                             |                     |                     |                      |                          |
| 82130  | 601 | Sales Tax Trust Fund                            | \$ 1,499,054        | 1,219,874           | \$ 279,180           | 81.38%                   |
| 82130  | 601 | ESG Bond Principal Payments                     | \$ 433,000          | -                   | \$ 433,000           | 0.00%                    |
| 82130  | 601 | ESG Bond Principal Payments 2017 Issue          | \$ 355,000          | -                   | \$ 355,000           | 0.00%                    |
| 82230  | 603 | ESG Bond Interest Payments                      | \$ 22,000           | 1,295               | \$ 20,705            | 5.88%                    |
| 82230  | 603 | ESG Bond Interest Payments - 2017 Issue         | \$ 195,150          | 97,575              | \$ 97,575            | 50.00%                   |
| 82230  | 699 | ESG Bond Other Services/Fees Payments           | \$ 18,920           | 4,251               | \$ 14,669            | 22.47%                   |
|  |     | <b>Total Debt Service</b>                       | <b>\$ 2,523,124</b> | <b>\$ 1,322,995</b> | <b>\$ 1,200,129</b>  | <b>52.43%</b>            |
|  |     | <b>TRANSFERS</b>                                |                     |                     |                      |                          |
| 99100  | 590 | Operating Transfers (CSH, PREK, HOMELESS)       | \$ 85,179           | 21,220              | \$ 63,959            | 24.91%                   |
| 99100  | 590 | Operating Transfer - SRO Overtime               | \$ 10,000           | 980                 | \$ 9,020             | 9.80%                    |
|  |     | <b>Total Transfers</b>                          | <b>\$ 95,179</b>    | <b>\$ 22,200</b>    | <b>\$ 72,979</b>     | <b>23.32%</b>            |

| JOHNSON CITY SCHOOLS   |  |                       |                       |                                |                                     |
|--|--|-----------------------|-----------------------|--------------------------------|-------------------------------------|
| Statement of Revenues, Expenditures, and Changes in Fund Balance |  |                       |                       |                                |                                     |
| For the Period Ended February 28, 2022                           |  |                       |                       |                                |                                     |
|  |  |                       |                       |                                | 66.67%                              |
|  |  | <b>Amended Budget</b> | <b>Actual Amounts</b> | <b>Budget Amount Remaining</b> | <b>Percentage of Budget to Date</b> |
|  | <b>TOTAL EXPENDITURES</b>                          | <b>\$ 82,293,749</b>  | <b>\$ 48,193,112</b>  | <b>\$ 34,052,384</b>           | <b>58.56%</b>                       |
|  | <b>NET CHANGE IN FUND BALANCE</b>                  | <b>\$ (2,110,336)</b> | <b>\$ 6,038,269</b>   | <b>\$ (8,100,351)</b>          |                                     |
|  | <b>NET CHANGE IN FUND BALANCE BREAKDOWN</b>        |                       |                       |                                |                                     |
|  | <b>UNDESIGNATED</b>                                |                       |                       |                                |                                     |
|  | Medical Insurance                                  | \$ 1,335,318          | \$ 600,000            | \$ 735,318                     |                                     |
|  | Professional Development/Textbooks/Football & Band |                       |                       |                                |                                     |
|  | Travel/Nonrevenue Sports and Arts                  | \$ 630,206            | \$ 142,234            | \$ 487,972                     |                                     |
|  | <b>Total Undesignated Fund Balance</b>             | <b>\$ 1,965,524</b>   | <b>\$ 742,234</b>     | <b>\$ 1,223,290</b>            |                                     |
|  | <b>EDUCARE</b>                                     | <b>\$ 144,812</b>     | <b>\$ (352,267)</b>   | <b>\$ 497,079</b>              |                                     |
|  | <b>Total Net Change in Fund Balance</b>            | <b>\$ 2,110,336</b>   | <b>\$ 389,967</b>     | <b>\$ 1,720,369</b>            |                                     |

| Locality                         | 2016 Rate | Increase    | 2017 Rate | Increase    | 2018 Rate | Increase    | 2019 Rate | Increase  | 2020 Rate | Increase    | 2021 Rate |
|----------------------------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-----------|-----------|-------------|-----------|
| Washington County                | \$ 2.3798 | \$ -        | \$ 2.3798 | \$ -        | \$ 2.3798 | \$ (0.2298) | \$ 2.1500 | \$ -      | \$ 2.1500 | \$ -        | \$ 2.1500 |
| Watauga                          | \$ 0.6184 | \$ 0.0816   | \$ 0.7000 | \$ -        | \$ 0.7000 | \$ -        | \$ 0.7000 | \$ -      | \$ 0.7000 | \$ (0.1300) | \$ 0.5700 |
| Jonesborough                     | \$ 1.3105 | \$ -        | \$ 1.3105 | \$ -        | \$ 1.3105 | \$ (0.1105) | \$ 1.2000 | \$ -      | \$ 1.2000 | \$ -        | \$ 1.2000 |
| Johnson City                     | \$ 1.8700 | \$ 0.0200   | \$ 1.8900 | \$ -        | \$ 1.8900 | \$ (0.1800) | \$ 1.7100 | \$ -      | \$ 1.7100 | \$ 0.0200   | \$ 1.7300 |
| Unicoi County                    | \$ 2.6838 | \$ -        | \$ 2.6838 | \$ -        | \$ 2.6838 | \$ -        | \$ 2.6838 | \$ 0.1700 | \$ 2.8538 | \$ -        | \$ 2.8538 |
| Erwin                            | \$ 1.4100 | \$ 0.0370   | \$ 1.4470 | \$ 0.0150   | \$ 1.4620 | \$ 0.4000   | \$ 1.8620 | \$ -      | \$ 1.8620 | \$ -        | \$ 1.8620 |
| Sullivan County                  | \$ 2.5754 | \$ (0.0254) | \$ 2.5500 | \$ -        | \$ 2.5500 | \$ 0.0200   | \$ 2.5700 | \$ -      | \$ 2.5700 | \$ (0.1638) | \$ 2.4062 |
| Bluff City                       | \$ 1.2800 | \$ -        | \$ 1.2800 | \$ -        | \$ 1.2800 | \$ -        | \$ 1.2800 | \$ -      | \$ 1.2800 | \$ (0.1010) | \$ 1.1790 |
| Bristol                          | \$ 2.2500 | \$ (0.0888) | \$ 2.1612 | \$ -        | \$ 2.1612 | \$ -        | \$ 2.1612 | \$ -      | \$ 2.1612 | \$ (0.1749) | \$ 1.9863 |
| Johnson City                     | \$ 1.8900 | \$ (0.0500) | \$ 1.8400 | \$ -        | \$ 1.8400 | \$ 0.1100   | \$ 1.9500 | \$ -      | \$ 1.9500 | \$ (0.4000) | \$ 1.5500 |
| Kingsport                        | \$ 2.0700 | \$ (0.0950) | \$ 1.9750 | \$ -        | \$ 1.9750 | \$ 0.0893   | \$ 2.0643 | \$ -      | \$ 2.0643 | \$ (0.1860) | \$ 1.8783 |
| Carter County                    | \$ 2.4500 | \$ 0.0200   | \$ 2.4700 | \$ -        | \$ 2.4700 | \$ -        | \$ 2.4700 | \$ -      | \$ 2.4700 | \$ (0.4400) | \$ 2.0300 |
| Elizabethton                     | \$ 1.7900 | \$ -        | \$ 1.7900 | \$ -        | \$ 1.7900 | \$ 0.0600   | \$ 1.8500 | \$ -      | \$ 1.8500 | \$ (0.2800) | \$ 1.5700 |
| Johnson City                     | \$ 1.8300 | \$ 0.0100   | \$ 1.8400 | \$ -        | \$ 1.8400 | \$ (0.0100) | \$ 1.8300 | \$ -      | \$ 1.8300 | \$ (0.2800) | \$ 1.5500 |
| Watauga                          | \$ 0.3500 | \$ 0.3500   | \$ 0.7000 | \$ -        | \$ 0.7000 | \$ -        | \$ 0.7000 | \$ -      | \$ 0.7000 | \$ (0.1300) | \$ 0.5700 |
| Greene County                    | \$ 1.8731 | \$ 0.1000   | \$ 1.9731 | \$ 0.0414   | \$ 2.0145 | \$ -        | \$ 2.0145 | \$ -      | \$ 2.0145 | \$ -        | \$ 2.0145 |
| Greene County for City Residents | \$ 1.6613 | \$ 0.1000   | \$ 1.7613 | \$ 0.0938   | \$ 1.8551 | \$ 0.1294   | \$ 1.9845 | \$ -      | \$ 1.9845 | \$ -        | \$ 1.9845 |
| Greeneville City                 | \$ 2.2153 | \$ -        | \$ 2.2153 | \$ (0.0378) | \$ 2.1775 | \$ -        | \$ 2.1775 | \$ -      | \$ 2.1775 | \$ -        | \$ 2.1775 |
| Hawkins County                   | \$ 2.5323 | \$ -        | \$ 2.5323 | \$ -        | \$ 2.5323 | \$ -        | \$ 2.5323 | \$ -      | \$ 2.5323 | \$ (0.3646) | \$ 2.1677 |
| Rogersville City                 | \$ 1.6700 | \$ -        | \$ 1.6700 | \$ -        | \$ 1.6700 | \$ -        | \$ 1.6700 | \$ -      | \$ 1.6700 | \$ (0.1835) | \$ 1.4865 |
| Bulls Gap                        | \$ 0.6800 | \$ 0.0200   | \$ 0.7000 | \$ -        | \$ 0.7000 | \$ 0.0200   | \$ 0.7200 | \$ -      | \$ 0.7200 | \$ (0.0636) | \$ 0.6564 |
| Church Hill                      | \$ 1.1034 | \$ -        | \$ 1.1034 | \$ -        | \$ 1.1034 | \$ -        | \$ 1.1034 | \$ -      | \$ 1.1034 | \$ (0.1418) | \$ 0.9616 |
| Kingsport                        | \$ 2.0100 | \$ (0.0350) | \$ 1.9750 | \$ -        | \$ 1.9750 | \$ (0.0850) | \$ 1.8900 | \$ -      | \$ 1.8900 | \$ (0.0117) | \$ 1.8783 |
| Mount Carmel                     | \$ 1.3800 | \$ -        | \$ 1.3800 | \$ 0.2900   | \$ 1.6700 | \$ -        | \$ 1.6700 | \$ -      | \$ 1.6700 | \$ (0.2803) | \$ 1.3897 |
| Surgoinsville                    | \$ 1.2000 | \$ -        | \$ 1.2000 | \$ -        | \$ 1.2000 | \$ -        | \$ 1.2000 | \$ -      | \$ 1.2000 | \$ (0.2370) | \$ 0.9630 |

**CITY OF JOHNSON CITY, TENNESSEE**  
**HEALTH INSURANCE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - YTD**  
**For the Eight Months Ended February 28, 2022**

**Revenues:**

Local Government:

|  |                  |  |
|--|------------------|--|
| Employer Contribution                    | \$ 5,851,958     |  |
| Employee Premiums                        | 1,481,642        |  |
| Employer Retiree Contributions           | 522,354          |  |
| Employee Retiree Premiums                | 231,656          |  |
| RDS Subsidy                              | -                |  |
| Prescription Rebates                     | 532,985          |  |
| Stop Loss Reimbursement                  | -                |  |
| Other-Refunds-Animal Shelter             | 29,441           |  |
| <b>Total Revenues - Local Government</b> | <u>8,650,036</u> |  |

Schools:

|                                 |                |  |
|---------------------------------|----------------|--|
| Employer Contribution           | 600,000        |  |
| Employee Premiums               | -              |  |
| Employer Retiree Contributions  | -              |  |
| Employee Retiree Premiums       | -              |  |
| RDS Subsidy                     | -              |  |
| Prescription Rebates            | 223,619        |  |
| Stop Loss Reimbursement         | 19,253         |  |
| <b>Total Revenues - Schools</b> | <u>842,872</u> |  |

**Total Revenues** 9,492,909

**Expenditures:**

Local Government:

|  |                  |  |
|--|------------------|--|
| Medical Claims                               | 5,133,995        |  |
| Prescriptions                                | 3,295,408        |  |
| Administrative Fees                          | 422,474          |  |
| Re-insurance Expense                         |                  |  |
| Insurance Consultant Services Expense        | 53,161           |  |
| Other Professional Services                  | 7,523            |  |
| Bank Service Charges                         | 3,919            |  |
| Health Clinic                                | 141,017          |  |
| Permits and Fees                             |                  |  |
| Diabetes Care Services                       | 9,750            |  |
| Health Assessment Program                    | 94,277           |  |
| <b>Total Expenditures - Local Government</b> | <u>9,161,523</u> |  |

Schools:

|                                       |                |  |
|---------------------------------------|----------------|--|
| Medical Claims                        | 640,617        |  |
| Prescriptions                         | 54,676         |  |
| Administrative Fees                   | 92,709         |  |
| Re-insurance Expense                  |                |  |
| Insurance Consultant Services Expense |                |  |
| Bank Service Charges                  | 3,919          |  |
| Health Clinic                         |                |  |
| Flu Shots                             |                |  |
| Permits and Fees                      |                |  |
| Diabetes Care Services                |                |  |
| Health Assessment Program             |                |  |
| <b>Total Expenditures - Schools</b>   | <u>791,922</u> |  |

**Total Expenditures** 9,953,445

Excess of Revenues Over Expenditures before Other Income (460,536)

Other Income:

|                                    |       |  |
|------------------------------------|-------|--|
| Interest income - Local Government | 9,810 |  |
| Interest income - Schools          | 632   |  |

**Total Other Income** 10,442

Excess of Revenues Over Expenditures (450,095)

**Beginning Fund Balance, UNAUDITED** 5,346,261 change to Audited after audit

**Ending Fund Balance** \$ 4,896,166

|   |                     |
|---|---------------------|
| Fund Balance - Local Government-Unreserved                  | \$ 1,914,897        |
| Fund Balance - Local Government-Reserved for OPEB Liability | 2,596,158           |
| Fund Balance - Schools                                      | 385,111             |
| <b>Total</b>  | <u>\$ 4,896,166</u> |

**CITY OF JOHNSON CITY, TENNESSEE**  
**HEALTH INSURANCE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - YTD**  
**For the Seven Months Ended January 31, 2022**

**Revenues:**

Local Government:

|                                   |                  |  |
|-----------------------------------|------------------|--|
| Employer Contribution             | \$ 5,120,463     |  |
| Employee Premiums                 | 1,306,195        |  |
| Employer Retiree Contributions    | 457,060          |  |
| Employee Retiree Premiums         | 204,493          |  |
| RDS Subsidy                       | -                |  |
| Prescription Rebates              | 262,953          |  |
| Stop Loss Reimbursement           | -                |  |
| Other-Refunds-Animal Shelter      | 26,153           |  |
| Total Revenues - Local Government | <u>7,377,317</u> |  |

Schools:

|                                |                |  |
|--------------------------------|----------------|--|
| Employer Contribution          | 600,000        |  |
| Employee Premiums              | -              |  |
| Employer Retiree Contributions | -              |  |
| Employee Retiree Premiums      | -              |  |
| RDS Subsidy                    | -              |  |
| Prescription Rebates           | 223,619        |  |
| Stop Loss Reimbursement        | 19,253         |  |
| Total Revenues - Schools       | <u>842,872</u> |  |

Total Revenues 8,220,190

**Expenditures:**

Local Government:

|                                       |                  |  |
|---------------------------------------|------------------|--|
| Medical Claims                        | 4,525,884        |  |
| Prescriptions                         | 2,935,394        |  |
| Administrative Fees                   | 372,652          |  |
| Re-insurance Expense                  |                  |  |
| Insurance Consultant Services Expense | 50,244           |  |
| Other Professional Services           | 6,963            |  |
| Bank Service Charges                  | 3,919            |  |
| Health Clinic                         | 141,017          |  |
| Permits and Fees                      |                  |  |
| Diabetes Care Services                | 9,750            |  |
| Health Assessment Program             | 94,277           |  |
| Total Expenditures - Local Government | <u>8,140,100</u> |  |

Schools:

|                                       |                |  |
|---------------------------------------|----------------|--|
| Medical Claims                        | 640,617        |  |
| Prescriptions                         | 54,676         |  |
| Administrative Fees                   | 92,709         |  |
| Re-insurance Expense                  |                |  |
| Insurance Consultant Services Expense |                |  |
| Bank Service Charges                  | 3,919          |  |
| Health Clinic                         |                |  |
| Flu Shots                             |                |  |
| Permits and Fees                      |                |  |
| Diabetes Care Services                |                |  |
| Health Assessment Program             |                |  |
| Total Expenditures - Schools          | <u>791,922</u> |  |

Total Expenditures 8,932,021

Excess of Revenues Over Expenditures before Other Income (711,832)

Other Income:

|                                    |       |  |
|------------------------------------|-------|--|
| Interest income - Local Government | 9,810 |  |
| Interest income - Schools          | 632   |  |

Total Other Income 10,442

Excess of Revenues Over Expenditures (701,390)

**Beginning Fund Balance, UNAUDITED** 5,346,261 change to Audited after audit

Ending Fund Balance \$ 4,644,870

|   |                     |
|---|---------------------|
| Fund Balance - Local Government-Unreserved                  | \$ 1,663,602        |
| Fund Balance - Local Government-Reserved for OPEB Liability | 2,596,158           |
| Fund Balance - Schools                                      | <u>385,111</u>      |
| Total   | <u>\$ 4,644,870</u> |

|       |                                | AMOUNT         |
|-------|--------------------------------|----------------|
| Acct  | Acct                           |                |
| A     | Asset                          |                |
| 11130 | CASH IN BANK                   | 13,639,529.97  |
| 11131 | FOOD SERVICE CASH              | -4.64          |
| 11200 | INVENTORIES                    | 66,490.41      |
| 11300 | INVESTMENTS                    | 528,263.02     |
| 11410 | ACCOUNTS RECEIVABLE            | 707.00         |
| 11420 | DUE FROM WASHINGTON CO GASB 33 | 16,194,309.00  |
| 11430 | DUE FROM OTHER GOVERNMENTS     | 4,912,674.11   |
| 11440 | DUE FROM OTHER FUNDS           | 0.00           |
| 11460 | DUE FROM CITY GENERAL FUND     | 0.00           |
| 12000 | SBAA CASH                      | 0.00           |
| 71100 | REGULAR INSTRUCTION PROGRAM    | 0.00           |
| ----- | Asset                          | 35,341,968.87  |
|       |                                | =====          |
| L     | Liability                      |                |
| 21100 | ACCOUNTS PAYABLE               | 2,880.00       |
| 21200 | ACCRUED PAYROLL                | -2,103,773.84  |
| 21310 | INCOME TAX WITHHELD AND UNPAID | -0.25          |
| 21311 | STATE INCOME TAX               | -378.01        |
| 21320 | SOCIAL SECURITY TAX            | -130,434.61    |
| 21325 | EMPLOYEE MEDICARE DEDUCTION    | -30,504.88     |
| 21330 | RETIREMENT CONTRIBUTIONS       | -266,805.90    |
| 21331 | THE TRUST COMPANY              | -6,315.27      |
| 21332 | GREAT WEST DC PLAN             | 80.35          |
| 21340 | FAMILY HEALTH INSURANCE        | 0.00           |
| 21341 | MEDICAL INSURANCE              | 161,317.56     |
| 21342 | SECTION 125                    | -57,323.68     |
| 21344 | PAYROLL DEDUCTIONS             | -1,267.72      |
| 21345 | JCEA                           | 0.00           |
| 21346 | NTA                            | 0.00           |
| 21347 | NAS INC                        | 0.00           |
| 21348 | DENTAL INSURANCE               | 11,685.87      |
| 21350 | TAX SHELTER ANNUITIES          | -295.75        |
| 21351 | HEALTH SAVINGS ACCOUNT         | -3,600.00      |
| 21360 | GARNISHMENTS AND LEVIES        | 0.00           |
| 21370 | EXTENSION SERVICE PAYROLL DEDU | 0.00           |
| 21390 | OTHER PAYROLL DEDUCTIONS       | -3,802.12      |
| 21500 | DUE TO OTHER FUNDS             | 0.00           |
| 21518 | DEFERRED REVENUE               | -16,194,309.00 |
| 21520 | DUE TO FOOD SERVICE            | -5,271.98      |
| 21521 | REVTRAK CLEARING ACCOUNT       | 669.06         |
| 21540 | DUE TO DEBT SERVICE FUND 1/4 C | -454,466.01    |
| 21555 | DUE TO OTHER GOVERNMENTS       | -12,754.07     |
| ----- | Liability                      | -19,094,670.25 |
|       |                                | =====          |

| Acct  | Acct                           | AMOUNT         |
|-------|--------------------------------|----------------|
| Q     | Equity                         |                |
| 34110 | RESERVED FOR ENCUMBRANCES - CU | -163,660.04    |
| 34130 | RESERVED FOR CHROMEBOOKS       | -58,360.31     |
| 34141 | RESERVED FOR SITE-BASED        | 0.00           |
| 34142 | RESERVED FOR THE ARTS          | 0.00           |
| 34143 | RESERVED FOR ADULT EDUCATION   | 0.00           |
| 34144 | LOCAL EXTENDED CONTRACT        | 0.00           |
| 34145 | RESERVED FOR BOILER - MAINTENA | 0.00           |
| 34147 | RESERVED FOR MAINTENANCE EQUIP | 0.00           |
| 34150 | RESERVED FOR INVENTORY         | -49,014.57     |
| 34170 | RESERVED FOR PROJECT SMILE     | 0.00           |
| 34179 | LOCAL EXTENDED CONTRACTS       | -20,696.80     |
| 34180 | RESERVED FOR SUMMER SCHOOL     | 0.00           |
| 34181 | RESERVED FOR LOCAL DONATIONS   | -15,788.56     |
| 34379 | RESERVED FOR EXTENDED CONTRACT | 0.00           |
| 34380 | RESERVED FOR CAREER LADDER PRO | 10,058.57      |
| 34381 | RESERVED FOR BEP CLASSROOM     | 0.00           |
| 34383 | RESERVED FOR TECHNOLOGY        | 0.00           |
| 34384 | RESERVED FOR TEXTBOOKS         | -130,415.80    |
| 34385 | RESERVED FOR STAFF DEVELOPMENT | 0.00           |
| 34390 | OTHER STATE EDUCATION RESERVES | 0.00           |
| 34391 | RESERVED FOR SUMMER YOUTH      | 0.00           |
| 34392 | RESERVED FOR TECH CENTER AUCTI | 0.00           |
| 34393 | RESERVED FOR CAPITAL OUTLAY    | -94,029.94     |
| 34394 | RESERVE FOR HVAC               | 0.00           |
| 34395 | RESERVE FOR SPECIAL BUDGET REQ | -55,128.19     |
| 34400 | RESERVED FOR COMPENSATED ABSEN | -72,301.73     |
| 34450 | RESERVED FOR GOLLONG           | 0.00           |
| 35110 | DESIGNATED FOR 0.03 FUND BALAN | -2,351,262.30  |
| 35120 | DESIGNATED FOR STIMULUS RECOVE | 0.00           |
| 39000 | UNDESIGNATED FUND BALANCE      | -13,246,698.95 |
| ----- | Equity                         | -16,247,298.62 |
|       |                                | =====          |
| ----- |                                | 0.00           |
|       | Grand Asset Totals             | 35,341,968.87  |
|       | Grand Liability Totals         | -19,094,670.25 |
|       | Grand Equity Totals            | -16,247,298.62 |
|       | Grand Totals                   | 0.00           |

Number of Accounts: 373

\*\*\*\*\* End of report \*\*\*\*\*

| Fnd Acct | Acct  | AMENDED BUDGET                 | MONTH-TO-DATE COLLECTIONS | YEAR-TO-DATE COLLECTIONS | UNCOLLECTED REVENUES | PERCENT COLLECTED |         |
|----------|-------|--------------------------------|---------------------------|--------------------------|----------------------|-------------------|---------|
| 40000    |       |                                |                           |                          |                      |                   |         |
| 141      | 40110 | CURRENT PROPERTY TAX           | 11,897,264.00             | 1,240,473.16             | 7,317,280.81         | 4,579,983.19      | 61.50%  |
| 141      | 40120 | TRUSTEE'S COLLECTIONS - PRIOR  | 403,150.00                | 13,075.30                | 111,621.89           | 291,528.11        | 27.69%  |
| 141      | 40130 | CIRCUIT CLERK/CLERK & MASTER C | 224,405.00                | 2,193.26                 | 41,192.10            | 183,212.90        | 18.36%  |
| 141      | 40140 | INTEREST AND PENALTY           | 188,000.00                | 2,954.64                 | 27,415.53            | 160,584.47        | 14.58%  |
| 141      | 40150 | PICK-UP TAXES                  | 0.00                      | 0.00                     | 38.57                | -38.57            | 0.00%   |
| 141      | 40162 | PAYMENTS IN LIEU OF TAXES - LO | 192,000.00                | 0.00                     | 198,921.14           | -6,921.14         | 103.60% |
| 141      | 40163 | PAYMENTS IN LIEU OF TAXES - OT | 15,000.00                 | 28.02                    | 9,528.37             | 5,471.63          | 63.52%  |
| 141      | 40210 | LOCAL OPTION SALES TAX         | 15,198,850.00             | 1,653,213.21             | 12,392,428.11        | 2,806,421.89      | 81.54%  |
| 141      | 40270 | BUSINESS TAX                   | 315,000.00                | 14,468.59                | 144,638.06           | 170,361.94        | 45.92%  |
| 141      | 40275 | MIXED DRINK TAX                | 0.00                      | 0.00                     | 9.68                 | -9.68             | 0.00%   |
| 141      | 40320 | BANK EXCISE TAX                | 32,000.00                 | 0.00                     | 0.00                 | 32,000.00         | 0.00%   |
| 141      | 40350 | INTERSTATE TELECOMMUNICATIONS  | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 40390 | OTHER STATUTORY LOCAL TAXES    | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 40--- |                                | 28,465,669.00             | 2,926,406.18             | 20,243,074.26        | 8,222,594.74      | 71.11%  |
| 41000    |       |                                |                           |                          |                      |                   |         |
| 141      | 41110 | MARRIAGE LICENSE               | 1,500.00                  | 93.78                    | 1,168.01             | 331.99            | 77.87%  |
| 141      | 41--- |                                | 1,500.00                  | 93.78                    | 1,168.01             | 331.99            | 77.87%  |
| 43000    |       |                                |                           |                          |                      |                   |         |
| 141      | 43511 | TUITION - REGULAR DAY STUDENTS | 250,000.00                | 19,607.58                | 206,041.63           | 43,958.37         | 82.42%  |
| 141      | 43512 | TUITION - ADULT EDUCATION      | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 43513 | TUITION - SUMMER SCHOOL        | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 43517 | TUITION - ONLINE LEARNING      | 0.00                      | 100.00                   | 150.00               | -150.00           | 0.00%   |
| 141      | 43581 | COMMUNITY SERVICE FEES-CHILDRE | 1,449,160.00              | 105,226.87               | 1,047,134.36         | 402,025.64        | 72.26%  |
| 141      | 43990 | OTHER CHARGES FOR SERVICES     | 36,000.00                 | 717.00                   | 25,636.41            | 10,363.59         | 71.21%  |
| 141      | 43--- |                                | 1,735,160.00              | 125,651.45               | 1,278,962.40         | 456,197.60        | 73.71%  |
| 44000    |       |                                |                           |                          |                      |                   |         |
| 141      | 44110 | INTEREST EARNED                | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 44120 | LEASE / RENTALS                | 50,000.00                 | 290.00                   | 81,288.00            | -31,288.00        | 162.58% |
| 141      | 44146 | E-RATE FUNDING                 | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 44160 | RETIREEES' INSURANCE PAYMENTS  | 100,000.00                | 613.50                   | 9,286.61             | 90,713.39         | 9.29%   |
| 141      | 44170 | MISCELLANEOUS REFUNDS          | 118,500.00                | 614.38                   | 5,636.18             | 112,863.82        | 4.76%   |
| 141      | 44530 | SALE OF EQUIPMENT              | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 44570 | CONTRIBUTIONS                  | 10,000.00                 | 640.00                   | 11,862.72            | -1,862.72         | 118.63% |
| 141      | 44990 | OTHER LOCAL REVENUES           | 1,000.00                  | 16.46                    | 310.38               | 689.62            | 31.04%  |
| 141      | 44--- |                                | 279,500.00                | 2,174.34                 | 108,383.89           | 171,116.11        | 38.78%  |
| 46000    |       |                                |                           |                          |                      |                   |         |
| 141      | 46511 | BASIC EDUCATION PROGRAM        | 35,337,000.00             | 3,537,900.00             | 24,765,300.00        | 10,571,700.00     | 70.08%  |
| 141      | 46512 | BEP ARRA                       | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |
| 141      | 46530 | ENGERY EFFICIENT SCHOOLS       | 0.00                      | 0.00                     | 0.00                 | 0.00              | 0.00%   |

| <u>Fnd</u>           | <u>Acct</u> | <u>Acct</u>                 | <u>AMENDED</u><br><u>BUDGET</u> | <u>MONTH-TO-DATE</u><br><u>COLLECTIONS</u> | <u>YEAR-TO-DATE</u><br><u>COLLECTIONS</u> | <u>UNCOLLECTED</u><br><u>REVENUES</u> | <u>PERCENT</u><br><u>COLLECTED</u> |
|----------------------|-------------|-----------------------------|---------------------------------|--|---|---------------------------------------|------------------------------------|
| 46000                |             |                             |                                 |  |   |                                       |                                    |
| 141                  | 46550       | DRIVER EDUCATION            | 9,000.00                        | 0.00                                       | 0.00                                      | 9,000.00                              | 0.00%                              |
| 141                  | 46590       | OTHER STATE EDUCATION FUNDS | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46592       | INTERNET CONNECTIVITY       | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46610       | CAREER LADDER PROGRAM       | 136,000.00                      | 0.00                                       | 62,161.32                                 | 73,838.68                             | 45.71%                             |
| 141                  | 46612       | EXTENDED CONTRACT           | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46615       | EXTENDED CONTRACT ARRA      | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46690       | TEST FEE                    | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46850       | MIXED DRINK TAX             | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46980       | OTHER STATE GRANTS          | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46990       | OTHER STATE REVENUES        | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 46---       |                             | 35,482,000.00                   | 3,537,900.00                               | 24,827,461.32                             | 10,654,538.68                         | 69.97%                             |
| 47000                |             |                             |                                 |  |   |                                       |                                    |
| 141                  | 47304       | REMOTE TECHNOLOGY GRANT     | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 47590       | OTHER FEDERAL THROUGH STATE | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 47640       | ROTC REIMBURSEMENT          | 60,000.00                       | 2,800.25                                   | 20,973.48                                 | 39,026.52                             | 34.96%                             |
| 141                  | 47---       |                             | 60,000.00                       | 2,800.25                                   | 20,973.48                                 | 39,026.52                             | 34.96%                             |
| 48000                |             |                             |                                 |  |   |                                       |                                    |
| 141                  | 48610       | DONATIONS                   | 0.00                            | 0.00                                       | 200.61                                    | -200.61                               | 0.00%                              |
| 141                  | 48---       |                             | 0.00                            | 0.00                                       | 200.61                                    | -200.61                               | 0.00%                              |
| 49000                |             |                             |                                 |  |   |                                       |                                    |
| 141                  | 49800       | OPERATING TRANSFERS         | 0.00                            | 0.00                                       | 0.00                                      | 0.00                                  | 0.00%                              |
| 141                  | 49810       | CITY GENERAL FUND TRANSFER  | 14,159,584.00                   | 968,894.67                                 | 7,751,157.36                              | 6,408,426.64                          | 54.74%                             |
| 141                  | 49---       |                             | 14,159,584.00                   | 968,894.67                                 | 7,751,157.36                              | 6,408,426.64                          | 54.74%                             |
| Grand Revenue Totals |             |                             | 80,183,413.00                   | 7,563,920.67                               | 54,231,381.33                             | 25,952,031.67                         | 67.63%                             |

Number of Accounts: 165

\*\*\*\*\* End of report \*\*\*\*\*

| Fnd Acct             | Acct  | AMENDED BUDGET<br>AMOUNT       | MONTH-TO-DATE<br>EXPENDITURES | YEAR-TO-DATE<br>EXPENDITURES | OUTSTANDING<br>ENCUMBRANCES | 2021-22 FYTD<br>Unencumbered Bal | Percent of<br>Budget Remaining |       |
|----------------------|-------|--------------------------------|-------------------------------|------------------------------|-----------------------------|----------------------------------|--------------------------------|-------|
| 141                  | 71100 | REGULAR INSTRUCTION PROGRAM    | 42,528,473.37                 | 3,639,109.01                 | 26,903,282.66               | 86,005.54                        | 15,539,185.17                  | 36.54 |
| 141                  | 71150 | ALTERNATIVE INSTRUCTION PROGRA | 1,123,080.00                  | 93,003.64                    | 715,126.68                  | 0.00                             | 407,953.32                     | 36.32 |
| 141                  | 71200 | SPECIAL EDUCATION PROGRAM      | 4,775,335.00                  | 451,229.50                   | 3,036,327.88                | 0.00                             | 1,739,007.12                   | 36.42 |
| 141                  | 71300 | VOCATION EDUCATION PROGRAM     | 2,098,735.00                  | 188,704.54                   | 1,321,787.91                | 7,728.64                         | 769,218.45                     | 36.65 |
| 141                  | 71600 | ADULT EDUCATION PROGRAM        | 0.00                          | 0.00                         | 0.00                        | 0.00                             | 0.00                           | 0.00  |
| 141                  | 72110 | ATTENDANCE                     | 46,000.00                     | 0.00                         | 45,851.01                   | 0.00                             | 148.99                         | 0.32  |
| 141                  | 72120 | HEALTH SERVICES                | 686,625.00                    | 13,474.18                    | 112,867.86                  | 1,870.00                         | 571,887.14                     | 83.29 |
| 141                  | 72130 | OTHER STUDENT SUPPORT          | 2,011,183.00                  | 151,470.33                   | 1,093,647.95                | 0.00                             | 917,535.05                     | 45.62 |
| 141                  | 72210 | REGULAR INSTRUCTION PROGRAM    | 3,681,336.47                  | 253,308.12                   | 2,086,029.87                | 50,469.43                        | 1,544,837.17                   | 41.96 |
| 141                  | 72215 | ALTERNATIVE INSTRUCTION PROGRA | 59,602.00                     | 4,517.43                     | 37,875.01                   | 0.00                             | 21,726.99                      | 36.45 |
| 141                  | 72220 | SPECIAL EDUCATION PROGRAM      | 626,567.00                    | 53,119.38                    | 399,763.69                  | 6,136.90                         | 220,666.41                     | 35.22 |
| 141                  | 72230 | VOCATION EDUCATION PROGRAM     | 362,411.00                    | 20,668.72                    | 204,002.50                  | 26,732.18                        | 131,676.32                     | 36.33 |
| 141                  | 72250 | TECHNOLOGY                     | 2,036,983.00                  | 121,896.14                   | 1,179,011.03                | 16,233.92                        | 841,738.05                     | 41.32 |
| 141                  | 72260 | ADULT PROGRAMS                 | 0.00                          | 0.00                         | 0.00                        | 0.00                             | 0.00                           | 0.00  |
| 141                  | 72310 | BOARD OF EDUCATION             | 1,125,974.75                  | 45,409.59                    | 408,621.57                  | 9,450.87                         | 707,902.31                     | 62.87 |
| 141                  | 72320 | OFFICE OF THE SUPERINTENDENT   | 456,613.00                    | 29,115.16                    | 284,499.46                  | 976.42                           | 171,137.12                     | 37.48 |
| 141                  | 72410 | OFFICE OF THE PRINCIPAL        | 5,342,886.00                  | 435,194.47                   | 3,431,512.75                | 1,211.10                         | 1,910,162.15                   | 35.75 |
| 141                  | 72510 | FISCAL SERVICES                | 513,491.00                    | 40,340.24                    | 313,460.20                  | 1,218.90                         | 198,811.90                     | 38.72 |
| 141                  | 72520 | HUMAN RESOURCES                | 252,797.00                    | 21,306.99                    | 166,438.87                  | 0.00                             | 86,358.13                      | 34.16 |
| 141                  | 72610 | OPERATION OF PLANT             | 5,013,862.40                  | 433,652.12                   | 2,989,323.48                | 0.00                             | 2,024,538.92                   | 40.38 |
| 141                  | 72620 | MAINTENANCE OF PLANT           | 2,058,881.13                  | 192,279.20                   | 1,189,777.87                | 11,797.75                        | 857,305.51                     | 41.64 |
| 141                  | 72710 | TRANSPORTATION                 | 2,667,353.00                  | 8,043.94                     | 51,279.88                   | 0.00                             | 2,616,073.12                   | 98.08 |
| 141                  | 72810 | CENTRAL AND OTHER              | 110,149.00                    | 6,958.60                     | 70,025.21                   | 599.45                           | 39,524.34                      | 35.88 |
| 141                  | 73300 | COMMUNITY SERVICES             | 1,324,007.96                  | 73,212.02                    | 560,931.00                  | 61,268.65                        | 701,808.31                     | 53.01 |
| 141                  | 73400 | EARLY CHILDHOOD EDUCATION      | 393,013.00                    | 26,461.68                    | 183,907.07                  | 325.64                           | 208,780.29                     | 53.12 |
| 141                  | 76100 | REGULAR CAPITAL OUTLAY         | 380,087.25                    | 1,393.10                     | 62,566.00                   | 74,867.02                        | 242,654.23                     | 63.84 |
| 141                  | 82130 | PRINCIPAL                      | 2,287,054.00                  | 314,005.84                   | 1,219,874.44                | 0.00                             | 1,067,179.56                   | 46.66 |
| 141                  | 82230 | INTEREST                       | 236,070.00                    | 0.00                         | 103,120.19                  | 0.00                             | 132,949.81                     | 56.32 |
| 141                  | 99100 | TRANSFERS TO OTHER FUNDS       | 95,179.00                     | 0.00                         | 22,199.85                   | 0.00                             | 72,979.15                      | 76.68 |
| Grand Expense Totals |       | 82,293,749.33                  | 6,617,873.94                  | 48,193,111.89                | 356,892.41                  | 33,743,745.03                    | 41.00                          |       |

Number of Accounts: 5008

\*\*\*\*\* End of report \*\*\*\*\*

**SCHOOL BOARD AGENDA ITEM  
APRIL 2022 MEETING**

**TOPIC:** PEP – SALES TAX “Educational Facilities Trust Fund”

**BACKGROUND INFORMATION:**

**PEP – Sales Tax Acct:**

As of February 28, 2022, the Educational Facilities account had a balance of \$6,101,315. Sales Tax deposits for February consisted of \$300,030 for the City portion and \$163,668 for the Schools portion. Receipts for the month of February were \$66,842 above February 2021, an increase of 16.8%.

Collections received for the year are \$470,557 above 2020-2021 (17.1% increase). February receipts growth (percentage increase) was slightly down from earlier in the year but still significantly higher than previous years.

Disbursements consisted of the monthly interest payment on the 2010 Series VII-I-1 Bond Issue.

March 3, 2022, the Johnson City Commission approved an Initial Bond Resolution that included \$2.1 million of debt to be paid with PEP Funds. The \$2.1 million is debt is to fund Indian Trail Field Turf \$1.1 million, Science Hill Track Turf \$300,000 and Woodland, Lake Ridge, and South Side Additions of \$700,000. A copy of the Initial Bond Resolution from the City Commission Agenda is attached.

Please feel free to call me if you have questions (434-5212).

**RESPECTFULLY SUBMITTED:** *Leia Valley*

**PEP Sales Tax Account (Educational Facilities Trust)**  
**February 28, 2022**

|                                      | FY22 Budget            | February, 2022         | January, 2022            | 2nd Quarter            | 1st Quarter            | Current Year to Date   | % of Budget   | Previous Year to Date  |
|--------------------------------------|------------------------|------------------------|--------------------------|------------------------|------------------------|------------------------|---------------|------------------------|
| <b>Beginning Bank Balance</b>        |                        | <b>\$ 5,666,638.83</b> | <b>\$ 7,394,380.22</b>   | <b>\$ 6,302,969.91</b> | <b>\$ 5,176,323.25</b> | <b>\$ 5,176,323.25</b> |               | <b>\$ 3,037,748.18</b> |
| <b>Revenues</b>                      |                        |                        |                          |                        |                        |                        |               |                        |
| City Sales Tax                       | \$ 2,450,000.00        | \$ 300,029.62          | \$ 262,442.30            | \$ 720,748.45          | \$ 724,032.88          | \$ 2,007,253.25        | 81.93%        | \$ 1,727,577.75        |
| School Sales Tax                     | 1,500,000.00           | 163,668.11             | 150,337.73               | 451,402.55             | 454,466.05             | \$ 1,219,874.44        | 81.32%        | \$ 1,028,992.46        |
| Interest                             | 4,000.00               | -                      | 406.75                   | 1,017.12               | 865.01                 | \$ 2,288.88            | 57.22%        | \$ 1,595.89            |
| <b>Total Revenues</b>                | <b>3,954,000.00</b>    | <b>463,697.73</b>      | <b>413,186.78</b>        | <b>1,173,168.12</b>    | <b>1,179,363.94</b>    | <b>3,229,416.57</b>    | <b>81.67%</b> | <b>2,758,166.10</b>    |
| <b>Expenditures</b>                  |                        |                        |                          |                        |                        |                        |               |                        |
| 2010 Series VII-I-1 Principal        | 415,000.00             | -                      | -                        | -                      | -                      | -                      | 0.00%         | -                      |
| 2010 Series VII-I-1 Interest         | 744,150.00             | 29,021.83              | 9,212.31                 | 54,605.45              | 52,706.06              | 145,545.65             | 19.56%        | 192,846.53             |
| 2012 GO Refunding - Principal        | -                      | -                      | -                        | -                      | -                      | -                      | #DIV/0!       | -                      |
| 2012 GO Refunding - Interest         | -                      | -                      | -                        | -                      | -                      | -                      | #DIV/0!       | 17,543.75              |
| 2016A Series (Roofs) - Principal     | -                      | -                      | -                        | -                      | -                      | -                      | #DIV/0!       | -                      |
| 2016A Series (Roofs) - Interest      | -                      | -                      | -                        | -                      | -                      | -                      | #DIV/0!       | -                      |
| 2007 Series D-9-A (Swap Payment) Int | -                      | -                      | -                        | -                      | -                      | -                      | #DIV/0!       | 85,205.65              |
| 2019 GO Bond Library Roof- Principal | 70,000.00              | -                      | -                        | -                      | -                      | -                      | 0.00%         | -                      |
| 2019 Library Roof GO Bond - Interest | 7,250.00               | -                      | -                        | 3,625.00               | -                      | 3,625.00               | 50.00%        | 5,250.00               |
| 2019 GO Refunding Principal          | 665,000.00             | -                      | -                        | -                      | -                      | -                      | 0.00%         | -                      |
| 2019 GO Refunding Interest           | 47,000.00              | -                      | -                        | 23,500.00              | -                      | 23,500.00              | 50.00%        | 36,000.00              |
| 2020 Refunding Principal             | 377,849.00             | -                      | 377,849.46               | -                      | -                      | 377,849.46             | 100.00%       | -                      |
| 2020 GO Refunding Interest           | 51,183.00              | -                      | 25,591.40                | -                      | -                      | 25,591.40              | 50.00%        | -                      |
| 2020 GO - Elem Additions Principal   | 1,395,000.00           | -                      | 1,395,000.00             | -                      | -                      | 1,395,000.00           | 100.00%       | -                      |
| 2020 GO - Elem Additions Interest    | 666,550.00             | -                      | 333,275.00               | -                      | -                      | 333,275.00             | 50.00%        | 148,829.86             |
| Bank Services Charges                | 3,000.00               | -                      | -                        | 27.36                  | 11.22                  | 38.58                  | 1.29%         | 490.64                 |
| <b>Total Expenditures</b>            | <b>4,441,982.00</b>    | <b>29,021.83</b>       | <b>2,140,928.17</b>      | <b>81,757.81</b>       | <b>52,717.28</b>       | <b>2,304,425.09</b>    | <b>51.88%</b> | <b>486,166.43</b>      |
| <b>Total Net</b>                     | <b>\$ (487,982.00)</b> | <b>\$ 434,675.90</b>   | <b>\$ (1,727,741.39)</b> | <b>\$ 1,091,410.31</b> | <b>\$ 1,126,646.66</b> | <b>\$ 924,991.48</b>   |               | <b>\$ 2,271,999.67</b> |
| <b>Ending Balance</b>                |                        | <b>\$ 6,101,314.73</b> | <b>\$ 5,666,638.83</b>   | <b>\$ 7,394,380.22</b> | <b>\$ 6,302,969.91</b> | <b>\$ 6,101,314.73</b> |               | <b>\$ 5,309,747.85</b> |
| <b>Statement Balance</b>             |                        |                        | <b>\$ 5,516,301.10</b>   |                        |                        |                        |               |                        |
| <b>Difference</b>                    |                        |                        | <b>\$ (150,337.73)</b>   |                        |                        |                        |               |                        |

City Commission

# AGENDA SUMMARY

March 3, 2022: Approved by the Board of Commissioners

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**SUBJECT:** Consider approval of an Initial Bond Resolution

**MEETING:** City Commission - Mar 03 2022

**DEPARTMENT:** Finance Department

**STAFF CONTACT:** Raven Chesser, Administrative Coordinator

## SUMMARY:

Consideration of an Initial Bond Resolution authorizing the issuance of not to exceed seventy-four million one hundred twenty-five thousand and no/100 dollars (\$74,125,000) General Obligation Bonds of the City of Johnson City, Tennessee.

## STAFF RECOMMENDATION:

Staff recommends approval.

## SUPPORTING DOCUMENTS:

[Initial Resolution Not to Exceed 74,125,000](#)

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SEVENTY-FOUR MILLION ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$74,125,000) GENERAL OBLIGATION BONDS OF THE CITY OF JOHNSON CITY, TENNESSEE**

BE IT RESOLVED by the Board of Commissioners (the "Board of Commissioners") of the City of Johnson City, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, the (i) construction of extensions and improvements to the water and sewer system of the Municipality; (ii) construction of extensions and improvements to the stormwater management system; (iii) construction and improvement of public roads, streets and sidewalks; (iv) construction and improvement of parks and recreation facilities and the purchase of equipment therefor; (v) construction and improvement of municipal administrative facilities and the purchase of equipment therefor; (vi) construction and improvements to schools or other educational facilities of the Municipality; (vii) acquisition of all property, real and personal, appurtenant thereto or connected with such public works projects of the Municipality; (viii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (ix) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (x) payment of costs incident to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$74,125,000, which shall bear interest at a rate or rates not to exceed six percent (6%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. That portion of the bonds that finances extensions and improvements to the water/sewer system shall be additionally payable from but not secured by the revenues to be derived from the operation of the water/sewer system and that portion of the bonds that finances extensions and improvements to the stormwater system shall be additionally payable from but not secured by revenues to be derived from the operation of the stormwater system. That portion of the bonds that finances school or other educational facilities shall be additionally secured by and payable from the Municipality's portion of the revenues derived from the one-fourth (1/4) cent increase in the sales and use tax levied by Washington County, Tennessee, pursuant to Sections 67-6-701, et seq., and a resolution of the Board of County Commissioners of Washington County approved at a referendum held on May 3, 1994.

BE IT FURTHER RESOLVED by the City Commission of the City of Johnson City, Tennessee that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$74,125,000 in general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

**NOTICE**

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Janet Jennings, City Recorder

Adopted and approved this 3<sup>rd</sup> day of March, 2022.

/s/ \_\_\_\_\_  
Mayor

ATTEST:

/s/ \_\_\_\_\_  
City Recorder

STATE OF TENNESSEE )

COUNTY OF WASHINGTON )

I, Janet Jennings, certify that I am the duly qualified and acting City Recorder of the City of Johnson City, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on March 3, 2022; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$74,125,000 General Obligation Bonds of said Municipality.

WITNESS my official signature of said Municipality on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Recorder

## General Fund Debt Service % Comparison to Policy

|                            | 2022         | 2023         | 2024         | 2025         | 2026         | 2027         | 2028+         | Total          |
|----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|----------------|
| <b>Debt Service</b>        |              |              |              |              |              |              |               |                |
| <b>New Debt - \$35M</b>    | -            | 2,353        | 2,353        | 2,353        | 2,353        | 2,353        | 35,286        | 47,051         |
| <b>Current Outstanding</b> | 8,826        | 7,574        | 7,195        | 6,959        | 6,134        | 5,359        | 43,305        | 85,352         |
| <b>Total</b>               | <b>8,826</b> | <b>9,927</b> | <b>9,548</b> | <b>9,312</b> | <b>8,487</b> | <b>7,712</b> | <b>78,591</b> | <b>132,403</b> |
| <b>% Debt Service*</b>     | 9.7%         | 10.7%        | 10.1%        | 9.7%         | 8.7%         | 7.7%         |               |                |
| <b>Excess Debt Service</b> | (253)        | 676          | 121          | (295)        | (1,303)      | (2,264)      |               |                |

|                            | 2022         | 2023          | 2024         | 2025         | 2026         | 2027         | 2028+         | Total          |
|----------------------------|--------------|---------------|--------------|--------------|--------------|--------------|---------------|----------------|
| <b>Debt Service</b>        |              |               |              |              |              |              |               |                |
| <b>New Debt - \$40M</b>    | -            | 2,689         | 2,689        | 2,689        | 2,689        | 2,689        | 40,328        | 53,773         |
| <b>Current Outstanding</b> | 8,826        | 7,574         | 7,195        | 6,959        | 6,134        | 5,359        | 43,305        | 85,352         |
| <b>Total</b>               | <b>8,826</b> | <b>10,263</b> | <b>9,884</b> | <b>9,648</b> | <b>8,823</b> | <b>8,048</b> | <b>83,633</b> | <b>139,125</b> |
| <b>% Debt Service</b>      | 9.7%         | 11.1%         | 10.5%        | 10.0%        | 9.0%         | 8.1%         |               |                |
| <b>Excess Debt Service</b> | (253)        | 1,012         | 457          | 41           | (967)        | (1,928)      |               |                |

|                            | 2022         | 2023          | 2024          | 2025         | 2026         | 2027         | 2028+         | Total          |
|----------------------------|--------------|---------------|---------------|--------------|--------------|--------------|---------------|----------------|
| <b>Debt Service</b>        |              |               |               |              |              |              |               |                |
| <b>New Debt - \$43.5M</b>  | -            | 2,924         | 2,924         | 2,924        | 2,924        | 2,924        | 43,858        | 58,478         |
| <b>Current Outstanding</b> | 8,826        | 7,574         | 7,195         | 6,959        | 6,134        | 5,359        | 43,305        | 85,352         |
| <b>Total</b>               | <b>8,826</b> | <b>10,498</b> | <b>10,119</b> | <b>9,883</b> | <b>9,058</b> | <b>8,283</b> | <b>87,163</b> | <b>143,830</b> |
| <b>% Debt Service</b>      | 9.7%         | 11.3%         | 10.7%         | 10.3%        | 9.3%         | 8.3%         |               |                |
| <b>Excess Debt Service</b> | (253)        | 1,247         | 692           | 276          | (732)        | (1,693)      |               |                |

Meets policy

\*Assumes 1.9% historical average growth in Expenditures

**City of Johnson City**  
**2022 Bond Issuance**

|   | <b>2022</b>              |
|---|--------------------------|
|   | <b>Bonds</b>             |
| <b><u>General Fund</u></b>                |                          |
| West Walnut Street                        | 23,104,372               |
| Winged Deer Park                          | 17,090,391               |
| Oakland/MountainView Improvements         | 2,500,000                |
| State of Franklin/Knob Creek Intersection | 750,000                  |
|   | <u>43,444,763</u>        |
| <b><u>Water/Sewer</u></b>                 |                          |
| B Wastewater Station Forcemain            | 6,500,000                |
| C Wastewater Lift Station Replacement     | 3,400,000                |
| Lower Boones Creek Interceptor Phase II   | 5,200,000                |
| Service Center Replacement                | 1,300,000                |
| West Walnut Street                        | 8,600,000                |
| Water/Sewer                               | <u>25,000,000</u>        |
| <b><u>Stormwater</u></b>                  |                          |
| West Walnut Street                        | 3,000,000                |
| <b><u>PEP - Schools</u></b>               |                          |
| Indian Trail Field Turf                   | 1,100,000                |
| Science Hill Track Turf                   | 300,000                  |
| Woodland, LakeRidge, Southside Overage    | 700,000                  |
| PEP - Schools                             | <u>2,100,000</u>         |
| <br>                                      |                          |
| Total Bond Proceeds Required              | 73,544,763               |
| <br>                                      |                          |
| Bond Issuance Costs <sup>1</sup>          | 178,817                  |
| Underwriter's Discount (estimate)         | 396,325                  |
| Rounding                                  | 5,095                    |
| Delivery Date Expenses                    | <u>580,237</u>           |
| <br>                                      |                          |
| Total Bond Issue                          | <u><u>74,125,000</u></u> |



## **Johnson City Board of Education Regular Meeting**

March 7, 2022

The Johnson City Board of Education met in regular session on March 7, 2022, at 6:00 PM in the Board Room at the Central Office.

Attendance Taken at 6:00 PM.

Dr. Ginger Carter: Present  
Mr. Herb Greenlee: Absent  
Mr. Tom Hager: Present  
Mrs. Kathy Hall: Present  
Mrs. Beth Simpson: Present  
Ms. Michelle Treece: Present  
Mr. Robert Williams: Present

Present: 6, Absent: 1.

### **1. CALL TO ORDER AND OPENING**

- A. Call to Order and Welcome
- B. Moment of Silence
- C. Pledge of allegiance to the flag
- D. Art work on display
- E. Update on Cherokee

### **2. RECOGNITIONS**

### **3. ADOPTION OF AGENDA**

Motion to adopt the agenda. With a motion by Dr. Ginger Carter and a second by Mr. Robert Williams, the motion passed.

Dr. Ginger Carter: YES  
Mr. Herb Greenlee: Absent  
Mr. Tom Hager: YES  
Mrs. Kathy Hall: YES  
Mrs. Beth Simpson: YES  
Ms. Michelle Treece: YES  
Mr. Robert Williams: YES

YES: 6, NO: 0, Absent: 1

**4. CORRESPONDENCE, DELEGATIONS AND COMMUNICATIONS**

**5. REPORTS FROM SUPERINTENDENT AND STAFF**

A. Building Projects Update

B. Financial Report Ending January 31, 2022

Financial Report Ending January 31, 2022 as submitted by Ms. Leia Valley. With a motion by Mrs. Beth Simpson and a second by Dr. Ginger Carter, the motion passed.

Dr. Ginger Carter: YES

Mr. Herb Greenlee: Absent

Mr. Tom Hager: YES

Mrs. Kathy Hall: YES

Mrs. Beth Simpson: YES

Ms. Michelle Treece: YES

Mr. Robert Williams: YES

YES: 6, NO: 0, Absent: 1

- Mr. Hager noted the Receipts from Washington County were transferred in February, not January. Therefore, accrued interest from the City is due to the Schools.

C. Update on Sales Tax - PEP

**6. UNFINISHED BUSINESS**

**7. CONSENT AGENDA**

Motion to approve the Consent Agenda. With a motion by Mr. Robert Williams and a second by Ms. Michelle Treece, the motion passed.

Dr. Ginger Carter: YES

Mr. Herb Greenlee: Absent

Mr. Tom Hager: YES

Mrs. Kathy Hall: YES

Mrs. Beth Simpson: YES

Ms. Michelle Treece: YES

Mr. Robert Williams: YES

YES: 6, NO: 0, Absent: 1

A. Approval of Minutes

B. Proposed Fundraising Activities

C. Request to write checks over \$5,000

D. Overnight Fieldtrip Requests

E. Educare Fee List for 2022-2023 SY

**8. RECOMMENDATIONS FROM THE SUPERINTENDENT FOR ACTION**

A. First Reading - Policies - Section 2 (Fiscal Management), Section 5 (Personnel) and Section 6 (Students)

Motion to approve the First Reading - Policies: Section 2 (Fiscal Management), Section 5 (Personnel) and Section 6 (Students). With a motion by Ms. Michelle Treece and a second by Mrs. Beth Simpson, the motion passed.

Dr. Ginger Carter: YES

Mr. Herb Greenlee: Absent

Mr. Tom Hager: YES

Mrs. Kathy Hall: YES

Mrs. Beth Simpson: YES

Ms. Michelle Treece: YES

Mr. Robert Williams: YES

YES: 6, NO: 0, Absent: 1

**9. NEW BUSINESS**

**10. INFORMATION ITEMS**

- Updates regarding the two middle schools for the 2022-2023 SY will be posted on the Johnson City Schools website. Notifications will also be posted on social media sites.

A. BOE Calendar of Events

B. Personnel Items

C. Donations

**11. COMMITTEE REPORTS**

**12. BOARD UPDATES AND DISCUSSION**

**13. MEETING DATES**

**14. ADJOURNMENT**

6:32 PM

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Chairman

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Board Secretary

# PROPOSED FUNDRAISING ACTIVITY

School: Liberty Bell Middle School

Fund/Club/Class/Account Name: Physical Education Budget

Proposed Fundraising Activity: Field Day Concession Stand

Dates for Proposed Activity: 5-19-22 (tentative)

Proposed Uses of Funds Raised: Supplies for intramurals  
and phys. ed. equipment.

Expected Student Involvement (school-wide or specific school organization):

It's a school-wide field day. There  
will be of 1,000 student that will be served.

Method By Which School Will Receive Profit: Funds will be  
handled and processed by our PTA.

Requested By: David Nutter (PE Teacher) Date: 3-11-22  
(Name & Title)

Approved By: [Signature] Date: 3-11-22  
Principal

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent\*

Approved By the Board of Education: \_\_\_\_\_  
(Date of Meeting)\*\*

\*The Superintendent of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

\*\*Fundraising must not occur prior to Board of Education approval.

**Science Hill High School  
PROPOSED FUNDRAISING ACTIVITY**

Fund / Club / Class Account Name: Girls Basketball

Proposed Fundraising Activity: Lady Topper Kids  
Basketball Camp

Dates for Proposed Activity: June 20th - 23rd 2022

Proposed Uses of Funds Raised: Raise money for  
equipment and travel for girls basketball

Expected Student Involvement (school-wide or specific school organization):  
20

Method By Which School Will Receive Profit: SEE Attached

Requested By: Daniel Whaley Date: 3/21/22  
Name  
Head Girls Basketball Coach  
Title

Approved By: [Signature] Date: 3/23/22  
Principal

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent of Schools \*

Approved By the Board of Education: \_\_\_\_\_  
Date of Meeting \*\*

\*NOTE: The Superintendent of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

\*\*Fundraising must not occur prior to Board of Education approval.



# SCIENCE HILL GIRLS BASKETBALL CAMP

**WHO: ANY GIRL K-8<sup>TH</sup> GRADE**

**WHEN: JUNE 20<sup>TH</sup>-23rd 9:00 a.m.- 12:00 p.m.**

**WHERE: SCIENCE HILL OLD GYM**

**COST: \$60.00 MAKE CHECKS PAYABLE TO SHHS GIRLS BASKETBALL/EXTRA  
SIBLING \$50.00**

**WHAT: A BASKETBALL SKILLS CAMP THAT WILL TEACH THE BASICS WHILE  
ALLOWING YOUR CHILD TO DEVELOP AND UNDERSTANDING OF THE GAME  
OF BASKETBALL.**

**CONTACT: SCOTTIE WHALEY WITH ANY QUESTIONS.**

**EMAIL: [whaleyd@jcschools.org](mailto:whaleyd@jcschools.org)**

MAIL CHECK AND BOTTOM FORM TO:

Science Hill High School GIRLS BASKETBALL

1509 John Exum Parkway

Johnson City, TN 37604

---

**CHILDS NAME:** \_\_\_\_\_

**AGE/GRADE:** \_\_\_\_\_

**SIZE SHIRT/ CIRCLE ONE:**

**YM YL S M L XL**

**PARENT NAME:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**PARENT EMAIL:**

**FIELD TRIP REQUEST: PERMISSION TO LEAVE SCHOOL CAMPUS**

School SHHS Date of Departure 4/8/22 Time 11:00am  
Teachers Ryan Edwards, Kevin Connor, Andy Walker, Corey Moser Date of Return 4/9/22 Time 6:00pm  
Destination: Fusley, S.C. Event Baseball games  
Method of Financing Trip Baseball fundraiser - 95000 acct  
Funding Cut Off Date 3/7/22  
Number in Group 24 Per Pupil Cost 100.00

**\*\*Mode of Transportation (check one):**

City School bus (see back)  City Special Ed. Van (see back)  
 School Van  Other - specify School activity bus

Arrangements for Assisting Students Who Need Financial Help we will pay for everyones Hotel & Food through our fundraiser acct.

Chaperones Ryan Edwards, Andy Walker, Kevin Connor, Corey Moser

Arrangement for Making Up Classwork Missed we will notify teacher in advance as well as have study Hall in the Hotel.

Educational Goals of Trip To teach leadership + sportsmanship through athletics.

Will students be away from school during lunch?  Yes  No  
If yes, date cafeteria was notified will notify in march  
(Note: it is the responsibility of the teacher to notify the cafeteria.)

**CERTIFICATION OF PARENTAL PERMISSION:**

I certify that I will obtain written parental permission for each student who will take part in this off-campus trip. I will inform parents in writing that the Student Code of Conduct, including the mandatory penalties section, is enforced during all off-campus school activities.

Signature of Staff Member: [Signature] Date: 1-6-22

School Nurse has reviewed list of students: will be reviewed in Feb Date: \_\_\_\_\_

**PRINCIPAL'S ACTION:**

Approved;  Disapproved Comments: \_\_\_\_\_

Principal's Signature: [Signature] Date: 1/6/22

**BOARD'S ACTION (OVERNIGHT TRIPS ONLY):**

Approved;  Disapproved Comments: \_\_\_\_\_

Signature of Supt/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*Drivers of private vehicles are required to state proof of insurance prior to the trip.**

**FIELD TRIP REQUEST: PERMISSION TO LEAVE SCHOOL CAMPUS**

School Science Hill High School Date of Departure July 12, 2022 Time 2pm

Team or Club Science Hill Boys Cross Country Team

Teachers/Coach Coach David Nutter Date of Return July 14, 2022 Time 11am

Destination: Impact Community Center in Bluff City, TN Event Team Camp / Retreat

Method of Financing Trip Each student Athlete would be asked to pay \$40 for the 3 days.

Funding Cut Off Date July 11th, 2022

Number in Group 35 Per Pupil Cost \$40

\*\*Mode of Transportation (check one):

City School bus (see back)

City Special Ed. Van (see back)

School Van

Other - specify School Activity Bus

Arrangements for Assisting Students Who Need Financial Help Ask our Booster Program for assistance.

Chaperones X 4 adults

Arrangement for Making Up Classwork Missed It'll be during the summer.

Educational Goals of Trip To help our team grow stronger physically, mentally, emotionally, while bonding as a team.

Will students be away from school during lunch?  Yes  No N/A - It'll be during the summer.  
If yes, date cafeteria was notified \_\_\_\_\_  
(Note: it is the responsibility of the teacher to notify the cafeteria.)

**CERTIFICATION OF PARENTAL PERMISSION:**

I certify that I will obtain written parental permission for each student who will take part in this off-campus trip. I will inform parents in writing that the Student Code of Conduct, including the mandatory penalties section, is enforced during all off-campus school activities.

Signature of Staff Member: David Nutter Date: 3-8-22

School Nurse has reviewed list of students: \_\_\_\_\_ Date: \_\_\_\_\_

**PRINCIPAL'S ACTION:**

Approved;  Disapproved Comments: \_\_\_\_\_

Principal's Signature: Jimmy W. Vanhook Date: 3-11-22

**BOARD'S ACTION (OVERNIGHT TRIPS ONLY):**

Approved;  Disapproved Comments: \_\_\_\_\_

Signature of Supt/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Drivers of private vehicles are required to state proof of insurance prior to the trip.

**FIELD TRIP REQUEST: PERMISSION TO LEAVE SCHOOL CAMPUS**

School SHHS Date of Departure 04/07/2022 Time 2:30pm

Team or Club Girls & Boys Tennis

Teachers/Coach Erin Williams & Kelly Lane Date of Return 04/09/2022 Time 9:00pm

Destination: Chattanooga, TN Event Rotary Invitational

Method of Financing Trip team fundraising accounts

Funding Cut Off Date N/A

Number in Group 7 players & 2 coaches - girls Per Pupil Cost N/A  
9 players & 2 coaches - boys

\*\*Mode of Transportation (check one):

boys - X  City School bus (see back)  City Special Ed. Van (see back)  
 Kelly Lane Submitting School Van  Other - specify parent & coach vehicles - girls

Arrangements for Assisting Students Who Need Financial Help N/A

Chaperones coaches Erin Williams / Ana Gerbasi - girls Kelly Lane / Rickey Pelton - boys

Arrangement for Making Up Classwork Missed teachers informed & students to follow-up

Educational Goals of Trip competition, relationships, travel

Will students be away from school during lunch?  Yes  No

If yes, date cafeteria was notified \_\_\_\_\_  
(Note: it is the responsibility of the teacher to notify the cafeteria.)

**CERTIFICATION OF PARENTAL PERMISSION:**

I certify that I will obtain written parental permission for each student who will take part in this off-campus trip. I will inform parents in writing that the Student Code of Conduct, including the mandatory penalties section, is enforced during all off-campus school activities.

Signature of Staff Member: [Signature] Date: 03/21/22

School Nurse has reviewed list of students: \_\_\_\_\_ Date: \_\_\_\_\_

**PRINCIPAL'S ACTION:**

Approved;  Disapproved Comments: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BOARD'S ACTION (OVERNIGHT TRIPS ONLY):**

Approved;  Disapproved Comments: \_\_\_\_\_

Signature of Supt/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Drivers of private vehicles are required to state proof of insurance prior to the trip.

**FIELD TRIP REQUEST: PERMISSION TO LEAVE SCHOOL CAMPUS**

Overnight

School SHHS Date of Departure April 27 2022 Time 11 AM

Team or Club Band

Teachers/Coach C. Vermillion Date of Return April 30, 2022 Time 4pm

Destination: Nashville TN, Tenn All State Band / Concert

Method of Financing Trip TC schools

Funding Cut Off Date \_\_\_\_\_

Number in Group 6 Per Pupil Cost 225.00

**\*\*Mode of Transportation (check one):**

- City School bus (see back)
- City Special Ed. Van (see back)
- School Van
- Other - specify Rental Vehicle

Arrangements for Assisting Students Who Need Financial Help Buses

Chaperones C. Vermillion

Arrangement for Making Up Classwork Missed yes

Educational Goals of Trip Attend All-State Band Clinic

Will students be away from school during lunch?  Yes  No  
If yes, date cafeteria was notified \_\_\_\_\_  
(Note: it is the responsibility of the teacher to notify the cafeteria.)

**CERTIFICATION OF PARENTAL PERMISSION:**

I certify that I will obtain written parental permission for each student who will take part in this off-campus trip. I will inform parents in writing that the Student Code of Conduct, including the mandatory penalties section, is enforced during all off-campus school activities.

Signature of Staff Member: C. Vermillion Date: 3-22-22

School Nurse has reviewed list of students: \_\_\_\_\_ Date: \_\_\_\_\_

**PRINCIPAL'S ACTION:**

Approved;  Disapproved Comments: \_\_\_\_\_

Principal's Signature: [Signature] Date: 3/22/22

**BOARD'S ACTION (OVERNIGHT TRIPS ONLY):**

Approved;  Disapproved Comments: \_\_\_\_\_

Signature of Supt/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*Drivers of private vehicles are required to state proof of insurance prior to the trip.**

**FIELD TRIP REQUEST: PERMISSION TO LEAVE SCHOOL CAMPUS**

School SHHS Date of Departure April 22, 2022 Time 3:00pm

Team or Club Orchestra

Teachers/Coach Susan Lambert Date of Return April 23, 2022 Time 10:00pm

Destination: Dollywood Event Orchestra Competition

Method of Financing Trip Parents / JCSOG

Funding Cut Off Date 2-28-22

Number in Group 50 Per Pupil Cost \$200.00

**\*\*Mode of Transportation (check one):**

- City School bus (see back)
- City Special Ed. Van (see back)
- School Van
- Other - specify Premier Transportation

Arrangements for Assisting Students Who Need Financial Help JCSOG Scholarships

Chaperones JCSOG Board Members

Arrangement for Making Up Classwork Missed N/A

Educational Goals of Trip Students will be competing with other orchestras for adjudication

Will students be away from school during lunch?  Yes  No

If yes, date cafeteria was notified N/A  
(Note: it is the responsibility of the teacher to notify the cafeteria.)

**CERTIFICATION OF PARENTAL PERMISSION:**

I certify that I will obtain written parental permission for each student who will take part in this off-campus trip. I will inform parents in writing that the Student Code of Conduct, including the mandatory penalties section, is enforced during all off-campus school activities.

Signature of Staff Member: Susan Lambert Date: 2-28-22

School Nurse has reviewed list of students: \_\_\_\_\_ Date: \_\_\_\_\_

**PRINCIPAL'S ACTION:**

Approved;  Disapproved Comments: \_\_\_\_\_

Principal's Signature: [Signature] Date: 3/2/22

**BOARD'S ACTION (OVERNIGHT TRIPS ONLY):**

Approved;  Disapproved Comments: \_\_\_\_\_

Signature of Supt/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Drivers of private vehicles are required to state proof of insurance prior to the trip.

**FIELD TRIP REQUEST: PERMISSION TO LEAVE SCHOOL CAMPUS**

School SHHS Date of Departure April 27, 2022 Time 8:00AM

Team or Club Orchestra

Teachers/Coach Susan Lambert Date of Return April 30, 2022 Time 5:00pm

Destination: Nashville, TN Event All State Orchestra

Method of Financing Trip JCSOG / Parents

Funding Cut Off Date April 1, 2022

Number in Group 5 Per Pupil Cost N/A

**\*\*Mode of Transportation (check one):**

City School bus (see back)  City Special Ed. Van (see back)  
 School Van  Other - specify Rented SUV

Arrangements for Assisting Students Who Need Financial Help JCSOG

Chaperones Susan Lambert

Arrangement for Making Up Classwork Missed Prior to the trip

Educational Goals of Trip students have competed for this honor

Will students be away from school during lunch?  Yes  No

If yes, date cafeteria was notified 4-25-22  
(Note: it is the responsibility of the teacher to notify the cafeteria.)

**CERTIFICATION OF PARENTAL PERMISSION:**

I certify that I will obtain written parental permission for each student who will take part in this off-campus trip. I will inform parents in writing that the Student Code of Conduct, including the mandatory penalties section, is enforced during all off-campus school activities.

Signature of Staff Member: Susan Lambert Date: 2-28-22

School Nurse has reviewed list of students: \_\_\_\_\_ Date: \_\_\_\_\_

**PRINCIPAL'S ACTION:**

Approved;  Disapproved Comments: \_\_\_\_\_

Principal's Signature: [Signature] Date: 3/2/22

**BOARD'S ACTION (OVERNIGHT TRIPS ONLY):**

Approved;  Disapproved Comments: \_\_\_\_\_

Signature of Supt/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Drivers of private vehicles are required to state proof of insurance prior to the trip.



## Cherokee Elementary School

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2100 Cherokee Rd \* Johnson City, TN 37604 \* Phone 423-434-5281 \* Fax 423-434-5591

Richard Hutson  
Principal

To: Dr. Steven Barnett

From: Mr. Richard Hutson

Date: March 21, 2022

Reference: Requesting Board of Approval

Cherokee Elementary is requesting to write checks over \$5,000 for February, March and April's Educare Sweep.

C. Demelo  
*Richard C. Hutson*



# MOUNTAIN VIEW MUSTANGS

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TO: Dr. Steve Barnett  
FROM: Dr. Melissa Stukes *MS*  
RE: Board Approval to issue Check over \$5,000.00  
DATE: February 28, 2022

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Mountain View Elementary School requests approval to issue a check in March for over \$5,000 to Johnson City Schools for the March 2022 Educare sweep.

Prepared by: at

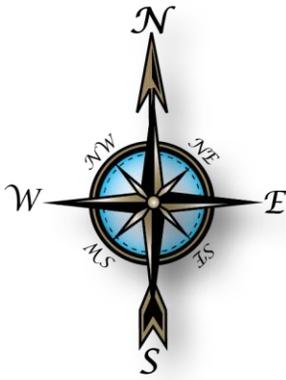
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## *Mountain View Elementary School*

907 King Springs Road  
Johnson City, TN 37601

Melissa Stukes, Ed.D., Principal  
JoDee Dotson, Ed.D., Assistant Principal  
Janet Courtney, Secretary

Phone: 423-434-5260  
Fax: 423-434-5596



# North Side Navigators

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**Date: March 5, 2022**

**To: Dr. Steve Barnett, Leia Valley**

**From: Dr. Sharon Pickering**

**Re: Cut check over \$5,000.00**

**We request board approval for the North Side Educare program to cut check over \$5000.00 for the March 2022 sweep.**

**Thank you,**

**LaQuata Lazenby**

**DR. SHARON D. PICKERING, PRINCIPAL  
1000 NORTH ROAN STREET  
JOHNSON CITY, TN 37601**

**(423) 434-5249 (PHONE)**

**(423) 434-5295 (FAX)**



## South Side School

*Our vision for South Side School is one of shared commitment to every learner. We strive to provide an environment of high expectations where all children's needs are met in a caring way as they achieve, on a journey towards excellence.*

**Kaytee Jones, Ed.S.**  
Principal

1011 Southwest Ave.  
Johnson City, TN 37604  
Phone: 423-434-5290  
Fax: 423-434-5291

**Jami Luzadder**  
Administrative Assistant

To: Dr. Barnett, Superintendent and the Board of Education  
From: Kaytee Jones, Principal  
Subject: Request for Board Approval  
Date: March 1, 2022

South Side School requests Board Approval for check to be written in excess of \$5000.00 for March Educare Sweep.

Thank you for your continued support of our students and faculty at South Side.

*Kaytee Jones*



## South Side School

*Our vision for South Side School is one of shared commitment to every learner. We strive to provide an environment of high expectations where all children's needs are met in a caring way as they achieve, on a journey towards excellence.*

**Kaytee Jones, Ed.S.**  
Principal

1011 Southwest Ave.  
Johnson City, TN 37604  
Phone: 423-434-5290  
Fax: 423-434-5291

**Jami Luzadder**  
Administrative Assistant

To: Dr. Barnett, Superintendent and the Board of Education  
From: Kaytee Jones, Principal  
Subject: Request for Board Approval  
Date: March 21, 2022

South Side School requests Board Approval for check to be written in excess of \$5000.00 for April Educare Sweep.

Thank you for your continued support of our students and faculty at South Side.

*Kaytee Jones*



# Indian Trail Intermediate School

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307 Car-Mol Drive • Johnson City, Tennessee 37601 • Phone 423-610-6000 • Fax 423-610-6010

Dr. James Jacobs  
Principal

Lucretia Stephens  
Assistant Principal

Dr. Allecia Frizzell  
Assistant Principal

**Date: March 21, 2022**  
**To: Steve Barnett, Leia Valley**  
**From: James Jacobs**

**RE: Check over \$5,000**

**We request board approval to write a check over \$5,000 to Sherry Grubb Photography. The check will be \$16,120.00. If we sell out and need to purchase additional yearbooks, the check could be as much as \$18,720.00 depending on the amount of yearbooks the plant has printed from the extra overruns.**

**Thank you!**



**FROM THE DESK OF HOLLY FLORA, PRINCIPAL  
LIBERTY BELL MIDDLE SCHOOL**

March 23<sup>rd</sup> 2022

To: Dr. Steve Barnett, Superintendent

Johnson City School's Board of Education

Liberty Bell Middle School requests permission to write a check to Science Hill High School for over \$5000.00. This is to reimburse Science Hill for Liberty Bell baseball purchases and the check could be up to \$10,000.00. Thank you for your consideration.

Respectfully submitted,



Holly Flora, Principal  
Liberty Bell Middle School



## MEMO

To: Dr. Steve Barnett, Superintendent

From: Dr. Josh Carter, Principal

Date: March 14, 2022

Re: Approval

Science Hill High School is requesting approval from the Johnson City School Board of Education to write the following checks over \$5,000.00:

- |                      |             |          |
|----------------------|-------------|----------|
| • FOLLETTE SOLUTIONS | \$9,827.94  | LIBRARY  |
| • PREMIER ATHLETICS  | \$9,279.83  | BASEBALL |
| • BSN                | \$7,308.91  | BASEBALL |
| • LIBERTY BELL       | \$24,325.00 | BASEBALL |

Thank you.

A handwritten signature in blue ink, appearing to read "Josh Carter", with a stylized flourish at the end.

# *LAKE RIDGE SCHOOL*

*1001 Lake Ridge Square, Johnson City, TN 37601*

*Phone: (423) 610-6030 Fax: (423) 610-6033*

*www.jcschools.org/lakeridge*

*Renee Wood, Principal*

*Jessica Adams, Assistant Principal*

*Carolyn Lemery, Administrative Secretary*

*Maria Lawry, School Secretary*

Date: March 25, 2022

To: Steve Barnette, Leia Valley

From: Renee' Wood, Donna Lambert

RE: Funds Transfer

We request approval to transfer the following:

\$4,000.00 from L71100 399 00 00600 000 Copier Expense to be transferred to

L 71100 429 00600 000 Instructional Supplies and Materials.

These funds will be used to purchase copier paper and or ink cartridges.

Thank you!



# Indian Trail Intermediate School

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307 Car-Mol Drive • Johnson City, Tennessee 37601 • Phone 423-610-6000 • Fax 423-610-6010

Dr. James Jacobs  
Principal

Lucretia Stephens  
Assistant Principal

Dr. Allecia Frizzell  
Assistant Principal

**Date: March 24, 2022**  
**To: Steve Barnett, Leia Valley**  
**From: James Jacobs**

**RE: Request to transfer funds**

**We request board approval to transfer \$183.00  
from Maintenance and Repair Equipment L 141 71100 336 00004 016  
to Regular Instruction Equipment L 141 71100 722 00004 016.**

**The \$183.00 will go towards the purchase of four new violins for the Orchestra  
Department.**

**Thank you!**



**FROM THE DESK OF HOLLY FLORA, PRINCIPAL  
LIBERTY BELL MIDDLE SCHOOL**

March 22, 2022

To: Dr. Steve Barnett, Superintendent Johnson City Schools  
Johnson City School's Board of Education

Liberty Bell Middle School requests permission to transfer \$380.05 from Alternative Center other supplies and materials (L71150499) to Site-Based Equipment money (L71100722). This will allow our Patriot Academy to purchase a radio for this amount.

Your consideration is greatly appreciated.

Respectfully Submitted,



Holly Flora, Principal  
Liberty Bell Middle School

# Topper Academy

Science Hill High School  
Johnson City Schools

## George J. Laoo

Topper Academy Building  
Administrator,  
Assistant Principal at  
Science Hill High School

820 West market Street  
Johnson City, Tennessee  
37604

Ph: (423)928-0380

Fax: (423) 928-0557

laoog@jcschools.org



## Mission Statement

The Mission of Science Hill High School is to develop lifelong learners and equip them with the skills necessary to be successful in an ever-changing global environment.

# MEMO

**To: Dr. Steve Barnett, Superintendent**

**From: George Laoo, Principal**

**Date: March 24, 2022**

**Re: Transfer**

Johnson City Virtual Academy is requesting approval from the Johnson City Board of Education for the transfer of \$1000 of funds from Fee Waivers 71100-535 to Johnson City Virtual Academy Instructional Supplies and Materials 71100-429.

Thank you.



**Tammy L. Pearce, Ed.S.**  
Supervisor of Student Services

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Box 1517 Johnson City, TN 37605 Phone: 423-434-5585 Fax: 423-218-0550  
Email: [pearcet@jcschools.org](mailto:pearcet@jcschools.org)

Date: April 4, 2022  
TO: Board of Education  
FROM: Tuition Department  
RE: Tuition Schools for 2022-2023 School Year

A meeting was held to determine the tuition schools for the upcoming 2022-2023 school year. After reviewing current enrollment numbers and projected enrollment for the upcoming year, the following schools are being considered for accepting new tuition students:

**Science Hill High School – will accept new tuition**

**Woodland Elementary– The only new tuition students accepted will be children of employees of Johnson City Schools**

**Fairmont Elementary – The only new tuition students accepted will be children of employees of Johnson City Schools**

If the new tuition student is the child of an elementary school teacher within the school system the new tuition student may attend the school in which the parent is a teacher (TCA § 49-6-3113).

If the parent teaches at Indian Trail, the new elementary student will attend Fairmont. If the parent teaches at Liberty Bell, the new elementary student will attend Woodland. If the parent teaches at Science Hill High School the new elementary tuition student will attend either Fairmont Elementary or Woodland Elementary School, depending upon class sizes and student numbers.

If the parent is employed by Johnson City Schools in any capacity other than a certified teacher, the new elementary tuition student(s) will attend either Fairmont Elementary School or Woodland Elementary School, depending upon class sizes and student numbers.

New elementary aged tuition students that are siblings will be assigned to the same elementary school. Siblings of currently enrolled elementary tuition students may attend the same elementary school as their sibling. If a currently enrolled sibling is or will be a student at Indian Trail, the new tuition student will attend Fairmont Elementary School. If a currently enrolled sibling is or will be a student at Liberty Bell, the new elementary tuition student will attend Woodland Elementary School.

If a currently enrolled sibling is a student at Science Hill High School, the new elementary tuition student(s) will attend either Fairmont Elementary School or Woodland Elementary School, depending upon class sizes and student numbers.



# JOHNSON CITY SCHOOLS

Post Office Box 1517, Johnson City, TN 37605 www.jcschools.org (423) 434-5200 Fax: (423) 218-4968  
Dr. Steve Barnett, Superintendent of Schools

To: Board of Education  
From: Dr. Steve Barnett and Leia Valley  
Re: 2022-2023 Tuition Rates  
Date: March 21, 2022

We would like to recommend the tuition rates listed below for the 2022-23 school year. The Out-of-State Tuition Rate has been updated to match the 20-21 Per Pupil Expenditure Amount per the TN State Report Card for Johnson City Schools. All other rates remain the same. The following pages contain statistical information on our tuition students and surrounding systems. Rates were last raised in 2015-2016.

## Johnson City Schools Tuition Information

| <b>22-23 Tuitions Rates:</b>             | <b>Full Price</b> | <b>Employee (Half Price)</b> |
|--|-------------------|------------------------------|
| Carter, Sullivan and Washington Counties | \$1,650           | \$825                        |
| Other Counties                           | \$2,150           | \$1,075                      |
| Out-of-State                             | \$11,386          | NA                           |

|  | <b>2020-2021 # of Students</b> | <b>2021-2022 # of Students</b> |
|--|--------------------------------|--------------------------------|
| Full Price Tuition – Washington County             | 74                             | 130                            |
| Half Price Tuition (Employees) – Washington County | 58                             | 38                             |
| Full Price Tuition – Other Counties                | 34                             | 25                             |
| Half Price tuition (Employees) – Other Counties    | 31                             | 57                             |
| <b>Total</b>                                       | <b>197</b>                     | <b>250</b>                     |



### BOARD OF EDUCATION

Kathy Hall, Chair      Robert Williams, Vice Chair      Michelle Treece, Secretary  
Ginger Carter      Herb Greenlee      Thomas Hager, Jr      Beth Simpson



The mission of the Johnson City Schools is to enable all students to achieve excellence.

**Surrounding Systems Tuition Charges**  
**SCHOOL YEAR**

| <b>Johnson City Tuition 21-22</b>                        |    |           |
|--|----|-----------|
| Inside Washington, Carter or Sullivan County             | \$ | 1,650.00  |
| Inside Washington, Carter or Sullivan - Employee's Child | \$ | 825.00    |
| All other Counties in Tennessee                          | \$ | 2,150.00  |
| All other Counties in Tennessee - Employee's Child       | \$ | 1,075.00  |
| Out-of-State   | \$ | 10,136.00 |

| <b>Bristol Tuition 22-23</b> |     |        |
|------------------------------|-----|--------|
| Sullivan County -1st Child   | \$  | 700.00 |
| Sullivan County -2nd Child   | \$  | 650.00 |
| Sullivan County -3rd Child + | \$  | 600.00 |
| Out of County - 1st Child    | \$  | 900.00 |
| Out of County - 2nd Child    | \$  | 850.00 |
| Out of County - 3rd Child    | \$  | 800.00 |
| Out of State                 | TBD |        |
| No Employee Discounts        |     |        |

| <b>Kingsport Tuition 21-22</b>  |    |          |
|---|----|----------|
| Sullivan County - 1st Child   | \$ | 1,400.00 |
| Sullivan County - 1st Child - Employee*   | \$ | 800.00   |
| Sullivan County - 2nd Child   | \$ | 1,350.00 |
| Sullivan County - 2nd Child - Employee*   | \$ | 775.00   |
| Sullivan County - 3rd Child +   | \$ | 1,300.00 |
| Sullivan County - 3rd Child + - Employee*   | \$ | 725.00   |
| Hawkins County - 1st Child  | \$ | 2,400.00 |
| Hawkins County - 2nd Child  | \$ | 2,350.00 |
| Hawkins County - 3rd Child +  | \$ | 2,300.00 |
| Out of County - 1st Child   | \$ | 3,400.00 |
| Out of County - 2nd Child   | \$ | 3,350.00 |
| Out of County - 3rd Child +   | \$ | 3,300.00 |
| Out of State  | \$ | 9,700.00 |
| *Employees who live outside of Sullivan County pay the Sullivan County Rate (not the Hawkins or Out of County Rate) |    |          |

| <b>Elizabethton Tuition 22-23</b>    |    |          |
|--------------------------------------|----|----------|
| Carter County (K-5)                  | \$ | 800.00   |
| Carter County (6-8)                  | \$ | 400.00   |
| Carter County (9-12)                 | \$ | 300.00   |
| Out of County                        | \$ | 1,600.00 |
| Family Cap                           | \$ | 2,200.00 |
| Full-time Employees get FREE tuition |    |          |

| <b>Greenville Tuition 22-23</b> |    |          |
|---------------------------------|----|----------|
| Greene County 1st Child         | \$ | 1,175.00 |
| Greene County 2nd Child         | \$ | 1,125.00 |
| Greene County 3rd Child +       | \$ | 1,075.00 |
| Out of County - 1st Child       | \$ | 1,750.00 |
| Out of County - 2nd Child       | \$ | 1,700.00 |
| Out of County - 3rd Child +     | \$ | 1,650.00 |
| No Employee Discounts           |    |          |

**Johnson City Schools  
Tuition Student Summary FY 2021-22**

|   |                          |
|---|--------------------------|
| Number of <u>Existing</u> Tuition Students  | 169                      |
| Number of <u>New</u> Tuition Students   | <u>81</u>                |
| <b>Grand Total of Tuition Students Accepted into Various Johnson City Schools</b> | <b><u><u>250</u></u></b> |

|   |                          |
|---|--------------------------|
| Number of Tuition Students - <u>Not Employees</u>                                 | 155                      |
| Number of Tuition Students - <u>Employees</u>                                     | <u>95</u>                |
| <b>Grand Total of Tuition Students Accepted into Various Johnson City Schools</b> | <b><u><u>250</u></u></b> |

**Location Summary:**

|   |                          |
|---|--------------------------|
| Tuition Students from <u>Washington County</u>                                    | 168                      |
| Tuition Students from <u>other counties</u>                                       | <u>82</u>                |
| <b>Grand Total of Tuition Students Accepted into Various Johnson City Schools</b> | <b><u><u>250</u></u></b> |

**Employee Summary:**

|   |                         |
|---|-------------------------|
| <u>Existing</u> Tuition Students with Parents Employed by Johnson City          | 78                      |
| <u>New</u> Tuition Students with Parents Employed by Johnson City               | <u>17</u>               |
| <b>Tuition Students with Parents Employed Full Time by City of Johnson City</b> | <b><u><u>95</u></u></b> |

|   |                         |
|---|-------------------------|
| Tuition students from <u>Washington County - Employees</u>                      | 38                      |
| Tuition students from <u>other counties - Employees</u>                         | <u>57</u>               |
| <b>Tuition Students with Parents Employed Full Time by City of Johnson City</b> | <b><u><u>95</u></u></b> |

**Fee Summary:**

|  |                                    |
|--|------------------------------------|
| <u>Existing</u> Tuition Students                   | \$ 205,419.48                      |
| <u>New</u> Tuition Students                        | <u>\$ 95,121.50</u>                |
| <b>Total Tuition Fees Expected to be Collected</b> | <b><u><u>\$ 300,540.98</u></u></b> |

|  |                                    |
|--|------------------------------------|
| Fees to be Collected from <u>Employees</u> of City of Johnson City | \$ 76,260.16                       |
| Fees to be Collected from <u>Non-Employees</u>                     | <u>\$ 224,280.82</u>               |
| <b>Total Tuition Fees Expected to be Collected</b>                 | <b><u><u>\$ 300,540.98</u></u></b> |

**Johnson City Schools  
Tuition Student Summary FY 2021-22**

**Washington County Tuition Students  
Number of Students by City**

**Washington County**

|              |          |
|--------------|----------|
| Chuckey      | 1        |
| Fall Branch  | 1        |
| Gray         | 25       |
| Johnson City | 61       |
| Jonesborough | 65       |
| Kingsport    | 3        |
| Limestone    | 6        |
| Telford      | <u>6</u> |

**Total Washington County Students**

168

**Johnson City Schools**  
**Tuition Student Summary FY 2021-22**

**Students Outside Washington County**  
**Number of Students by County and City**

|   |           |                  |
|---|-----------|------------------|
| <b>Sullivan County</b>                          |           |                  |
| Blountville                                     | 3         |                  |
| Bluff City                                      | 4         |                  |
| Bristol   | 2         |                  |
| Kingsport                                       | 14        |                  |
| Piney Flats                                     | <u>29</u> |                  |
|   |           | 52               |
| <b>Carter County</b>                            |           |                  |
| Johnson City                                    | 14        |                  |
| Roan Mountain                                   | 1         |                  |
| Elizabethton                                    | <u>9</u>  |                  |
|   |           | 24               |
| <b>Greene County</b>                            |           |                  |
| Chuckey   | <u>1</u>  |                  |
|   |           | 1                |
| <b>Hawkins</b>                                  |           |                  |
| Mt Carmel                                       | <u>1</u>  |                  |
|   |           | 1                |
| <b>Rutherford</b>                               |           |                  |
| Rockvale  | <u>1</u>  |                  |
|   |           | 1                |
| <b>Unicoi County</b>                            |           |                  |
| Unicoi  | 2         |                  |
| Erwin   | <u>1</u>  |                  |
|   |           | 3                |
| <b>Total Students Outside Washington County</b> |           | <u><u>82</u></u> |

**Johnson City Schools  
Tuition Student Summary FY 2021-22**

**Tuition Students FY 2021-22 by School**

| <b>School</b>      | <b>Existing Students</b> | <b>New Students</b> | <b>Total</b> |
|--------------------|--------------------------|---------------------|--------------|
| Science Hill       | 76                       | 37                  | 113          |
| Liberty Bell       | 25                       | 15                  | 40           |
| Indian Trail       | 18                       | 6                   | 24           |
| North Side         | 12                       | 2                   | 14           |
| Lake Ridge         | 3                        | 1                   | 4            |
| South Side         | 1                        | 2                   | 3            |
| Mountain View      | 4                        | -                   | 4            |
| Fairmont           | 4                        | 3                   | 7            |
| Woodland           | 13                       | 9                   | 22           |
| Towne Acres        | 5                        | -                   | 5            |
| Cherokee           | 7                        | -                   | 7            |
| JC Virtual Academy | 1                        | 6                   | 7            |
| <b>Totals</b>      | <b>169</b>               | <b>81</b>           | <b>250</b>   |

**Tuition Students FY 2021-22 by Grade Level**

| <b>Grade Level</b> | <b>Existing Students</b> | <b>New Students</b> | <b>Total</b> |
|--------------------|--------------------------|---------------------|--------------|
| K                  | -                        | 12                  | 12           |
| 1                  | 12                       | 1                   | 13           |
| 2                  | 12                       | 1                   | 13           |
| 3                  | 10                       | 1                   | 11           |
| 4                  | 15                       | 2                   | 17           |
| 5                  | 11                       | 4                   | 15           |
| 6                  | 7                        | 6                   | 13           |
| 7                  | 12                       | 9                   | 21           |
| 8                  | 14                       | 7                   | 21           |
| 9                  | 10                       | 18                  | 28           |
| 10                 | 21                       | 6                   | 27           |
| 11                 | 22                       | 5                   | 27           |
| 12                 | 23                       | 9                   | 32           |
| <b>Totals</b>      | <b>169</b>               | <b>81</b>           | <b>250</b>   |

**Application Window: May 1-30, 2022**

**Please complete all required information and submit to Tammy Pearce or Danise Slayton at the Johnson City Schools Office of Student Services.**

**JOHNSON CITY SCHOOLS  
APPLICATION FOR TRANSFER  
2022-23 School Year**

NAME OF STUDENT \_\_\_\_\_ GRADE \_\_\_\_\_

HOME SCHOOL ZONE \_\_\_\_\_ SCHOOL REQUESTED \_\_\_\_\_

NAME OF PARENT/GUARDIAN \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(street, city, zip code)

REASON FOR REQUEST \_\_\_\_\_

I acknowledge that I have been advised of my responsibilities under the transfer policy as follows:

1. This application is for the 2022-23 school year only and will not be retained after this year. A new application must be completed each year I wish to be considered.
2. If my child is selected this year, I must file a new application for the next school year for continuing attendance in the requested school as a transfer student. Failure to apply will be considered intent to return to the school in the zone of residence.
3. I understand priority for placement in the elementary school of Johnson City is as follows:

|                          |  |
|--------------------------|--|
| 1 <sup>st</sup> priority | In-zone student  |
| 2 <sup>nd</sup> priority | Transfer students already enrolled & in good standing        |
| 3 <sup>rd</sup> priority | Siblings of enrolled transfer students                       |
| 4 <sup>th</sup> priority | New transfer students  |
| 5 <sup>th</sup> priority | Tuition students already enrolled in good standing           |
| 6 <sup>th</sup> priority | New tuition students (includes siblings of present students) |
4. I understand I may be forfeiting a space in the home school if this transfer application cannot be honored.
5. I understand no transportation is provided for transfer students.
6. I understand all transfer students must abide by the rules of the receiving school.
7. I understand all transfer students must be approved by the Superintendent of Schools.
8. I have provided proof of residency within Johnson City city limits.

**I HAVE READ & UNDERSTAND THE APPLICATION REQUIREMENTS, PRIORITY FOR PLACEMENT, & TRANSFER POLICY.**

SIGNATURE OF PARENT/GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

**FOR SCHOOL USE ONLY**

DATE OF APPLICATION \_\_\_\_\_ RECEIVED BY \_\_\_\_\_

SELECTED FOR CONSIDERATION ON \_\_\_\_\_

FINAL ACTION BY THE PRINCIPAL:

\_\_\_\_\_ APPROVED FOR TRANSFER \_\_\_\_\_ NOT APPROVED FOR TRANSFER

PRINCIPAL'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NOTIFIED PARENT (METHOD & DATE): \_\_\_\_\_

**ELEMENTARY SCHOOL FEE LIST  
2022-23 SCHOOL YEAR**

This materials list for 2022-23SY has been compiled to serve as a guide in the selection of materials and supplies in accordance with the Johnson City Board of Education Policy 6.709. School fees shall be waived for students who receive free or reduced-price school lunches. The application for determining eligibility for free or reduced-price lunches shall be used to verify student eligibility for fee-waivers.

The teachers are responsible for reviewing the student records and requesting each child to purchase workbooks on the grade level at which he/she functions best. The amount may vary from grade to grade, from room to room within a grade, and from child to child within a room depending upon the needs of the child. Principals are responsible for ordering any materials on the list at the appropriate level for the child.

In order to better provide for individual differences, the teacher may, after consultation with the principal, (1) request additional workbooks if the child completes the workbooks which have been purchased for him/her, (2) collect up to \$2.00 to be used for art and music materials, (3) circle, designate and collect only a portion of the total amount listed for “Necessary Materials & Supplies” and/or “Paper & Printed Material”.

**Total fees should not exceed \$25.00.**

**LIST OF SUGGESTED MATERIALS  
(choose from this list)**

| <b>Grade Level</b> | <b>Item</b>                    | <b>Price</b> |
|--------------------|--------------------------------|--------------|
| Kindergarten       | **Weekly Publication           | \$5.00       |
|                    | Necessary Materials & Supplies | \$14.00      |
|                    | Paper & Printed Materials      | \$6.00       |
| First Grade        | **Weekly Publication           | \$ 5.00      |
|                    | Necessary Materials & Supplies | \$14.00      |
|                    | Paper & Printed Materials      | \$ 6.00      |
| Second Grade       | **Weekly Publication           | \$ 5.00      |
|                    | Necessary Materials & Supplies | \$14.00      |
|                    | Paper & Printed Materials      | \$ 6.00      |
| Third Grade        | **Weekly Publication           | \$ 5.00      |
|                    | Necessary Materials & Supplies | \$14.00      |
|                    | Paper & Printed Materials      | \$ 6.00      |
| Fourth Grade       | **Weekly Publication           | \$ 5.00      |
|                    | Necessary Materials & Supplies | \$14.00      |
|                    | Paper & Printed Materials      | \$ 6.00      |
| Fifth Grade        | **Weekly Publication           | \$ 5.00      |
|                    | Necessary Materials & Supplies | \$14.00      |
|                    | Paper & Printed Materials      | \$ 6.00      |

\*\* e.g., Weekly Reader

**Johnson City Schools  
Indian Trail Middle School  
Liberty Bell Middle School  
Student Fees**

| <i>School Year 2022-23</i>  |                 |
|-----------------------------|-----------------|
| <b>CONSUMABLE MATERIALS</b> | <b>\$ 17.00</b> |
| <b>RELATED ARTS FEE</b>     | <b>\$ 8.00</b>  |
| <b>TOTAL</b>                | <b>\$ 25.00</b> |

| <b>MUSIC FEES</b> |                |
|-------------------|----------------|
| <b>Chorus</b>     | <b>\$25.00</b> |
| <b>Orchestra</b>  | <b>\$35.00</b> |
| <b>Band</b>       | <b>\$40.00</b> |

|                      |                |
|----------------------|----------------|
| <b>ATHLETIC FEES</b> | <b>\$25.00</b> |
|----------------------|----------------|

## SHHS FEE LIST SY 2021-22 (Per Semester USD)

|                |  |          |
|----------------|--|----------|
| Athletics      | Insurance                                  | \$ 25.00 |
| Online Courses | Online Course Access Fee (per course)      | \$ 50.00 |
| Car            | Parking registration                       | \$ 5.00  |
| Fine Arts      | Art 9-12                                   | \$ 20.00 |
|                | AP Art                                     | 25.00    |
|                | Band Camp                                  | 125.00   |
|                | Fee for use of school-owned instruments    | 50.00    |
|                | Ceramics                                   | 25.00    |
|                | Chorus – all classes                       | 20.00    |
|                | Tuxedo rental and cleaning (males)         | 50.00    |
|                | Gown purchase (females) *student's to keep | 60.00    |
|                | Drama - Showstoppers                       | 15.00    |
|                | Theatre Arts I                             | 10.00    |
|                | Orchestra -Instrument maintenance          | 50.00    |
| Senior Fee     | Parchment, Processing transcripts          | 10.00    |
|                |  |          |



# Johnson City Board of Education

|  |   |                     |                         |
|--|---|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in January | <b>Fiscal Management Goals and Objectives</b> | Descriptor<br>2.100 | Issue Date<br>4/14/2014 |
|  |   | Rescinds<br>2.100   | Issued<br>2/4/2002      |

The Board shall practice sound fiscal management procedures which guarantee maximum use of all resources provided.<sup>1</sup>

In fiscal management, the Board seeks to achieve the following goals:

1. To engage in advance planning, with broad-based staff and community involvement;
2. To establish levels of funding which will provide quality education for the system's students;
3. To use the available techniques for budget development and management;
4. To provide timely and appropriate information to all staff with fiscal management responsibilities; and,
5. To establish efficient procedures for accounting, reporting, purchasing and delivery, payroll, payment of vendors and contractors, and all other areas of fiscal management.

## RESERVE FUNDS

The Board recognizes the need to maintain an operating reserve in the General Purpose School fund for the following purposes:

- Hold adequate working capital to meet cash flow needs during the fiscal year
- Reduce the need for short term borrowing
- Serve as a safeguard for unanticipated expenses
- Show fiscal responsibility to maintain a high credit rating which will help reduce future borrowing costs

The Board of Education shall place emphasis on **increasing maintaining** unrestricted fund balance in the General Purpose School Fund to an amount equal to approximately 16 percent of the General Fund Operating budget expenditures. This represents approximately two (2) months of operating expenditures.

At the close of each budget year any excess of revenues over expenditures that will increase the cumulative unrestricted fund balance above the established target amount will be recorded as a restricted reserve account available for appropriation by the Board of Education for one-time expenditures.

Legal Reference:

1. TCA 49-3-314(c)(1); *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-19

# Johnson City Board of Education

|   |                 |                     |                        |
|---|-----------------|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in<br>January | <b>Revenues</b> | Descriptor<br>2.400 | Issue Date<br>4/4/2019 |
|   |                 | Rescinds<br>2.400   | Issued<br>4/5/2016     |

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Any money collected by any school shall be documented by a written receipt.

The schools may receive funds collected from activities and for events held at or in connection with the school, including contracts with other schools for interschool events. All monies collected from lunch rooms, athletics, entertainments, school clubs, fees, concessions and all fund raising activities are to be included in this source of funds. <sup>1</sup>

Except for school books and school lunches, the purchase of services or items intended for resale through the schools shall be subject to sales tax based on the purchase price to the vendor providing the service or item. <sup>2</sup>

**FEES**

School fees are to be kept to a minimum and may be expended only for the purposes for which they were collected. The purpose and amounts of all fees must have the approval of the Board.

No fees shall be required of any student as a condition to attend the school or use its equipment.<sup>3</sup> School fees shall be waived for students who receive free or reduced-price lunches.<sup>4</sup> No student will be penalized for non-payment of any materials fee.

**FINES**

A student will be held responsible for the cost of replacing any materials or property which the student loses or damages<sup>5</sup> including textbooks, library books, equipment, technology and buildings. All money collected as fines shall be placed in the general school fund.

**TUITION INCOME**

Children whose parents or guardians reside outside the city of Johnson City may be enrolled in Johnson City Schools by payment of tuition. The Superintendent of Schools and the Board of Education shall determine if and under what circumstances tuition students will be allowed to enroll. Enrollment will be allowed only when space is available in the appropriate grade level. Waivers on maximum class size as established by the state will not be requested to accommodate tuition students. Principals shall have the discretion to hold enrollment below the state maximum for just cause.

Tuition may be paid quarterly, but must be paid in advance. Failure to pay tuition in advance of the quarter shall result in dismissal of the student from Johnson City Schools.

Teachers and services will not be added to the school program to accommodate tuition students.

Pre-school programs are not included in the tuition program.

1 Tuition reductions may be allowed for:  
2

- 3 1. Full time employees of the city of Johnson City, including the Johnson City Schools, for their legal  
4 dependents; and
- 5
- 6 2. Second child discounts for full time employees of the city of Johnson City, including Johnson City  
7 Schools, who are already paying tuition and who have a second child enrolled during the 2014-2015  
8 school year. These students may continue to receive the second child discount throughout their k-12  
9 education in Johnson City Schools.
- 10
- 11 ~~3. Beginning with the 2015-2016 school year second child discounts will cease for any new tuition~~  
12 ~~students of city of Johnson City employees, including employees of the Johnson City Schools.~~
- 13

14 Employees of the city of Johnson City and the Johnson City Schools must pay tuition by payroll deduction  
15 according to the procedures approved by the Director of Finance. Employees will not receive a tuition  
16 reduction unless these procedures are followed or unless the entire year's tuition is paid in advance.  
17

### 18 RENTAL INCOME

19  
20 Unless otherwise approved by the Superintendent of Schools, the principal will collect and remit to the central  
21 office all money received for use of a particular school facility or other school property.  
22

### 23 GRANTS

24  
25 Funds/grants for educational purposes made available by local, state or federal government will be sought by  
26 the school system only when the conditions of their availability are in harmony with the purposes and policies  
27 of the Board and the laws of the state and county. All staff members are encouraged to seek such grant  
28 funding.  
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#### 32 Legal References:

- 33 1. TCA 49-2-110(a)
- 34 2. TCA 67-6-102
- 35 3. TCA 49-6-3001(a) ; TCA 49-2-110(c)
- 36 4. TCA 49-2-114
- 37 5. TCA 37-10-101; 102
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#### Cross References:

Student Activity Fund Management 2.900  
Non-Resident Students 6.204  
Student Solicitations/Fund-Raising 6.701  
Student Fees and Fines 6.709  
**School Admissions 6.203**

# Johnson City Board of Education

|   |  |                     |                        |
|---|--|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in<br>January | <b>Fraud or Related Dishonest<br/>Activity</b> | Descriptor<br>2.601 | Issue Date<br>2/4/2008 |
|   |  | Rescinds<br>2.601   | Issued<br>4/2/2007     |

1  
2 Johnson City Schools will identify and promptly investigate any credible suspicion of fraudulent or related  
3 dishonest activities against the School System.  
4

5 In the event such suspicion is supported by the facts, Johnson City Schools will take appropriate disciplinary  
6 and other action against any employee or other entity believed to have committed fraudulent or related  
7 dishonest activities against the School System. Such action may include suspension of employment with or  
8 without pay, termination of employment, the pursuit of available legal remedies including restitution, **and/or**  
9 seeking criminal prosecution.

# Johnson City Board of Education

|   |                             |                     |                        |
|---|-----------------------------|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in<br>January | <b>Expenditure of Funds</b> | Descriptor<br>2.800 | Issue Date<br>2/2/2009 |
|   |                             | Rescinds<br>2.800   | Issued<br>7/1/2000     |

1 *Central Office*

2  
3 All expenditures shall be approved by the Board. No expenditure may be authorized or made which exceeds  
4 the appropriation for any fund of the budget as adopted or amended. Employees of this system will not create  
5 or authorize creation of a deficit in any fund. Expenditures or encumbrances will not be authorized, made or  
6 incurred in excess of any fund balance. Line item changes within a major category of an approved budget do  
7 not require Board approval.

8  
9 *Individual Schools*

10  
11 Internal activity funds shall not be expended without written approval by the principal or designee. All such  
12 expenses shall be in accordance with the *Tennessee Internal School Uniform Accounting Policy Manual*.  
13 Restricted account expenditures require the account sponsor's approval prior to expense. No checks will be  
14 written to employees from the internal school activity fund account except as a reimbursement for adequately  
15 documented expenses. Any supplemental compensation owed to the Board for extracurricular activities must  
16 be processed through the Superintendent of Schools' office in the same manner as salary and other payroll  
17 payments. The Board will invoice the school for reimbursement. Substitute teachers' salaries related to  
18 restricted class and club accounts will be paid by the Board and shall be reimbursed by the school from the  
19 appropriate class or club account.<sup>1</sup> Negative balance accounts are not authorized.

20  
21 Employees who authorize or contract for any obligation in violation of this policy shall assume personal  
22 responsibility for the payment of the obligation, shall be subject to dismissal from employment and shall be  
23 subject to applicable civil and criminal proceedings. Any obligation, authorization for expenditure or  
24 expenditure made in violation of the law and this policy shall be illegal and void.<sup>2</sup>

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34 Legal Reference:

- 35  
36 1. Tennessee Internal School Uniform Accounting Policy Manual, Section 5-22  
37 2. Tennessee Internal School Uniform Accounting Policy Manual, Section 5-17

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40  
Cross Reference:

Purchasing 2.805  
**Line Item Transfer 2.201**

# Johnson City Board of Education

|   |                   |                     |                        |
|---|-------------------|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in<br>January | <b>Purchasing</b> | Descriptor<br>2.805 | Issue Date<br>4/5/2016 |
|   |                   | Rescinds<br>2.805   | Issued<br>4/6/2015     |

## *General*

The school system will purchase competitively and seek maximum educational value for every dollar expended. Department heads will serve as purchasing agent for the system-wide purchasing. The Director of Finance shall coordinate purchasing. Principals shall serve as purchasing agents for individual schools.

Purchases made by anyone not authorized by the appropriate officials shall become the personal responsibility of the persons making the purchase agreement. The Board will not, under any circumstances, be responsible for payment for any material or supplies purchased by unauthorized individuals or in an unprescribed manner.

No school shall be obligated to pay for any expenditures made by a student or an employee unless he first receives a written purchase order from the proper office or unless prior written permission or arrangements are made with the principal.

The Board will purchase locally whenever other conditions are comparable.

## *Individual Schools*

The Superintendent of Schools must approve the following purchases:

1. a single piece of equipment costing more than five thousand dollars (\$ 5,000.00);
2. one that is to be attached to or one that requires alteration of the building; or
3. one that will become a permanent fixture.

## *Central Office*

### **ROUTINE PURCHASES**

Routine purchases shall include expenditures for supplies, salaries, and **routine** expenditures required for the operation of the school system. These expenditures shall be anticipated and provided for in the budget and will normally be authorized by the Board at the beginning of the fiscal year. The Superintendent of Schools/~~or his~~ designee may make all routine purchases without further Board authorization; however, the Board shall be promptly informed if any substantial variation from budgeted estimates becomes necessary.

### **SPECIAL PURCHASES**

Special purchases are those which are not routine and which may or may not be specifically identified by line item in the budget. Examples of special purchases are all capital expenditures such as ~~for~~ vehicles, buildings, major contracts, purchases of major equipment, items for long-term use and supplies of an

1 unusual quantity or nature. All purchases in this category shall require specific prior Board approval on an  
2 item-by-item basis. In its approval, the Board may place constraints on the Superintendent of Schools  
3 requiring Board evaluation and/or approval at various steps in the procurement process. This will be  
4 determined by the Board on an individual basis depending on the nature of the procurement action.  
5

## 6 **EMERGENCY PURCHASES**

7  
8 Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to protect  
9 property from damage or to avoid major disruption of educational activities. If within budgetary limits and  
10 deemed essential, emergency purchases may be made by the Superintendent of Schools. However, if the  
11 purchase is of such significant magnitude as to impact the integrity of the budget, the chairman shall call a  
12 special or emergency meeting of the Board to deal with the matter. In any event, the Board shall be advised  
13 promptly of all emergency purchases.  
14

## 15 **PURCHASING OF SURPLUS PROPERTY**

16  
17 The Superintendent of Schools and other employees designated by the Board shall be authorized to act for the  
18 Board in acquiring federal surplus property through the Tennessee General Services Department for surplus  
19 property and in entering into agreements, certifications and covenants of compliance concerning the use of  
20 federal surplus property.  
21

22 Further, the Superintendent of Schools is authorized to purchase any needed items through suppliers approved  
23 on the state bid list.  
24

## 25 **COOPERATIVE PURCHASING**

26  
27 The Board, at its option, may join in cooperative purchasing with other school systems to take advantage of  
28 lower prices for bulk purchasing and to reduce the cost involved in bidding whenever such buying appears to  
29 be to the benefit of the system.  
30

## 31 **PROCUREMENT PROCEDURES**

32  
33 All purchases must be made in accordance with the System's Purchasing Guide as required by state and  
34 federal laws.<sup>2</sup>  
35

## 36 **PROCUREMENT CARDS**

37  
38 Small dollar purchases may be made through the use of procurement cards issued by the School System under  
39 procedures developed by the City of Johnson City.  
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46 \_\_\_\_\_  
47 Legal Reference:

- 48 1. TCA 49-2-206(3); TCA 6-36-115  
49 2. Education Department General Administration Regulations (EDGAR) Part 80 Subtitle  
50 A Part 80.36  
51  
52

45  
46 \_\_\_\_\_  
47 Cross Reference:

48 Expenditure of Funds 2.800  
49 Bids and Quotations 2.806  
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# Johnson City Board of Education

|  |                            |                     |                         |
|--|----------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in January | <b>Bids and Quotations</b> | Descriptor<br>2.806 | Issue Date<br>4/13/2020 |
|  |                            | Rescinds<br>2.806   | Issued<br>4/4/2019      |

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All purchases of supplies, materials, equipment, and contractual services of twenty-five thousand dollars (\$25,000) or more, including those of individual schools, shall be based on sealed competitive bids. These bids shall be solicited by advertisement in a newspaper of general circulation in the district and by publication on the Internet. However, said newspaper advertisement and Internet publication may be waived by the purchasing agent in an emergency. The purchasing agent shall advertise for bids and receive quotations. The principal shall serve as purchasing agent in each school.<sup>1</sup>

Purchases between the amounts of fifteen thousand (\$15,000) and twenty-five thousand (\$25,000) dollars will be solicited by the city purchasing department. Purchases over the amount of ten thousand dollars (\$10,000) must be submitted to the city for approval.

All purchases of less than fifteen thousand dollars (\$15,000), including those of individual schools, may be made in the open market without newspaper notice, but shall, whenever possible, be based on at least three (3) competitive bids. Written quotes shall be obtained for purchases between two thousand dollars (\$2,000) and fourteen thousand nine hundred ninety nine dollars and ninety nine cents (\$14,999).

The lowest and best bid shall be accepted. The Board reserves the right to reject any or all bids or any part of any bid and, if applicable, to accept that bid which is best as evidenced by reasons relative to the purpose of the purchase. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.

The bidder to whom the award is made may be required to enter into a written contract.

The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding or other purchasing procedures is prohibited.

Contracts for legal services, educational consultants, and similar services by professional persons shall not be based upon competitive bids but shall be awarded on the basis of recognized competence and integrity.<sup>2</sup>

Legal References:

1. TCA 49-2-203(a)(3); TCA 49-2-203(a)(3)(A)(B); TCA 49-2-206(b)(2)
2. TCA 12-4-106

Cross References:

Purchases 2.805

# Johnson City Board of Education

|   |                                   |                     |                        |
|---|-----------------------------------|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in February | <b>Application and Employment</b> | Descriptor<br>5.106 | Issue Date<br>4/5/2021 |
|   |                                   | Rescinds<br>5.106   | Issued<br>4/4/2019     |

## APPLICATION

An individual desiring a position with the Johnson City school system shall make application to the Superintendent of Schools on forms approved by the Superintendent of Schools.<sup>1</sup> In a continuing effort to further ensure the safety and welfare of students and staff, the school system shall require criminal history records checks by fingerprinting of applicants offered employment and of others having direct, unsupervised contact with students.

Knowingly falsifying information shall be sufficient grounds for termination of employment and shall also constitute a Class A misdemeanor which must be reported to the District Attorney General for prosecution.

Any person applying for a position as a teacher or for any other position requiring proximity to students shall supply a fingerprint sample and submit to a criminal history records check conducted by the Tennessee Bureau of Investigation and agree to the release of investigative records for the purpose of verifying the accuracy of criminal violation information. The cost of such checks and investigations shall be born by the applicant.<sup>2</sup>

Disciplinary action will be taken against personnel in the event of the misuse, improper disclosure or dissimulation of criminal history records.

### *Certified Employees*

The application must include a transcript of credits earned at the colleges or universities attended along with reference information from persons such as previous employers, college professors and supervisors of student teachers. **Other Required** information shall include whether such applicant has been dismissed for cause from a school system. If previously employed by a local board of education, the applicant shall provide evidence of acceptable resignation.<sup>1</sup>

No person shall be employed:

1. Who does not hold a valid license to teach from the State Board of Education;<sup>3</sup>
2. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health;<sup>7</sup>
3. Who has been identified by the Department of Children's Services as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat to the health, safety, or welfare of children;<sup>7</sup>
4. Who does not receive a satisfactory background check;
5. Who has not complied with the Immigration Reform and Control Act of 1986;

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6. Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;<sup>4</sup>
  7. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;<sup>5</sup> or
  8. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause.<sup>1</sup>

12 *Classified Employees*

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14 No person shall be employed:

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1. Who has any contagious or communicable disease in such form that might endanger the health of the children;<sup>4</sup>
  2. Who has been identified by the Department of Children's Services as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat to the health, safety, or welfare of children;<sup>7</sup>
  3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health;<sup>7</sup>
  4. Who has not complied with the Immigration Reform and Control Act of 1986;<sup>6</sup>
  5. Who does not receive a satisfactory background check;<sup>7</sup> or
  6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause.

33 **EMPLOYMENT**

34  
35 *Certified Employees*

36  
37 After checking references and recommendations, the Superintendent of Schools shall fill positions and assign  
38 qualified applicants.<sup>7</sup>

39  
40 *Classified Employees*

41  
42 It shall be the responsibility of the principals to select the classified employees for the school served and  
43 recommend same to the Superintendent of Schools. The Superintendent of Schools is responsible for  
44 employing all classified personnel.

45  
46 Central office, cafeteria, and maintenance and other system wide personnel shall be interviewed and employed  
47 by the Superintendent of Schools or designee.

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Legal Reference:

1. TCA 49-5-406
2. TCA 49-5- 406(a); TCA 49-5-413(b)
3. TCA 49-5-403; TCA 49-5-101
4. TCA 49-5-404;TRR/MS 0520-1-3-.08(2)(f)
5. TCA 49-5-405
6. Immigration Reform and Control Act of 1986
7. TCA 49-2-301(b)(1),(J),(L)&(EE); TCA 49-2-303(b)(3)

# Johnson City Board of Education

|   |                          |                     |                         |
|---|--------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in February | <b>Personnel Records</b> | Descriptor<br>5.114 | Issue Date<br>4/13/2020 |
|   |                          | Rescinds<br>5.114   | Issued<br>5/7/2018      |

The Superintendent of Schools or his designee(s) shall be authorized to maintain personnel records and to permit inspection of the same. The following personnel records shall be maintained for all employees as appropriate:

1. Employee contracts;
2. Professional certificates and other documents required by state and federal laws and regulations;<sup>1</sup>
3. Evaluations;
4. Cumulative information files;
5. INS Form I-9;<sup>2</sup> and
6. Description of the position held (to be written by supervisor).

The following guidelines shall be followed:

1. Information contained in personnel records shall be limited to job-related matters;
2. The Superintendent of Schools shall be responsible for notifying all employees of the types of records kept and uses made of such records;
3. Employees shall be granted an opportunity to respond in writing to material placed in records;
4. Employee records, except medical records and other protected information, are public records, and shall be open for inspection during regular business by any citizen of the State of Tennessee. Any person making an inspection of such records shall provide such person's name, address, business telephone number, home telephone number, driver's license number or other appropriate identification prior to inspecting such records. All persons wishing to inspect personnel records must make an appointment with the Human Resources Department at least twenty-four (24) hours in advance of inspection.<sup>3</sup>
5. In accordance with federal law, the district shall release information regarding the professional qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon request for any teacher or paraprofessional who is employed by a school receiving Title I funds and who provides instruction to their child at that school.<sup>4</sup>
6. A record of the person inspecting and the date of inspection shall be recorded;
7. Copies of records may be made under rules determined by the Superintendent of Schools;<sup>5</sup>

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- 8. Should the employee be transferred, all the above information on the new position shall be retained in the file;
- 9. Reasonable fees may be charged for document preparation which shall include, but is not limited to, personnel time, copying and supervision of inspection; and
- 10. Pre-employment information such as applications and related documentation will be kept in a separate pre-employment file.
- 11. Any employee may have access at any reasonable time to ~~his~~ their personnel file.
- 12. Employee records shall be maintained for a period of forty-five (45) years following termination of employment/retirement and after that time, may be destroyed under rules established by the Superintendent of Schools.

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Legal References:

- 1. TCA 49-2-301(b)(1)(BB)
- 2. Immigration Reform and Control Act of 1986
- 3. TCA 10-7-503,504
- 4. 20 U.S.C. 6311 § 1111(6)(A)
- 5. TCA 10-7-506; TCA 8-5-108

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Cross Reference:

School Board Records 1.407

# Johnson City Board of Education

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|---|----------------------------|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in February | <b>Assignment/Transfer</b> | Descriptor<br>5.115 | Issue Date<br>4/4/2019 |
|   |                            | Rescinds<br>5.115   | Issued<br>8/5/2013     |

1 **ASSIGNMENT**

2 The Superintendent of Schools shall assign personnel to the appropriate school or department, while allowing  
3 each principal or immediate supervisor to assign specific responsibilities within each school or department.<sup>1</sup>  
4

5 Assignment of employees will be made by the Superintendent of Schools based on the recommendation of the  
6 appropriate department supervisor and/or principal. The assignment will be determined by the applicant's  
7 training, experience and ability to perform the duties of the position and in the best interest of the students.  
8

9 Extra assignments for which supplements are provided and upon which initial employment was based  
10 may not be relinquished by the employee without the approval of the person making the assignment. Other  
11 assignments for which supplemental salary is provided shall be made on an annual contract basis.  
12

13 **TRANSFER (to move from one school or administrative unit to another)**

14 The Superintendent of Schools shall transfer employees as necessary for efficient operation of the schools.<sup>2</sup>  
15 Transfers shall be non-discriminatory and shall not be arbitrary or capricious. The Superintendent of Schools  
16 is responsible for developing and disseminating procedures for transfer.  
17

18 All employees transferred shall receive notification of the transfer with reason(s) prior to the transfer.  
19

20 If a transfer is performance-based, the transfer shall be preceded by a written statement of deficiencies  
21 and when feasible, a reasonable opportunity to improve.  
22

23 ~~Individual members of the Board shall be notified of transfers five (5) business days in advance of the~~  
24 ~~transfer whenever practical or as soon as possible thereafter.~~  
25

26 Transfers made in accordance with board policy and state law are final.  
27

28 **REASSIGNMENT (to move to another assignment within the same school or administrative unit)**

29 Reassignments shall be non-discriminatory and shall not be arbitrary or capricious. Employees shall be  
30 reassigned as necessary for efficient operation of the schools. The Superintendent of Schools is responsible  
31 for developing and disseminating procedures for reassignments.  
32

33 Reassignments shall be made by the employee's immediate supervisor with approval by the Superintendent of  
34 Schools.  
35

36 \_\_\_\_\_  
37 Legal Reference:

- 38  
39 1. TCA 49-2-301 (b)(1)(L); TCA 49-5-501  
40 2. TCA 49-2-301(b)(1)(EE); TCA 49-5-510;  
41 OP Tenn. Atty. Gen. 98-165 (August 24, 1998);  
42 TCA 49-2-303  
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Cross References:

- Nepotism 1.108  
Line and Staff Relations 5.101  
Job Descriptions 5.103  
Recruitment 5.105

# Johnson City Board of Education

|   |                                      |                     |                         |
|---|--------------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in February | <b>Procedure for Granting Tenure</b> | Descriptor<br>5.117 | Issue Date<br>4/13/2020 |
|   |                                      | Rescinds<br>5.117   | Issued<br>5/7/2018      |

1 The Board of Education will grant tenure only to those teachers who ~~can present~~ have documentation of a  
2 record of excellence as a teacher. The Superintendent of Schools is responsible for documenting and  
3 presenting the recommendation for tenure to the Board of Education.<sup>1</sup>

4  
5 Documentation of a record of excellence in teaching must include:

6  
7 Evaluations demonstrating an overall performance effectiveness of “above expectations” or “significantly  
8 above expectations” during the last 2 years of the teacher’s probationary period.<sup>2</sup>

9  
10 Documentation of a record of excellence in teaching may include:

- 11 1. Specific evidence of effectiveness in teaching students (if appropriate):
  - 12 (a) test scores, including the annual estimate of teacher effect on student progress<sup>2</sup>
  - 13 (b) narrative descriptions of specific examples of effectiveness with students
- 14 2. Record of attendance
- 15 3. Letters from parents
- 16 4. Documentation of strongly favorable student response
- 17 5. Other indicators of effectiveness may be included

18  
19 The following additional guidelines will apply:

- 20 1. The decision to grant tenure is solely within the discretion of the Board of Education.<sup>3</sup>
- 21 2. Only those teachers who receive a majority vote of the membership of the Board will be  
22 granted tenure.
- 23 3. No person eligible for tenure who has been denied tenure by the Board of Education shall be  
24 employed in the school system in any position which requires a teaching license.

25  
26 A person who has attained tenure with the Johnson City School System and who resigns from the system  
27 must serve a two year probationary period upon reemployment by the system before becoming eligible  
28 for tenure, unless the probationary period is waived by the Board upon the request of the Superintendent of  
29 Schools.<sup>2</sup> Upon completion of the two year probationary period the teacher shall be eligible for tenure and  
30 shall either be recommended by the Superintendent of Schools for tenure or nonrenewed; provided no teacher  
31 who has been denied tenure by the Board of Education shall be employed in the school system in any position  
32 which requires a license.

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Legal References:

1. TCA 49-2-301(f)(1)(J)
2. TCA 49-5-504
3. TCA 49-6-606(a); TCA 49-2-203 (1)

# Johnson City Board of Education

|   |   |                     |                        |
|---|---|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in February | <b>Separation Practices for Tenured Teacher</b> | Descriptor<br>5.200 | Issue Date<br>4/5/2021 |
|   |   | Rescinds<br>5.200   | Issued<br>12/9/2019    |

1 Under no circumstances shall a Superintendent of Schools suspend a tenured teacher with pay. If reinstated,  
2 the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay is  
3 deemed to be an appropriate penalty.  
4

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

6  
7 The Superintendent of Schools may suspend a teacher at any time that may seem necessary, pending  
8 investigation, or final disposition of a case before the board or an appeal. If the matter under investigation is  
9 not the subject of an ongoing criminal investigation or a department of children's services investigation, and if  
10 no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days  
11 in duration. ~~Under no circumstances shall the Superintendent of Schools suspend a teacher with pay. If~~  
12 ~~vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.~~  
13  
14

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

16  
17 The Superintendent of Schools/ ~~or his/her~~ designee may suspend a teacher for incompetence, inefficiency,  
18 neglect of duty, unprofessional conduct, and insubordination. Before a teacher is suspended, they shall be: (1)  
19 provided with written notice, including the reasons for the suspension along with an explanation of the  
20 evidence; (2) given an opportunity to respond to the Superintendent at a conference, if requested within five  
21 (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be  
22 represented by counsel at the conference, which shall be recorded.  
23  
24

## 25 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS<sup>4</sup>**

26  
27 The board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial  
28 hearing officers as defined under Tennessee law.  
29

30 When charges are made against a tenured teacher, charging the teacher with offenses which may justify  
31 dismissal or a suspension greater than three days, the charges shall be made in writing, specifically stating the  
32 offenses which are charged, and shall be signed by the party or parties making the charges.  
33

34 If, in the opinion of the board, the charges are of such nature as to warrant the dismissal or a suspension  
35 greater than three days of the teacher, the Superintendent of Schools shall give the teacher a written notice of  
36 this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of  
37 Education advising the teacher of his/her legal duties, rights, and recourse.  
38

39 A tenured teacher who has been given notice of charges against ~~him/her~~ **them** may within thirty (30) days  
40 after receipt of notice give written notice to the Superintendent of Schools of ~~his/her~~ **them** request for a  
41 hearing.

1 The Superintendent of Schools shall, within five (5) days after receipt of request, assign a hearing officer from  
2 the list maintained by the board.

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

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

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

## 26 27 **RESIGNATION**

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

33  
34 The conditions under which it is permissible to break a contract with the Board are as follows:

- 35  
36 1. The drafting of the teacher into military service by a selective service board;
- 37 2. The incapacity on the part of the teacher to perform the contract as evidenced by the certified  
38 statement of a physician approved by the Board;
- 39 3. The release by the Board of the teacher from the contract which the teacher has entered into with  
40 the Board.<sup>6</sup>

41  
42 Any teacher on leave shall notify the Superintendent of Schools in writing at least thirty (30) days prior to the  
43 date of return if the teacher does not intend to return to the position from which he/she has taken leave.  
44 Failure to render such notice may be considered a breach of contract.<sup>7</sup>

45  
46 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the  
47 State Board of Education and request the suspension of a teacher's certificate. After the State Board of  
48 Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of  
49 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five  
50 (365) days.<sup>8</sup>

**RETIREMENT**

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

Teachers 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 teacher to provide verification of eligibility in writing from TCRS to the central office. It shall be the responsibility of the retiring teacher to file for benefits.

Teachers who retire under TCRS may be employed up to one-hundred (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days if the Superintendent of schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.<sup>9</sup>

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

1. The Superintendent of Schools of the employing system must certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education must certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by Board for teachers with comparable training and 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); 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511 through 513
5. TCA 49-5-512, 513
6. TCA 49-5-508(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. Public Acts of 2017, Chp. No 287
10. TCA 8-36-821

# Johnson City Board of Education

|  |  |                     |                        |
|--|--|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in<br>February | <b>Separation Practices for<br/>Non-Tenured Teachers</b> | Descriptor<br>5.201 | Issue Date<br>4/5/2021 |
|  |  | Rescinds<br>5.201   | Issued<br>12/9/2019    |

Under no circumstances shall the Superintendent of Schools suspend a teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full salary for the period of suspension.

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

The Superintendent 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 Superintendent of Schools suspend a 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<sup>2</sup>**

A Superintendent of Schools/~~or his/her~~ designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before a teacher is suspended, they 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 Superintendent 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<sup>2</sup>**

The Superintendent 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 Superintendent 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 teacher 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 teacher within ten (10) working days following the close of the hearing. The teacher may appeal the

1 decision to the board within ten (10) working days of the hearing officer rendering the written decision to the  
 2 teacher. Written notice of appeal to the board shall be given to the Superintendent of Schools. Within twenty  
 3 (20) days of receipt of notice, the Superintendent of Schools shall prepare a copy of the proceedings,  
 4 transcript, documentary, and other evidence presented and provide the board a copy of the same.

5  
 6 The board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may appear in  
 7 person or be represented by counsel and argue why the decision should be modified or reversed. The board  
 8 shall take one of the following actions:

- 9
- 10 1. sustain the decision;
- 11 2. send the record back if additional evidence is necessary; or
- 12 3. revise the penalty or reverse the decision.

13  
 14 Before any decision to dismiss is made, a majority of the membership of the board shall concur in sustaining  
 15 the charges. The board shall render a decision on the appeal within ten (10) working days after the conclusion  
 16 of the hearing.

17  
 18 The Superintendent of Schools shall also have the right to appeal any adverse ruling by the hearing officer in  
 19 same manner as the non-tenured teacher.

20  
 21 Within twenty (20) days after receipt of notice of the decision of the board, either party may appeal to the  
 22 chancery court in the county where the school system is located. The board shall provide the entire record of  
 23 the hearing to the court.

## 24 **NONRENEWAL**

25  
 26 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of  
 27 employment enjoyed by tenured teachers except that they have no claim upon continuing employment or  
 28 tenure protections.

29  
 30 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-tenured  
 31 teacher and providing assistance for overcoming these deficiencies.

32  
 33 The Superintendent of Schools is under no obligation to re-employ non-tenured teachers at the end of their  
 34 contract period. If the Superintendent of Schools determines not to renew the contract of a non-tenured  
 35 teacher,<sup>1</sup> the following action shall be taken:

- 36
- 37
- 38 1. The Board shall be notified at the next regular board meeting; and
- 39
- 40 2. Written notice of non-renewal shall be hand delivered or sent to the teacher by registered mail  
 41 so that it will be received by the teacher within five (5) business days following the last instructional  
 42 day for the school year.<sup>3</sup>
- 43

## 44 **RESIGNATION**

45  
 46 A teacher shall give the Superintendent of Schools notice of resignation at least thirty (30) days before the  
 47 effective date of the resignation.<sup>4</sup> The Board may waive the thirty (30) days notice requirement and permit a  
 48 teacher to resign in good standing.

49  
 50 The conditions under which it is permissible to break a contract with the Board are as follows:

1. The drafting of the teacher into military service by a selective service board;
2. 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;
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.<sup>6</sup>

Any teacher on leave shall notify the Superintendent 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.<sup>5</sup>

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 Commissioner of Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.<sup>6</sup>

## RETIREMENT

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

Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system. Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from TCRS to the central office. It shall be the responsibility of the retiring teacher to file for benefits.

Teachers who retire under TCRS may be employed up to one-hundred (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days if the Superintendent of Schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.<sup>7</sup>

The Superintendent of Schools may employ teachers retired for at least one year for full-time employment as a kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or suspended under certain conditions, which include but are not limited to the following:<sup>8</sup>

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

***(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.)***

Legal References:

Cross Reference:

1. TCA 49-5-511(a)(3)

- 1 2. TCA 49-2-301 (b)(1)(GG); TCA 49-5-512(d)
- 2 3. TCA 49-5-409
- 3 4. TCA 49-5-508
- 4 5. TCA 49-5-706
- 5 6. TCA 49-5-411(b)(4)
- 6 7. Public Acts of 2017; Chp No. 287
- 7 8. TCA 8-36-821

# Johnson City Board of Education

|  |   |                                  |                                 |
|--|---|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually, in<br/>January</b> | Descriptor Term:<br><b>Recommendations and File<br/>Transfers</b> | Descriptor Code:<br><b>5.203</b> | Issued Date:<br><b>04/05/21</b> |
|  |   | Rescinds:                        | Issued:                         |

1 Other than the routine transmission of administrative and personnel files, district employees are  
2 prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual  
3 knows, or has probable cause to believe, that the person seeking a job change engaged in sexual  
4 misconduct regarding a minor or student in violation of the law.<sup>1</sup>

5 These requirements shall not apply if:

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

8  
9 2. The matter has been officially closed in one of the following ways:

10  
11 a. The prosecutor or police have investigated the allegations and notified school officials  
12 that there is insufficient information to establish probable cause;

13  
14 b. The employee, contractor, or agent has been charged and either acquitted or exonerated;  
15 or

16  
17 c. The case remains open, and there have been no charges or indictment filed within four  
18 (4) years of the date the information was reported to the law enforcement agency.

19 Neither the district nor the Board shall enter into, or require a current or former employee to enter into,  
20 a non-disclosure agreement during a settlement for any act of sexual misconduct.<sup>1</sup>

21 The ~~Director~~ **Superintendent** of Schools shall develop administrative procedures to enforce this  
22 policy and comply with federal and state law.

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#### Legal References

1. 20 USCA § 7926; TCA 49-2-131

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#### 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  
Reporting Child Abuse 6.409

# Johnson City Board of Education

|   |   |                     |                        |
|---|---|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in February | <b>Long-Term Leaves of Absence for Professional Personnel</b> | Descriptor<br>5.304 | Issue Date<br>3/5/2007 |
|   |   | Rescinds<br>5.304   | Issued<br>3/4/2002     |

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Any person holding a position requiring a license to teach shall be granted leave for military service, legislative service, maternity, adoption, recuperation of health, and may be granted leave for educational improvements or other sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits.

Each request for leave must be acted upon by the Superintendent of Schools within fifteen (15) days. Each applicant shall be notified in writing of the action of the Superintendent 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 Superintendent 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.

Any teacher on leave shall notify the Superintendent 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 is on leave. Failure to give such notice shall be considered breach of contract.<sup>1</sup>

Employees who are on leave from the system continue to be employed by the system and are subject to the restrictions contained in Policy 5.607 - **Non-System Employment**.

**PAY AND BENEFITS**

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

Employees who take leave under the provisions of the Family Medical Leave Act (FMLA) shall have the same portion of their insurance premiums paid by the Board as is paid for active employees. This leave is limited to twelve (12) weeks and subject to the restrictions and conditions of the Family and Medical Leave Act.

Legal References:  
  
1. TCA 49-5-702 through TCA 49-5-709

Cross References:  
  
Family and Medical Leave 5.305  
Military Leave 5.306  
Interim Employees 5.700  
Non ~~School~~ System Employment 5.607

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# Johnson City Board of Education

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|---|---------------------------------|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in February | <b>Family and Medical Leave</b> | Descriptor<br>5.305 | Issue Date<br>4/5/2021 |
|   |                                 | Rescinds<br>5.305   | Issued<br>6/7/2010     |

## PURPOSE

To entitle employees to take reasonable leave for a serious health condition ~~medical reasons~~, for the birth or adoption of a child, and for the care of a child, spouse or parent who has a serious health condition.

## ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the school system or anyone who has at least 1,250 hours of service (hours used for leave, even Family Medical Leave Act (“FMLA”) leave, shall not be credited for service for purposes of FMLA eligibility<sup>1</sup>) during the previous twelve month period.<sup>2</sup>

## GENERAL PRINCIPLES

1. Any employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or adoption of a child or the care of a child, spouse, or parent who has a serious health condition. (Any female requesting leave due to pregnancy and childbirth shall be granted at least four (4) months leave.)<sup>3</sup>
2. Any person requesting maternity leave must, during the period of actual physical disability, use accumulated sick leave until leave is exhausted before using FMLA leave. All FMLA leave runs concurrently with paid leave. A physician’s statement may be required by the Superintendent of Schools when determining the period of actual physical disability.<sup>5</sup>
3. Up to thirty (30) days of accumulated sick leave may be used during the adoption of a child. If both adoptive parents are teachers, only one parent may request leave. Written verification of the impending adoption from agency or other entity handling the adoption is required before the leave is granted.<sup>4</sup>

Request for FMLA leaves and extension of FMLA leaves shall conform to state law governing all leaves of absence.

## RESTRICTIONS

1. For foreseeable leave, the employee shall provide the Superintendent of Schools with written notice on Board approved forms at least thirty (30) days before the beginning of the anticipated leave.<sup>3</sup>
2. The Superintendent may require that a request for FMLA leave be supported by certification issued by a health care provider with the following information:
  - a. the date on which the serious health condition commenced;
  - b. the probable duration of the condition;

- 1  
2 c. the appropriate medical facts within the knowledge of the health care provider regarding the  
3 condition; and  
4 d. a statement that the eligible employee is needed to care for the son, daughter, spouse or parent  
5 and an estimate of the amount of time that such employee is needed.  
6

7 3. If there is any reason to doubt the validity of the certification provided, the Superintendent may  
8 require, at the expense of the school system, an opinion of a second health care provider.  
9

10 4. Once it has been established that the leave requested qualifies for FMLA, the Superintendent of  
11 Schools/designee shall notify the employee within two (2) business days (absent extenuating  
12 circumstances) that -  
13

14 Any leave taken pursuant to state leave statutes or other leave policies,  
15 (personal leave, sick leave or worker's compensation) **may will** run concurrently  
16 with FMLA leave.<sup>6</sup>  
17

18 The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no  
19 later than the following pay day.<sup>7</sup>  
20

21 5. Intermittent Leave - When a licensed employee requests foreseeable leave for planned medical  
22 treatment and the employee would be on leave for greater than 20% of the total number of working  
23 days in the period during which the leave would extend, the school may require that such employee  
24 elect either to take the leave for periods of a particular duration, not to exceed the duration of the  
25 planned medical treatment or to transfer temporarily to an available alternative position offered by  
26 the school system for which the employee is qualified, and that has equivalent pay and benefits and  
27 better accommodates recurring periods of leave.  
28

29 6. Period Near the End of an Academic Term (*Certified employees*) - If leave is taken more than five  
30 (5) weeks prior to the end of the term, the Superintendent of Schools may require the employee to  
31 continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the  
32 return of employment would occur during the three (3) week period before the end of the term.  
33

34 If the leave is taken five (5) weeks prior to the end of the term, the Superintendent of Schools may  
35 require the employee to continue taking leave until the end of the term if the leave is greater than two  
36 (2) weeks duration and the return to employment would occur during the two (2) week period before  
37 the end of the term.  
38

## 39 **REQUIREMENTS OF THE BOARD**

### 40 **After return from Family Medical Leave**

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44 1. The employee shall be restored to the same position of employment or an equivalent position with  
45 no loss of benefits, pay or other terms of employment.  
46  
47 2. The employee shall be kept under any group health plan for the twelve weeks of FMLA leave.  
48 3. The Board may recover the premium paid under the following conditions:  
49  
50  
51 a. the employee fails to return from leave after the period of leave has expired; and

- 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.

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Legal References:

1. *Hinson v Tecumseh Products Co.* 234 F.3d 1268, 6th Cir. (2000)
2. Federal Family and Medical Leave Act 1993
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710
5. TCA 49-5-704
6. 29 CFR § 825.208
7. OP Tenn. Atty Gen. 94-006 (Jan 13, 1994);  
*Plant v. Morton International, Inc.*, 212 F. 3d 929, 6th Cir. (2000)

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Cross References:

- Sick Leave 5.302  
Long Term Leaves 5.304

# Johnson City Board of Education

|  |   |  |   |
|--|---|--|---|
| Monitoring:<br><br><b>Review: Annually,<br/>in January</b> | Descriptor Term:<br><br><h2 style="text-align: center;">Physical Assault Leave</h2> | Descriptor Code:<br><h3 style="text-align: center;">5.307</h3> | Issued Date:<br><h3 style="text-align: center;">04/05/21</h3> |
|  |   | Rescinds:  | Issued:   |

1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or  
 2 other violent criminal acts committed in the course of the teacher's employment duties shall receive  
 3 workers' compensation or comparable benefits without loss of accumulated or granted sick, personal, or  
 4 professional leave.<sup>1</sup>

5 The school district shall continue to pay the teacher's full benefits including, but not limited to, health  
 6 insurance benefits until the earlier of the date on which the teacher is released by the teacher's physician  
 7 to return to work or the date on which the teacher is determined by the teacher's physician to be  
 8 permanently disabled from returning to work.<sup>2</sup>

9 A signed statement listing the cause of the absence shall be provided by the employee on forms  
 10 furnished by the ~~Director~~ **Superintendent** of Schools and shall promptly be given to the immediate  
 11 supervisor in support of all claims. A certificate from the physician on forms furnished by the ~~Director~~  
 12 **Superintendent** of Schools may also be required to verify the extent of the injury.<sup>3</sup>

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Legal References

1. TCA 49-5-714(a)
2. TCA 49-5-714(b)
3. TRR/MS 0520-01-02-.04(4)(b)

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Cross References

- Worker's Compensation 3.602  
 Sick Leave 5.302  
 Long Term Leaves of Absence 5.304

# Johnson City Board of Education

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|--|---|---------------------|------------------------|
| Monitoring:<br><br>Review Annually, in March | <b>Personnel Health Examinations/<br/>Communicable Diseases</b> | Descriptor<br>5.400 | Issue Date<br>4/5/2021 |
|  |   | Rescinds<br>5.400   | Issued<br>4/4/2019     |

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All employees, prior to entering service, shall present a physician’s certificate showing a satisfactory health record.<sup>1</sup> Any employee who contracts a contagious/communicable that may endanger the health of a student is required to inform the Superintendent of Schools.

No employee who has any communicable disease shall perform ~~his/her~~ **their** duties in any location where such might endanger the health of school children. The Board shall require any employee to submit to a physical examination by a physician whenever there is reason to believe that the employee has any communicable disease.<sup>2</sup> The Board shall use the physician’s report to determine any employment limitations, the degree of communicability of the disease and the employment status of the employee.

The Superintendent of Schools shall reassign or suspend any employee who is suspected of having a communicable disease which might endanger the health of students, pending investigation and final disposition of the case before the Board.<sup>3</sup>

To assist the Board in making final disposition of the case, the Superintendent of Schools may refer the case to the County Health Department or other medical experts.

In all instances, district personnel shall respect the individual's right to privacy and treat any medical diagnosis as confidential information.

Legal References:

1. TRR/MS 0520-1-3-.08(2)(f)
2. TCA 49-2-203(b)(2);  
TCA 49-5-710(a)(7); TCA 49-5-404
3. TCA 49-5-511

Cross References:

- Suspension/Dismissal 5.200-202  
Section 504/ADA Grievances Procedures 1.802

# Johnson City Board of Education

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|---|--|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in<br>March | <b>Drug &amp; Alcohol Testing<br/>of Employees</b> | Descriptor<br>5.403 | Issued Date<br>4/13/2020 |
|   |  | Rescinds<br>5.403   | Issued<br>5/7/2018       |

## REASONABLE SUSPICION DRUG TESTING FOR ALL EMPLOYEES

Trained supervisors have the responsibility to observe and document the cause for reasonable suspicion and when appropriate, refer the matter to the Superintendent of Schools/designee. It is not the supervisor's responsibility to attempt diagnosis. All information, facts and circumstances leading to and supporting this suspicion should be included in a written report detailing the basis for the suspicion. After the report is filed, the employee should be notified.<sup>2</sup>

Any employee may be required to submit to substance screening if the following conditions exist: (list is not inclusive)

1. Observed use, possession or sale of illegal drugs and/or use, possession, sale, or abuse of alcohol and/or prescription drugs.
2. Apparent physical state of impairment of motor functions.
3. Marked changes in personal behavior not attributed to other factors.
4. Employee involvement in or contribution to an accident where the use of alcohol or drugs is reasonably suspected or employee involvement in a pattern of repetitive accidents whether or not they involve actual or potential injury.
5. Violation of criminal statutes involving the use of illegal drugs, alcohol or prescription drugs and/or violations of drug statutes.

An employee's failure to submit to reasonable suspicion drug testing may result in discipline, up to and including suspension or dismissal.

## PRE-EMPLOYMENT DRUG SCREENING

Prior to employment, as a condition of any job offer, substance screens will be required for individuals applying for positions which require a Commercial Drivers License ("CDL"): transportation employees, school mini-bus drivers, mechanics, driver assistants, maintenance employees who drive vehicles during the performance of their duties, food service employees who drive vehicles during performance of their duties,<sup>1</sup> and any other employees who drive vehicles during the performance of their duties, collectively "CDL Employees".

Applicants will sign an acknowledgment prior to substance screening, permitting the summary result to be sent to the Superintendent of Schools/designee.

Refusal to sign the acknowledgment or to submit to substance screening will be considered as withdrawal of the individual's application for employment. The applicant will not be considered for employment for

1 at least twelve (12) months.  
2

3 If substance screening shows a confirmed positive result for which there is no current physician's prescription,  
4 any job offer will be revoked. The applicant will not be considered for employment for at least twelve (12)  
5 months.<sup>2</sup>  
6

## 7 **DRUG DISCLOSURE**

8

9 All CDL Employees shall report to the Superintendent of Schools or designee the use of any prescription drug  
10 that could affect the central nervous system or one that would impair reaction time. Further, all CDL  
11 Employees shall give notice of nonprescription (over-the-counter) drugs being taken on a regular basis. The  
12 notice shall include the duration of ingestion and the possible side effects.  
13

14 All CDL Employees and applicants for positions who are required to hold a CDL to perform their job function  
15 must adhere to the requirements of this policy and all procedures relating to this policy.<sup>1</sup>  
16

## 17 **TESTING FOR CDL EMPLOYEES**

18

19 The use, possession, sale, purchase or transfer of any controlled substances except the lawful use of medically  
20 prescribed drugs on school property, while on school business or while operating school vehicles and  
21 equipment is prohibited. Drinking alcoholic beverages during working hours, four (4) hours before reporting  
22 to work or having any measurable amount of alcohol ~~is his~~ in their system during working hours is  
23 prohibited, whether on or off school property. Working hours include all breaks. Off-duty use of drugs and  
24 alcohol is prohibited to the extent that it affects driver's attendance or performance and ~~his~~ their ability to  
25 pass required DOT alcohol and controlled substance tests. Any violation of this policy is grounds for  
26 termination as employee of the Board and possible legal prosecution.  
27

28 The use of any prescription drug that could affect the central nervous system or one that would impair  
29 reaction time shall be reported to the Superintendent of Schools. Notice shall be given of non-prescription  
30 (over-the-counter) drugs being taken on a regular basis. The notice shall include the duration of ingestion and  
31 the possible side effects.  
32

## 33 **Procedures**

34

35 The execution and enforcement of this policy will follow set procedures to screen bodily fluids, conduct  
36 breath testing, and/or search of employee/applicants for alcohol and drug use, and those employees  
37 suspected of violating this policy who are involved in a reportable accident or who are periodically or  
38 randomly selected. The procedures are designed not only to detect violations of this policy, but also to  
39 ensure fairness to each employee. Disciplinary action will be taken as necessary as outlined below.  
40

## 41 **Implementation**

42

43 The Superintendent of Schools is authorized to implement this policy and procedures for the drug testing  
44 program, including a periodic review of the program to address any problems, changes and/or revisions of it,  
45 maintenance of all records required by the federal regulations, and determination upon Board approval of how  
46 the program will be accomplished, whether in-house, contracted or by consortium.  
47

## 48 **Dissemination**

49

50 The Superintendent of Schools shall be responsible for communicating this policy and the procedures to all  
51 employees affected by this policy and shall be accountable for its consistent enforcement.<sup>2</sup> The

1 Superintendent of Schools is designated to answer questions about this policy, procedures and all other matters  
2 involved in alcohol and controlled substance testing of CDL drivers and the reasonable suspicion testing of all  
3 other employees.  
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35 Legal References:

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37 1. 49 U.S.C. § 2717, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)  
38 2. 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled  
39 Substance and Alcohol Use and Testing), and 395 (Hours of Service of Drivers).  
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# Johnson City Board of Education

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|---|---|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in<br>March | <b>Employee Complaints and Grievances</b> | Descriptor<br>5.501 | Issued Date<br>4/13/2020 |
|   |   | Rescinds<br>5.403   | Issued<br>5/7/2018       |

## EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

Differences of opinions arising in the course of employment should be resolved as quickly as possible and at the lowest supervisory level.

If a staff member has questions concerning the interpretation of policies and procedures, administrative practices within ~~his~~ their particular school, and/or relationships with other employees, the staff member must consult ~~his~~ their immediate supervisor. If a satisfactory resolution of the question cannot be reached after consultation with the immediate supervisor, the staff member concerned may discuss the matter with the next level of supervision, up to and including the Superintendent of Schools.

In instances where an individual staff member feels that ~~he~~ they cannot discuss a problem with his immediate superior, ~~he~~ they may take the problem directly to the Superintendent of Schools. After review of the case, the Superintendent of Schools shall take action as he deems appropriate and within a reasonable time shall notify all parties concerned of ~~his~~ the decision.

## HARASSMENT/DISCRIMINATION GRIEVANCES

The Superintendent of Schools shall appoint at least two (2) Complaint Managers, one of each gender, to administer complaints of harassment or discrimination. Employees should notify a Complaint Manager if they believe the Board, its employees or agents have violated rights guaranteed by the State or Federal Constitution, State or Federal Statutes or Board policy, including:

1. Title II of the Americans with Disabilities Act<sup>1</sup>;
2. Title IX of the Education Amendments of 1972<sup>2</sup>;
3. Section 504 of the Rehabilitation Act of 1973<sup>3</sup>;
4. Title VII of the Civil Rights Act of 1964<sup>4</sup>;
5. The Age Discrimination Act<sup>5</sup>;
6. The Equal Pay Act<sup>6</sup>; or
7. The Immigration Reform and Control Act<sup>7</sup>.

The Complaint Manager shall, whenever possible, attempt to resolve all complaints in a timely and equitable manner before a formal grievance is filed:

1. *Filing a Grievance* - An employee who wishes to avail ~~himself~~ themselves of the grievance procedure may do so by filing a formal grievance, either orally or in writing, with the Complaint Manager of his choice. The Complaint Manager may assist the employee in filing the formal grievance.
2. *Investigation* - The Complaint Manager will investigate the allegations contained in the formal grievance or appoint a qualified person to undertake the investigation on ~~his~~ their behalf. The nature

1 of the allegations and the identity of the complainant will not be disclosed except: (1) as  
 2 required by law or policy; or (2) as necessary to fully investigate the grievance; or (3) as  
 3 authorized by the complainant. The Complaint Manager shall, within ten (10) days of the filing  
 4 of the grievance, file a written report of his findings with the Superintendent of Schools. If a formal  
 5 grievance contains allegations involving the Superintendent of Schools, the written report shall be filed  
 6 with the Complaint Manager who has not been involved in the investigation and who shall inform the  
 7 Board of the allegations.

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 9  
 10 3. *Decision and Appeal* - The Superintendent of Schools shall render a written decision, and provide  
 11 the complainant with a copy of that decision, within five (5) days of the receipt of the Complaint  
 12 Manager’s report. If the grievance contains allegations involving the Superintendent of Schools, the  
 13 written decision will be rendered by the Complaint Manager not in charge of the investigation. The  
 14 complainant will be provided a copy of that decision within five (5) days of the receipt of the original  
 15 Complaint Manager’s report. If the employee is not satisfied with the decision, ~~he~~ they may appeal  
 16 the decision to the Board by making a written request for Board review to the Complaint Manager.  
 17 The Complaint Manager shall be responsible for promptly forwarding all materials relative to the  
 18 complaint and appeal to the Board. The Board shall render a decision within thirty (30) day from the  
 19 date the appeal was received. The Board may report and affirm, overrule or modify the decision. A  
 20 written finding shall be provided to the complainant. This grievance procedure shall not be construed  
 21 to create an independent right to a Board review.

22  
 23 The right of an employee to prompt and equitable resolution of a complaint or grievance shall not be  
 24 impaired by the employee’s pursuit of other remedies. Use of this grievance procedure is not a prerequisite  
 25 to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline  
 26 related to the pursuit of other remedies.

27  
 28 **APPOINTING COMPLAINT MANAGERS**

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 30 The Superintendent of Schools shall appoint at least two Complaint Managers. The Federal Rights  
 31 Coordinator may be appointed as a Complaint Manager. The Superintendent of Schools shall insert into this  
 32 policy the names, addresses and telephone numbers of current Complaint Managers.

- |   |  |
|---|--|
| <p>33<br/>         34 1. <u>Dr. Robbie Anderson</u><br/>         35 Johnson City Schools<br/>         36 P.O. Box 1517<br/>         37 Johnson City, TN 37605-1517<br/>         38 (423) 434-5200</p> | <p>39<br/>         40 2. <u>Dr. Roger Walk</u><br/>         Johnson City Schools<br/>         P.O. Box 1517<br/>         Johnson City, TN 37605-1517<br/>         (423) 434-5200</p> |
|---|--|

41  
 42  
 43 Legal References:

- 44  
 45 1. 42 U.S.C. § 621 et seq.  
 46 2. 20 U.S.C. § 1681 et seq.  
 47 3. 29 U.S.C. § 791 et seq.  
 48 4. 42 U.S.C. § 2000e et seq.  
 49 5. 29 U.S.C. § 621 et seq.  
 50 6. 29 U.S.C. § 206(d)  
 51 7. 8 U.S.C. §1324a et. seq.

42  
 43 Cross References:

- 44  
 45 Appeals To and Appearances Before the Board 1.609  
 46 Grievances & the Americans w/ Disabilities Act 1.802  
 47 Equal Opportunity Employment 5.104  
 48 Discrimination/Harassment of Employees 5.503

# Johnson City Board of Education

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|---|--|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>March | <b>Complaints About<br/>School Personnel</b> | Descriptor<br>5.502 | Issued Date<br>4/2/2007 |
|   |  | Rescinds<br>5.502   | Issued<br>4/1/2002      |

1 Whenever a complaint about an employee is made to the Superintendent of Schools, it will be referred to the  
2 school administrator or principal for resolution unless Board policy requires other action. The employee  
3 involved will be advised if the complaint is **deemed valid likely to lead to reprimand**. The employee will be  
4 given opportunity for explanation, comment, and presentation of the facts as he sees them.

5  
6 If, after such procedure is followed there is still a question or complaint, the matter shall then be referred  
7 **in writing** to the Superintendent of Schools.

8  
9 Individuals or groups desiring to speak to the Board about school personnel shall follow the same procedures  
10 as outlined in board policy dealing with public participation at board meetings.

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Appeals To & Appearances Before the Board 1.404

# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in<br>March | <b>Staff Time Schedules</b> | Descriptor<br>5.602 | Issued Date<br>4/3/2017 |
|   |                             | Rescinds<br>5.602   | Issued<br>6/1/2009      |

1   **WORK SCHEDULES**

2  
3   The workday for full-time licensed and professional school based staff will be a minimum of seven hours and  
4   thirty minutes<sup>1</sup> and will continue until professional responsibilities to the student and the school are  
5   completed. Administrative meetings, curriculum development, student supervision, assigned duties, parent  
6   conferences, group or individual planning and extra-curricular activities may require hours beyond the stated  
7   minimum. Teachers shall be allotted a duty-free planning period of a minimum of two and one-half (2 1/2)  
8   hours each week to provide time for planning, preparation for effective teaching and attention to major  
9   program improvement.<sup>2</sup> Work schedules for other employees will be defined by the Superintendent of  
10   Schools/ ~~or his/her~~ designee, consistent with the Fair Labor Standards Act and the provisions of this policy.

11  
12   **WORKWEEK DEFINED**

13  
14   Working hours for all employees not exempt under the Fair Labor Standards Act,<sup>3</sup> including secretar-  
15   ies, bus drivers, cafeteria, janitorial, and maintenance personnel, will conform to federal and state regu-  
16   lations. The Superintendent of Schools will ensure that job positions are classified as exempt or non-exempt  
17   and that employees are made aware of such classifications. Supervisors will make every effort to avoid  
18   circumstances which will require non-exempt employees to work more than forty (40) hours each week. For  
19   purposes of compliance with the Fair Labor Standards Act, the workweek for school district employ-  
20   ees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.

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23   **ATTENDANCE EXPECTATIONS**

24  
25   All employees are expected to be present during all work hours. Absence without prior approval, chronic  
26   absences, habitual tardiness or abuses of designated working hours are all considered neglect of duty and  
27   will result in disciplinary action up to and including dismissal.

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38   Legal References:

- 39  
40   1. TRR/MS 0520-1-3-.03  
41   2. TRR/MS 0520-1-3-.03; TCA 49-1-203  
42   3. 29 CFR § 54.205; 541.303  
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Cross References:

Overtime Pay of Non-Exempt Personnel 5.604

# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in March | <b>Staff-Student Relations</b> | Descriptor<br>5.610 | Issued Date<br>4/13/2020 |
|  |                                | Rescinds<br>5.610   | Issued<br>8/3/2015       |

Staff members shall maintain professional relationships with students at all times and shall strive to develop wholesome and constructive relationships with them. Staff members shall be expected to regard each student as an individual and to accord each student the rights and respect that ~~he is~~ **they are** due.

Staff members shall promote a learning environment that encourages fulfillment of each student’s potential in regard to his program, consistent with district goals and with optimal opportunities for students. This goal may be reached by adapting instruction to individual needs, by:

1. Insisting on reasonable standards of scholastic accomplishment for all students;
2. Creating a positive atmosphere in and out of the classroom;
3. Extending courtesy and respect to students; and
4. Treating all students with consistent fairness.<sup>1</sup>

Staff members shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting and shall avoid unnecessary informal and social involvement, in person or electronically, with individual students. Any appearance of impropriety shall be avoided. Sexual relationships between employees and students are expressly prohibited.<sup>2</sup>

Employees who violate this policy are subject to discipline, up to and including suspension or dismissal and when appropriate, may be reported to authorities for criminal prosecution.

Legal References:

1. TEA Code of Ethics of the Education Profession
2. TCA 39-13-506; TCA 39-13-527

Cross References:

- Staff Rights & Responsibilities 5.600  
Ethics 5.611

# Johnson City Board of Education

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|---|----------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>March | <b>Temporary Employees</b> | Descriptor<br>5.700 | Issued Date<br>4/4/2019 |
|   |                            | Rescinds<br>5.700   | Issued<br>2/2/2009      |

1 Vacancies in teaching positions which occur after the beginning of the school year will be filled as temporary  
2 replacements for the remainder of the school year and will not be considered as initial employment.  
3

4 Upon notification to the Board of Education, the Superintendent of Schools may elect to post any position as a  
5 permanent position, when ~~he~~ they believes it to be in the best interest of the School System.  
6

7 These positions will be filled at the discretion of the Superintendent of Schools in such a manner as to cause  
8 the least disruption in the educational process for students and as quickly as possible to ensure a continuous  
9 function of the position.  
10

11 Persons filling any temporary positions shall have no expectancy of continued employment under TCA 49-5-  
12 409 or pursuant to any other statute, policy or procedures, but such person shall be considered for employment  
13 in filling vacancies as specified in the section dealing with initial employment. The contract of each temporary  
14 employee shall contain the following statement: *I understand that in filling a temporary position I have no  
15 expectancy of continued employment but shall be considered for initial employment to fill other vacancies.*  
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# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in March | <b>Substitute Teachers</b> | Descriptor<br>5.701 | Issued Date<br>4/13/20 |
|  |                            | Rescinds<br>5.701   | Issued<br>4/4/2019     |

Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.<sup>1,2</sup> All substitute teachers shall be employed by the Superintendent of Schools and paid by the Board.<sup>2</sup> In order to be approved as a substitute, a candidate must hold, at a minimum, a valid high school diploma or a GED. **Unless an exception is warranted and granted by the Superintendent,** all candidates must attend a training session. **All candidates must have a current and must have a** background check.

A list of qualified, eligible substitutes will be maintained by the Human Resources Department on an active substitute list.

All substitute teachers shall be responsible for providing correct addresses and phone numbers, for having fingerprints for TBI/FBI background checks, and for notifying the Human Resources office if they wish to terminate their service as substitutes.

Applicants whose records with the State Department of Education indicate a license or certificate currently in revoked status shall not be hired.<sup>3</sup>

On a regular basis, the Superintendent of Schools, with input from the Human Resources Department and the principals, shall determine which substitute teachers performed at an acceptable level. Substitute teachers who are determined to have performed below an acceptable level shall be removed from the active substitute list.

When a teacher is unable to meet classes for any reason, the teacher shall call or log in to the online substitute finder and register his absence.

At the beginning of each day of their teaching assignment, all substitute teachers shall report to the office of the school in which they are to substitute. Each substitute is responsible for signing in and out each day and for securing a “substitute” badge. Substitute teachers will be given a copy of the individual school’s guidelines and procedures on the first day they substitute in the school.

Substitute teachers shall assume the same hours as the regular teacher, including bus duty and playground supervision. Substitute teachers will have those responsibilities and authority as directed by the building principal.

When substituting for a regular teacher who has been absent for twenty (20) consecutive days for any reason, a teacher licensed in the discipline will be used. When a substitute teacher has substituted in the same position for forty (40) consecutive days, pay will be in accordance with the regular teacher salary schedule based upon the education and experience of the substitute.

Retired teachers may substitute one hundred twenty (120) days per year without loss of retirement benefits,<sup>1</sup> and may substitute for an additional ninety (90) days if the Superintendent of Schools certifies in writing to the State Board of Education that no other qualified personnel are available to substitute teach.<sup>4</sup>

In order to make the work of the substitute teacher as satisfactory as possible, the regular teacher shall

1 make available:  
2

- 3 1. Daily schedule (academic and supervisory);  
4 2. Class rolls; and  
5 3. Lesson plans and other information for the day's activities. In case of emergency when plans are  
6 not provided, the principal shall provide the substitute with directions for the day.  
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25 Legal References:

- 26 1. TRR/MS 0520-1-2-.04(5)  
27 2. TCA 49-5-709  
28 3. TCA 49-203(a)  
29 4. TCA 8-36-805  
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Cross Reference:  
Retirement 5.205

# Johnson City Board of Education

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|---|-------------------------------------|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in<br>March | <b>Interns and Student Teachers</b> | Descriptor<br>5.702 | Issued Date<br>4/13/2020 |
|   |                                     | Rescinds<br>5.702   | Issued<br>5/7/2018       |

1 All college students participating in the intern or student teacher program ~~will be interviewed~~ **must be**  
 2 **available for an interview if requested** by the supervisor, ~~or~~ the principal and **or** the teacher at least one (1)  
 3 week prior to starting the experience in the school. Student teachers shall be accepted or refused by either the  
 4 principal or the cooperating teacher.

5  
 6 Interns/student teachers will be expected to observe all rules and regulations established by the Board.

7  
 8 Interns/student teachers shall be accorded the same protection of the laws as a certificated teacher and shall  
 9 comply with all rules and regulations of the Board and observe all duties of teachers as set forth in state  
 10 statutes.<sup>1</sup>

11  
 12 In addition, interns/student teachers shall be required to fulfill all normal local responsibilities, both school  
 13 and extracurricular, and shall familiarize themselves with the policies of the Board and the school.

14  
 15 When accepting interns and residency students attempts shall be made to ensure that a teacher have no more  
 16 than one full year intern or one Residency I and one Residency II student during a school year. Any exception  
 17 to this policy must have the specific approval of the principal and the Superintendent of Schools/designee.

18  
 19 The teacher training institution will be expected to provide liaison personnel who will discuss with school  
 20 system staff the broad objectives of the student teaching/intern program and who will visit the classrooms and  
 21 observes the intern/student teacher at work.

22  
 23 The evaluation of interns/student teachers shall be based upon a joint agreement between the cooperating  
 24 teacher and the student’s supervising teacher.

25  
 26 An intern/student teacher may be removed from service after a meeting with the principal, the cooperating  
 27 teacher and the supervising teacher at any time during the term.

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 Legal Reference:  
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 36 1. TCA 49-5-403 (a); 49-5-201  
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# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in<br>March | <b>Superintendent of School's<br/>Compensation, Benefits and Expenses</b> | Descriptor<br>5.804 | Issued Date<br>8/4/2014 |
|   |   | Rescinds<br>5.804   | Issued<br>4/1/2013      |

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The Superintendent of Schools shall be compensated at a rate set by the Board on an annual basis. The Chair may appoint a committee of board members to serve on a special Superintendent Compensation Committee, which shall review and recommend a compensation package for the Superintendent annually, prior to the August board meeting. This Superintendent Compensation Committee will be chaired by the Vice Chairman of the Board of Education. The Superintendent's compensation shall be commensurate with ~~his/her~~ their educational experience and academic preparation.

The Superintendent of Schools shall be entitled to the same employee benefits as professional employees of the school system.

The Superintendent of Schools shall receive reimbursement for expenses incurred in travel on behalf of the school system at the rate prescribed by the Board.

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Cross Reference:  
  
Expenses and Reimbursements 2.803

# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in February | <b>Teacher Effect Data</b> | Descriptor<br>5.1141 | Issue Date<br>5/7/2018 |
|   |                            | Rescinds<br>5.1141   | Issued<br>6/1/2009     |

1 The estimates of specific teacher effects on the educational progress of students will not be a public record and  
2 will be made available only to the specific teacher, the teacher's appropriate administrator(s) as designated by  
3 the Board and to Board members.<sup>1</sup> The Board appoints the Superintendent/designee as the designated  
4 appropriate administrator. A list of designated administrators will be sent to the Executive Director, Office of  
5 Accountability, State of Tennessee, before October 1 of each year.

6  
7 The guidelines for distribution, security and application <sup>2</sup> of the teacher effect data will be kept on file in the  
8 central office and will be given to the teacher, the designated administrator and all Board members and shall  
9 become an administrative procedure to be updated as needed by the Superintendent of Schools.

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33 Legal References:

- 34 1. TCA 49-1-606(b)  
35 2. "Guidelines for the Distribution, Security and Application of  
36 TVAAS Teacher Effect Data", State Board Guidelines 1996  
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# Johnson City Board of Education

|  |                                     |                     |                         |
|--|-------------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Student Educational Programs</b> | Descriptor<br>6.100 | Issued Date<br>4/5/2021 |
|  |                                     | Rescinds<br>6.100   | Issued Date<br>5/7/2018 |

In order to establish an environment conducive to learning for each student, the Board establishes the following goals for the system’s educational programs:

1. To assure all students the same educational opportunities and learning environment regardless of race, color, creed, religion, ethnic origin, sex, gender, sexual orientation or disabilities;<sup>1</sup>
2. To protect and observe the legal rights of students;
3. To enhance the self-image of each student by helping ~~him~~ **them** feel respected and worthy through a learning environment which provides positive encouragement for frequent success;
4. To provide an environment in which students can learn personal and civic responsibility for their actions through meaningful experiences as school citizens;
5. To deal with students in matters of discipline in a fair, consistent and constructive manner;
6. To provide for the safety, health and welfare of students;
7. To promote regular attendance and excellence in work; and
8. To prepare students to be healthy, productive citizens.

Legal Reference:

1. 20 U.S.C. § 1703

Cross References:

- School District Goals & Objectives 1.700  
 Instructional Goals & Objectives 4.100  
 Discrimination/Harassment 6.304

# Johnson City Board of Education

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|--|-------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review: Annually,<br>in March | <b>Attendance</b> | Descriptor<br>6.200 | Issued Date<br>4/5/2021 |
|  |                   | Rescinds<br>6.200   | Issued<br>4/13/2020     |

Attendance is a key factor in student achievement and therefore, students are expected to be present each day school is in session. The attendance supervisor shall oversee the entire attendance program which shall include:<sup>1</sup>

1. Providing accounting and reporting procedures and their dissemination;
2. Providing alternative program options for students who severely fail to meet minimum attendance requirements;
3. Ensuring that all school age children attend school;
4. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and
5. Notifying the Department of Safety whenever a student with a driver's permit or license drops out of school.<sup>2</sup>

Chronic absenteeism is defined as a student missing ten percent (10%) or more of the days the student is enrolled, for any reason, including excused absences and out-of-school suspensions.

Student attendance records shall be given the same level of confidentiality as other student records. Only authorized school officials with legitimate educational purposes may have access to student information without the consent of the student or parent.<sup>3</sup>

Absences shall be classified as either excused or unexcused as determined by the principal or his designee. Excused absences shall include<sup>4</sup>:

1. Personal illness;
2. Illness of immediate family member;
3. Death in the family;
4. Extreme weather conditions;
5. Principal/designee approved absences-up to three (3) days per school year as requested by the parent/legal guardian. No student will be allowed to use these absences during standardized testing dates or during final exams;
6. Religious observances;<sup>5</sup>
7. Five (5) college visits;
8. Pregnancy;
9. School endorsed activities;
10. Summons, subpoena or court order; or
11. Circumstances over which, in the judgment of the principal, the student has no control.

The principal shall be responsible for ensuring that:<sup>6</sup>

1. Attendance is checked and reported daily for each class;
2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;

3. All student absences are verified;
  4. Excuses are submitted for absences and tardiness;
  5. System-wide procedures for accounting and reporting are followed.
- Upon recommendation of the principal, students in grades K- 8 who are absent more than twenty (20) days will not be promoted to the next grade.

All absences, excused or unexcused, are counted in the maximum number of days that may be missed during a session or school year.

## **TRUANCY**

Truancy is defined as an unexcused absence for an entire school day, a major portion of the school day or the major portion of any class, or activity during the school day for which the student is scheduled.

Annually, the Superintendent of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted present. Students may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the school district provides transportation, unexcused absences from these programs shall be reported in the same manner.<sup>7</sup>

A student who is absent five (5) days without adequate excuse shall be reported to the Superintendent of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. If a parent/guardian does not provide documentation within adequate time excusing those absences, or request an attendance hearing, then the Superintendent of Schools shall implement the progressive truancy intervention plan described below prior to referral to juvenile court.

### **3-TIERED TRUANCY INTERVENTION PLAN<sup>8</sup>**

#### **Tier 1**

Tier 1 is triggered when a student accumulates 5 unexcused absences. The school will schedule a conference with the parent to formulate a plan in hopes of avoiding any further unexcused absences. Preferably, the conference will be in person. If the parent is not reached on the first attempt, the school shall make at least 2 more documented attempts in the first 10 days of the child accumulating the 3rd unexcused absence. If the school is still unsuccessful at reaching the parent(s), the school shall meet without the parent(s). If the parent(s) does schedule the meeting and does not show, one more attempt at scheduling a conference will be made before meeting without the parent(s).

The principal or ~~his/her~~ their designee will conduct the conference with the parent(s) and student if age appropriate. During the conference the Tier 1 Truancy Contract will be completed, and a plan will be developed and implemented for the student. The contract will expire at the end of the current school year. The principal/designee will determine what supports are available for the family, and ~~he/she~~ they would will discuss the value of education with the family. Any unused parent notes or any doctors' notes may be accepted at this time, even if it is past the allowable 5 days to turn in a note. The principal or ~~his/her~~ their designee will inform parent(s) the next unexcused will trigger Tier 2, and with continued unexcused absences, the child is subject to further truancy interventions.

A review meeting should be set within the next 30 days or end of the semester, whichever occurs first. If the student misses another unexcused day prior to the review meeting, Tier 2 will be triggered.

1 **Tier 2**

2 If the Tier 1 Intervention Plan is unsuccessful, Tier 2 is triggered. The same procedures as stated in Tier 1  
3 shall be followed regarding scheduling the conference. An administrator will need to conduct the Tier 2  
4 conference. Additional measures will be added to the plan developed in Tier 1. Additional measures may  
5 include conferences with the school counselor and check-in/check-out. The Tier 2 Truancy Contract must be  
6 completed. A review meeting should be set within the next 30 days or end of the semester, whichever occurs  
7 first. If the student misses another unexcused day prior to the review meeting, Tier 3 will be triggered.  
8

9 **Tier 3**

10 Tier 3 meetings will be conducted by the Johnson City Schools Truancy Board. Meetings will be held at  
11 Johnson City Juvenile Court. If a student from a school is required to attend, a representative from that school  
12 should also be in attendance.

13 A parent/guardian failing to attend the Truancy Board hearing or to make other arrangements will be subject  
14 to a petition to juvenile court. The attendance policies of the Johnson City Board of Education and the reasons  
15 for the student's unexcused absenteeism will be discussed at this meeting. Additional resources will be added  
16 to the intervention plan. If the student misses another unexcused day prior to the review meeting, a petition  
17 will be filed in Juvenile Court.

18 **RELEASED TIME COURSE<sup>9</sup>**

19 A principal/designee may excuse a student to attend a course in religious moral instruction for up to one (1)  
20 class period per school day. Students shall not be excused during any class which requires an examination for  
21 state or federal accountability purposes.

22 The student shall submit a written consent form signed by the student's parent/guardian prior to participation  
23 in the released time course. The principal/designee shall document the approval in writing. The student shall  
24 provide documentation to the principal/designee as proof of the student's participation in the released time  
25 course.

26 The district shall not be responsible for transporting students to and from the place of instruction.

27 Upon submission of the student's transcript from the entity that provided the released time course, the student  
28 may be awarded one-half (1/2) unit of elective credit.

29 The Superintendent of Schools shall develop procedures with secular criteria for determining whether credit  
30 shall be awarded.  
31

32 **MAKE-UP WORK AND INCOMPLETES**

33 All students are expected to make up the work missed during an absence. It is the responsibility of the student  
34 to meet with the teacher within two (2) days of returning to class to make arrangements for the completion of  
35 work to be made up. Work that is assigned at least five (5) days prior to an absence and due during the  
36 absence must be turned in the day the student returns to class. Students who are to be absent due to school  
37 sponsored activities are to meet with their teachers prior to the activity to get assignments and to schedule a  
38 time to take any missed test, quizzes, etc. <sup>5</sup>  
39

40 **STATE MANDATED TESTS/END OF COURSE EXAMS**

41 **Grades 9-12**

42 Secondary students who are absent the day of scheduled End of Course Exams and on the make-up day must  
43 present a signed doctor's excuse or must have been given an excused release by the principal prior to testing to

1 receive an excused absence. Excused students will receive an incomplete in the course until they have taken  
2 the state mandated test(s).

3  
4 Students who have an unexcused absence on the day of the scheduled End of Course Exam and on the makeup  
5 day shall receive a failing grade on the Exam which shall be averaged into their final term grade at the state  
6 designated rate.

7  
8 Any student who misses a scheduled End of Course Exam must take the test at the next administration in order  
9 to meet their End of Course diploma requirements

### 11 **Grades 3-8**

12 Students who are absent the day of scheduled state mandated tests or on the make-up days must present a  
13 signed doctor's excuse or must have been given an excused release by the principal prior to testing to receive  
14 an excused absence.

### 16 **CREDIT/PROMOTION DENIAL**

17 Credit/promotion denial determinations may include student attendance reports, however, student attendance  
18 may not be the sole criterion.<sup>10</sup> If attendance is a factor, prior to credit/promotion denial, the following shall  
19 occur:

- 20 1. Parents and student shall be advised if a student is in danger of credit/promotion denial due to  
21 excessive absenteeism.
- 22 2. Procedures in due process are available to the student when credit/promotion is denied.

### 24 **DRIVER'S LICENSE REVOCATION<sup>2</sup>**

25 More than ten (10) consecutive or fifteen (15) reported absences (unexcused) by a student during any semester  
26 renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

27  
28 In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in at least  
29 three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.

### 31 **ATTENDANCE HEARING<sup>11</sup>**

32 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion denial shall  
33 have the opportunity to appeal to an attendance hearing committee appointed by the principal. If the student  
34 chooses to appeal, the student or their parents shall be provided written or actual notice of the appeal hearing  
35 and shall be given the opportunity to address the committee. The committee will conduct a hearing to  
36 Determine if any extenuating circumstances exist or to determine if the student has met attendance  
37 requirements that will allow him/her them to pass the course or be promoted. Upon notification of the  
38 attendance committee decision, the principal shall send written notification to the Superintendent of  
39 Schools/designee and the parents of the student of any action taken regarding the excessive unexcused  
40 absences. The notification shall advise parents of their right to appeal such action within two (2) school days  
41 to the Superintendent/designee.

42 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

43 Within five (5) school days of the Superintendent/designee rendering a decision, the student's parents may  
44 request a hearing by the Board, and the Board shall review the record. Following the review, the board may  
45 affirm or overturn the decision of the Superintendent/designee. The action of the Board shall be final.

1 The Superintendent/designee shall ensure that this policy is posted in each school building and disseminated to  
2 all students, parents, teachers, and administrative staff.

3  
4 **TARDIES**

5 Being on time for school and class is required of all students. Each school shall adopt a plan designed to  
6 reduce or eliminate tardies. This plan shall be consistent across school divisions (i.e. elementary, middle, or  
7 secondary) and within individual schools.

8  
9 **PRE-K PROGRAMS**

10 Pre-K programs may have alternate attendance requirements.

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12  
13 

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Legal References:

- 14 1. TRR/MS 0520-1-3-.08(1)(a); TCA 49-6-3006
- 15 2. TCA 49-6-3017(c)
- 16 3. 20 USC 1232g
- 17 4. TRR/MS 0520-1-3-.03(16)
- 18 5. TCA 49-6-2904(b)(5)
- 19 6. TCA 49-6-3007
- 20 7. TCA 49-6-3021
- 21 8. TCA 49-6-3007; 49-6-3009
- 22 9. TCA 49-2-130
- 23 10. TCA 49-2-203(b)(7); 49-6-3002(b)
- 24 11. TRR/MS 0520-01-02.17

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Cross Reference:

- 14 School Calendar 1.800
- 15 Extracurricular Activities 4.300
- 16 Interscholastic Athletics 4.301
- 17 Field Trips/Excursions 4.302
- 18 Reporting Student Progress 4.601
- 19 Promotion and Retention 4.603
- 20 Recognition of Religious Beliefs 4.803
- 21 Voluntary Pre-K Attendance 6.2011
- 22 Students in Foster Care 6.505
- 23 Student Records 6.600
- 24 Students From Military Families 6.506
- 25 Student Records 6.600

# Johnson City Board of Education

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|--|-----------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Compulsory Attendance Ages</b> | Descriptor<br>6.201 | Issued Date<br>4/5/2021 |
|  |                                   | Rescinds<br>6.201   | Issued<br>4/4/2019      |

Children between the ages of six (6) and seventeen (17) years, both inclusive, must attend a public or private school.<sup>1</sup> A parent or legal custodian who believes that **his their** child is not ready to attend school at the designated age of mandatory attendance may make application to the principal of the public school which the child would attend for a one year deferral in required attendance. Any such deferral shall be reported to the Superintendent of Schools by the principal.<sup>2</sup> Under certain circumstances the Board may temporarily excuse students from complying with the provisions of the compulsory attendance law.<sup>3</sup>

Any child residing within the city of Johnson City, who will be five (5) years of age on or before August 15 and who makes application for admission shall be enrolled in the school designated by the Board.<sup>4</sup>

If a child turns five (5) years of age after August 15<sup>th</sup> or on or before September 30, such child's parent or legal guardian may request that the child be admitted into kindergarten. Upon a request, the Superintendent of Schools/designee shall administer an evaluation and examination. If the results indicate that the child is sufficiently mature emotionally and academically, then the child may be enrolled in kindergarten. The Superintendent of Schools shall develop procedures and forms to implement the provisions of this policy.

No child shall be eligible to enter first grade without having attended an approved kindergarten program or unless otherwise provided by law.<sup>5</sup>

A child entering a special education program shall be no less than three (3) years of age.<sup>6</sup>

A person eighteen (18) years of age or older who applies for admission must have the application approved by the principal and Superintendent of Schools when:

1. The applicant fails to enroll within thirty (30) calendar days after school officially starts; or
2. The applicant has dropped out of school and wants to re-enter.

The compulsory attendance law shall not apply to the following:<sup>3</sup>

1. A student who has received a diploma or other certificate of graduation;
2. A student who is enrolled and making satisfactory progress in a course leading to a GED; or
3. A student enrolled in a home school who has reached the age of seventeen (17).

Legal References:

1. TCA 49-6-3001(c)(1);  
Covell v. State (1920), 143 Tenn. 571, 227 S.W. 41
2. TCA 49-6-3001(c)(5)
3. TCA 49-6-3005
4. TCA 49-6-3001(a); TCA 49-6-3001(b)(1)
5. TCA 49-6-201(3); TCA 49-6-201(9)(d); TRR/MS 0520-1-3-.03(10)(a)
6. 20 U.S.C. Sec. 5. 1400-1485

Cross References:

- Special Education Program 4.202
- Adult Education Program 4.208
- Special Education Students 6.500
- School Admissions 6.203

# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in April | <b>Home Schools</b> | Descriptor<br>6.202 | Issued Date<br>4/5/2021 |
|  |                     | Rescinds<br>6.202   | Issued<br>5/7/2018      |

A "home school" is a school conducted or directed by parent(s) for their own children. Home schools which teach K-12 where the parents are associated with and students are enrolled in a church-related schools (*as defined by TCA §49-50-801*); which are supervised by such organization; and which administer or offer standardized achievement tests at the same time tests are given in their regular day schools are exempt from the following provisions, but must follow procedures issued by the State Department of Education.<sup>1</sup>

A parent wishing to conduct a home school shall meet the following requirements:

1. Provide notice to the Superintendent of Schools each school year of the intent to conduct a home school;
2. Submit to the Superintendent of Schools the name, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, qualifications of the parent/teacher, and a description of the courses to be taught each year;
3. Maintain attendance records, subject to inspection of the local Superintendent of Schools;
4. Submit attendance records to the Superintendent of Schools at the end of each school year;
5. Provide instruction for at least four (4) hours per day for the same number of instructional days as are required by state law for public schools;
6. Possess a high school diploma or GED, **HISET** or pass a high school equivalency test in order to conduct a home school.
7. Cooperate in the administration to home school students of appropriate tests as determined by the Commissioner of Education, his designee or by a professional testing service;
8. Take action, including remediation, according to state law if home school student falls behind appropriate grade level;
9. Submit proof to the Superintendent of Schools that the home school student has been vaccinated as required by law;
10. Submit proof to the Superintendent of Schools that other health services and examinations as required by law have been received by the home school student; and
11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject, employ a tutor having the same qualifications as required of parent/teacher.

1 If one or more of these requirements are not met, the Board authorizes the Superintendent of Schools to take  
2 formal action to bring the child into compliance with the Compulsory Attendance Law (until the child  
3 has reached age 17), either in the home school or in a public, private or church-related school.  
4

5 Johnson City school facilities shall be available for the instruction of home school students only when *all* of  
6 the following conditions exist:  
7

- 8 1. Special needs courses are being taught which require services unavailable to the home school  
9 student and these services cannot be provided through any means other than the public schools;
- 10 2. Requests for services are made known by the home school parent when notice is given to the  
11 Superintendent of Schools of the intent to conduct a home school;
- 12 3. The Superintendent of Schools investigates the request and makes recommendations to the  
13 Board;
- 14 4.. No overcrowding, additional expenses, including providing of transportation or other special  
15 situations which interfere with the normal operation of the school system, shall be incurred; and  
16
- 17 5. Approval by the Board on a case-by-case basis.  
18  
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21

22 The Superintendent of Schools, through the attendance supervisor, shall have the attendance records of the  
23 home school inspected at the end of each school year in order to provide assistance in implementing the  
24 Compulsory Attendance Law.  
25

26 If a home school student falls more than one (1) year behind his appropriate grade level in **his their** compre-  
27 hensive test score for two (2) consecutive tests, and if a certified teacher licensed to teach at the student's  
28 grade level determines through appropriate means that the student is not learning disabled, the Superintendent  
29 of Schools shall require the parents to enroll the child in a public, private or church-related school.  
30

31 Home school students are not permitted to participate in non-athletic extracurricular programs within Johnson  
32 City Schools. Students must enroll and attend schools under the supervision and control of the Johnson City  
33 Schools Board of Education to be permitted to participate in student organizations/extra-curricular activities.  
34 Home school students may participate in TSSAA athletic programs (pursuant to Article II, Section 25 of the  
35 TSSAA Bylaws) by notifying the Superintendent of Schools by August 1 of the school and the principal by  
36 August 15 of the school year.  
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42 Legal Reference:

- 43 1. TCA 49-6-3050(a)(10)(2)(A); TCA 49-50-801  
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# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in April | <b>School Admissions</b> | Descriptor<br>6.203 | Issued Date<br>1/3/2022 |
|  |                          | Rescinds<br>6.203   | Issued<br>4/5/2021      |

Any student entering a Johnson City school for the first time must meet the requirements of all state and federal laws applicable to school admissions.<sup>1</sup> To be enrolled a student must reside in the City of Johnson City or must meet the conditions required for a non-resident student.

Any students entering school for the first time must present:

1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;
2. Evidence of a current medical examination.<sup>2</sup> There shall be a complete medical examination of every student entering school for the first time. This applies to pre-K, kindergarten, first grade and other students for whom there is no health record; and
3. Evidence of state-required immunization.<sup>3</sup>

The name used on the records of a student entering school must be the same as that shown on the birth certificate unless evidence is presented that such name has been legally changed through a court as prescribed by law. If the parent does not have or cannot obtain a birth certificate, then the name used on the records of such student will be the same as that shown on documents which are acceptable to the school principal as proof of date of birth.

A child whose care, custody and support has been assigned to a resident of the district by a properly executed and valid power of attorney or order of the court shall be enrolled in school provided appropriate documentation has been filed with the district office.<sup>4</sup>

A student may transfer into the school system at any time during the year if **his their** parent(s) makes a bona fide move and change of residence into the **city limits of Johnson City school system**.

When a student who has been judged delinquent for an offense involving murder, rape, robbery, kidnapping, aggravated assault or reckless endangerment initially enters school, or resumes attendance after suspension or expulsion, the parents, guardians, or legal custodians of such student shall notify the principal by providing the abstract of record required by law or other similar written information regarding the offense. This information shall be shared only with school employees who have responsibility for classroom instruction of the student, **the school counselor, social worker or school psychologist and the school resource officer**. Such information is otherwise confidential and shall not be released to others except as required by law. The written notification shall not become a part of the student's record.<sup>5</sup>

Legal References:

1. McKinney-Vento Education Assistance Improvements Act of 2001 Subtitle B § 721-725; Pub L. 114-95
2. TRR/MS 0520-1-3-.08(2)(a); TCA 49-6-5004(a)
3. TCA 49-6-5001(c)
4. TCA 49-6-3001(c); TCA 37-1-131(a)(2)

Cross Reference:

- Homeless Students 6.503
- Student Records 6.600
- Attendance of Non-Resident Students 6.204

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5. TCA 49-6-3051

# Johnson City Board of Education

|  |                           |                     |                         |
|--|---------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Student Assignment</b> | Descriptor<br>6.205 | Issued Date<br>4/5/2021 |
|  |                           | Rescinds<br>6.205   | Issued<br>5/7/2018      |

**TO SCHOOLS**

Kindergarten through grade 12 students are expected to attend the school to which they are assigned by virtue of their residence. Students will be enrolled in the appropriate grade at their assigned school.<sup>1</sup>

Subject to system rules parents may apply to enroll their children in any school in the school system as provided in Board Policy. ~~#6.206~~.

All transfer applications must be submitted to the receiving school principal. Final approval shall reside with the Superintendent of Schools.

Pupil assignments shall be on a space available basis:

- |              |  |
|--------------|--|
| 1st Priority | In zone students   |
| 2nd Priority | Transfer students already enrolled and in good standing      |
| 3rd Priority | Siblings of enrolled transfer students                       |
| 4th Priority | New transfer students  |
| 5th Priority | Tuition students already enrolled and in good standing       |
| 6th Priority | New tuition students (Includes siblings of present students) |

Parents who are dissatisfied with the assignment of their children may, within ten (10) days after the assignment, make application to the Board for a hearing requesting a transfer to another school.<sup>2</sup>

All children of school system certified personnel will be afforded the rights of in-district priority related to applications, admissions and transfers, but will be subject to the payment of tuition when applicable.<sup>3</sup>

**TO CLASSES**

The principal shall be responsible for assigning all students to classes.

Students who enter the system from another school system are to be placed by the principal in the grade and/or level as indicated by records from the former school. If the student's placement is inappropriate in the grade or level assigned, ~~he/she~~ they may be reassigned by the principal to another grade level. Parents shall be advised of placement.

Legal Reference:

1. TCA 49-6-3102 through 3103
2. TCA 49-6-3201
3. TCA 49-6-3102(h)

Cross Reference:

Transfers Within the System 6.206

# Johnson City Board of Education

|  |                                    |                     |                         |
|--|------------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Transfers Within the System</b> | Descriptor<br>6.206 | Issued Date<br>4/4/2019 |
|  |                                    | Rescinds<br>6.206   | Issued<br>4/6/2015      |

~~Transferring to a school outside the assigned zone is a privilege extended by the Board to allow students to take advantage of specific programs offered at another school or for the convenience of families. Application for transfer must be made annually and shall be for one year at a time. Transfers will be accepted on a space available basis.~~

A student who wishes to transfer from his in-zone school to another school (out-of-zone) within the Johnson City School System may apply for a transfer provided the following conditions are met:

1. Students applying for transfer must meet the same enrollment requirements as all other students.
2. Transfers which would exceed or cause a violation of the class size requirements set forth in the Basic Education Plan (BEP) or in other class size reduction programs and/or grants or result in requiring additional staff will not be approved.
3. Application for transfer must be filed in writing no later than July 1 of each school year.
4. All transfer students who attend an out-of-zone school must provide their own transportation.

Students who are allowed to transfer to a school other than their home school (in-zone school) are expected to abide by all rules and regulations of the receiving school. Any student who is habitual in violating the rules may be dismissed by the receiving school and returned to the home school. The principal of a receiving school shall have the authority to accept or deny the application of all students requesting transfer. Final approval of transfers rests with the Superintendent of Schools.

Principals shall allow credit for work transferred from other schools within the Johnson City School System. Students must provide a copy of a transcript or report card from the last grade completed at the sending school.<sup>1</sup>

Once a student enrolls in one (1) school within the Johnson City School System, ~~he~~ they will not be permitted to transfer to another school in the system for the duration of the school year unless there is a bona fide change in residence of the student's parents into a different school zone. Any exception to this policy must be brought to the Superintendent of Schools for evaluation and decision.

Students whose families transfer their residence to another school area after the first month of school may complete the school year at their original school, however, such students must provide their own transportation and comply with all attendance rules. Students who present evidence that they will move during the school year and who desire to enroll in a new school in the new area may do so with prior written request for a change of school zone. The Superintendent of Schools may grant ~~other~~ exceptions to this policy ~~for good and sufficient reasons~~.

**TRANSFERS AT BEGINNING OF YEAR:**

Applications for transfer must be filed with the receiving school no later than July 1 of each school year.

Applications for students who wish to transfer from their home school (in-zone school) to another Johnson City School (out-of-zone school) shall be reviewed for space availability according to the following priorities:

|              |  |
|--------------|--|
| 1st Priority | In-zone students   |
| 2nd Priority | Transfer students already enrolled and in good standing      |
| 3rd Priority | Siblings of enrolled transfer students                       |
| 4th Priority | New transfer students  |
| 5th Priority | Tuition students already enrolled and in good standing       |
| 6th Priority | New tuition students (includes siblings of present students) |

The Superintendent of Schools shall have the authority to suspend the priority schedule in cases of extenuating circumstances.

**TRANSFERS MID-YEAR:**

No transfers will be made during the school year except in the following instance:

A mid-year enrollment in an in-zone school by a prospective student which results in the assigned school being out of compliance with the BEP requirements or other class size reduction programs, shall necessitate the student being assigned to the nearest school with available space as determined by the Superintendent of Schools. The student's parent shall have the option of placing the student on a waiting list for the in-zone school and given top priority for enrollment in the in-zone school as space becomes available. The school system shall be responsible for providing transportation to and from the assigned school in such event.

**STUDENT TRANSFERS RESULTING FROM REZONING:**

Students affected by a rezoning must comply with conditions outlined above and, in addition, they will be prioritized for transfer as follows:

1. First priority will be given to ~~fourth~~ fifth grade students who are enrolled as "in-zone" during the year in which the rezoning was adopted, and to the siblings of these students, for the duration of their elementary years.
2. Second priority will be given to K-~~34~~ students who were enrolled as "in zone" during the year in which the rezoning was adopted, and to the siblings of these students, for the duration of their elementary years.
3. Third priority will be given to previously enrolled transfer students.
4. Fourth priority will be given to new transfer students.
5. Fifth priority will be given to previously enrolled tuition students.
6. Sixth priority will be given to new tuition students.

Legal Reference:

1. TRR/MS 0520-1-3-03(11)(b)

Cross Reference:

Student Assignments 6.205

# Johnson City Board of Education

|   |                                |                     |                         |
|---|--------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>April | <b>Student Code of Conduct</b> | Descriptor<br>6.300 | Issued Date<br>5/7/2018 |
|   |                                | Rescinds<br>6.300   | Issued<br>4/14/2014     |

1 The Superintendent of Schools shall be responsible for the overall implementation and supervision of the  
2 Board's Student Code of Conduct and shall ensure that students at all schools are subject to a uniform and fair  
3 application of the Code. The Board shall annually review and approve the Student Code of Conduct.

4  
5 The principal of each school shall be responsible for implementation and administration in his school and shall  
6 apply the Code uniformly and fairly to each student at the school without partiality and discrimination.

7  
8 A copy of the Code shall be posted on the School System's website and school counselors shall be supplied  
9 copies for discussion with students. The code shall be referenced in all school handbooks. All teachers,  
10 administrative staff and parents shall be provided ~~copies of~~ access to the Code annually.<sup>1</sup>

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35 Legal Reference:

36 1. Student and Employee Safe Environment Act of 1996 ; TCA 49-6-4011, et. al.  
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# Johnson City Board of Education

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|--|--|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Student Discrimination/Harassment<br/>Bullying, Cyber-bullying and<br/>Intimidation</b> | Descriptor<br>6.304 | Issued Date<br>4/5/2021 |
|  |  | Rescinds<br>6.304   | Issued<br>5/7/2018      |

~~The Johnson City Board of Education has determined that~~ A safe, civil, and supportive environment in school is necessary for students to learn and achieve high academic standards. In order to maintain that environment, acts of bullying, cyber-bullying, discrimination, harassment, hazing or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.<sup>1</sup>

This policy shall be disseminated annually to all school staff, students, and parents. This policy shall cover employees, employees' behaviors, students and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop. If the act takes place off school property or outside of a school-sponsored activity, this policy is in effect only if the conduct is directed specifically at a student or students and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

Building administrators are responsible for educating and training their respective staff and students as to the definition and recognition of discrimination/harassment.

## DEFINITIONS

Bullying is when someone repeatedly and on purpose says or does mean or hurtful things to another person who has a hard time defending themselves.

Bullying/Intimidation/Harassment – can take the form of an act that substantially interferes with a student's educational benefits, opportunities, or performance, and the act has the effect of:

- Physically harming a student or damaging a student's property;
- Knowingly placing a student or students in reasonable fear of physical harm to the student or damage to the student's property;
- Causing emotional distress to a student or students; or
- Creating a hostile educational environment.

Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race, nationality, origin, color, gender, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment.

Cyber-bullying - A form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos, web sites or fake profiles.

Hazing - An intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a

1 student to endanger his/her mental or physical health or safety. Coaches and other employees of the school  
2 district shall not encourage, permit, condone or tolerate hazing activities.<sup>3</sup>

3 “Hazing” does not include customary athletic events or similar contest or competitions and is limited to those  
4 actions taken and situations created in connection with initiation into or affiliation with any organization.

## 5 COMPLAINTS AND INVESTIGATIONS

6 Alleged victims of the above-referenced offenses **shall are expected to** report these incidents immediately to  
7 a teacher, counselor or building administrator.<sup>2</sup> All school employees are required to report alleged violations  
8 of this policy to the principal/designee. All other members of the school community, including students,  
9 parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy.

10 While reports may be made anonymously, an individual's need for confidentiality must be balanced with  
11 obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused,  
12 to conduct a thorough investigation or to take necessary actions to resolve a complaint, and the identity of  
13 parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

14 The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a  
15 complaint is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of  
16 receipt of the report.<sup>4</sup> If a report is not initiated within forty-eight (48) hours, the principal/designee shall  
17 provide the Superintendent of Schools with appropriate documentation detailing the reasons why the  
18 investigation was not initiated within the required timeframe.<sup>4</sup>

19  
20 The principal/designee shall notify the parent/legal guardian when a student is involved in an act of  
21 discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide  
22 information on district counseling and support services. Students involved in an act of discrimination,  
23 harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by  
24 the principal/designee when deemed necessary.<sup>1,4</sup>

25 The principal/designee is responsible for determining whether an alleged act constitutes a violation of this  
26 policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- 27 • It places the student in reasonable fear or harm for the student’s person or property;
- 28
- 29 • It has a substantially detrimental effect on the student’s physical or mental health;
- 30
- 31 • It has the effect of substantially interfering with the student’s academic performance; or
- 32
- 33 • It has the effect of substantially interfering with the student’s ability to participate in or benefit from  
34 the services, activities, or privileges provided by a school.

35 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete  
36 investigation of each alleged incident. All investigations shall be completed and appropriate intervention  
37 taken within twenty (20) calendar days from the receipt of the initial report.<sup>4</sup> If the investigation is not  
38 complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall  
39 provide the Superintendent of Schools with appropriate documentation detailing the reasons why the  
40 investigation has not been completed or the appropriate intervention has not taken place.<sup>4</sup> Within the  
41 parameters of the federal Family Educational Rights and Privacy Act (FERPA) at 20 U.S.C. § 1232g, a written  
42 report on the investigation will be delivered to the parents of the complainant, parents of the accused students  
43 and to the Superintendent of Schools.

**RESPONSE AND PREVENTION**

School administrators shall consider the nature and circumstances of the incident, the age of the violator, the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate to properly respond to each situation.

A substantiated charge against an employee shall result in disciplinary action up to and including termination. A substantiated charge against a student may result in corrective or disciplinary action up to and including suspension/expulsion.

An employee disciplined for violation of this policy may appeal the decision by contacting a System Complaint Manager. Any student disciplined for violation of this policy may appeal the decision in accordance with disciplinary policies and procedures.

**REPORTS**

When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of physical harm to a student or a student's property, the principal/designee of each school shall report the findings and any disciplinary actions taken to the Superintendent of Schools and the chair of the board of education and other members of the board of education if it is determined they have a need to know.

By July 1 of each year, the Superintendent of Schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the board of education at either its July or August meeting, and it shall be submitted to the state department of education by August 1.

The Superintendent of Schools shall develop forms and procedures to ensure compliance with the requirements of this policy and TCA 49-6-4503.

**RETALIATION AND FALSE ACCUSATIONS**

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the administrator after consideration of the nature, severity, and circumstances of the act.

False accusations accusing another person of having committed an act prohibited under this policy are prohibited. The consequences and appropriate remedial action for a person found to have falsely accused another may range from positive behavioral interventions up to and including suspension and expulsion.

Legal References:

Cross References:

- 1. TCA 49-6-4503
- 2. 20 USCS §§ 1681 to 1686
- 3. TCA 49-2-120
- 4. Public Acts of 2016, Chp. No. 783

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|---|----|
| Appeals to and Appearances Before the Board 1.608 | 36 |
| Staff-Student Relations 5.610                     | 37 |
| Student Complaints and Grievances 6.305           | 38 |
| Discipline Procedures 6.313                       | 39 |
|   | 40 |
|   | 41 |

# Johnson City Board of Education

|  |  |                     |                         |
|--|--|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Student Concerns, Complaints and Grievances</b> | Descriptor<br>6.305 | Issued Date<br>4/5/2021 |
|  |  | Rescinds<br>6.305   | Issued<br>5/7/2018      |

## STUDENT CONCERNS AND COMPLAINTS

Decisions made by school personnel - such as teacher assistants, teachers, or assistant principals - which students believe are unfair or in violation of ~~pertinent~~ policies of the Board or individual school rules may be appealed orally or in writing to the school principal or a designated representative. To appeal, students or parents/guardians, must contact the principal's office in their school within two (2) days of the decision and provide their name, the issue and the reason for their appeal. The appeal will be investigated and a decision reached, preferably within five (5) school days, but no later than ten (10) school days.

If the principal does not make a decision within ten (10) school days or if the student or parent is unsatisfied with the decision of the principal, the student or parent may appeal by contacting the Superintendent of Schools or his designee. The appeal may be made in writing or orally and shall include the student's name, the school and a description of the problem and shall be filed within five (5) days of receipt of the decision of the principal.

The Superintendent of Schools shall use due diligence in the investigation, and ~~his~~ their decision shall be communicated to the school principal and student. A written copy of the decision also will be sent to the student and the principal.

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Cross References:

Appeals To & Appearances Before the Board 1.404  
 Grievances & the Americans w/ Disabilities Act 1.802  
 Discrimination/Harassment of Students 6.304  
 Title IX & Sexual Harassment 6.3041

# Johnson City Board of Education

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| Monitoring:<br><br>Review Annually, in April | <b>Disruption of School and Student Activities</b> | Descriptor<br>6.306 | Issued Date<br>4/5/2021 |
|  |  | Rescinds<br>6.306   | Issued<br>7/2/2012      |

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A student shall not causes the disruption, interference or obstruction of any school purpose while on school property, during virtual instruction, in school vehicles or buses, or at any school-sponsored activity, function or event, whether on or off campus. Neither shall ~~he~~ they urge others to engage in such conduct.

Harassment, intimidation, and other conduct that may be considered “bullying” will not be tolerated. Students shall not engage in conduct that has the effect of unreasonably interfering with another student’s academic development or that creates a hostile or offensive learning environment.

The staff is authorized to take reasonable measures to establish appropriate school behavior. Any employee shall have the authority to control the conduct of any student while under the supervision of the school system.<sup>1</sup> This authority shall extend to all activities of the school, including all games and public performances of athletic teams and other school groups, trips, excursions and all other activities under school sponsorship and direction.

Such measures may include the use of reasonable force to restrain or correct students and maintain order.

A student found guilty of misbehavior may receive punishment ranging from verbal reprimand to suspension or expulsion dependent on the severity of the offense and the offender's prior record.<sup>2</sup>

Legal References:

1. TCA 49-6-4102
2. TCA 49-6-3401

Cross References:

Student Discrimination/Harassment and  
Bullying/Intimidation 6.304

# Johnson City Board of Education

|   |                    |                     |                          |
|---|--------------------|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in<br>April | <b>Bus Conduct</b> | Descriptor<br>6.308 | Issued Date<br>4/13/2020 |
|   |                    | Rescinds<br>6.308   | Issued<br>4/6/2009       |

1 The City of Johnson City Transit Department provides transportation to students of Johnson City Schools in  
2 accordance with all applicable laws, rules and regulations.

3  
4 No person shall enter onto a school bus except those persons with lawful and valid business on the bus and  
5 students assigned to that bus.<sup>1</sup>

6  
7 Although the Johnson City Transit Authority owns and operates school buses, the school bus is an extension  
8 of school activity; therefore, students shall conduct themselves on the bus in a manner consistent with the  
9 established standards for safety and classroom behavior and/or bus conduct. While on a school bus students  
10 are required to follow the rules and guidelines of both the Johnson City Transit Authority and the Johnson City  
11 School System.

12  
13 Students are under the supervision and control of the bus driver while on the bus, and all reasonable directions  
14 given by the bus driver shall be followed.

15  
16 Bus drivers are not to administer corporal punishment or put students off the bus before the destination is  
17 reached. If the driver cannot continue safely, the transportation supervisor should be called for removal of the  
18 student.

19  
20 The principal of the student transported shall be informed by a school transit supervisor of any serious  
21 discipline problem and may be called upon to assist if necessary. A student may be denied the privilege of  
22 riding the bus if the principal or a transit division official determines that the student's behavior is such as to  
23 cause disruption on the bus, or if the student disobeys rules and regulations pertaining to student  
24 transportation.

25  
26 ~~The suspension of a student from riding the school bus shall follow the same procedures as for any other~~  
27 ~~school suspension.~~

28  
29 No student will be allowed to get off a bus until the destination has been reached without presenting the bus  
30 driver with a note of authorization from the parent or the principal of the school that the student attends.

31  
32 Any student wishing to ride a bus other than the student's designated bus must have written parental  
33 permission and the approval of the principal or the designee and the approval of Johnson City Transit.

34  
35 Students who transfer from bus to bus while enroute to and from school shall be expected to abide by the  
36 discipline policies adopted by the Board and rules adopted by the staff of the terminal school.

## 37 38 **USE OF VIDEO CAMERAS**

39  
40 Video cameras may be used to monitor student behavior on school vehicles transporting students to and from  
41 school or extracurricular activities.  
42

1 Video surveillance shall be used only to promote the order, safety and security of students, staff and property.  
2  
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Legal Reference:

- 5
- 6 1. TCA 49-6-2008
- 7 2. TCA 49-6-2118
- 8
- 9

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Cross References:

- Student Transportation Management 3.400
- Scheduling and Routing 3.401
- Methods of Discipline 6.313
- Student Records 6.600-604

# Johnson City Board of Education

|  |                                |                     |                         |
|--|--------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Zero Tolerance Offenses</b> | Descriptor<br>6.309 | Issued Date<br>4/5/2021 |
|  |                                | Rescinds<br>6.309   | Issued<br>4/3/2017      |

In order to ensure a safe and secure learning environment, the following offenses will not be tolerated and will subject offenders to criminal prosecution<sup>1</sup>:

1. Bringing to school or being in unauthorized possession of a firearm on school property;<sup>2</sup>
2. Unlawful possession of any drug, including any controlled substance, controlled substance analogue, or legend drug on school grounds or at a school-sponsored event;<sup>3</sup>
3. Aggravated assault;<sup>4</sup> or
4. Assault that results in bodily injury<sup>5</sup> upon any teacher, principal, administrator, any other employee of the school, or school resource officer.

Committing any of these offenses shall result in a student being expelled from the regular school program for at least one (1) calendar year unless modified by the ~~Director~~ **Superintendent** of Schools. Modification of the length of time shall be granted on a case-by-case basis. Students that commit zero tolerance offenses may be assigned to an alternative school or program at the discretion of the ~~Director~~ **Superintendent** of Schools.<sup>6</sup>

When it is determined that a student has violated this policy, the principal shall notify the student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.<sup>7</sup>

Legal References

1. TCA 49-6-3401(g)
2. 18 USCA § 921(a)(3); 20 USCA § 7961
3. TCA 39-17-454; TCA 53-10-101
4. TCA 39-13-102
5. TCA 39-13-101(a)(1)
6. TCA 49-6-3401(g)(2); TCA 49-6-3402; Public Acts of 2020, Chapter No. 603
7. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

Cross References

- Code of Conduct 6.300
- Drug-Free Schools 6.307
- Suspension 6.316
- Student Disciplinary Hearing Authority 6.317
- Alternative Education 6.319
- Safe Relocation of Students 6.4081

# Johnson City Board of Education

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|---|-------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>April | <b>Dress Code</b> | Descriptor<br>6.310 | Issued Date<br>4/5/2021 |
|   |                   | Rescinds<br>6.310   | Issued<br>4/6/2009      |

1 Students shall ~~be well-groomed and~~ dress in a clean, neat and modest manner so as not to distract or interfere  
2 with the operation of the school.

3  
4 More specific guidelines appropriate for each school may be developed and published in the student  
5 handbook.<sup>1</sup>

6  
7 When a student is attired in a manner which is likely to cause disruption or interference with the operation of  
8 the school, the principal shall take appropriate action, which may include suspension.

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31 Legal Reference:

32 1. TCA 49-6-4215

30 \_\_\_\_\_  
31 Cross References:

32 Methods of Discipline 6.313

# Johnson City Board of Education

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|--|--|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Use of Personal Communication Devices in School</b> | Descriptor<br>6.312 | Issued Date<br>4/14/2014 |
|  |  | Rescinds<br>6.312   | Issued<br>8/5/2013       |

## **Cellular Phones:**

Elementary and Middle Schools, ~~Indian Trail Intermediate School and Liberty Bell Middle School~~

Students at ~~each~~ elementary **and middle** schools, ~~Indian Trail Intermediate School and Liberty Bell Middle School~~ are not permitted to use personal communication devices ~~cellular phones~~ on school property during school hours without the permission of a teacher or administrator. The use of personal communication devices ~~cellular phones~~ is permitted by students at these schools at extracurricular school activities on or off school property. The use of personal communication devices ~~cellular phones~~ is strictly prohibited in any restroom or locker room whether on school grounds or while attending any school related event or activity. ~~Cellular phones~~ Personal communication used in violation of this policy will be subject to confiscation at any time. Disciplinary action will be taken against students who violate this rule.

Science Hill High School

Use of ~~cell phones~~ personal communication devices, including text messaging, is generally prohibited during classes and at other times as announced. However, students are allowed to use their personal communication devices ~~cell phones~~ at school during non-instructional times and during those instructional times designated by teachers. Students who have ~~phones~~ personal communication devices in class are responsible for having ~~their phones~~ them turned off or otherwise silenced so that incoming calls will not interfere with instruction. The use of ~~cellular phones~~ personal communication devices is strictly prohibited in any restroom or locker room whether on school grounds or while attending any school related event or activity.

The use of ~~cell phones~~ personal communication devices for the purpose of cheating is strictly prohibited. As a means of protecting instructional time and/or providing test security, teachers may elect to collect students' ~~cell phones~~ personal communication devices during any class and return them at the end of the period. ~~Cellular phones~~ Personal communication devices used in violation of this policy will be subject to confiscation at any time. Disciplinary action will be taken against students who violate this rule.

The administration of Science Hill High School, or any Science Hill campus, can impose stricter guidelines for ~~cell phone~~ personal communication devices use at any time.

## **Employee Use of ~~Cellular Phones~~ Personal Communication Devices**

Employees are prohibited from using personal communication devices for personal reasons during regular instructional periods except in an emergency. Employee ~~cell phones~~ personal communication devices must be off or in mute mode during class times. Employees are prohibited from using a ~~cellular phone~~ personal communication devices while operating heavy equipment or while on a work site that requires close

1 attention. Employees are discouraged from using ~~cellular phones~~ personal communication devices while  
2 operating school owned vehicles.  
3

4  
5 **Pagers:**

6  
7 Students may not possess pagers on school property or during school activities off school property<sup>1</sup> unless the  
8 student has permission of the principal or principal's designee and a permit signed by the student's parents (if  
9 under the age of 18).  
10

11 Except as set forth herein, students who are in possession of a personal pager ~~or using a cellular phone~~  
12 during the regular school day are in violation of this policy and school rules and are, therefore, subject  
13 to the related disciplinary action.  
14  
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18 \_\_\_\_\_  
19 Legal Reference:  
20 1. TCA 49-6-4214  
21

# Johnson City Board of Education

|   |                              |                     |                         |
|---|------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>April | <b>Methods of Discipline</b> | Descriptor<br>6.313 | Issued Date<br>4/3/2017 |
|   |                              | Rescinds<br>6.313   | Issued<br>7/2/2012      |

## DISCIPLINARY ACTIONS

The following methods of discipline are recognized and approved for use with students who choose to disrupt the academic processes<sup>1</sup>:

- \* verbally correcting the student
- \* contacting a parent
- \* conference between student and teacher or administrator
- \* writing a contract
- \* restricting activities
- \* assigning work details
- \* requiring special assignments
- \* ~~removing from class in a time-out or isolation room~~
- \* issuing demerits
- \* assigning behavior modification activities
- \* denying class privileges
- \* assigning detention after school
- \* changing the student's instructor
- \* suspending from school-sponsored activities
- \* placing in an alternative assignment
- \* suspending from the school bus
- \* suspending in-school
- \* suspending out-of-school
- \* prohibiting participation in field trips and extracurricular activities
- \* demanding restitution for lost, damaged or stolen property
- \* restricting the honors the student is otherwise due
- \* withholding report cards
- \* prohibiting the student's attendance at graduation exercises or other school functions
- \* withholding transcripts
- \* expulsion

Corporal punishment **shall not** be used as a disciplinary measure in any school.

The Superintendent of Schools shall be responsible for developing and implementing in-service training programs for teachers and staff in the use of alternative, positive measures of discipline.

## DISCIPLINARY RECORDS

A disciplinary record which contains the name of the student, the type of misconduct, the type of punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment shall be maintained when any of the following disciplinary actions are administered: suspending from the school bus; suspending in-school; suspending out-of-school; prohibiting

1 participation in field trips and extracurricular activities; demanding restitution for lost, damaged or stolen  
2 property; ~~restricting the honors the student is otherwise due~~, withholding report cards; ~~prohibiting the~~  
3 ~~student's attendance at graduation exercises or other~~ school functions; and withholding transcripts.

4  
5 Disciplinary records shall be filed in the school office and made available to parents or students, whichever  
6 is appropriate.<sup>2</sup>  
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19 Legal References:

- 20 1. TCA 49-6-3401; TCA 49-6-4216  
21 2. TCA 10-7-504(b)  
22  
23  
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20 \_\_\_\_\_  
21 Cross References:

- 22 Procedural Due Process 6.302  
23 Interference/Disruption of School Activities 6.306  
24 Bus Conduct 6.308  
25 Weapons and Dangerous Instruments 6.309  
Dress Codes 6.310

# Johnson City Board of Education

|  |                                    |                     |                          |
|--|------------------------------------|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Suspension/Expulsion/Remand</b> | Descriptor<br>6.316 | Issued Date<br>4/13/2020 |
|  |                                    | Rescinds<br>6.316   | Issued<br>4/1/2013       |

**DEFINITIONS:<sup>1</sup>**

**Suspension:** dismissal from attendance at school for any reason for not more than ten (10) consecutive days. Multiple suspensions shall not run consecutively, nor shall multiple suspensions be applied to avoid expulsion from school.

**Expulsion:** removal from attendance for more than ten (10) consecutive days or more than fifteen (15) days in a month of school attendance. Multiple suspensions that occur consecutively shall constitute expulsion.

**Remand:** assignment to an alternative school.

**REASONS FOR SUSPENSION/EXPULSION:**

For any infraction occurring at school or at a school related event, any principal or **his their** designee, or assistant principal (herein called principal) may suspend/expel any student from attendance at school or any school-related activity on or off campus (out-of-school suspension) or from attendance at a specific class or classes, or from riding a school bus, without suspending such student from attendance at school (in-school suspension), for good and sufficient reasons including, but not limited to:<sup>2</sup>

1. Willful and persistent violation of the rules of the school or truancy;
2. Immoral or disreputable conduct, including vulgar or profane language;
3. Violence or threatened violence against any person attending or assigned to any school;
4. Willful or malicious damage to real or personal property of the school, or the property of any any person attending or assigned to the school;
5. Inciting, advising or counseling of others to engage in any of the acts herein enumerated;
6. Marking, defacing, or destroying school property;
7. Possession of a pistol, gun or firearm or facsimile on school property or school event on or off school property;<sup>3</sup>
8. Possession of a knife or blade, etc., as defined in TCA 39-6-1701, on school property or school event on or off school property;
9. Assaulting any person attending or assigned to any school with vulgar, obscene or threatening language;
10. Unlawful use or possession of barbitol or legend drugs, as defined in TCA 53-10-101;<sup>3</sup>

11. Illegal use or possession of drugs, alcohol, ~~or~~ marijuana, drug analogs, tobacco products, e-cigarettes or vaporizers;
12. Engaging in behavior which disrupts a class or school-sponsored activity;
13. Making a threat, including a false report, to use a bomb, dynamite, any other deadly explosive or destructive device including chemical weapons on school property or at a school sponsored event or activity;
14. Two (2) or more students initiating a physical attack on an individual student on school property or at a school event or activity, including travel to and from school;
15. Off-campus criminal behavior resulting in felony charges when continued presence in school poses a danger to persons or property or disrupts the educational process; and
16. Any other conduct prejudicial to good order or discipline in any school.<sup>3</sup>

#### **IN-SCHOOL SUSPENSION:<sup>4</sup>**

1. Students given an in-school suspension in excess of one (1) day from classes shall attend either special classes attended only by students guilty of misconduct or be placed in an isolated area appropriate for study; and
2. Personnel responsible for in-school suspension will see that each student is supervised at all times and has textbooks and classwork assignments from his regular teachers. Students given in-school suspension shall be required to complete academic assignments and shall receive credit for work completed.

#### **SUMMARY SUSPENSION:**

If the principal witnesses or has knowledge of any serious student misconduct and they ~~he~~ thinks that immediate removal of the student is necessary to restore order or to protect the persons on the school grounds, ~~he~~ they may suspend the student immediately for not more than two (2) school days. In such cases, the principal is not required to conduct the investigation before he suspends, but ~~he~~ they shall carry out such an investigation and decide on further disciplinary action, if any, at least by the end of the school day following the summary suspension.

#### **PROCEDURES FOR SUSPENSION AND EXPULSION:<sup>5</sup>**

1. Unless the student's continued presence in the school, class or school-related activity presents an immediate danger to the student or other persons or property, no principal shall suspend/expel any student until that student has been advised of the nature of ~~his~~ their misconduct, questioned about it, and allowed to give an explanation.
2. Upon suspension/expulsion of any student including in-school suspension in excess of one (1) day, the principal shall make an immediate attempt to contact the parent to inform ~~him~~ them of the suspension/expulsion. The student shall not be sent home before the end of the school day unless the parent has been contacted.

In a situation where the principal is not able to reach a parent and because of violations of school

1 rules the principal is not able to keep a student on school grounds and restore order or protect  
 2 others, the principal will call local law enforcement to assist in removing the student from school  
 3 premises.  
 4

5 3. The principal shall notify the parent and the Superintendent of Schools or designee in writing:  
 6

7 a. Of the suspension/expulsion and the cause for it; and  
 8

9 b. Of a request for a meeting with the parent, student and principal, to be held as soon as possible,  
 10 but no later than five (5) school days following the suspension/expulsion.  
 11

12 4. Immediately following the scheduled meeting, whether or not attended by the parent or  
 13 student, the principal shall determine the length of the suspension/expulsion and set conditions for  
 14 readmission. If the principal determines the length of the suspension to be between six (6) and  
 15 the maximum of ten (10) days, the principal shall develop and implement a plan for correcting  
 16 the behavior when the student returns to school.  
 17

18 5. If at the time of the suspension the principal determines that an offense has been committed  
 19 which, in the judgment of the principal would justify a suspension/expulsion for more than ten  
 20 (10) days, ~~he~~ they may suspend/expel/remand the student unconditionally for a specified period of  
 21 time or upon such terms and conditions as are deemed reasonable.  
 22

23 6. The principal shall immediately give written or actual notice to the parent and the student of the  
 24 right to appeal the decision to suspend/expel/remand for more than ten (10) days. All appeals  
 25 must be filed with the principal, orally or in writing, within five (5) school days after receipt of the  
 26 notice. Appeals may be filed by the parent, the student or any person holding a teaching  
 27 license

28 who is employed by the school system if requested by the student.  
 29

30 7. The appeal from this decision shall be to the Disciplinary Hearing Authority appointed by the  
 31 Board.  
 32

33 8. If a suspension/expulsion occurs during the last ten (10) days of any term or semester, the student  
 34 shall be permitted to take such final examinations or submit such required work as necessary to  
 35 complete the course of instruction for that semester, subject to conditions prescribed by the  
 36 principal.  
 37

38 9. Students under suspension from one (1) school in the school system cannot enter another school  
 39 in the system for the duration of the suspension. This does not include assignment to an  
 40 alternative school.  
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45 Legal References:

- 46 1. TCA 49-6-3007(h)
- 47 2. TCA 49-2-203(a)(8); TCA 49-6-3401(a)
- 48 3. TCA 49-6-4216; TCA 39-17-1309; TCA 39-17-417
- 49 4. TCA 49-6-3401(b)(1)
- 50 5. TCA 49-6-3401(b); *Goss v. Lopez*, 419 U.S. 565 (Ohio, 1975);
- 51 Individuals with Disabilities Act Amendments of 1997 § 615
- 52

Cross References:

- Procedural Due Process 6.302  
 Interference/Disruption of School Activities 6.306  
 Bus Conduct 6.308  
 Zero Tolerance Offenses 6.309  
 Dress Code 6.310  
 Discipline Procedures 6.313

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Disciplinary Hearing Authority 6.317

# Johnson City Board of Education

|  |   |                     |                         |
|--|---|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Student Disciplinary<br/>Hearing Authority</b> | Descriptor<br>6.317 | Issued Date<br>4/5/2021 |
|  |   | Rescinds<br>6.317   | Issued<br>5/7/2018      |

The Board shall establish a Disciplinary Hearing Authority (DHA)<sup>1</sup> to conduct hearings for students who have been suspended/expelled/remanded for more than ten (10) school days. The Board shall appoint members to the DHA which shall consist of 3 to 5 members, at least two (2) of which shall be licensed employees of the Board, appointed to one (1) year terms and subject to reappointment. Board members shall not serve on the DHA. If a hearing before the DHA is requested, it shall be scheduled no later than six (6) school days after notification and shall be held no later than ten (10) school days after the beginning of any suspension/expulsion/remand. Each hearing shall be conducted by at least three (3) members of the DHA, one of which must be a principal or assistant principal, but not from the home school of the suspended student.

The Superintendent of Schools or his designee shall serve as chairman of the DHA and shall perform the following duties:

1. Identify the members of the DHA assigned to hear each individual case;
2. Prepare and disseminate the minutes of each meeting;
3. Set the time, place and date for each hearing;
4. Notify appropriate persons of each meeting within forty-eight (48) hours of receiving notification of the appeal; and
5. Sign copy of minutes of meeting.

The student and **his their** parent/guardian shall be notified of the DHA's decision by certified letter within five (5) school days following the hearing. Notification of the decision shall include a statement of the right of any party to request a review by the Superintendent of Schools and the Board of Education.

A written record of the proceedings including a summary of the facts and the reason supporting the decision shall be made by the DHA.

The DHA may take the following disciplinary actions:

1. Affirm the decision of the school principal;
2. Order removal of the suspension/expulsion/remand unconditionally;
3. Order removal of the suspension/expulsion/remand upon such terms and conditions as it deems reasonable;
4. Remand the student to alternative placement; or
5. Suspend/Expel/Remand the student for a specified period of time.\*

An interested party may within five (5) **school** days of the decision request a review by the Superintendent of Schools. The Superintendent shall set a date for a review hearing within six (6) school days and notify all interested parties by certified letter of the time and place of the hearing. The appeal to the Superintendent shall be solely on the record of the hearing before the DHA, except for the new evidence which has come to light and may affect the outcome of the appeal. The Superintendent shall notify the student, his parent/guardian and principal of his/her decision within five (5) school days. Such notice shall be by certified mail. In the absence of a request for review, the decision of the DHA will be final.

## 1 Appeal to the Board of Education

2 If an interested party wishes to appeal the decision of the Superintendent of Schools, the appeal shall be  
 3 directed to the Board of Education within five (5) school days of receipt of the decision of the Superintendent.  
 4 The Board of Education, meeting in regular or special session, and based upon a review of the record, may  
 5 grant or deny a request for a Board hearing, and may affirm or overturn the decision of the DHA without a  
 6 hearing, provided the Board may not impose a more severe penalty than that imposed by the DHA without  
 7 first providing an opportunity for a hearing before the Board. If a hearing is granted, the Chairman of the  
 8 Board of Education or **his their** designee shall, within six (6) school days of the decision to grant a hearing,  
 9 set a date for a hearing before the Board of Education and shall notify the student, **his their** parent/guardian  
 10 and the principal of the date, place, and time that such hearing will be held. Such notice to the student and **his**  
 11 **the** parent/guardian shall be by certified mail. The notice shall include a statement that, unless the student's  
 12 parent/guardian requests an open hearing in writing within five (5) school days of receipt of the notice, any  
 13 hearing will be closed to the public. The hearing shall be held within twenty (20) school days from the date of  
 14 the decision to grant a hearing unless circumstances in the discretion of the Board require a later date. The  
 15 hearing will be based on the entire file and record in the matter and such new or additional material evidence  
 16 as the staff and/or the student and/or their representatives may wish to introduce.

17  
 18 Complete steps for implementation of this policy are contained in the Student Code of Conduct.  
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 20  
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 22

23 **\*Zero-tolerance offenses set forth in statute (weapons, drug possession, aggravated assault, assault and**  
 24 **battery upon a school employee) require mandatory calendar year suspension or assignment to**  
 25 **alternative placement for a calendar year unless modified by the Superintendent of Schools.**  
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### 31 Legal Reference:

32  
 33 1. TCA 49-6-3401(c)(4)  
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### Cross References:

Procedural Due Process 6.302  
 Student Code of Conduct 6.300

# Johnson City Board of Education

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|--|--|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Admission of Suspended or Expelled Students</b> | Descriptor<br>6.318 | Issued Date<br>5/6/2002 |
|  |  | Rescinds<br>6.318   | Issued<br>10/2/2000     |

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The Board may deny admission of any student (except those in state custody) who has been expelled or suspended from another school system in Tennessee or another state even though the student has established residency in the system in which ~~he~~ they seeks enrollment.

After a request for enrollment is made, the Superintendent of Schools/~~or his~~ designee shall investigate the facts surrounding the suspension/expulsion from the former school system and make a recommendation to the Board to approve or deny the request.

The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.

If the action of the Board is to deny admission, the Superintendent of Schools shall, on behalf of the Board, notify the Commissioner of Education of the decision.

Any school system that accepts enrollment of a student from another school system may dismiss the student if it is determined subsequent to the enrollment that the student has been suspended or expelled from the former school system.<sup>1</sup>

Students who have been expelled or suspended may be assigned to an Alternative School.

Legal Reference:  
  
1. TCA 49-6-3401 (f); 20 U.S.C.A § 1232G(b)(4)(h)

Cross References:  
  
School Admissions 6.203  
Student Records 6.600-604

# Johnson City Board of Education

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|--|------------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Alternative School Programs</b> | Descriptor<br>6.319 | Issued Date<br>5/7/2018 |
|  |                                    | Rescinds<br>6.319   | Issued<br>4/6/2015      |

1 The Board shall operate an alternative school program for students in grades ~~7-6~~-12 who have been suspended or expelled from regular school programs.<sup>1</sup> Attendance in alternative school programs shall be mandatory and students attending an alternative school located other than at their home school shall provide their own transportation.

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6 Teachers in alternative schools shall be certified by the state.

7  
8 Student-teacher ratios shall be small enough to allow for adequate instruction but shall be determined by the age, behavior and academic achievement of students in the program.

9  
10 Sufficient textbooks, equipment and supplies shall be provided by the home school.

11  
12 Alternative school programs shall be operated in accordance with the rules of the State Board of Education and instruction shall proceed as nearly as practicable in accordance with the instructional programs at the student's home school. All course work completed and credits earned in the alternative school shall be transferred to and recorded in the student's home school. Credit earned and progress made shall be granted as if the work were performed in the home school. No student may graduate based solely on attendance in alternative schools.<sup>1</sup>

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20 Except students who are eligible for special education, such change in a student's program shall be determined by the school principal in accordance with the suspension policy of the Board and based upon recommendations from a team composed of the principal, the school counselor and the student, with or without the parents being present.

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24  
25 The student shall be subject to all rules of the school and violations of such rules may result in the student's removal from the school for the duration of the original intended suspension or expulsion. The final decision on such removal shall be made by the chief administrator of the alternative school.

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29 Students found to be eligible for special education in related circumstances shall be placed and served in accordance with the law and rules relating to special education.

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Legal Reference:

34  
35 1. TCA 49-6-3402; OP Tenn. Atty. Gen. 93-43 (May 12, 1993)

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37  
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Cross References:

39  
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41  
Special Education 4.202  
Disciplinary Hearing Authority 6.317  
Special Education Students 6.500

# Johnson City Board of Education

|   |                            |                     |                          |
|---|----------------------------|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Use of the Internet</b> | Descriptor<br>6.320 | Issued Date<br>4/13/2020 |
|   |                            | Rescinds<br>6.320   | Issued<br>4/14/2014      |

The Board supports the reasonable access to various information formats and believes it incumbent upon students to use this privilege in an appropriate and reasonable manner.

Before any student is allowed use of the school system's Internet or intranet access, a written parental consent shall be signed by the parent for students in grades prek-2 and both parent and student in grades 3-12. The required permission/agreement form shall specify acceptable uses, rules of on-line behavior, access privileges and penalties for policy/procedural violations. The permission/agreement form shall be signed annually and shall be valid for the entire year unless written parental notice that consent is withdrawn is provided. Any student who accesses the district's computer system for any purpose agrees to be bound by the terms of that agreement, even if no signed written agreement is on file.

Prohibited and illegal activities include but are not limited to the following. <sup>1</sup>

1. Sending or displaying offensive or obscene messages or pictures
2. Using obscene language
3. Harassing, insulting, defaming, bullying or attacking others
4. Damaging computers, computer systems, or computer networks
5. Hacking or attempting unauthorized access to any computer or server
6. Violation of copyright laws
7. Trespassing in another's folders, work, or files
8. Using another's password or other identity (impersonation)
9. Use of the network for commercial purposes
10. **Excessive** buying or selling on the Internet
- **11. Using school or system computers for personal business**

Additionally, students shall not use school system technology for purposes prohibited by law or for accessing sexually explicit materials. The Board retains the right to regularly monitor the on-line activities conducted on school system technology.

## E-MAIL

Users with network access shall not utilize school system resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system. All data including e-mail communications stored or transmitted on school system computers shall be monitored. Users have no expectation of privacy with regard to such data. E-mail correspondence may be a public record under the public record's law and may be subject to public inspection.<sup>2</sup>

### Legal Reference:

1. TCA 39-14-602
2. TCA 10-7-512

### Cross Reference:

- Use of Electronic Mail (e-mail) 1.805  
Use of the Internet 4.406  
Web Pages 4.407

# Johnson City Board of Education

|   |  |                     |                         |
|---|--|---------------------|-------------------------|
| Monitoring:<br>Review Annually, in<br>May | <b>Physical Examinations<br/>and Immunizations</b> | Descriptor<br>6.402 | Issued Date<br>4/5/2021 |
|   |  | Rescinds<br>6.402   | Issued<br>5/7/2018      |

## PHYSICAL EXAMINATIONS<sup>1</sup>

The principal shall ensure that there is a complete physical examination of each student prior to:

1. Entering school for the first time<sup>2</sup>
- ; and
2. Participation as a member of any athletic team.<sup>3</sup>

Cost of the examination shall be borne by the parent of the student. These records shall be on file in a secure location.

Students who do not provide proof of a complete, physical examination shall be denied admission to school until appropriate documentation is presented subject to the requirements of statute.

Screening tests as required by the Tennessee Department of Education and the Department of Health will be conducted. Parents/Guardians will receive written notice of screening results that indicate a condition that might interfere or tend to interfere with a student's progress.

In general, the school district will not conduct physical examinations of a student without parental consent to do so or by court order, unless the health or safety of the student or others is in question.<sup>4</sup>

## IMMUNIZATIONS

Students will not be permitted to attend school without proof of immunization as determined by the Commissioner of Health unless circumstances outlined in state or federal law prevent a student from producing such records.<sup>2,5</sup> It is the responsibility of the parent(s)/guardian(s) to have their children immunized and to provide such proof to the principal of the school which the student is to attend.<sup>5</sup>

Exceptions will be granted to any student whose parent/guardian files with school authorities a signed, written statement that such measures conflict with the one of the following:

1. Their religious tenets and practices if in the absence of an epidemic or immediate threat of an epidemic,<sup>6</sup> or
2. Due to medical reasons if the student has a written statement from ~~his/her~~ their doctor excusing him/her from the immunization.<sup>7</sup>

The ~~Director~~ Superintendent of Schools shall ensure that appropriate immunization records are maintained for each student.

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Legal References:

1. 20 USCA§ 1232h(c) TCA 49-6-5004(a)
2. TRR/MS 0520-1-3-.08(2)(a);
3. TRR/MS 0520-1-3-.08(2)(b)
4. Tennessee School Health Screening Guidelines,  
[https://www.tn.gov/content/dam/tn/education/csh/csh\\_school\\_health\\_screening\\_guidelines.pdf](https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf)
5. TCA 49-6-5001(a)-(c)
6. TCA 49-6-5001(b)(2)
7. TCA 49-6-5001(c)(2)

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Cross Reference:

Homeless Students 6.503  
School Admissions 6.2034

# Johnson City Board of Education

|  |                                      |                     |                         |
|--|--------------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in May | <b>Student Communicable Diseases</b> | Descriptor<br>6.403 | Issued Date<br>6/3/2002 |
|  |                                      | Rescinds<br>6.403   | Issued<br>7/1/2000      |

No student will be denied an education solely because of a communicable disease, and his educational program shall be restricted only to the extent necessary to minimize the risk of transmitting the disease.

Except as set forth in section 6.404, the following provisions shall apply:

Parents or guardians of infected students shall inform appropriate school officials of the infection so that proper precautions for the protection of other students, employees, and the infected student shall be taken.

No student with a communicable disease which may endanger the health of either **himself** themselves or other individuals will enter or remain in the regular school setting.<sup>1,2</sup> If a school principal has reason to believe a student has a communicable disease which may endanger the health of either **himself** themselves or other individuals in the regular school setting, the principal shall:

1. Assign the student to a setting which will protect other students, employees and the student himself; or
2. Exclude the student from school until certification is obtained from a physician or the County Health Department by either the parent or principal stating that the disease is no longer communicable.

If the principal has reason to believe that the student has a long-term communicable disease, the principal must require confirmation from a physician or the County Health Department as to the student's condition. If the student is confirmed to have a long-term communicable disease, a plan for the administration of an appropriate educational program shall be developed.<sup>3</sup>

The principal may request that further examinations be conducted by a physician or County Health Department and may request periodic re-examinations after the student has been readmitted to the school.<sup>2</sup>

Expenses incurred from examinations requested by school officials shall be paid by the Board.

The names of all students excluded from school under this policy will be forwarded to the office of the Superintendent of Schools.

Legal References:

1. TRR/MS 0520-1-3-.08(2)(c)
2. TCA 49-2-203(b)(2)
3. TRR/MS 0520-1-3-.08(2)(g)(2)(v)

Cross References:

- Special Education 4.202  
 Special Programs 4.206  
**Acquired Immune Deficiency Syndrome 6.404**

# Johnson City Board of Education

|   |  |                     |                         |
|---|--|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Acquired Immune<br/>Deficiency Syndrome</b> | Descriptor<br>6.404 | Issued Date<br>4/6/2009 |
|   |  | Rescinds<br>6.404   | Issued<br>6/3/2002      |

## NON-DISCRIMINATION

Students infected with HIV shall not be denied enrollment in school. The Board shall not prevent an HIV infected student from participating in the continuation of ~~his/her~~ their education on the basis of HIV infection. Further, the student shall be subject to the same rules for class assignment, privileges and participation in any school-sponsored activities as all other students. The Board shall strive to maintain a respectful school climate for HIV infected students.

Mandatory screening for communicable diseases not spread by casual everyday contact, such as HIV infection, shall not be a condition for school entry or attendance.

## ATHLETICS

A student who is HIV positive may not be denied the opportunity to participate in school athletic programs based solely on ~~his~~ their HIV status. All reasonable accommodations shall be made to allow students with HIV to participate in school-sponsored physical activities.<sup>1</sup>

## ADMINISTRATIVE RESPONSIBILITIES

If a student's parents/guardians choose to disclose their student's HIV status, all matters pertaining to that student will be under the direct supervision of the Superintendent of Schools.

The Superintendent shall be responsible for requesting medical records from the parents and a statement from the student's physician regarding health status of the student. In addition, the Superintendent will gather information on the student's cumulative school record.

## CONFIDENTIALITY

No information concerning an HIV infected student shall be divulged, directly or indirectly, to any other individual or group without the written consent of the parent. All medical information and written documentation of discussions, telephone conversations, proceedings and meetings shall be kept by the Superintendent of Schools in a locked file. If the HIV infected student is under the age of eighteen (18), access to this file will be granted only to those persons who have the written consent of the infected student's parents. Under no circumstances shall information identifying a student with AIDS be released to the public.<sup>2,3</sup>

## APPROPRIATE ALTERNATIVE EDUCATION PROGRAMS

In determining the educational placement of a student known to be infected with HIV, school authorities shall follow established policies and procedures for students with disabilities. School authorities shall reassess placement if there is a change in the student's need for accommodations or services.

1  
2 **CURRICULUM**  
3

4 The Superintendent of Schools shall be responsible for developing instructional objectives to address each  
5 terminal objective in the state AIDS curriculum framework and provide each teacher responsible for teaching  
6 AIDS education with these objectives.<sup>4</sup> Students shall also be taught universal precautions through the K-8  
7 Healthful Living and Lifetime Wellness curricula and through the Board's HIV prevention education  
8 program.  
9

10 The state AIDS curriculum and related instructional objectives will be used in grades K-12 in appropriate  
11 subject areas. Parents and guardians shall have convenient opportunities to preview all HIV prevention  
12 curricula and materials in accordance with the provisions of the Family Education Law of 1989. Students shall  
13 have access to voluntary and confidential counseling about matters related to HIV. Administrators shall  
14 maintain a list of counseling and testing resources for student use.  
15

16 **INFECTION CONTROL**  
17

18 The Superintendent of Schools shall develop an Occupational Safety and Health Administration (OSHA)-  
19 based infection control plan in which each school will provide for: 1) well-maintained and easily accessible  
20 materials necessary to follow universal precautions, and 2) designate first responders responsible for  
21 implementing infection control guidelines, including investigating, correcting, and reporting on instances of  
22 exposure. All schools shall further follow the most current Centers for Disease Control and Prevention (CDC)  
23 Universal Precautions for Prevention of Transmission of Human Immunodeficiency Virus, Hepatitis B Virus,  
24 and Other Blood borne Pathogens in Health Care Settings and the OSHA blood borne pathogens standard.<sup>4</sup>  
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Legal References:

- 44  
45 1. State Board of Education Plan for Addressing  
46 AIDS in Tennessee Public Schools, March 1995  
47 2. TCA 68-10-113  
48 3. 20 USC 1415; 34 CFR § 300.571  
49 4. TRR/MS 0520-1-3-.05(1)(c)  
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51  
52

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Cross References:

- 44  
45 Grievances & the Americans with Disabilities Act 1.802  
46 Basic Curriculum Program 4.201  
47 Special Education 4.202  
48 Special Programs 4.206  
49  
50  
51  
52

# Johnson City Board of Education

|   |                  |                     |                         |
|---|------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Medicines</b> | Descriptor<br>6.405 | Issued Date<br>4/5/2021 |
|   |                  | Rescinds<br>6.405   | Issued<br>5/7/2018      |

1  
2 If under exceptional circumstances a student is required to take non-prescription or prescription medication  
3 during school hours and the parent/guardian cannot be at school to administer the medication, only the  
4 principal/designee will assist in self-administration of the medication if the student is competent to self-  
5 administer medicine with assistance in compliance with the following guidelines.<sup>1</sup>

6 Written instructions signed by the parent/guardian are required and shall include:

- 7 1. Child's name;
- 8
- 9 2. Name of medication;
- 10
- 11 3. Name of physician;
- 12
- 13 4. Time to be self-administered;
- 14
- 15 5. Dosage and directions for self-administration (non-prescription medicines shall have label directions);
- 16
- 17 6. Possible side effects, if known; and
- 18
- 19 7. Termination date for self-administration of the medication.

20 Students with asthma shall be permitted to self-administer prescribed, metered dosage asthma-reliever inhalers  
21 if the additional information is provided by a parent/guardian:

- 22 1. Written statement from the prescribing health care practitioner that the student suffers from asthma and  
23 has been instructed in self-administration; and
- 24
- 25 2. Purpose of the medication.

26 The medication shall be delivered to the principal's office in person by the parent/guardian of the student  
27 unless the medication shall be retained by the student for immediate self-administration.

28 The principal/designee will:

- 29 1. Inform appropriate school personnel of the medication to be self-administered;
- 30 2. Keep written instructions from the parent/guardian in the student's record;
- 31 3. Keep an accurate record of the self-administration of the medication;
- 32 4. Keep all medication in a locked cabinet except medication retained by a student per physician's order;

1 5. Return unused prescription to the parent/guardian only; and

2 6. Ensure that all guidelines developed by the Department of Health and the Department of Education are  
3 followed.

4 The parent/guardian is responsible for informing the designated official of any change in the student's health or  
5 change in medication.

6 A copy of this policy shall be provided to a parent/guardian upon receipt of a request for long-term  
7 administration of medication.

#### 8 BLOOD GLUCOSE SELF-CHECKS<sup>2</sup>

9 Upon written request of a parent/guardian and if included in the student's medical management plan and in the  
10 Individualized Healthcare Plan (IHP), a student with diabetes shall be permitted to perform a blood glucose  
11 check or administer insulin using any necessary diabetes monitoring and treatment supplies, including sharps.  
12 The student shall be permitted to perform the testing in any area of the school or school grounds at any time  
13 necessary.

14 Sharps shall be stored in a secure, but accessible location, including the student's person, until use of such  
15 sharps is appropriate.

16 Use and disposal of sharps shall be in compliance with the guidelines set forth by the Tennessee Occupational  
17 Safety and Health Administration (TOSHA).<sup>3</sup>

#### 18 STUDENTS WITH PANCREATIC INSUFFICIENCY OR CYSTIC FIBROSIS<sup>4</sup>

19 Students diagnosed with pancreatic insufficiency or cystic fibrosis shall be permitted to self-manage their  
20 prescribed medication in a manner directed by a licensed health care provider without additional assistance or  
21 direction. The Director of Schools shall develop procedures for the development of an IHP for every student  
22 that wishes to self-administer.

#### 23 STUDENTS WITH ADRENAL INSUFFICIENCY<sup>5</sup>

24 The parent/guardian of a student diagnosed with adrenal insufficiency shall notify the school district of the  
25 student's diagnosis. Once notified, the district shall observe the following guidelines:

- 26 1. The district shall train school personnel who will be responsible for administering the medication for  
27 the treatment of adrenal insufficiency and any who volunteer to administer the medication;
- 28 2. The district shall maintain a record of all school personnel who have completed this training; and
- 29 3. If a student is suffering from an adrenal crisis, a school nurse or other licensed health care professional  
30 may administer the prescribed medication to the student. If a school nurse or other licensed health care  
31 professional is not immediately available, trained school personnel may administer the prescribed  
32 medication.
- 33 3. If a student is suffering from an adrenal crisis, a school nurse or other licensed health care professional  
34 may administer the prescribed medication to the student. If a school nurse or other licensed health care  
35 professional is not immediately available, trained school personnel may administer the prescribed  
36 medication.

35 The **Director Superintendent** of Schools shall develop procedures on the administration of medications that  
36 treat adrenal insufficiency, including the treatment of an adrenal crisis while on school transportation and  
37 during activities such as field trips, and recordkeeping per state law.

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Legal References

1. TCA 49-50-1602 *et seq.*; TRR/MS 0520-01-13-.03
2. TCA 49-50-1602(d)(7)
3. State Board of Education Policy 4.205; TRR/MS 0800-01-10
4. TCA 49-50-1601
5. TRR/MS 0520-01-13; State Board of Education Policy 4.205

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Cross References

- Promoting Student Welfare 6.400  
Emergency Allergy Response Plan 6.412

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# Johnson City Board of Education

|   |                              |                     |                         |
|---|------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Child Abuse Reporting</b> | Descriptor<br>6.409 | Issued Date<br>4/5/2021 |
|   |                              | Rescinds<br>6.409   | Issued<br>1/4/2018      |

## GENERAL

The ~~Director~~ Superintendent of Schools shall:<sup>1</sup>

1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
2. Require that the Coordinator and the Alternate receive appropriate training;
3. Supply the Coordinator with all necessary resources;
4. Ensure that all school personnel annually complete the child abuse training program required by state law.<sup>2</sup>

The Coordinator shall assist any employee with appropriately reporting and responding to instances of child abuse or child sexual abuse.

## REPORTING

All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.<sup>3</sup> If personnel know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed immediately with the Coordinator, the Department of Children's Services (DCS), and law enforcement.<sup>4</sup>

The report shall include, to the extent known by the reporter:<sup>5</sup>

1. The name, address, telephone number, and age of the child;
2. The name, telephone number, and address of the parents or persons having custody of the child;
3. The nature and extent of the abuse or neglect; and
4. Any evidence to the cause or any other information that may relate to the cause or extent of the abuse or neglect.

The ~~Director~~ Superintendent of Schools/designee shall develop reporting procedures, including sample indicators of abuse and neglect, and shall disseminate the procedures to all school personnel.

## CONFIDENTIALITY

District employees shall keep all information regarding any child abuse confidential in accordance with state law.

## INVESTIGATIONS

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School administrators and employees have a duty to cooperate, provide assistance, and information in child abuse investigations<sup>6</sup> including permitting DCS teams to conduct interviews while the child is at school. The principal may control the time, place, and circumstances of the interview but may not insist that a school employee be present even if the suspected abuser is a school employee or another student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the child is to be interviewed even if the suspected abuser is not a member of the child's household.<sup>7</sup>

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Legal References

1. Public Acts of 2020, Chapter No. 708
2. TCA 37-1-408
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); Public Acts of 2020, Chapter No. 708
5. TCA 37-1-403(b)
6. TCA 37-1-611(b)
7. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

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Cross References

- Recommendations and File Transfers 5.203
- Staff-Student Relations 5.610
- Interrogations and Searches 6.303
- Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
- Title IX & Sexual Harassment 6.3041
- Promoting Student Welfare 6.400

7

# Johnson City Board of Education

|   |                                |                     |                          |
|---|--------------------------------|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Accidents and Illnesses</b> | Descriptor<br>6.410 | Issued Date<br>4/13/2020 |
|   |                                | Rescinds<br>6.410   | Issued<br>4/14/2014      |

Parents/Guardians of all students shall provide the schools with medical authorization which shall contain the following information:

1. Parents’/Guardians’ location and phone number during the school day;
2. An alternative contact name and phone to be used in the absence of parent;
3. The name, address and phone number of the student’s physician(s);
4. Instructions in the event that medical treatment is needed;
5. Information concerning a student’s particular physical disability or medical condition.

The authorization will be required annually and will be kept on file in the school’s office.

If a student suffers a minor injury or becomes ill, the staff member in charge shall ensure that first aid is rendered. Parents/guardians will be notified of the injury in a timely manner.

In the event of serious injury or illness to a student, immediate aid will be rendered and when necessary the student will be transported to a hospital emergency room. Attempts will be made to notify the parents/guardians of the situation as soon as. If the parents/guardians cannot be reached, the student will be transported to the hospital emergency room and the physician identified by the parents/guardians on the emergency medical authorization form will be notified of the accident. Efforts to notify the parents/guardians will continue until they are informed.

Principals will inform the Superintendent of Schools immediately of any serious injuries suffered by students while under jurisdiction of the school. A report of each accident taking place in a school will be filed in the offices of both the principal and the Superintendent of Schools. Forms for reporting accidents will be made available from the office of the Superintendent of Schools. In all accidents serious enough to require medical attention or requiring the student to be taken home, or in all cases that the staff member in charge deems desirable, reports will be made and filed as stated above.

No ill or injured student will be taken and left at home or sent home unless a parent/guardian, or someone designated by the parents/guardians, is at home to accept the responsibility of the student.

Parents/guardians who object to the procedures contained in this policy shall submit to the principal an alternative written emergency plan. Written approval of the principal, **in coordination with the nursing staff,** is required before any such alternative plan is put in to place for a student.

# Johnson City Board of Education

|   |                                  |                     |                          |
|---|----------------------------------|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Coordinated School Health</b> | Descriptor<br>6.411 | Issued Date<br>4/13/2020 |
|   |                                  | Rescinds<br>6.411   | Issued<br>8/26/2019      |

## POLICY INTENT

Johnson City Schools is committed to the optimal development of every student. The District believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

The Board recognizes the link between nutrition, physical activity and learning. In order to implement overall wellness for students, the plan below shall be followed by all schools in the district.<sup>1</sup>

## COMMITMENT TO COORDINATED SCHOOL HEALTH

All schools shall implement the CDC's Coordinated School Health approach to managing new and existing wellness related programs and services in schools and the surrounding community based on State law and State Board of Education CSH standards and guidelines. The district's Coordinated School Health Coordinator shall be responsible for overseeing compliance with State Board of Education CSH standards and guidelines in the school district.

## SCHOOL HEALTH ADVISORY COUNCIL

The district will establish a School Health Advisory Council to serve as a resource to school sites for implementing policies and programs and develop an active working relationship with the county health council. The council shall consist of individuals representing the school and community, including parents, students, teachers, school administrators, school board members, health professionals, school food service representatives, and members of the public. The primary responsibilities of the council include but are not limited to:

1. Developing, implementing, monitoring, reviewing as necessary, making recommendations as to physical activity and nutrition policies;
2. Ensuring that all schools within the district create and implement an action plan related to the modules from the School Health Index;
3. Ensuring that the results of the action plan are annually reported to the council; and
4. Ensuring that school level results include measures of progress on each indicator of the School Health Index.

The State Board of Education's Physical Education Policy shall be used as guidance by the Council to make recommendations. The Board may consider recommendations of the Council in making policy changes or revisions.<sup>1,2</sup>

1 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents, and  
2 administrators. The team will hold Healthy School Team meetings during the school year to assess needs and  
3 oversee planning and implementation of school health efforts.  
4

5 The Superintendent of schools will ensure compliance with the school Wellness Policy, to include an  
6 assessment of the implementation of the Wellness Policy and the progress made in attaining the policy goals.  
7 The assessment will be made to the public.  
8

## 9 **COMMITMENT TO NUTRITION**

10  
11 All schools shall offer school meal and snack programs with menus that meet or exceed the patterns and  
12 nutrition standards established by the U.S. Department of Agriculture and State Board of Education's  
13 Minimum Nutritional Standards For Individual Food Items Sold Or Offered For Sale To Pupils In Pre-K  
14 Through Eight. The coordinated school health counselor shall be responsible for overseeing the school  
15 district's compliance with the State Board of Education Rules and Regulations for sale of food items in the  
16 school district and that this Wellness Policy is being fulfilled by all schools in the district. ~~He/she~~ They shall  
17 register with the State Department of Education.<sup>3</sup>  
18

19 The goals shall be to give students an adequate time to enjoy healthy meals and relax in a pleasant  
20 environment. Meals shall be accessible to all students in a non-stigmatizing manner. Good nutritional habits  
21 shall be encouraged.  
22

23 All food including vending machines, fundraising items, and concessions must meet guidelines set forth by the  
24 Healthy Hunger-free Kids Act, 2010, Smart Snacks in Schools.  
25

## 26 **DISTRICT GOALS**

27  
28 The district will promote healthy nutrition through various activities, including nutrition related newsletters,  
29 informational links on the district website, healthy eating posters and bulletin boards in dining areas, and  
30 informational booths at various community functions.  
31

32 Education will be offered as part of a standards based program designed to provide students with the  
33 knowledge and skills needed to promote and protect their health as outlined in the State Board of Education  
34 and Lifetime Wellness Standards OR Nutrition Education. Nutrition Education will discourage teachers from  
35 using high fat, sugar, and sodium foods as rewards and encourage students to start each day with a healthy  
36 breakfast.  
37

## 38 **EVALUATION OF EFFECTIVENESS OF NUTRITION PROGRAM**

39  
40 The Board shall monitor the effectiveness of the school nutrition program within a wide-range of student  
41 constituency groups. Factors to be considered shall include, but are not limited to:  
42

- 43 1. Participation rates in school meal programs;
- 44
- 45 2. Student satisfaction surveys to monitor the effects of consumption of healthy snacks on  
46 children's health, behavior, and school performance and to monitor satisfaction with snack  
47 choices;
- 48
- 49 3. Parent satisfaction surveys to monitor the effects of consumption of healthy snacks on children's  
50 health, behavior, and school performance and to monitor satisfaction with snack choices;  
51

- 1 4. Frequency and types of health problems noted on school nurse logs;
- 2
- 3 5. Frequency and types of mental health and behavioral problems note on counselor logs;
- 4
- 5 6. Incidence of student behavior infractions;
- 6
- 7 7. Teacher surveys of student's classroom behavior, attention span and memory; and
- 8
- 9 8. Test scores.<sup>3</sup>

## 10 **PHYSICAL ACTIVITY**

11 The Board recognizes that physical activity is extremely important to the overall health of a child. Schools  
12 shall support and promote physical activity. Physical activity may be integrated into any areas of the school  
13 program. Physical Education classes shall be offered as part of a standards based program designed to provide  
14 developmentally appropriate, moderate to vigorous physical activity as an integral part of the class. Students  
15 shall be encouraged by staff whenever possible to be physically active.

16 Supervised recess should be offered daily to all elementary school children.<sup>2</sup> Physical activity shall not be  
17 employed as a form of discipline or punishment. Schools shall continue to offer after school sports and  
18 activities.

## 19 **CURRICULUM**

20 All applicable courses of study should be based on Lifetime Wellness Curriculum Standards, the K-8  
21 Healthful Living Curriculum Standards, and the K-12 Physical Education Curriculum Standards.<sup>2</sup>

## 22 **SCHOOL HEALTH INDEX**

23 Beginning July 1, 2006, each school will begin implementation of the School Health Index. The State Board  
24 of Education Policy on Implementation of School Health Index shall be followed by each school within the  
25 district. (*See, Tenn. State Board of Ed. Physical Activity Policy, Aug. 18, 2005*).<sup>2</sup>

26 All schools within the district shall annually administer a baseline assessment on each of the recommended  
27 School Health Index modules. Results shall be submitted to the School Health Advisory Council and reported  
28 to the State Department of Education.

## 29 **RECORDS COMPLIANCE**

30 The Coordinated School Health Coordinator shall ensure that records demonstrating compliance with  
31 community involvement requirements are maintained. The Coordinated School Health Coordinator shall  
32 additionally document that the school wellness policy and triennial assessments are made available to the  
33 public.

## 34 **TRIENNIAL ASSESSMENT**

35 An assessment of policy will be completed at a minimum of every three years. This assessment will  
36 determine: Compliance with the wellness policy, how the wellness policy compares to model wellness  
37 policies, and progress made in attaining the goals of the wellness policy.

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Legal References:

1. Section 204 of Public Law 108-265; June 30, 2004  
Child Nutrition and WIC Reauthorization Act of 2004
2. State Board of Education, Policy 4.206, Physical Activity, August 18, 2005
3. TRR/MS 0520-1-6

# Johnson City Board of Education

|  |   |                     |                          |
|--|---|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in May | <b>Prevention and Treatment of Sports Related Concussions</b> | Descriptor<br>6.413 | Issued Date<br>4/14/2014 |
|  |   | Rescinds            | Issued                   |

The Board recognizes that concussions can be a serious health issue and should be treated as such.

The Board adopts the guidelines and other pertinent information and forms developed by the Tennessee Department of Health to inform and educate coaches, school administrators, student athletes, and parent(s)/guardian(s) of the nature, risk and symptoms of concussions and head injuries. These guidelines and materials may be viewed on the Department of Health's website and shall be made available to interested parties through the Superintendent's Office.

This policy shall govern all activities and those individuals involved in those activities which constitute an organized athletic game or competition against another team or in practice or preparation for an organized game or competition. It does not govern those activities or individuals involved in those activities which are entered into for instructional purposes only or those that are incidental to a nonathletic program or lesson.

**REQUIRED TRAINING <sup>1</sup>**

The Superintendent of Schools shall ensure that each school's athletic director and coaches, employed or volunteer, annually complete the *Concussion in Sports - What You Need to Know* online course. This course may be accessed online at [www.nfhslearn.com](http://www.nfhslearn.com).

Prior to the annual initiation of practice or competition, the following persons must review and sign a concussion and head injury information sheet approved by the Tennessee Department of Health: the Superintendent of Schools, licensed healthcare professionals (if appointed), each school athletic director, and each coach, employed or volunteer.

In addition, prior to the annual initiation of practice or competition, all student athletes and their parent(s)/guardian(s) shall review the concussion and head injury information sheet approved by the Tennessee Department of Health. A form confirming this review shall be signed and returned by the student athlete, if the athlete is eighteen (18) years of age or older; or by the student athlete's parent (s)/guardian (s), for athletes younger than eighteen (18) years of age.

All documentation of the completion of a concussion recognition and head injury safety education course program and signed concussion and head injury information sheets shall be maintained by the Superintendent of Schools or his designee for a period of three (3) years.

**REMOVAL FROM ATHLETICS <sup>1</sup>**

Any student athlete who shows signs, symptoms and/or behaviors consistent with a concussion during an athletic activity or competition shall be immediately removed for evaluation by a licensed healthcare professional, if available, and if not, by the coach or other designated individuals.

No student athlete who has been removed from an athletic activity or competition due to a concussion or suspected concussion shall be allowed to return to any supervised team activities involving physical exertion, including games, competitions, or practices, until the student athlete has been evaluated by and received

1 written clearance on forms approved by the Department of Health from a licensed health care provider for a  
2 full or graduated return. "Health care provider" means a Tennessee licensed medical doctor (M.D.),  
3 osteopathic physician (D.O.), or a clinical neuropsychologist with concussion training.  
4

5 This requirement for clearance prior to a student athlete returning to an athletic activity shall not apply if  
6 there is a legitimate explanation other than a concussion for the signs, symptoms, and/or behaviors  
7 observed.

8 The Superintendent of Schools/ ~~or his~~ designee shall ensure that all protocols approved by the Tennessee  
9 Department of Health or required by law relative to the provisions of this policy are followed and  
10 implemented within each school.  
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36 Legal Reference:  
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- 38 1. TCA 68-55-502  
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# Johnson City Board of Education

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|--|--|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Prevention and Treatment of Sudden Cardiac Arrest</b> | Descriptor<br>6.414 | Issued Date<br>4/13/2020 |
|  |  | Rescinds<br>6.414   | Issued Date<br>4/3/2017  |

1 The board adopts the guidelines and other pertinent information and forms developed by the Tennessee  
 2 Department of Health to inform and educate coaches, school administrators, student athletes, and parent(s) /  
 3 guardian(s) of the nature, risk and symptoms of sudden cardiac arrest. These guidelines and materials may be  
 4 viewed on the Department of Health's website and shall be made available to interested parties through the  
 5 Central Office.

6 This policy shall govern all activities and those individuals involved in those activities which constitute an  
 7 organized athletic game or competition against another team or in practice or preparation for an organized  
 8 game or competition. It does not govern those activities or individuals involved in those activities which are  
 9 entered into for instructional purposes only or those that are incidental to a nonathletic program or lesson.

10 **REQUIRED TRAINING<sup>1</sup>**

11 The Superintendent of Schools shall ensure that each school’s athletic director and coaches, employed or  
 12 volunteer, annually complete the *National Federation of State High School Associations Elective Course –*  
 13 *Sudden Cardiac Arrest* online course. This course may be accessed online at [www.nfhslearn.com](http://www.nfhslearn.com).

14 Prior to the annual initiation of practice or competition, the following persons must review and sign a sudden  
 15 cardiac arrest information sheet approved by the Tennessee Department of Health: each school athletic  
 16 director, licensed healthcare professionals (if appointed), and each coach, employed or volunteer.

17 In addition, prior to the annual initiation of practice or competition, all student athletes and their parent(s) /  
 18 guardian(s) shall review the sudden cardiac arrest information sheet approved by the Tennessee Department of  
 19 Health. A form confirming this review shall be signed and returned by the student athlete, if the athlete is  
 20 eighteen (18) years of age or older; or by the student athlete's parent(s) / guardian(s), for athletes younger than  
 21 eighteen (18) years of age.

22 All documentation of the completion of a sudden cardiac arrest education course program and signed sudden  
 23 cardiac arrest information sheets shall be maintained by the Superintendent of Schools or ~~his~~ their designee  
 24 for a period of three (3) years.

25 **Removal from Athletics<sup>1</sup>**

26 Any student athlete who shows signs, symptoms and/or behaviors consistent with sudden cardiac arrest during  
 27 or after an athletic activity or competition shall be immediately removed for evaluation by a licensed  
 28 healthcare professional, if available, and if not, by a coach or other designated individuals. Signs, symptoms  
 29 and/or behaviors include, but are not limited to: passing out; fainting; unexplained shortness of breath; chest  
 30 pains; dizziness; racing heart rate; and extreme fatigue.

31 Student athletes who have been removed from an athletic activity or competition shall not return to any  
 32 supervised team activities involving physical exertion, including games, competitions, or practices, until the  
 33 student athlete has been evaluated by and received written clearance on forms approved by the Department of  
 34 Health from a licensed health care provider for a full or graduated return.

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**Penalties<sup>1</sup>**

A coach found in violation of the provisions of this policy related to removal from play and return to play shall be subject to the following penalties:

1. For a first violation, suspension from coaching any athletic activity for the remainder of the season;
2. For a second violation, suspension from coaching any athletic activity for the remainder of the season and the next season; and
3. For a third violation, permanent suspension from coaching any athletic activity.

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Legal Reference:

1. TCA 68-6-101, et. seq

# Johnson City Board of Education

|  |                                   |                     |                          |
|--|-----------------------------------|---------------------|--------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Student Suicide Prevention</b> | Descriptor<br>6.415 | Issued Date<br>4/13/2020 |
|  |                                   | Rescinds<br>6.415   | Issued Date<br>4/3/2017  |

The board is committed to protecting the health and well-being of all students and understands that physical, behavioral, and emotional health are integral components of student achievement. Students are strongly encouraged to report if they, or a friend, are feeling suicidal or in need of help. Students will be provided information regarding The National Suicide Prevention Lifeline – 1-800-273-8255 (TALK).

## **PREVENTION<sup>1</sup>**

All district employees shall attend either the annual in-service training in suicide prevention or participate in other equivalent training approved by the Superintendent of Schools. The training shall include, but not be limited to, identification of risk factors, warning signs, intervention and response procedures, referrals, and postvention.

The Superintendent of Schools shall identify a district suicide prevention coordinator responsible for planning and coordinating the implementation of this policy. Each school principal shall designate a school suicide prevention coordinator to act as a point of contact in each school for issues relating to suicide prevention and policy implementation.

## **INTERVENTION<sup>1</sup>**

Any employee who has reason to believe that a student is at imminent risk of suicide shall report such belief to the principal or designee. Belief that a student is at imminent risk of suicide shall include, but not be limited to, the student verbalizing the desire to commit suicide, evidence of self-harm, or a student self-refers.

Upon notification, the principal or designee shall ensure the student is placed under adult supervision. Emergency medical services shall be contacted immediately if an in-school suicide attempt occurs. The principal or designee shall contact the Superintendent of Schools or designee as soon as practicable.

Prior to contacting the student's parent/guardian, the Superintendent of Schools or designee shall determine if there could be further risk of harm resulting from parent/guardian notification. If parent/guardian notification could result in further risk of harm or endanger the health or well-being of the student, then local law enforcement and the Department of Children's Services shall be contacted.<sup>2</sup>

If appropriate, the Superintendent of Schools or designee shall contact the student's parent/guardian and provide the following information:

1. Inform the parent/guardian that there is reason to believe the student is at imminent risk of suicide;
2. Assure the parent/guardian that the student is currently safe or inform the parent/guardian that emergency medical services were contacted;
3. Ask the parent/guardian whether ~~he/she~~ **they are** aware of the student's mental state;
4. Ask the parent/guardian whether ~~he/she~~ **they** wishes to obtain or ~~has~~ **have** obtained mental health counseling for the student;

- 1 5. Provide the names of community mental health counseling resources.
- 2 6. ~~Provide information regarding~~ Offer on-campus counseling services ~~on-campus~~.

3  
 4 The Superintendent of Schools or designee will seek parental permission to communicate with outside mental  
 5 health care providers regarding a student. If the student is under the age of 18 and the parent/guardian refuses  
 6 to seek appropriate assistance, the Superintendent of Schools or designee shall contact the Department of  
 7 Children’s Services.<sup>2</sup>

- 8 The Superintendent of Schools or designee shall document the contact with the parent/guardian by recording:
- 9 1. The time and date of the contact;
  - 10 2. The individual contacted;
  - 11 3. The parent/guardian’s response; and
  - 12 4. Anticipated follow-up.

13 The Superintendent of Schools or designee shall ensure the student is under adult supervision until a  
 14 parent/guardian or other authorized individual accepts responsibility for the student’s safety.

15 Prior to a student returning to school, the Superintendent of Schools or designee and/or principal shall meet  
 16 with the student’s parent/guardian, and student if appropriate. The parent/guardian shall provide  
 17 documentation from a mental health care provider stating that the student has received care. The principal will  
 18 identify an employee to periodically check in with the student to ensure the student’s safety and address any  
 19 problems with re-entry.

20 **POSTVENTION<sup>1</sup>**

21 Immediately following a student suicide death, the Crisis Team shall meet and implement the Crisis  
 22 Management plan. At a minimum, the Crisis Management plan shall address the following:

- 23 1. Verification of death;
- 24 2. Preparation of postvention response to include support services;
- 25 3. Informing faculty and staff of a student death;
- 26 4. Informing students that a death has occurred;
- 27 5. Providing information on the resources available to students;

28 The Crisis Team shall work with teachers to identify the students most likely to be impacted by the death in  
 29 order to provide additional assistance and counseling if needed. Additionally, staff and faculty will  
 30 immediately review suicide warning signs and reporting requirements. The Superintendent of Schools or  
 31 designee shall be responsible for all media inquiries

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Legal Reference:

- 1. Public Acts of 2016, Chapter No. 623
- 2. T.C.A. 37-1-403

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Cross References

- News Releases, News Conferences and Interview 1.503
- Crisis Management 3.203
- Student Discrimination, Harassment, Bullying, Cyber-  
bullying and Intimidation 6.304
- Promoting Student Welfare 6.400
- Student Wellness 6.411

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# Johnson City Board of Education

|   |                                   |                     |                           |
|---|-----------------------------------|---------------------|---------------------------|
| Monitoring:<br><br>Review Annually,<br>in May | <b>Special Education Students</b> | Descriptor<br>6.500 | Issued Date<br>10/12/2020 |
|   |                                   | Rescinds<br>6.500   | Issued<br>5/7/2007        |

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All disabled students between the ages of three and twenty-one (inclusive) who have not yet received a regular high school diploma shall receive the benefit of a free appropriate public education. Disabled students will be educated with non-disabled students to the maximum extent appropriate, and should be placed in separate or special classes only when the severity of the handicap is such that education in regular classes cannot be achieved satisfactorily.<sup>1</sup>

Eligibility standards and options of service for special education services will be based upon the criteria for disabling conditions specified in Rules, Regulations, and Minimum Standards, Tennessee State Board of Education, Part II.<sup>2</sup>

Program of services offered to disabled students shall include the following:

1. Comprehensive screening and assessment including identification and evaluation of disabled students;
2. The use of the IEP team for reviewing assessment, formulating program, and determining placement including an individualized educational program appropriate to meet unique needs;
3. Appropriate placements including the least restrictive placement with age appropriate peers;
4. Continuing evaluation of progress including an annual review of IEP and complete re-evaluation every three years;
5. Due process rights and procedural safeguards required by state and federal laws;
6. Avenues to involve parents in meaningful dialogue with school personnel throughout the students' educational career.

The Superintendent/designee will develop procedures for isolation and restraint of students with disabilities.<sup>1</sup>

Legal References:

1. TCA 49-10-102; TCA 49-10-103
2. TRR/MS 0520-1-3-.09(4)

# Johnson City Board of Education

|  |                                  |                     |                         |
|--|----------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in May | <b>Foreign Exchange Students</b> | Descriptor<br>6.502 | Issued Date<br>5/1/2006 |
|  |                                  | Rescinds<br>6.502   | Issued<br>8/2/2004      |

Any foreign student is eligible for acceptance into the foreign exchange student program, provided ~~he is~~ they ~~are~~ participating through any agency endorsed by the Council on Standards for International Educational Travel and is sponsored by an individual or organization and has a J-1 visa.<sup>1</sup> Before approval by the Board, the exchange program representative must make written application on behalf of the student for enrollment in the local school serving the host family. No foreign exchange student shall be brought into the United States by the sponsor unless ~~he has~~ they have been accepted in writing as a student by the Superintendent of Schools/ designee of the school in which he is to be enrolled. The school may accept the student after determining the following:

1. The student has a sufficient command of the English language to enable ~~him~~ them to participate in the general curriculum;
2. Appropriate curriculum offerings can be provided for the student; and
3. An overcrowded situation will not be created.

Prior to enrolling a foreign exchange student, the principal or designee shall require, in addition to a valid student visa, the following documentation:

1. Citizenship;
2. Birthdate;
3. Health/immigration records;
4. Custody (including phone number, name and address of person responsible for the student); and
5. School records, including a transcript of academics (in English).

Admission requirements and all other considerations and expectations shall be the same for foreign exchange students as for United States students. Students will be accepted only in grades 9-12. No more than five foreign exchange students shall be placed in one school.

Exchange students must have had acceptable academic achievement in their native countries and must have been screened for maturity and ability to get the maximum benefit from an exchange program. Exchange students must have an adequate command of the English language and be able to function without special assistance in regular classes. The principal shall be responsible for assignment to the appropriate grade level.

Each school shall name a faculty member as a representative to serve as a liaison between the school and exchange program agency and as an adviser to exchange students.

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The sponsoring individual/organization shall provide evidence to the school that the student will receive adequate financial support for the duration of **his their** stay. Exchange students shall not be eligible for free or reduced-price lunches, nor shall schools hold fund-raising events to pay expenses incurred by exchange students.

Privately sponsored exchange students on an F-1 visa may be enrolled if an adult resident of the district has temporary guardianship and the student lives in the home of that guardian. Exchange students on an F-1 visa are required to pay tuition at the established district rate. F-1 visa student admission is limited to secondary schools and attendance may not exceed twelve (12) months.<sup>2</sup>

\_\_\_\_\_  
Legal Reference:

- 1. 22 CFR §62
- 2. Immigration and Nationality Act § 214 (3)(m)(1)

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Cross Reference:

School Admissions 6.203

# Johnson City Board of Education

|   |                          |                     |                         |
|---|--------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>April | <b>Homeless Students</b> | Descriptor<br>6.503 | Issued Date<br>6/6/2019 |
|   |                          | Rescinds<br>6.503   | Issued<br>4/3/2017      |

1 In order to ensure that homeless students have equal access to the same free appropriate public education  
2 as provided to other students, the following shall apply:<sup>1</sup>

3  
4 Homeless students are individuals who lack a fixed, regular and adequate nighttime residence and include  
5 the following:<sup>2</sup>

- 6  
7 1. Students who are sharing the housing of other persons due to loss of housing, economic hardship or  
8 a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of  
9 alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned  
10 in hospitals; or are awaiting foster care placement.
- 11  
12 2. Students who have a primary nighttime residence that is a public or private place not designated for  
13 or ordinarily used as a regular sleeping accommodation for human beings.
- 14  
15 3. Students are living in cars, parks, public spaces, abandoned buildings, substandard housing,  
16 bus or train stations or similar settings.
- 17  
18 4. Migratory students who meet one of the above described circumstances.

## 19 20 **ENROLLMENT**

21 Homeless students shall be immediately enrolled, even if the student is unable to produce records normally  
22 required for enrollment (i.e. academic records, immunization records, health records, proof of residency), or  
23 missed the district's application or enrollment deadlines.<sup>3</sup> Parents/guardians are required to submit contact  
24 information to the district's homeless coordinator.<sup>3</sup>

## 25 26 **PLACEMENT**

27 For the purposes of this policy, school of origin shall mean the school that the student attended when  
28 permanently housed or the school in which the student was last enrolled, including a preschool/pre-k program.  
29 School of origin shall also include the designated receiving school at the next grade level when the student  
30 completes the final grade level served by the school or origin.<sup>9</sup>

31 Placement shall be determined based on the student's best interest.<sup>4</sup> At all times, a strong presumption that  
32 keeping the student in the school of origin is in the student's best interest shall be maintained, unless doing so  
33 would be contrary to a request made by the student's parent/guardian or the student in the case of an  
34 unaccompanied youth.<sup>5</sup> When determining placement, student-centered factors, including but not limited to  
35 impact of mobility on achievement, education, health, and safety shall be considered.<sup>5</sup> The choice regarding

1 placement shall be made regardless of whether the student lives with their homeless parents/guardians or has  
2 been temporarily placed elsewhere.<sup>6</sup>

3 If it is not in the student's best interest to attend the school of origin, or the school requested by the  
4 parent/guardian or unaccompanied youth, the Superintendent/designee shall provide a written explanation of  
5 the reasons for the determination, in a manner and form that is understandable to the parent/guardian or  
6 unaccompanied youth. The written explanation shall include a statement regarding the right to appeal the  
7 placement decision.<sup>5</sup> If the placement decision is appealed, the district shall refer the parent/guardian or  
8 unaccompanied student to the homeless coordinator, who shall carry out the dispute resolution process as  
9 expeditiously as possible and in accordance with the law. Upon notice of an appeal, the Superintendent of  
10 Schools shall immediately enroll the student in the school in which enrollment was sought pending a final  
11 resolution of the dispute, including all available appeals.<sup>7</sup>

## 12 13 **RECORDS**

14 Records ordinarily kept by the school shall be maintained for all homeless students. Information regarding a  
15 homeless student's living situation shall be treated as a student education record, and shall not be considered  
16 directory information.<sup>8</sup>

## 17 18 19 **SERVICES**

20 The Superintendent shall ensure that each homeless student is provided services comparable to those offered  
21 to other students within the district, including transportation, special education services, programs in career  
22 and technical education (CTE), programs for gifted and talented students, and school nutrition.

23 The Superintendent shall designate a district homeless coordinator who shall ensure this policy is implemented  
24 throughout the district. The homeless coordinator shall ensure:

- 25 1. Homeless students are quickly identified and have access to education and support services, to include  
26 Head Start and district pre-k programs;
- 27 2. Coordination with local social service agencies and other entities providing services to homeless  
28 students;
- 29 3. Coordinate transportation, transfer of records, and other interdistrict activities with other school  
30 districts;
- 31 4. Coordinate transportation to the school of origin or choice for homeless students;
- 32 5. Refer homeless students and their families to health care services, dental services, mental health and  
33 substance abuse services, and housing services;
- 34 6. Assist homeless students in obtaining immunizations, medical or immunization records, and any  
35 additional assistance that may be needed;
- 36 7. Public notice of the educational rights of homeless students is disseminated in places frequented by  
37 parents/guardians of homeless students, including schools, shelters, public libraries, and soup kitchens;  
38 and
- 39 8. Unaccompanied youth are enrolled and informed of their status as independent students.

40 The Superintendent of Schools shall develop procedures to ensure that homeless students are recognized  
41 administratively and that the appropriate and available services are provided for these students. The  
42 Superintendent shall ensure professional development is provided to school personnel providing services to  
43 homeless students.  
44

**COORDINATOR**

The Board designates the following individual to act as the district’s homeless coordinator:

Ms. **Sydnee** DeBusk  
100 East Maple Street  
Johnson City, TN 37601  
423.434.5200

Legal Reference:

1. 42 USCS §§ 11431 – 11435; McKinney-Vento Education Assistance Improvements Act of 2001, Part C, § 721
2. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 725
3. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(3)(C)(i), § 722(g)(3)(H)
4. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(3)(A)
5. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(3)(B)
6. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(3)(F)
7. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(3)(E)
8. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(3)(G)
9. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(3)(I)
10. McKinney-Vento Act, as amended by ESSA (Pub. L. 114-95), § 722(g)(4) – (6)

Cross References:

- Student Transportation 3.400
- Parental Involvement 4.502
- Promotion and Retention 4.603
- School Admissions 6.203
- Migrant Students 6.504

# Johnson City Board of Education

|  |  |                                  |                                 |
|--|--|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually, in April</b> | Descriptor Term:<br><h2 style="text-align: center;">Students from Military Families</h2> | Descriptor Code:<br><b>6.506</b> | Issued Date:<br><b>4/5/2021</b> |
|  |  | Rescinds:                        | Issued:                         |

1 *General*

2 The ~~Director~~ **Superintendent** of Schools shall develop the necessary administrative procedures to  
 3 ensure that students with parent(s)/guardian(s) in the armed services are identified and that appropriate  
 4 and available services are provided for these students.<sup>1</sup>

5 **RELOCATION OF MILITARY SERVICE MEMBER<sup>2</sup>**

6 A student who does not currently reside within the school district shall be allowed to enroll if ~~he/she is~~  
 7 **they are** a dependent child of a service member who is being relocated to Tennessee on military  
 8 orders. To be eligible for enrollment, the student will need to provide documentation that ~~he/she~~ **they**  
 9 will be a resident of the school district on relocation.

10 Within twenty (20) days of enrollment, the parent(s)/guardian(s) of the student shall provide proof of  
 11 residency within the school district.

12 **ABSENCES**

13 Principals shall provide students with a one (1) day excused absence prior to the deployment of and a  
 14 one (1) day excused absence upon the return of a parent/guardian serving active military service.

15 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a  
 16 parent/guardian during a deployment cycle. The student shall provide documentation to the school as  
 17 proof of ~~his/her~~ **their** parent's/guardian's deployment. Students shall be permitted to make up school  
 18 work missed during these absences.<sup>3</sup>

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Legal References

1. State Board of Education Policy 2.103
2. Public Acts of 2019, Chapter No. 138
3. TCA 49-6-3019

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Cross References

- Attendance 6.200  
 School Admissions 6.203

# Johnson City Board of Education

|   |  |                     |                         |
|---|--|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Student Records<br/>Inspection &amp; Correction Procedure</b> | Descriptor<br>6.602 | Issued Date<br>6/3/2002 |
|   |  | Rescinds<br>6.602   | Issued<br>7/1/2000      |

## INSPECTION PROCEDURE

Parent(s) of students and students may inspect and review the student's education records upon written request.<sup>1</sup>

Parent(s) or students shall submit to the records custodian a request which identifies as precisely as possible the record(s) that ~~he~~ wishes they wish to inspect, and the records custodian will determine how access will best be arranged as promptly and practicably as possible. This inspection procedure must be completed within 45 days or less from the receipt of the request.

The right to inspect and review educational records includes the right to a response from school officials concerning requests for explanation and interpretation of the data. School officials shall presume that the parent has the authority to inspect and review records relating to ~~his~~ their child unless the school system has been advised that the parent does not have the authority under applicable state law governing guardianship, separation, and divorce and provides documentation to that effect.<sup>2</sup>

When a record contains information about students other than the parent's child, the parent(s) may not inspect and review that information.<sup>2</sup>

## FEES FOR COPIES

A reasonable fee for copies provided to parent(s) will be determined by the Superintendent of Schools. A maximum of three (3) copies of the transcript will be provided free of charge. If the fee represents an unusual hardship, it may be waived in part or entirely by the records custodian.<sup>3</sup>

## CORRECTION PROCEDURES

Parent(s) may seek to change any part of the student's record they believe to be incorrect.<sup>4</sup> The Superintendent of Schools shall develop an acceptable procedure to establish an orderly process to review and correct an education record.

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### Legal References:

1. USCA 20-1232g
2. TRR/MS 0520-1-3-.09(5)(e)(3)
3. USCA 20-1232g: TCA 10-7-506
4. TRR/MS 0520-1-3-.09(5)(e)(6)

# Johnson City Board of Education

|  |                                 |                     |                         |
|--|---------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in May | <b>Media Access to Students</b> | Descriptor<br>6.604 | Issued Date<br>4/5/2021 |
|  |                                 | Rescinds<br>6.604   | Issued<br>5/7/2018      |

1 School administrators shall be authorized to grant permission and set parameters for media access to students  
 2 in their respective schools. Media representatives shall be required to report to the administration for prior  
 3 approval before accessing students involved in instructional programs and activities not attended by the  
 4 general public. With parental approval, the media may interview and photograph students involved in  
 5 instructional programs and school activities including athletic events. Such media access shall not be unduly  
 6 disruptive and shall comply with Board policies.

7  
 8 Each year parents will be given the option to withhold permission for public news media interviews or  
 9 photographs of their child at school.

10  
 11 Specific parental permission must be obtained if the story or photograph covers topics of a sensitive nature.

12  
 13 If any student is to be filmed or videotaped and will be identified or be a primary subject of the filming  
 14 or videotaping which will be used outside of the school, prior written consent/release/waiver will be obtained  
 15 from the student's parent.

16  
 17 District employees may release student information to the media only in accordance with applicable  
 18 provisions of the education records law and Board policies governing directory information and personally  
 19 identifiable information.<sup>1</sup>

20  
 21 Parents will be advised of the Board's media access to students policy at the time of the student's registration  
 22 and the beginning of each school year in the student/parent handbook.

23  
 24 **Media outlets can be denied access to a school when such denial is in the best interest of students.**

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 35 Legal Reference:  
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 37 1. USCA 20-1232g; TRR/MS 0520-1-9.14(7)(h)

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Cross Reference:  
  
News Releases, News Conferences & Interviews 1.503  
Student Records 6.601  
Student Surveys 6.4001

# Johnson City Board of Education

|  |                              |                     |                         |
|--|------------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in May | <b>Student Organizations</b> | Descriptor<br>6.702 | Issued Date<br>3/1/2010 |
|  |                              | Rescinds<br>6.702   | Issued<br>6/3/2002      |

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Student organizations are an extension of the academic curriculum and are intended to complement the basic instructional program.

The principal, in cooperation with the faculty and student body representatives, shall approve all organizations within the school.

**~~Organizations jointly sponsored by the school and community civic clubs must also be approved by the Board.~~**

One or more staff members will serve as sponsors of each organization and will attend all meetings and events. A volunteer may be utilized during the organization’s activities in lieu of one or more staff members provided such volunteer has undergone a background search satisfactory to the Board and has been subsequently approved by the Superintendent/Designee. Each sponsor will evaluate his organization annually and make recommendations concerning changes, continuance, or deletion from the school's activity program.

An approved copy of the aims, objectives, and constitution or bylaws for each organization will be kept on file in the principal's office.

The Superintendent of Schools shall approve all requirements imposed by organizations which have restricted membership.

The nature of any initiation shall be outlined and presented in writing to the organization sponsor and the principal of the school for approval prior to the actual initiation. Hazing by students acting alone or with others is strictly prohibited. Any organization which permits an initiation to go beyond the scope of activities planned and previously approved will be suspended until reinstated by the principal.<sup>1</sup>

Sororities, fraternities, and all secret organizations are prohibited.

School groups, either continuing or ad hoc, are not permitted to use the school name in participating in public demonstrations or other activities outside the school unless prior written permission has been granted by the principal or his designated representative. In case of violation, appropriate action will be taken when in the judgment of the Superintendent of Schools circumstances warrant.

Legal Reference:  
  
1. TCA 49-2-120; TCA 49-6-3401

Cross Reference:  
  
Extracurricular Activities 4.300

# Johnson City Board of Education

|   |   |                     |                         |
|---|---|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Student Government/ <u>Council</u></b> | Descriptor<br>6.703 | Issued Date<br>4/5/2016 |
|   |   | Rescinds<br>6.703   | Issued<br>7/1/2000      |

1 Each school may establish an elected student **government**/council.

2  
3 The council shall be governed by its own constitution which shall be approved by the principal and faculty of  
4 the school. Defining the council's jurisdiction shall be a joint and cooperative effort of the principal, teachers,  
5 students, and the student government constitution.

6  
7 General purposes of the council shall be:

- 8  
9 1. To promote better relationships between staff and students;  
10  
11 2. To provide a communication channel for student opinion;  
12  
13 3. To promote organizational services for students and faculty;  
14  
15 4. To encourage positive attitudes, leadership, and citizenship; and  
16  
17 5. To contribute to the total educational growth of students.

18  
19 Suggestions from the student council shall be given administrative consideration for adoption and/or  
20 implementation.

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35 Cross Reference:

36 Student Involvement in Decisionmaking 6.3051  
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# Johnson City Board of Education

|   |                             |                     |                         |
|---|-----------------------------|---------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in<br>May | <b>Student Publications</b> | Descriptor<br>6.704 | Issued Date<br>3/1/2010 |
|   |                             | Rescinds<br>6.704   | Issued<br>7/1/2000      |

## STUDENT RIGHTS

~~The~~ Students shall be allowed to responsibly express himself themselves and to disseminate his their views in writing.<sup>1</sup>

Any student may submit articles and editorials for school-sponsored publications. The procedure for submission of materials shall be published and distributed to all students.

## STANDARDS

School-sponsored publications shall adhere to commonly accepted community standards, and no printed material may be distributed which:

1. Is obscene<sup>3</sup>
2. Is libelous<sup>4</sup>
3. May create a material and substantial disruption of the normal school activity or appropriate discipline in the school.<sup>5</sup>

## CONTROL AND SUPERVISION

Student publications shall be under the control of the principal. Each school shall have a faculty sponsor who reviews all publications proposed to be distributed in the school by a student or school group.<sup>2</sup>

## DISTRIBUTION

School authorities shall regulate the time, manner, place and duration for the distribution of student publications.

As it pertains to the school, distribution shall be defined as any manner of disseminating electronic, written or printed materials equally, systematically or merely at random to several or many persons on school grounds.

## APPEALS

If a request for distributing any portion of a student publication is denied by the faculty sponsor, the decision may be appealed to the principal, then to the Superintendent of Schools, and ultimately to the Board.

### Legal References:

1. U.S. Constitution, Amendment 1
2. Tinker v. Des Moines Independent Community District, 393 U.S. 503 (1969)
3. Sharley v. Northwest Ind. School District, 462 F. 2d 960, 970-71, 5th Cir., 1971
4. Schwartz v. Schuker, 298 F. Supp. 238, 242 (D.C.N.Y. 1969)
5. Braxton v. Municipal Ct., 10 Cal. 3d 138, 514 P. 2d 697, 109 Cal. Rptr. 897 (1973)

### Cross References:

- Use of Copyrighted Materials 4.404
- Use of the Internet 4.406
- Web Pages 4.407
- Controversial Issues 4.800

# Johnson City Board of Education

|  |   |                                   |                                 |
|--|---|-----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually, in<br/>March</b> | Descriptor Term:<br><b>Title IX &amp; Sexual Harassment</b> | Descriptor Code:<br><b>6.3041</b> | Issued Date:<br><b>04/05/21</b> |
|  |   | Rescinds:                         | Issued:                         |

1 *General*

2 In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment  
3 and discrimination on the basis of sex are prohibited.<sup>1</sup> This policy shall cover employees, employees'  
4 behaviors, students, and students' behaviors while on school property, at any school-sponsored activity,  
5 on school-provided equipment or transportation, or at any official school bus stop in accordance with  
6 federal law. This policy shall be disseminated annually to all school staff, students, and  
7 parent(s)/guardian(s).<sup>2</sup> The Title IX Coordinator as well as any personnel chosen to facilitate the  
8 grievance process shall not have a conflict of interest against any party of the complaint.<sup>3</sup> These  
9 individuals shall receive training as to how to promptly and equitably resolve student and employee  
10 complaints.<sup>3</sup>

11 All employees shall receive training on complying with this policy and federal law.<sup>4</sup>

12 **TITLE IX COORDINATOR**<sup>5</sup>

13 The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of  
14 sexual harassment. He/she shall be kept informed by school-level personnel of all investigations and  
15 shall provide input on an ongoing basis as appropriate.

16 Any individual may contact the Title IX Coordinator at any time using the information below:

17 Title: Dr. Robbie Anderson

18 Mailing address: P.O. Box 1517, Johnson City, Tennessee 37605

19 Phone number: 423-434-5200

20 Email: andersonr@jcschools.org

21 **DEFINITIONS**<sup>4</sup>

22 “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual  
23 harassment.

24 “Respondent” is an individual who is reported to be the perpetrator of conduct that could constitute  
25 sexual harassment.

26 “Sexual harassment” is conduct on the basis of sex that satisfies one or more of the following:<sup>3</sup>

- 1 1. A school district employee conditioning an aid, benefit, or service of an education program or  
2 activity on an individual's participation in unwelcome sexual conduct;
- 3
- 4 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and  
5 objectively offensive that it effectively denies a person equal access to the education program  
6 or activity; or
- 7 3. Sexual assault,<sup>6</sup> dating violence,<sup>7</sup> domestic violence,<sup>8</sup> or stalking<sup>9</sup> as defined in state and federal  
8 law.

9 Behaviors that constitute sexual harassment may include, but are not limited to:

- 10 1. Sexually suggestive remarks;
- 11
- 12 2. Verbal harassment or abuse;
- 13
- 14 3. Sexually suggestive pictures;
- 15
- 16 4. Sexually suggestive gesturing;
- 17
- 18 5. Harassing or sexually suggestive or offensive messages that are written or electronic;
- 19
- 20 6. Subtle or direct propositions for sexual favors; and
- 21
- 22 7. Touching of a sexual nature.
- 23
- 24 8. **Repeated unwanted contact either in person or electronically.**

25 Sexual harassment may be directed against a particular person or persons, or a group, whether of the  
26 opposite sex or the same sex.

27 "Supportive measures" are non-disciplinary, non-punitive, individualized services and shall be offered  
28 to the complainant and the respondent, as appropriate. These measures may include, but are not limited  
29 to, the following:

- 30 1. Counseling;
- 31
- 32 2. Course modifications;
- 33
- 34 3. Schedule changes; and
- 35
- 36 4. Increased monitoring or supervision.

37 The measures offered to the complainant and the respondent shall remain confidential to the extent that  
38 maintaining such confidentiality would not impair the ability of the school district to provide the  
39 supportive measures.

## 1 GRIEVANCE PROCESS

2 Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the  
3 Title IX Coordinator shall:

- 4 1. Promptly contact the complainant to discuss the availability of supportive measures;
- 5
- 6 2. Consider the complainant's wishes with respect to supportive measures;
- 7
- 8 3. Inform the complainant of the availability of supportive measures; and
- 9
- 10 4. Explain the process for filing a formal complaint.<sup>10</sup>

11 While the school district will respect the confidentiality of the complainant and the respondent as much  
12 as possible, some information may need to be disclosed to appropriate individuals. All disclosures shall  
13 be consistent with the school district's legal obligations and the necessity to investigate allegations of  
14 harassment and take disciplinary action.

15 Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance  
16 process has been completed. Unless there is an immediate threat to the physical health or safety of any  
17 student arising from the allegation of sexual harassment that justifies removal, the respondent's  
18 placement shall not be changed.<sup>11</sup> If the respondent is an employee, he/she may be placed on  
19 administrative leave during the pendency of the grievance process.<sup>12</sup> The Title IX Coordinator shall  
20 keep the ~~Director~~ **Superintendent** of Schools informed of any employee respondents so that he/she  
21 can make any necessary reports to the State Board of Education in compliance with state law.<sup>13</sup>

## 22 Complaints

23 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall  
24 immediately report such information to the Title IX Coordinator, however, nothing in this policy  
25 requires a complainant to either report or file a formal complaint within a certain timeframe. If the  
26 complaint involves the Title IX Coordinator, the complaint shall be filed with the ~~Director~~  
27 **Superintendent** of Schools.

28 If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate  
29 notification shall be made per the board policy on reporting child abuse.

30 Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:<sup>14</sup>

- 31 1. Provide written notice of the allegations, and the grievance process to all known parties to give  
32 the respondent time to prepare a response before an initial interview;
- 33
- 34 2. Inform the parties of the prohibition against making false statement or knowingly submitting  
35 false information;
- 36
- 37 3. Inform the parties that they may have an advisor present during any subsequent meetings; and
- 38

1           4. Offer supportive measures in an equitable manner to both parties.

2 If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal,  
3 shall be provided to both parties simultaneously.<sup>15</sup>

4           **Investigations**<sup>16</sup>

5 The Title IX Coordinator shall serve as the investigator and be responsible for investigating complaints  
6 in an equitable manner that involves an objective evaluation of all relevant evidence. The burden for  
7 obtaining evidence sufficient to reach a determination regarding responsibility rests on the school  
8 district and not the complainant or respondent.

9 Once a complaint is received, the investigator shall initiate an investigation within forty-eight (48)  
10 hours of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours, the  
11 investigator shall provide the Title IX Coordinator with appropriate documentation detailing the  
12 reasons why the investigation was not initiated within the required timeframe.

13 All investigations shall be completed within twenty (20) calendar days from the receipt of the initial  
14 complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall  
15 provide the Title IX Coordinator with appropriate documentation detailing the reasons why the  
16 investigation has not been completed.

17 All investigations shall:

- 18           1. Provide an equal opportunity for the parties to present witnesses and evidence;  
19
- 20           2. Not restrict the ability of either party to discuss the allegations under investigation or gather  
21 and present relevant evidence;  
22
- 23           3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that  
24 seek disclosure of information protected under a legally recognized privilege unless such  
25 privilege has been waived;<sup>17</sup>  
26
- 27           4. Provide the parties with the same opportunities to have others present during any grievance  
28 proceeding;  
29
- 30           5. Provide to parties whose participation is requested written notice of the date, time, location,  
31 participants, and purpose of all investigative interviews, or other meetings, with sufficient time  
32 for the party to prepare to participate;  
33
- 34           6. Provide both parties an equal opportunity to inspect and review any evidence directly related to  
35 the allegations in the formal complaint; and  
36
- 37           7. Result in the creation of an investigative report that fairly summarizes relevant evidence.  
38
  - 39           a. Prior to the completion of the investigative report, the investigator shall send to each  
40 party the evidence subject to inspection and review. All parties shall have at least ten

1 (10) days to submit a written response which shall be taken into consideration in  
2 creating the final report.

3 Within the parameters of the federal Family Educational Rights and Privacy Act,<sup>18</sup> the Title IX  
4 Coordinator shall keep the complainant and the respondent informed of the status of the investigation  
5 process. At the close of the investigation, a written final report on the investigation will be delivered to  
6 the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the  
7 ~~Director~~ Superintendent of Schools.

#### 8 **Determination of Responsibility**<sup>19</sup>

9 The respondent is presumed not responsible for the alleged conduct until a determination regarding  
10 responsibility is made at the conclusion of the grievance process.<sup>20</sup> The preponderance of the evidence  
11 standard shall be used in making this determination.<sup>21</sup>

12 The Title IX Coordinator shall act as the decision-maker. ~~He/she~~ They shall receive the final report of  
13 the investigation and allow each party the opportunity to submit written questions that he/she wants  
14 asked of any party or witness prior to the determining responsibility.

15 The decision-maker shall make a determination regarding responsibility and provide the written  
16 determination to the parties simultaneously along with information about how to file an appeal.

17 A substantiated charge against a student may result in corrective or disciplinary action up to and  
18 including expulsion. A substantiated charge against an employee shall result in disciplinary action up  
19 to and including termination.

20 After a determination of responsibility is made, the Title IX Coordinator shall work with the  
21 complainant to determine if further supportive measures are necessary. The Title IX Coordinator shall  
22 also determine whether any other actions are necessary to prevent reoccurrence of the harassment.

#### 23 **APPEALS**<sup>22</sup>

24 Either party may appeal from a determination of responsibility based on a procedural irregularity that  
25 affected the outcome, new evidence that was not reasonably available at the time of the determination  
26 that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator  
27 or any personnel chosen to facilitate the grievance process. Appeals shall be submitted to the Title IX  
28 Coordinator within ten (10) days of a determination of responsibility.

29 Upon receipt of an appeal, the Title IX Coordinator shall:

- 30 1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
- 31 31
- 32 2. Notify the parties in writing.

33 During the appeal process, the parties shall have a reasonable, equal opportunity to submit written  
34 statements. Within ten (10) calendar days, the hearing officer shall issue a written decision describing  
35 the result of the appeal and the rationale for the result. The written decision shall be provided  
36 simultaneously to both parties.

## 1 RETALIATION<sup>23</sup>

- 2 Retaliation against any person who makes a report or complaint or assists, participates, or refuses to  
3 participate in any investigation of an act alleged in this policy is prohibited.

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### Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v); TCA 36-3-601(10); TCA 71-6-302
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8); TCA 40-14-109
9. 34 USCA 12291(a)(30); TCA 39-17-315; TCA 36-3-601(11)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
17. 34 CFR § 106.45(b)(1)(x)
18. 20 USCA § 1232g
19. 34 CFR § 106.45(b)(7)
20. 34 CFR § 106.45(b)(1)(iv)
21. 34 CFR § 106.45(b)(1)(vii)
22. 34 CFR § 106.45(b)(8)
23. 34 CFR § 106.71

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### Cross References

- Section 504 and ADA Grievance Procedures 1.802  
 Discrimination/Harassment of Employees (Sexual, Racial,  
 Ethnic, Religious) 5.500  
 Complaints and Grievances 5.501  
 Staff-Student Relations 5.610  
 Code of Conduct 6.300  
 Student Discrimination, Harassment, Bullying, Cyber-  
 bullying, and Intimidation 6.304  
 Student Concerns 6.305  
 Reporting Child Abuse 6.409

# Johnson City Board of Education

|  |   |                      |                         |
|--|---|----------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Student Alcohol and Drug Testing</b> | Descriptor<br>6.3071 | Issued Date<br>4/5/2016 |
|  |   | Rescinds<br>6.3071   | Issued<br>4/6/2015      |

Students will be notified in writing at the beginning of each school year or at the time of enrollment that they are subject to testing for drugs and alcohol during the school year.<sup>1</sup> Principals are authorized to order drug tests for individual students when there is a reasonable cause to believe that:

1. The school board policy on alcohol and drug use has been violated;
2. A search of lockers, vehicles, persons, and/or containers will produce evidence of the presence of drugs and/or alcohol;
3. Through observation or other reasonable information reported by a teacher, staff member or other student that a student is using drugs and/or alcohol on school property.

Upon receiving reasonable information, the principal shall take the following steps:

1. Call the student into the principal's office or another private place;
2. Summon an appropriate witness to the proceeding and to assist in furtherance of the proceeding;
3. Inform the student of the information available to ~~him~~ them which is the basis for the determination that a test is necessary;
4. Inform the student of the procedures which are followed in administering the test;
5. Give the student an opportunity to decline the test and inform the student that if the test is not taken the penalty is suspension from school;
6. Notify the parent or guardian of the student of the impending test.

The appropriate witness shall take the student to a designated place and collect a specimen from the student. The specimen shall be taken in a manner which will protect the privacy rights of the students and which will assure that the integrity of the specimen itself is not compromised.

The type of specimen taken shall depend on the substance in question and the test performed on the specimen shall be appropriate for accurate detection of the substance in question. Once taken, the specimen shall be given an identifying number which in no way will reveal the identity of the student.

The specimen shall be forwarded for analysis to a laboratory accredited by the Tennessee Department of Health and Environment and designated by the Board.

1 Upon receiving a written, certified copy of the analysis from the laboratory, the principal shall do one of  
2 the following:

- 3
- 4 1. If the results of the analysis are negative, all evidence of the individual test, including all records  
5 in the school that the test was ordered and the reasons therefore, shall be destroyed.
- 6
- 7 2. If the results of the analysis are positive, the student and parents or guardian shall be given the  
8 written notice of the result. In addition, they shall receive referral information which shall  
9 include in-patient, out-patient, and community-based drug and alcohol treatment programs.

10  
11 In the case of positive results of the analysis, the principal shall suspend the student and **take further action,**  
12 **as necessary refer the matter to the disciplinary hearing authority for further action.**

### 13 14 **RANDOM DRUG TESTING**

15  
16 Participation in athletics, extra-curricular activities and driving on campus are privileges and not rights. High  
17 School students taking part in such activities may be subject to random drug testing as long as they participate  
18 in the activity.

19  
20 Testing procedures will be approved by the Board of Education. It is the intent of the Board that the  
21 procedures be carried out uniformly, fairly and confidentially to ensure the reliability and validity of the plan.  
22 Regulations and procedures developed to carry out this policy will be on file at the school and at the  
23 Superintendent of School's office.

24  
25  
26 \_\_\_\_\_  
27 Legal Reference:

28 TCA § 49-6-4213  
29

# Johnson City Board of Education

|  |                                    |                      |                         |
|--|------------------------------------|----------------------|-------------------------|
| Monitoring:<br><br>Review Annually, in April | <b>Safe Relocation of Students</b> | Descriptor<br>6.4081 | Issued Date<br>4/3/2017 |
|  |                                    | Rescinds             | Issued Date             |

1 Employees who are directly responsible for a student’s education or who otherwise interact within the scope  
2 of their assigned duties may relocate a student from the student’s present location to another location when  
3 such relocation is necessary for the student’s safety or the safety of others.<sup>1</sup> Such employees may also  
4 intervene in a physical altercation between two or more students or between a student and an LEA employee.  
5 Reasonable force may be used to physically relocate or intervene in a conflict if a student is unwilling to  
6 cooperate.<sup>2</sup> If an employee is unable to resolve the matter with the use of reasonable or justifiable force as  
7 required, the student shall be allowed to remain in place until such a time as local law enforcement officers or  
8 school resource officers can be summoned to relocate the student or take the student into custody until such a  
9 time as a parent or guardian can retrieve the student.

10 In the event that physical relocation becomes necessary, the teacher shall immediately file a brief report of the  
11 incident with the building principal. If the student's behavior constitutes a violation of the board's zero  
12 tolerance policy, then the report shall be placed in the student's permanent record. Otherwise, the report shall  
13 be kept in the student's discipline record, and not become a part of that student's permanent record. The  
14 principal or the principal’s designee shall notify the teacher involved of the actions taken to address the  
15 behavior of the relocated student.

16 The Superintendent of Schools shall create procedures to implement this policy consistent with State **and**  
17 **Federal** law. Each building principal shall fully support the employees' authority under this policy and fully  
18 implement the policy and procedures of the system.

19  
20  
21  
22  
23  
24  
25  
26  

---

Legal Reference:

1. TCA 49-6-4008
2. TCA 39-11-603, 609-614

# Johnson City Board of Education

|  |   |                                  |                                 |
|--|---|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in September</b> | Descriptor Term:<br><b>Surplus Property Sales</b> | Descriptor Code:<br><b>2.403</b> | Issued Date:<br><b>12/09/19</b> |
|  |   | Rescinds:                        | Issued:                         |

1 The ~~Director~~ **Superintendent** of Schools shall prepare a list of unusable items for Board approval.<sup>1</sup> The  
2 list shall contain the following information: name of item, date of purchase, and reason for disposal.

3 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general  
4 circulation at least seven (7) days prior to the sale.

5 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be  
6 disposed of without the necessity of bids. In order for such disposal without bids, the ~~Director~~  
7 **Superintendent** of Schools and the Board Chair shall agree in written form that the property is of no  
8 value or is of less value than five hundred dollars (\$500).<sup>2</sup>

9 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the  
10 Board shall approve other methods of disposal.<sup>3</sup>

11 Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall  
12 approve all surplus equipment prior to the materials being disposed of at the end of the school year.

## 13 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS<sup>4</sup>**

14 When equipment that was purchased with federal dollars is no longer needed for the original project or  
15 program or for other activities currently or previously supported by a federal agency, disposition of the  
16 equipment shall be made as follows:

- 17 1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be  
18 retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or  
19
- 20 2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained  
21 or sold, and the awarding agency shall have a right to an amount calculated by multiplying the  
22 current market value or proceeds from sale by the awarding agency's share of the equipment.  
23

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#### Legal References

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. TCA 49-6-2007; Public Acts of 2019, Chapter No. 413
3. TCA 12-2-403(a)
4. 2 CFR § 200.313

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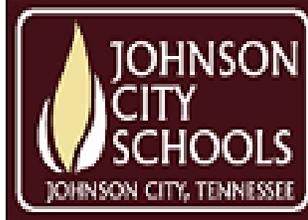
#### Cross References

- Duties of Officers 1.201
- Inventories 2.702
- Textbooks 4.401

Johnson City Schools  
Maintenance Department

2735 East Oakland Avenue  
Johnson City, TN 37601

(423) 434-5254  
Fax (423) 434-5256



Joe Barnes  
Maintenance Supervisor

Ed Cobb  
Assistant Supervisor

Kenneth Silvers, Jr.  
Assistant Supervisor

LeDonna Hughes  
Administrative Secretary

MEMO

DATE: March 20, 2022  
TO: Dr. Steve Barnett  
FROM: Joe Barnes, Maintenance Supervisor  
SUBJECT: Item to be declared surplus

---

Please consider this item to be deemed surplus to allow to be sold at public auction

1. 2006 Honda Odyssey, City asset number 89015, VIN number 5FNRL38616B121302.
2. 1999 Ford E350, City asset number 86436, VIN number 1FTSE34L2XHB42829.
3. 1997 Ford E350, City asset number 86428, VIN number 1FTJE34LOVHB32244.
4. 1992 Chevrolet Astro, City asset number 86422, Vin number 1GNDM15ZB212484

Thank you for your consideration  
Joe Barnes



# Indian Trail Intermediate School

---

307 Car-Mol Drive • Johnson City, Tennessee 37601 • Phone 423-610-6000 • Fax 423-610-6010

Dr. James Jacobs  
Principal

Lucretia Stephens  
Assistant Principal

Dr. Allecia Frizzell  
Assistant Principal

**Date: March 22, 2022**

**To: Steve Barnett, Leia Valley**

**From: James Jacobs**

**RE: Two Way Radio purchase request**

**We request board approval to purchase 40 Motorola DTR700 radios from Two Way Radio Gear, Inc. For a total of \$12,364.30. These radios will be used for communication between the classrooms and school staff. The account to be used to Purchase the radios is the Indian Trail Intermediate School Equipment account number L 141 71100 722 000 00004 016.**

**Thank you!**

**Two Way Radio Gear, Inc.**  
 3245 Okeechobee Road  
 Ft. Pierce, FL 34947  
 USA

Voice: 800-984-1534  
 Fax: 888-229-0760

# QUOTATION

Quote Number: 031522-PAQ1-INDIAN  
 Quote Date: Mar 15, 2022  
 Page: 1

**Quoted To:**  
 Indian Trail Intermedicate School  
 Alice Anne Goodman  
 307 Car-Mol Drive  
 Johnson City, tx 37601

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| INJOTN001   | 4/14/22   | Prepaid       | PA        |

| Quantity | Item       | Description  | Unit Price       | Amount          |
|----------|------------|--|------------------|-----------------|
| 30.00    | DTR700     | Motorola DTR700 900MHz 1 Watt 50 Channel Display Radio - Includes Radio, Antenna, PMNN4578 Battery, Carry Holster, Desk Top Charger, and 2 Year Warranty | 308.97           | 9,269.10        |
| 1.00     | HC         | Handling Charge  | 5.50             | 5.50            |
| 1.00     | NCShipping | No Charge Shipping   |                  |                 |
| 30.00    | Program    | Radio Programming: PENDING   |                  |                 |
|          |            |  | <b>Subtotal</b>  | <b>9,274.60</b> |
|          |            |  | <b>Sales Tax</b> |                 |
|          |            |  | <b>TOTAL</b>     | <b>9,274.60</b> |



**Two Way Radio Center**

**REFERENCE** Quote - 213001  
**DATE** 19th Mar 2022  
**SALES REP** Billy Daubenmire  
**TOTAL DISCOUNT** \$104.70

**FROM:**  
**twowayradiocenter.com**  
3195 J Verne Smith Parkway  
Greer  
South Carolina  
29650  
T: 855-770-7194

**TO:**  
ALICE GOODMAN  
INDIAN TRAIL INTERMEDIATE SCHOOL  
307 CAR MOL DRIVE  
JOHNSON CITY, Tennessee, 37601-1138  
United States  
T: 4236106000  
Email: goodmana@jcschools.org

| IMAGE  | PRODUCT         | QTY | PRICE    | DISCOUNT PRICE | TOTAL      |
|--|-----------------|-----|----------|----------------|------------|
|  | Motorola DTR700 | 6   | \$349.00 | \$331.55       | \$1,989.30 |

Subtotal: \$2,094.00  
Discount: \$104.70  
Shipping: Calculated at checkout  
**Total: \$1,989.30**

**Terms & Conditions**

Hello. Quotes are valid for 30 days from the date of purchase. Should you have any questions, please do not hesitate to call us at 855-770-7194 for assistance. Thank you for the opportunity to earn your business!



Mobile  
Communications  
America

Mobile Communications America  
134 Williams St  
Bristol, VA 24201  
Phone: 276-669-5311  
Fax:

**QUOTATION**  
**352000320**

Page 1

**Bill To:**  
Cash Sales - Bristol  
101 Williams Street  
Bristol, VA 24201

**Ship To:**  
Cash Sales - Bristol  
101 Williams Street  
Bristol, VA 24201

**Contact:**  
**Contact #:**

**Contact:**  
**Contact #:**

| Date: 03/18/2022                 |              | Customer #: H530   | Terms: PREPAY |            |           |
|----------------------------------|--------------|--|---------------|------------|-----------|
| Qty                              | Item         | Description  | U/M           | Unit Price | Extended  |
| INDIAN TRAIL INTERMEDIATE SCHOOL |              |  |               |            |           |
| 30                               | DTS150NBDLAA | DTR700 Two-Way Radio 50-Channel 900 MHz<br>PROGRAM TO EXISTING RADIOS<br>CUSTOMER PROVIDES WORKING RADIO<br>CUSTOMER PICKUP IN BRISTOL SHOP FOR<br>PROGRAMMING | EA            | 355.00     | 10,650.00 |

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Please contact customer representative by phone or email with any questions:

Customer Rep: Randy Edwards  
Phone #:  
Email: randyedwards@callmc.com

Subtotal : \$10,650.00  
Tax : \$564.45  
Total Quote : \$11,214.45

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.



Communications



AMERZON

LONDENT

## MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

MCA & "Company" shall mean Mobile Communications America, Inc. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

**CONDITIONS OF ACCEPTANCE OF ORDER:** Mobile Communications America, Inc.'s acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

**CANCELLATION:** In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted; or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

**DELIVERY:** Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment; but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

**SHORTAGES AND DEFECTS:** Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

**TERMS AND METHODS OF PAYMENT:** Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such



Communications



LONGENT

amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Delaware and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Delaware. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

**STANDARD TERMS:** If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

**STANDARD TERMS WITH CREDIT:**

- A. Up to \$50,000.00 - Net within 30 days after date of invoice.
- B. Over \$50,000.00 require the below Milestone payments:
  - 40% down at order entry
  - 50% at shipment
  - 10% within 30 days of invoice or completion of installation, if applicable.

**NON-STANDARD CREDIT TERMS:** Negotiable prior to order acceptance.

**NON-STANDARD PAYMENT TERMS:** Subject to convenience fees.

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

**LATE FEES:**

If payment is outstanding after a 7 day grace period, 1.5% of the total past due amount will be added to the balance.

All quotations reflect U.S. Dollars.  
All payments must be made in U.S. funds.

**TAXES:** The prices stated in this order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

**GENERAL:** The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Delaware. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

**PATENT, COPYRIGHT AND TRADEMARKS:**

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment

associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

- B. REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.

**C. LOGOS AND TRADEMARKS:**

The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

**FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

**LIMITATIONS:**

- A. LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.
- B. INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all insurance, if any, that is desired and that MCA does not represent or warrant that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

**THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.**



# Proposal

03/15/22 13:58:31 CST Page - 1

Quote Date: 03/15/22 Branch 20132

Quote Number: 517245

Customer/Prospect Number 5476169

INDIAN TRAIL INTERMEDIATE SCHOOL  
307 CAR-MOL DR  
JOHNSON CITY TN 37601

Customer Contact: ALICE GOODMAN Email: GOODMANA@JCSCHOOLS.ORG  
Phone Number: 423 610-6000 Delivery Instr:

| Quantity  | Part Number                               | Unit Price            | Extended Price |
|---|---|-----------------------|----------------|
| 30  | DTS150NBDLAA<br>MOT DTR700 1W 900MHZ 50CH | 380.00                | 11,400.00      |
| Quote valid until 04/14/22 Confidential and Proprietary |   | Sub Total             | 11,400.00      |
| X _____<br>Customer Signature                           |   | Shipping and Handling | TBD            |
|   |   | Tax                   | TBD            |
|   |   | Total                 | 11,400.00      |

Check with your Bearcom executive for current Motorola financing promotions through LCA

|                  |          |                  |        |                  |        |                  |        |                  |        |
|------------------|----------|------------------|--------|------------------|--------|------------------|--------|------------------|--------|
| <u>12 Months</u> | 1,028.76 | <u>24 Months</u> | 557.31 | <u>36 Months</u> | 390.50 | <u>48 Months</u> | 313.45 | <u>60 Months</u> | 268.70 |
|------------------|----------|------------------|--------|------------------|--------|------------------|--------|------------------|--------|

Click on the Link to APPLY NOW: <http://mylease.leasecorp.com/bearcom>

JIM DIVELEY  
Account Executive  
Jim.Diveley@BearCom.com

NASHVILLE Office





**TWO Locations to Serve You**  
 Sevierville • Pigeon Forge • Gatlinburg • Johnson City • Kingsport • Bristol  
 144 Knife Works Lane • 3217 Hanover Road  
 Sevierville, TN 37876 • Johnson City, TN 37604  
 (865) 453-2300 • (423) 283-0618

|                 |           |
|-----------------|-----------|
| <b>INVOICE</b>  |           |
| <b>21002122</b> |           |
| DATE            | 3/16/2022 |
| TERMS           | Net 15    |
| CUST PO #       | QUOTATION |
| SHIP VIA        |           |
| SHIP DATE       |           |

**\*21002122\***

**Bill To:**  
 JOHNSON CITY SCHOOLS  
 P.O. BOX 1517  
 JOHNSON CITY, TN 37605

**Ship To:**  
 JOHNSON CITY SCHOOLS  
 P.O. BOX 1517  
 JOHNSON CITY, TN 37605

PAGE #: 1

| QTY. | ITEM NO.         | DESCRIPTION  | PRICE      | DISC | EXTENDED     |
|------|------------------|--|------------|------|--------------|
| 30   | MOT DTS150NBDLAA | <b>*QUOTATION*</b><br>DTR 700 900MZH PORTABLE (PROGRAMMING FREE WITH PURCHASE) | \$422.05   |      | \$12,661.50  |
| -1   | DISCOUNT         | DISCOUNT - CUSTOMER SALES  | \$2,220.00 |      | (\$2,220.00) |

NOTES:  
INDIAN TRAILS

**SUBTOTAL** \$10,441.50  
**SHIPPING** \$0.00  
**SALES TAX** \$0.00

**AUTHORIZED BY:** \_\_\_\_\_ PRINT Name

**BALANCE DUE BY** \$10,441.50  
**3/31/2022**

**SIGNATURE :** \_\_\_\_\_ **DATE :** \_\_\_/\_\_\_/\_\_\_

Please Remit Payments To:  
 Land Air Total Communications  
 PO Box 37  
 Kodak, TN 37764

PLEASE REMIT IN A TIMELY MANNER. PAST DUE ACCOUNTS ARE SUBJECT TO ADDITIONAL SERVICE CHARGES AND/OR DISCONNECTION OF SERVICE.

**Tenure List April 2022**

**Towne Acres Elementary School**  
Chad Moore

# BOARD OF EDUCATION CALENDAR OF EVENTS

## April 2022

**April 4, 2022**

April 15, 2022

April 18, 2022

**Regular Board Meeting, 6 p.m., Board Room**

Vacation for students

Built-in Snow Day

## May 2022

**May 2, 2022**

May 26, 2022

May 28, 2022

(TBD)

May 30, 2022

TBD

**Regular Board Meeting, 6 p.m., Board Room**

Last Day of School for 19-20 SY – ½ day for students

Administrative Day

SHHS Graduation, 10 a.m.

Holiday for All Schools and All 12-month employees

BOE Retreat

## June 2022

**June 6, 2022**

**Regular Board Meeting, 6 p.m., Board Room**

## July 2022

July 4, 2022

**July 5, 2022 (TBD)**

Independence Day Holiday for all 12-month employees

**Regular Board Meeting, 6 p.m., Board Room (Subject to change)**

*April 7, 2022*

*April 15, 2022*

*April 17, 2022*

*April 21, 2022*

*City Commission Meeting, 6 p.m., City Hall*

*Good Friday*

*Easter Sunday*

*City Commission Meeting, 6 p.m., City Hall*

*May 5, 2022*

*May 5, 2022*

*May 8, 2022*

*May 19, 2022*

*May 30, 2022*

*Cinco de Mayo*

*City Commission Meeting, 6 p.m., City Hall*

*Mother's Day*

*City Commission Meeting, 6 p.m., City Hall*

*Memorial Day*

*June 2, 2022*

*June 16, 2022*

*June 19, 2022*

*City Commission Meeting, 6 p.m., City Hall*

*City Commission Meeting, 6 p.m., City Hall*

*Fathers' Day*

*July 7, 2022*

*July 4, 2022*

*July 21, 2022*

*City Commission Meeting, 6 p.m., City Hall*

*Independence Day*

*City Commission Meeting, 6 p.m., City Hall*

**CERTIFIED LEAVE**

Phillips, Erica

Deaf Education Teacher  
Liberty Bell Middle  
3/29---5/16/2022

**CERTIFIED INTERIMS**

Greenwell, Kaitlyn

7<sup>th</sup> Grade ELA Teacher  
Liberty Bell Middle  
2/9---4/4/2022  
For: S. Johnson

McKay, Maisie

Deaf Education Teacher  
Liberty Bell Middle  
3/29----5/16/2022  
For: E. Phillips

Dugan, Heather

Librarian  
Fairmont Elementary  
3/21---5/9/2022

**CERTIFIED TEMPORARIES**

Frank, Sara

PreK Teacher  
Fairmont Elementary  
Replace: J. Ahrens

**CERTIFIED RESIGNATION**

Jeffries, Tyree

PE Teacher  
Mtn. View Elementary  
ESY 2021-2022

O'Patrick-Ollis, Michelle

Art Teacher  
Indian Trail Intermediate  
ESY 2021-2022

**CLASSIFIED RESIGNATION**

|                  |  |
|------------------|--|
| Willis, Madison  | EduCare Assistant<br>Part Time<br>Mtn. View elementary<br>6/24/2022                |
| Bryant, Morgan   | Permanent Substitute Teacher<br>Full Time<br>Indian Trail Intermediate<br>3/6/2022 |
| Greer, Keith     | Custodian<br>Full Time<br>South Side Elementary<br>3/4/2022                        |
| Austin, Jennifer | Special Education Assistant<br>Full Time<br>Science Hill 10/12<br>3/18/2022        |
| Aliff, Cody      | Technology Assistant<br>Full Time<br>North Side Elementary<br>3/11/2022            |
| Smart, Crystal   | Food Service<br>Part Time<br>Johnson City Schools<br>3/1/2022                      |
| White, Andrea    | EduCare Assistant<br>Part Time<br>South Side Elementary<br>2/28/2022               |
| Hanshew, Katelyn | EduCare Assistant<br>Part Time<br>Mtn. View Elementary<br>5/4/2022                 |

**CLASSIFIED LEAVE**

|                  |   |
|------------------|---|
| Phillips, Karen  | Special Education Assistant<br>Full Time<br>Science Hill 10/12<br>3/21---ESY 2021-2022  |
| Holmes, Kimberly | Special Education Assistant<br>Full Time<br>Science Hill 10/12<br>2/16---5/11/2022      |
| Carper, Jennifer | Special Education Assistant<br>Full Time<br>Indian Trail Intermediate<br>4/4---6/6/2022 |

**CLASSIFIED HIRES**

|                  |   |
|------------------|---|
| Callanan, Lisa   | Student Support Receptionist<br>Part Time<br>Science Hill 10/12<br>Replace: C. Elliott      |
| Whitt, Caitlin   | Crossing Guard<br>Part Time<br>Towne Acres<br>Replace: A. Blankenship                       |
| Smith, McKenzie  | Assistant Softball Coach<br>Part Time/Seasonal<br>Liberty Bell Middle<br>Replace: R. Norris |
| Vance, Elizabeth | Instructional Assistant<br>Part Time<br>Lake Ride Elementary<br>Replace: S. Hummell         |
| Moore, Erin      | Instructional Assistant<br>Part Time<br>Liberty Bell Middle<br>Replace: J. Siemens          |

Cardwell, Michael

Special Education Assistant  
Full Time  
Liberty Bell Middle

Miller, Taylor

Instructional Assistant  
Part Time  
Woodland Elementary  
Replace: J. Arredondo

Hudson, Jessica

Interim Library Media Assistant  
Full Time  
Mtn. View Elementary  
3/21----5/2/2022  
For: Rhodes, A

*Dr. Robbie Anderson*

*Director of  
Accountability &  
School Improvement*

# Johnson City Schools



*Central Office  
(423) 434-5220  
(423) 218-0549 fax  
[andersonr@jcschools.org](mailto:andersonr@jcschools.org)*

## **MEMO**

DATE: March 28, 2022  
TO: Meranda Burd  
FROM: Dr. Robbie Anderson  
SUBJECT: Board Agenda

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Please place the following donation on the next Board agenda.

Johnson City Schools Homeless Education Program:  
Graphic Disorder-- \$1,500.00 for washer and dryer to be purchased and delivered and set up



## Cherokee Elementary School

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2100 Cherokee Rd \* Johnson City, TN 37604 \* Phone 423-434-5281 \* Fax 423-434-5591

Richard Hutson  
Principal

To: Dr. Steven Barnett

From: Mr. Richard Hutson

Date: March 21, 2022

Reference: Requesting Board of Approval

Cherokee Elementary is requesting permission to accept a check from Coca Cola Give for \$34.80.

C. Demelo

A handwritten signature in black ink, which appears to read "Richard P. Hutson".



# MOUNTAIN VIEW MUSTANGS

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TO: Dr. Steve Barnett  
FROM: Dr. Melissa Stukes *MS*  
RE: Board Approval - Donation  
DATE: March 21, 2022

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Mountain View Elementary School requests approval to accept a donation on behalf of Aarushi Raj, a Science Hill High School student & United Way of East Tennessee Highlands for a book drive. It was Aarushi's vision and hope that these donations will give the staff the additional resources needed to encourage the students to begin, and continue, the lifelong literacy journey. A check for \$366.69 has been received and receipted in Skyward into the Donations #1 account.

Prepared by: at

---

907 King Springs Road  
Johnson City, TN 37601

***Mountain View Elementary School***

Melissa Stukes, Ed.D., Principal  
JoDee Dotson, Ed.D., Assistant Principal  
Janet Courtney, Secretary

Phone: 423-434-5260  
Fax: 423-434-5596



# North Side Navigators

---

**Date: March 22, 2022**

**To: Dr. Steve Barnett, Leia Valley**

**From: Dr. Sharon Pickering**

**Re: United Way / Aarushi Raj donation**

We request board approval for the Aarushi Raj, Science Hill High School student and United Way of East Tennessee Highlands for \$366.69. This donation will be used to purchase books for the school.

Thank you,

LaQuata Lazenby

**DR. SHARON D. PICKERING, PRINCIPAL  
1000 NORTH ROAN STREET  
JOHNSON CITY, TN 37601**

**(423) 434-5249 (PHONE)**

**(423) 434-5295 (FAX)**



# North Side Navigators

---

**Date: March 22, 2022**

**To: Dr. Steve Barnett, Leia Valley**

**From: Dr. Sharon Pickering**

**Re: St. John's Episcopal Church donation**

We request board approval for the St. John's Episcopal Church donation for \$82.50. This donation will be used to purchase school supplies.

Thank you,

LaQuata Lazenby

**DR. SHARON D. PICKERING, PRINCIPAL  
1000 NORTH ROAN STREET  
JOHNSON CITY, TN 37601**

**(423) 434-5249 (PHONE)**

**(423) 434-5295 (FAX)**



## South Side School

*Our vision for South Side School is one of shared commitment to every learner. We strive to provide an environment of high expectations where all children's needs are met in a caring way as they achieve, on a journey towards excellence.*

**Kaytee Jones, Ed.S.**  
Principal

1011 Southwest Ave.  
Johnson City, TN 37604  
Phone: 423-434-5290  
Fax: 423-434-5291

**Jami Luzadder**  
Administrative Assistant

To: Dr. Barnett, Superintendent and the Board of Education  
From: Kaytee Jones, Principal  
Subject: Request for Board Approval  
Date: March 1, 2022

South Side School requests Board Approval to accept a \$1291.00 grant from South Side PTA for the Scholastic Book Fair. This grant was given to students that participated in the PTA Read-A-Thon to purchase books.

Thank you for your continued support of our students and faculty at South Side.

*Kaytee Jones*



## South Side School

*Our vision for South Side School is one of shared commitment to every learner. We strive to provide an environment of high expectations where all children's needs are met in a caring way as they achieve, on a journey towards excellence.*

**Kaytee Jones, Ed.S.**  
Principal

1011 Southwest Ave.  
Johnson City, TN 37604  
Phone: 423-434-5290  
Fax: 423-434-5291

**Jami Luzadder**  
Administrative Assistant

To: Dr. Barnett, Superintendent and the Board of Education  
From: Kaytee Jones, Principal  
Subject: Request for Board Approval  
Date: March 9, 2022

South Side School requests Board Approval to accept a \$3500.00 grant from Battelle Education. This grant was given to Nancy Miles to purchase STEM material for her classroom.

Thank you for your continued support of our students and faculty at South Side.

*Kaytee Jones*



## South Side School

*Our vision for South Side School is one of shared commitment to every learner. We strive to provide an environment of high expectations where all children's needs are met in a caring way as they achieve, on a journey towards excellence.*

**Kaytee Jones, Ed.S.**  
Principal

1011 Southwest Ave.  
Johnson City, TN 37604  
Phone: 423-434-5290  
Fax: 423-434-5291

**Jami Luzadder**  
Administrative Assistant

To: Dr. Barnett, Superintendent and the Board of Education  
From: Kaytee Jones, Principal  
Subject: Request for Board Approval  
Date: March 21, 2022

South Side School requests Board Approval to accept a \$366.69 grant from United Way of East TN Highlands. This grant was given to purchase books.

Thank you for your continued support of our students and faculty at South Side.

*Kaytee Jones*



**FROM THE DESK OF HOLLY FLORA, PRINCIPAL  
LIBERTY BELL MIDDLE SCHOOL**

March 14, 2022

To: Dr. Steve Barnett, Superintendent Johnson City Schools  
Johnson City School's Board of Education

Liberty Bell Middle School requests permission to accept a donation from the Science Hill Softball Booster Club in the amount of \$1629.75. This donation will help provide uniforms for the softball team.

Your consideration is greatly appreciated.

Respectfully Submitted,



Holly Flora, Principal  
Liberty Bell Middle School



**MEMO**

To: Dr. Steve Barnett, Superintendent

From: Dr. Josh Carter, Principal

Date: March 14, 2022

Re: Approval

Science Hill is requesting permission from the Johnson City Board of Education to accept the following donations:

- RICHARD MANAHAN \$1,000.00 DONATION #90003
- RICHARD MANAHAN \$1,000.00 GOLF #95006
- RICHARD MANAHAN \$2,000.00 BOYS/GIRLS WRESTLING \$1,000 EA #95015
- ROBERT COOPER \$100.00 DONATION #90002
- GIRLS SOCCER BOOSTER \$2,855.00 GIRLS SOCCER #95008
- SOFTBALL BOOSTER \$833.58 SOFTBALL #95009
- PROM DRESSES TO THE CLOTHES CLOSET
- JAMES POWELL/CATHY ESSIN \$1,500.00 SKILLS USA CONSTRUCTION #80714
- ANTHONY EVERHART \$1,000.00 TENNIS #95011
- BRADLEY PETERSON \$75.00 TENNIS #95011
- W.DAVID BROWN \$100.00 TENNIS #95011
- ABOLGHASEM KORDAMIRI \$100.00 TENNIS #95011
- BART/DANIELLE RICHARDSON \$50.00 TENNIS #95011
- ROBERT COX \$100.00 TENNIS #95011
- DAVID TEMPLE \$50.00 TENNIS #95011
- ROY JOSE ALCOSEBA MARTINEZ \$100.00 TENNIS #95011
- WENDY OWEN \$50.00 TENNIS #95011

Thank you.

## 2022 Board Committee Reports

1. Athletic Committee – Robert Williams, Michelle Treece and Herb Greenlee
2. Communications Committee – Beth Simpson and Michele Treece
3. Curriculum Council: (Usually the 4<sup>th</sup> Tuesday of every month from 4-6 p.m. but dates are subject to change - no meeting in June, July, or December)
  - January 25, 2022 – Beth Simpson
  - February 22, 2022 – Dr. Ginger Carter
  - March 29, 2022 – Herb Greenlee
  - April 26, 2022 – Kathy Hall
  - May 17, 2022 – Michelle Treece
  - August 23, 2022 – Robert Williams
  - September 27, 2022 – Tom Hager
  - October 25, 2022– Michelle Treece
  - November 22, 2022 – Kathy Hall
4. Facilities/Capital Improvements/Site Selection Committee – Kathy Hall, Herb Greenlee, Tom Hager, Robert Williams and Dr. Ginger Carter
5. Finance Committee – Kathy Hall, Beth Simpson, Tom Hager and Robert Williams
6. Foundation Board – Kathy Hall and Herb Greenlee
7. Policy Committee – Kathy Hall, plus one other Board Member:

| <u>Section</u>                | <u>Committee Meets</u> | <u>Board Review</u><br><u>5:00 p.m.</u> | <u>Board Member</u> |
|-------------------------------|------------------------|---|---------------------|
| Five – Personnel              | January                | February                                | Michelle Treece     |
| One – School Board Operations | August                 | November                                | Beth Simpson        |
| Three – Support Services      | September              | November                                | Herb Greenlee       |
| Four – Instructional Services | October                | November                                | Dr. Ginger Carter   |
| Two – Fiscal Management       | November               | February                                | Robert Williams     |
| Six – Students                | December               | February                                | Tom Hager           |

8. School Zone Assignment Advisory Committee – Kathy Hall, Michelle Treece and Tom Hager
9. Sick Leave Bank Trustee (Second year of a three-year term) – Tom Hager
10. Superintendent’s Compensation Committee – Robert Williams (Chair) and Kathy Hall
11. Tennessee Legislative Network (TLN) – Beth Simpson
12. Safety Security Committee - Kathy Hall, Michelle Treece and Dr. Ginger Carter

***JOHNSON CITY  
BOARD OF EDUCATION  
UPCOMING MEETINGS***

- **May 2, 2022 Regular Board Meeting, 6 p.m., Board Room**
- **June 6, 2022 Regular Board Meeting, 6 p.m., Board Room**
- **July 5, 2022 (TBD) Regular Board Meeting, 6 p.m., Board Room (Subject to change)**