

Johnson City Board of Education Regular Meeting

March 6, 2023 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

Students from Cherokee

1.D. Opening

Students from Cherokee

1.E. Art work on display

Students from Cherokee

1.F. Update on Cherokee

Mr. Richard Hutson, Principal

2. RECOGNITIONS

3. ADOPTION OF AGENDA

4. CORRESPONDENCE, DELEGATIONS AND COMMUNICATIONS

5. REPORTS FROM SUPERINTENDENT AND STAFF

5.A. Building Projects Update

Mr. Brian Ross

5.B. Financial Report Ending January 31, 2023

Ms. Leia Valley

5.C. Update on Sales Tax - PEP

Ms. Leia Valley

6. UNFINISHED BUSINESS

7. CONSENT AGENDA

7.A. Approval of Minutes

7.B. Proposed Fundraising Activities

- 7.C. Request to write checks over \$5,000
- 7.D. Request to Transfer Funds
- 7.E. Overnight Fieldtrip Requests
- 7.F. Request to purchase the On-Line Enrollment add-on through PowerSchool
- 7.G. Math Textbook Selection Process and Recommendations
- 7.H. Approval of the "Project Lead the Way" computer science grant for Liberty Bell Middle School

8. RECOMMENDATIONS FROM THE SUPERINTENDENT FOR ACTION

- 8.A. First Reading - Policies - Section 2 (Fiscal Management), Section 5 (Personnel) and Section 6 (Students)
- 8.B. First Reading - Policy 4.603 Promotion and Retention

9. NEW BUSINESS

- 9.A. Current Meeting Communication Follow Up

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

JCS Board of Education

Recognitions for February

March 6, 2023

I. Johnson City Schools Building Level Teachers of the Year

TEACHER	SCHOOL	GRADE LEVEL
Gabriel Bilicki-Roy	Cherokee	PreK-4
Leslie Snapp	Fairmont	PreK-4
Rebecca Weems	Lake Ridge	PreK-4
Anna Armstrong	Mountain View	PreK-4
Robin Murphy	North Side	PreK-4
Adrienne Cook	South Side	PreK-4
Angie Smith	Towne Acres	PreK-4
Kelly Lane	Indian Trail	5-8
Misty Davis	Indian Trail	5-8
Galina Rozhkova	Indian Trail	5-8
Becky Edmisten	Liberty Bell	5-8
Alan Sutphin	Liberty Bell	5-8
Emily Steven	JC Virtual Academy	6-12
Josh Berry	Science Hill	9-12
Jim Brown	Science Hill	9-12
Jeff Kleven	Science Hill	9-12
Russell Minatel	Science Hill	9-12
Larissa Trivette	Science Hill	9-12

II. Johnson City Schools District Level Teachers of the Year

TEACHER	SCHOOL	GRADE LEVEL
Dr. Kristi Presley	Woodland	PreK-4
Nicole Cross	Liberty Bell M.S.	5-8
Jackie Smith	Science Hill H.S.	9-12

III. Science Hill Students Earning All State Orchestra Honors

- a. Ellen Hong
- b. Michael Hu
- c. Gabrielle Odom
- d. Olivia Simmons

IV. Science Hill Students Earning All State Band Honors

- a. Jordan Cathelyn: 11/12 Tenor Saxophone (3-time All State)
- b. Kaylyn Hodge: 9/12 Flute
- c. Christine Holley: 11/12 Flute (4-time All State)
- d. Ethan Rich: 11/12 Alto Saxophone

V. TVA Grant:

South Side- Hayley Robinette, 1st Grade

Lake Ridge- Hannah Hess, 3rd Grade

VI. JC Rotary: Support and participation in the recent JC Schools Spelling Bee.

JOHNSON CITY SCHOOLS

Building Projects Update

2/23/23

Lake Ridge Elementary – 8 Classroom Addition; HVAC Upgrade; Site Improvements (\$9.7m)

- Addition: Substantially complete; Remaining flooring installation planned for spring break
- HVAC Upgrades: Zone 4 expected to be complete March 10th; Zone 2 (Apr-May); Zone 13(May-Jun); Zone 8 (Mar-Jun)
- Site: Final paving, playground, and basketball court completion based on warm weather conditions
- Substantial Completion: Jun 2023

Science Hill High – Science Labs & CDC Rooms Renovation (\$6.1m)

- Phase 3 (Two science classrooms): Complete
- Phase 4 (Four science classrooms): In progress (Mar-Jul)
- Phase 5 (Three science classrooms): Jun-Sep
- Phase 6 (Three science classrooms): Sep-Jan
- Substantial Completion: Jan 2024

Towne Acres Elementary – Courtyard Screening (\$379k)

- Substantial Completion: End of Feb 2023

Indian Trail Middle School – Field House Renovation

- Improvements include enclosing existing patio to create one team meeting room and installing new exterior side entrances to restrooms; Existing concessions to be re-purposed as equipment storage
- Design is in progress

**SCHOOL BOARD AGENDA ITEM
MARCH 2023 MEETING**

ACTION ITEM

TOPIC: Financial Report for the month ending January 31, 2023.

BACKGROUND INFORMATION:

The un-audited financial report for the month ending January 31, 2023 is attached for your review.

Revenues:

Revenues for the month of January totaled \$10,767,892 primarily consisting of the State BEP Payment, Local Option Sales Tax, Property Tax and the monthly appropriation from the City. Property Tax Revenues for the month totaled \$4,179,929. Property tax collections through January are 14.6% above January 2022.

Total Local Option Sales Tax Revenues to be received in January is \$1,781,233. However, Johnson City Schools did not receive January's payment from Washington County due to staffing on leave in the Trustee's office. The Trustee's office explained what happened and the funds were sent in February (see PEP-Sales Tax Report). A receivable was recorded for the sales tax revenue and is reflected in the total revenue amount. Through January, Local Option Sales Tax collections has seen an increase of 15.4% above last year.

At the end of January, revenues totaled \$49,331,004 for the year. Total Revenues were up 5.7% from January 2022. Total revenues collected through January were at 59.3% of the budget. This is slightly improved from January 2022, which was at 58.2% of the budget.

Expenditures:

Expenditures for the month of January totaled \$7,097,117. Total expenditures for the year through January were \$46,141,644. Total expenditures were 11% above January 2022. Total expenditures at the end of January were at 52.2% of the budget. That is increased from January 2022 in which total expenditures were at 50.5% of the budget.

Fund Balance:

Total Fund Balance as of January 31, 2023 was \$20,505,915. Fund balance exceeded the fund balance target by \$6,946,503. This is the time of year is when the majority of property tax collections is received and fund balance increases. The fund balance should reach the high point of the year in March or April.

Tax Rate Information:

Included are the updated tax rates for the surrounding systems for 2022. Unicoi County had a reappraisal year in 2022. Kingsport City had a \$0.12 increase in rates. Hawkins County increased \$0.15. Bulls Gap and Surgoinsville had minimal increases. A column has been added to the Tax Rate information to show what the combined City and County property tax rate is for each locality.

ESSER 2.0:

Beginning the 22-23 school year, remaining funds of the ESSER 2.0 grant totaled \$2,559,394.76 of the original \$6,181,120.19 allocation. The remaining funds are to be obligated by September 30, 2023. Johnson City Schools is on track to spend the remaining funds by June 30, 2023. Budgeted from ESSER 2.0 for 22-23 includes: a new bookmobile vehicle, attendance support staff, SHHS Classroom renovations, IXL annual subscription, RTI-B position, Literacy Collection for the RTI program, CASE 21 subscription, StopIt Platform, and ESSER Admin Support. At the next Finance Committee meeting we will review over what has been spent to date in detail.

ESSER 3.0:

Beginning the 22-23 school year, remaining funds of the ESSER 3.0 grant totaled \$7,983,404.77 of the original \$13,881,917.90 allocation. The remaining funds are to be obligated by September 30, 2024. The remaining funds are budgeted for the following positions for 22-23: Family Liaison position, Band Instructor, GAB Lab Teacher, Career Coach, Math Coach, RTI Personnel, Orchestra Instructor, and 3 part-time educational assistants. Also budgeted is the IXL subscription for 23-24, June 2023 Summer School (high school), class-size reduction teachers for 22-23 and 23-24, the Woodland HVAC renovations, the Lake Ridge HVAC renovations, and SHHS classroom renovations. At the next Finance Committee meeting we will review over what has been spent to date in detail.

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 January 31, 2023

	<u>Y-T-D</u> <u>1/31/22</u>	<u>Y-T-D</u> <u>1/31/23</u>	<u>Difference in</u> <u>Dollars</u>	<u>Difference in</u> <u>Percentage</u>	<u>FY22 Actual</u>	<u>FY23 Budget</u>
Revenues:						
County Property Tax - Current	\$ 6,076,808	\$ 6,961,724	\$ 884,916	14.56%	\$ 12,416,312	\$ 12,012,049
Local Option Sales Tax	10,739,215	12,390,194	1,650,979	15.37%	20,211,314	18,155,388
BEP	21,227,400	21,615,000	387,600	1.83%	35,352,280	35,883,000
Tuition	186,434	146,816	(39,618)	-21.25%	281,872	250,000
All Other Revenues	8,437,604	8,217,269	(220,335)	-2.61%	17,440,519	16,965,666
Total Revenues	<u>\$ 46,667,461</u>	<u>\$ 49,331,004</u>	<u>\$ 2,663,543</u>	<u>5.71%</u>	<u>\$ 85,702,297</u>	<u>\$ 83,266,103</u>
Percentage of Revenue Budget Collected to Date		59.25%				
Percentage/Dollar Amount of Revenue Budget left to be Collected		40.75%				<u>\$ 33,935,100</u>
Expenditures:						
Salaries	\$ 27,189,017	\$ 30,299,795	\$ 3,110,778	11.44%	\$ 49,682,919	\$ 53,955,377
Benefits	9,518,755	9,249,049	(269,706)	-2.83%	15,939,480	16,694,100
Electricity	885,723	991,684	105,961	11.96%	1,777,650	1,900,000
Water/Sewer	148,196	147,765	(431)	-0.29%	297,173	240,000
Natural Gas	110,470	180,604	70,134	63.49%	270,914	230,000
Disposal Fees	61,703	69,199	7,496	12.15%	125,095	125,000
Gasoline	19,070	11,821	(7,249)	-38.01%	54,689	40,000
Technology/Instructional Equipment	32,670	262,976	230,306	704.95%	102,134	1,003,713
Capital Outlay	61,173	445,712	384,539	628.61%	359,740	1,809,331
All Other Expenditures	3,548,460	4,483,038	934,578	26.34%	9,676,094	12,394,756
Total Expenditures	<u>\$ 41,575,238</u>	<u>\$ 46,141,644</u>	<u>\$ 4,566,406</u>	<u>10.98%</u>	<u>\$ 78,285,889</u>	<u>\$ 88,392,278</u>
Percentage of Expenditure Budget Spent to Date		52.20%				
Percentage/Dollar Amount of Expenditure Budget remaining		47.80%				<u>\$ 42,250,634</u>
Year-To-Date Revenues Over (Under) Expenditures	<u>\$ 5,092,223</u>	<u>\$ 3,189,360</u>	<u>\$ (1,902,863)</u>	<u>-37.37%</u>	<u>\$ 7,416,408</u>	<u>\$ (5,126,175)</u>
% of Fiscal Year Complete		58.33%				
% of Fiscal Year Remaining		41.67%				

BOE POLICY 2.100 RESERVE FUNDS

Total Expenditure Budget - FY23 Budget	\$	86,197,617
Less:		
Operating Transfers	\$	95,179
Debt Service	\$	2,825,197
Capital Outlay	\$	288,000
Early Childhood	\$	383,690
Educare	\$	1,249,079
Total to deduct	\$	<u>4,841,145</u>
 Total Operating Budget	 \$	 81,356,472
 16% of the General Purpose School Fund Operating Budget	 \$	 <u><u>13,559,683</u></u>
 Monthly Operating Expense:		
Annual Operating Expense Budget	\$	81,356,472
 Monthly Operating Expenses Budgeted	 \$	 6,779,706
2 Months Operating Expenses Budgeted	\$	<u><u>13,559,412</u></u>

<p>BOE Policy 2.100 as revised at the 5 o'clock 2-3-2014 BOE Meeting First reading April 2014 Second reading May 2014</p>
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Current Standing on Target Fund Balance		
*Target Unrestricted Fund Balance (as recommended at 2-3-2014 BOE Policy Meeting) 2 Months Operating Expenditures	\$	13,559,412
Current Fund Balance:		
3% Fund Balance	\$	2,449,334
Beginning of the Year Undesignated	\$	13,562,529
Current Revenues vs Expenditures	\$	3,189,360
Other Reserves	\$	1,304,692
Total Fund Balance	\$	<u>20,505,915</u>
 Target Overage as of 1/31/23	 \$	 <u>6,946,503</u>

Locality	2017 Rate	Increase	2018 Rate	Increase	2019 Rate	Increase	2020 Rate	Increase	2021 Rate	Increase	2022 Rate	Residents
												Combined Rate
Washington County	\$ 2.3798	\$ -	\$ 2.3798	\$ (0.2298)	\$ 2.1500	\$ -	\$ 2.1500	\$ -	\$ 2.1500	\$ -	\$ 2.1500	\$ 2.1500
Watauga	\$ 0.7000	\$ -	\$ 0.7000	\$ -	\$ 0.7000	\$ -	\$ 0.7000	\$ (0.1300)	\$ 0.5700	\$ -	\$ 0.5700	\$ 2.7200
Jonesborough	\$ 1.3105	\$ -	\$ 1.3105	\$ (0.1105)	\$ 1.2000	\$ -	\$ 1.2000	\$ -	\$ 1.2000	\$ -	\$ 1.2000	\$ 3.3500
Johnson City	\$ 1.8900	\$ -	\$ 1.8900	\$ (0.1800)	\$ 1.7100	\$ -	\$ 1.7100	\$ 0.0200	\$ 1.7300	\$ -	\$ 1.7300	\$ 3.8800
Unicoi County	\$ 2.6838	\$ -	\$ 2.6838	\$ -	\$ 2.6838	\$ 0.1700	\$ 2.8538	\$ -	\$ 2.8538	\$ (0.5033)	\$ 2.3505	\$ 2.3505
Erwin	\$ 1.4470	\$ 0.0150	\$ 1.4620	\$ 0.4000	\$ 1.8620	\$ -	\$ 1.8620	\$ -	\$ 1.8620	\$ (0.3108)	\$ 1.5512	\$ 3.9017
Sullivan County	\$ 2.5500	\$ -	\$ 2.5500	\$ 0.0200	\$ 2.5700	\$ -	\$ 2.5700	\$ (0.1638)	\$ 2.4062	\$ -	\$ 2.4062	\$ 2.4062
Bluff City	\$ 1.2800	\$ -	\$ 1.2800	\$ -	\$ 1.2800	\$ -	\$ 1.2800	\$ (0.1010)	\$ 1.1790	\$ -	\$ 1.1790	\$ 3.5852
Bristol	\$ 2.1612	\$ -	\$ 2.1612	\$ -	\$ 2.1612	\$ -	\$ 2.1612	\$ (0.1749)	\$ 1.9863	\$ -	\$ 1.9863	\$ 4.3925
Johnson City	\$ 1.8400	\$ -	\$ 1.8400	\$ 0.1100	\$ 1.9500	\$ -	\$ 1.9500	\$ (0.4000)	\$ 1.5500	\$ -	\$ 1.5500	\$ 3.9562
Kingsport	\$ 1.9750	\$ -	\$ 1.9750	\$ 0.0893	\$ 2.0643	\$ -	\$ 2.0643	\$ (0.1860)	\$ 1.8783	\$ 0.1200	\$ 1.9983	\$ 4.4045
Carter County	\$ 2.4700	\$ -	\$ 2.4700	\$ -	\$ 2.4700	\$ -	\$ 2.4700	\$ (0.4400)	\$ 2.0300	\$ -	\$ 2.0300	\$ 2.0300
Elizabethton	\$ 1.7900	\$ -	\$ 1.7900	\$ 0.0600	\$ 1.8500	\$ -	\$ 1.8500	\$ (0.2800)	\$ 1.5700	\$ -	\$ 1.5700	\$ 3.6000
Johnson City	\$ 1.8400	\$ -	\$ 1.8400	\$ (0.0100)	\$ 1.8300	\$ -	\$ 1.8300	\$ (0.2800)	\$ 1.5500	\$ -	\$ 1.5500	\$ 3.5800
Watauga	\$ 0.7000	\$ -	\$ 0.7000	\$ -	\$ 0.7000	\$ -	\$ 0.7000	\$ (0.1300)	\$ 0.5700	\$ -	\$ 0.5700	\$ 2.6000
Greene County	\$ 1.9731	\$ 0.0414	\$ 2.0145	\$ -	\$ 2.0145	\$ -	\$ 2.0145	\$ -	\$ 2.0145	\$ -	\$ 2.0145	\$ 2.0145
Greene County for City Residents	\$ 1.7613	\$ 0.0938	\$ 1.8551	\$ 0.1294	\$ 1.9845	\$ -	\$ 1.9845	\$ -	\$ 1.9845	\$ -	\$ 1.9845	\$ 4.1620
Greeneville City	\$ 2.2153	\$ (0.0378)	\$ 2.1775	\$ -	\$ 2.1775	\$ -	\$ 2.1775	\$ -	\$ 2.1775	\$ -	\$ 2.1775	\$ 4.1620
Hawkins County	\$ 2.5323	\$ -	\$ 2.5323	\$ -	\$ 2.5323	\$ -	\$ 2.5323	\$ (0.3646)	\$ 2.1677	\$ 0.1500	\$ 2.3177	\$ 2.3177
Rogersville City	\$ 1.6700	\$ -	\$ 1.6700	\$ -	\$ 1.6700	\$ -	\$ 1.6700	\$ (0.1835)	\$ 1.4865	\$ -	\$ 1.4865	\$ 3.8042
Bulls Gap	\$ 0.7000	\$ -	\$ 0.7000	\$ 0.0200	\$ 0.7200	\$ -	\$ 0.7200	\$ (0.0636)	\$ 0.6564	\$ 0.0036	\$ 0.6600	\$ 2.9777
Church Hill	\$ 1.1034	\$ -	\$ 1.1034	\$ -	\$ 1.1034	\$ -	\$ 1.1034	\$ (0.1418)	\$ 0.9616	\$ -	\$ 0.9616	\$ 3.2793
Kingsport	\$ 1.9750	\$ -	\$ 1.9750	\$ (0.0850)	\$ 1.8900	\$ -	\$ 1.8900	\$ (0.0117)	\$ 1.8783	\$ 0.1200	\$ 1.9983	\$ 4.3160
Mount Carmel	\$ 1.3800	\$ 0.2900	\$ 1.6700	\$ -	\$ 1.6700	\$ -	\$ 1.6700	\$ (0.2803)	\$ 1.3897	\$ -	\$ 1.3897	\$ 3.7074
Surgoinsville	\$ 1.2000	\$ -	\$ 1.2000	\$ -	\$ 1.2000	\$ -	\$ 1.2000	\$ (0.2370)	\$ 0.9630	\$ 0.0033	\$ 0.9663	\$ 3.2840

JOHNSON CITY SCHOOLS

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended January 31, 2023

						58.33%
			Amended	Actual	Budget Amount	Percentage
			Budget	Amounts	Remaining	of Budget to Date
		Revenues				
40110	Current Property Tax - Washington Co.	\$ 11,737,470		6,800,204	\$ 4,937,266	57.94%
40110	Current Property Tax - Sullivan Co.	\$ 188,284		88,142	\$ 100,142	46.81%
40110	Current Property Tax - Carter Co.	\$ 86,295		73,379	\$ 12,916	85.03%
40120	Trustee's Collections - Prior Year	\$ 395,150		165,808	\$ 229,342	41.96%
40130	Circuit Clk./Clk. & Master Coll. - Prior Yr	\$ 106,405		39,917	\$ 66,488	37.51%
40140	Interest & Penalty	\$ 188,000		30,732	\$ 157,268	16.35%
40150	Pick-Up Taxes	\$ -		116	\$ (116)	#DIV/0!
40162	Payments in Lieu of Taxes - Local Utilities	\$ 200,000		212,337	\$ (12,337)	106.17%
40163	Payments in Lieu of Taxes - Other	\$ 15,000		10,601	\$ 4,399	70.67%
40210	Local Option Sales Tax - Washington Co.	\$ 17,958,665		12,176,036	\$ 5,782,629	67.80%
40210	Local Option Sales Tax - Sullivan Co.	\$ 114,721		104,321	\$ 10,400	90.93%
40210	Local Option Sales Tax - Carter Co.	\$ 82,002		109,838	\$ (27,836)	133.95%
40270	Business Tax	\$ 385,000		144,610	\$ 240,390	37.56%
40275	Mixed Drink Tax	\$ -		3,206	\$ (3,206)	#DIV/0!
40320	Bank Excise Tax	\$ 80,000		202	\$ 79,798	0.25%
	Total County Taxes	\$ 31,536,992		\$ 19,959,447	\$ 11,577,545	63.29%
41110	Marriage Licenses	\$ 1,500		1,168	\$ 332	77.89%
	Total Licenses and Permits	\$ 1,500		\$ 1,168	\$ 332	77.89%
43511	Tuition - Regular Day Students	\$ 250,000		146,816	\$ 103,184	58.73%
43513	Tuition - Summer School	\$ -		-	\$ -	#DIV/0!
43517	Tuition - Online Learning	\$ -		575	\$ (575)	#DIV/0!
43581	Tuition - EDUCARE	\$ 1,062,100		541,442	\$ 520,658	50.98%
43581	Tuition - ECLC	\$ 302,560		130,631	\$ 171,929	43.18%
43990	Other Charges for Services - Fingerprints	\$ 21,000		9,558	\$ 11,442	45.51%
43990	Print Shop Enterprise Account	\$ 20,000		8,111	\$ 11,889	40.56%
	Total Charges for Current Services	\$ 1,655,660		\$ 837,132	\$ 818,528	50.56%
44110	Interest Earned	\$ -		5	\$ (5)	#DIV/0!
44160	Retirees' Insurance Payments	\$ 15,000		7,983	\$ 7,017	53.22%
44170	Miscellaneous Refunds	\$ -		43,194	\$ (43,194)	#DIV/0!
44570	Contributions	\$ -		250	\$ (250)	#DIV/0!
44570	Contributions - Shoe Fund	\$ 10,000		8,346	\$ 1,654	83.46%
44570	Contributions - Homeless Fund	\$ -		3,375	\$ (3,375)	#DIV/0!
44990	Other Local Revenue (STEAM 536)	\$ 1,000		-	\$ 1,000	0.00%
44990	Other Local Revenue (Misc)	\$ -		272	\$ (272)	#DIV/0!
	Total Other Local Revenues	\$ 26,000		\$ 63,425	\$ (37,425)	243.94%
46511	Basic Education Program	\$ 35,883,000		21,615,000	\$ 14,268,000	60.24%
46550	Driver Education	\$ 9,000		-	\$ 9,000	0.00%
46610	Career Ladder	\$ 97,500		52,753	\$ 44,747	54.11%
	Total State Education Funds	\$ 35,989,500		\$ 21,667,753	\$ 14,321,747	60.21%
47640	ROTC Reimbursement	\$ -		19,723	\$ (19,723)	#DIV/0!
	Total Direct Federal Government	\$ -		\$ 19,723	\$ (19,723)	#DIV/0!
48610	Donations	\$ -		2	\$ (2)	#DIV/0!
49800	Operating Transfers	\$ -		-	\$ -	#DIV/0!
49810	City General Fund Transfer - Operations	\$ 11,626,736		6,782,353	\$ 4,844,383	58.33%
49810	City General Fund Transfer - Transportation	\$ 2,429,715		-	\$ 2,429,715	0.00%

JOHNSON CITY SCHOOLS							
Statement of Revenues, Expenditures, and Changes in Fund Balance							
For the Period Ended January 31, 2023							
						58.33%	
				Amended	Actual	Budget Amount	Percentage
				Budget	Amounts	Remaining	of Budget to Date
Total Other Sources				\$ 14,056,451	\$ 6,782,354	\$ 7,274,097	48.25%
Total Revenues				\$ 83,266,103	\$ 49,331,004	\$ 33,935,100	59.25%
APPROPRIATIONS (Expenditures)				Amended	Actual	Budget Amount	Percentage
				Budget	Amounts	Remaining	of Budget to Date
INSTRUCTION							
71100	116	Teachers	\$ 30,372,750	16,562,657	\$ 13,810,093	54.53%	
71100	116	Safety Net Program (1-031)	\$ 49,000	17,403	\$ 31,597	35.52%	
71100	116	RTI (534)	\$ -	-	\$ -	#DIV/0!	
71100	116	Four-Year Transition Plan (2-301)	\$ 5,500	-	\$ 5,500	0.00%	
71100	116	Local Extended Contract (1-578)	\$ 147,095	32,284	\$ 114,811	21.95%	
71100	116	Mountain View Orchestra (9-581)	\$ 8,825	-	\$ 8,825	0.00%	
71100	116	Curriculum Development (538)	\$ 22,000	9,200	\$ 12,800	41.82%	
71100	116	Teacher Stipends for Online Learning (555)	\$ 20,000	6,000	\$ 14,000	30.00%	
71100	117	Career Ladder	\$ 53,000	22,500	\$ 30,500	42.45%	
71100	163	Educational Assistants	\$ 874,600	472,844	\$ 401,756	54.06%	
71100	188	Bonus	\$ -	548,813	\$ (548,813)	#DIV/0!	
71100	189	Other Salaries & Wages	\$ -	46,492	\$ (46,492)	#DIV/0!	
71100	195	Substitute Teachers Certified	\$ 150,000	83,690	\$ 66,310	55.79%	
71100	198	Substitute Teachers - Non Certified	\$ 350,000	209,767	\$ 140,233	59.93%	
71100	201	Social Security	\$ 1,948,072	1,050,355	\$ 897,717	53.92%	
71100	204	Retirement	\$ 2,554,943	1,433,465	\$ 1,121,478	56.11%	
71100	206	Life Insurance	\$ 75,579	36,863	\$ 38,717	48.77%	
71100	207	Medical Insurance	\$ 3,735,057	2,255,570	\$ 1,479,487	60.39%	
71100	208	Dental Insurance	\$ 176,240	104,241	\$ 71,999	59.15%	
71100	210	Unemployment	\$ 50,000	13,745	\$ 36,255	27.49%	
71100	211	Local Retirement	\$ 48,176	23,652	\$ 24,524	49.10%	
71100	212	Medicare	\$ 463,875	247,496	\$ 216,379	53.35%	
71100	216	Other Post Employment Benefits (Retiree Insurance)	\$ 606,000	337,260	\$ 268,740	55.65%	
71100	217	Retirement-Hybrid Stabilization	\$ 80,252	53,471	\$ 26,781	66.63%	
71100	336	Performing Music Maintenance and Repair Equipment	\$ 24,440	5,958	\$ 18,482	24.38%	
71100	336	Mntc & Repair Equip - Reserved for Encumb	\$ 7,129	7,085	\$ 44	99.39%	
71100	356	Tuition	\$ 3,000	-	\$ 3,000	0.00%	
71100	399	Other Contracted Services (Site-Based check-copiers)	\$ 99,941	93,375	\$ 6,566	93.43%	
71100	399	RTI (1-534)	\$ 20,000	19,950	\$ 50	99.75%	
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	6,336	\$ 33,664	15.84%	
71100	399	Subscription Renewal - Nearpod (1-536)	\$ 38,000	37,893	\$ 107	99.72%	
71100	399	Subscription Renewal - Brain Pop (1-536)	\$ 25,000	26,929	\$ (1,929)	107.72%	
71100	399	Subscription Renewal - Hapara	\$ 29,000	28,100	\$ 901	96.89%	
71100	399	Subscription Renewal - Neptune Navigate	\$ 3,000	-	\$ 3,000	0.00%	
71100	399	Subscription Renewal - Canvas	\$ 58,000	-	\$ 58,000	0.00%	
71100	399	Subscription - Generation Genius	\$ 9,000	8,955	\$ 45	99.50%	
71100	399	Subscription Renewal - Mystery Science	\$ 10,000	-	\$ 10,000	0.00%	
71100	399	Subscription Renewal - Explore Learning	\$ 29,000	25,232	\$ 3,768	87.01%	
71100	399	Subscription Renewal - Vocabulary.com	\$ -	27,120	\$ (27,120)	#DIV/0!	
71100	399	Subscription Renewal - Study Island	\$ -	20,512	\$ (20,512)	#DIV/0!	
71100	399	Other Contracted Services	\$ -	5,920	\$ (5,920)	#DIV/0!	
71100	429	Instructional Supplies and Materials	\$ 215,233	217,979	\$ (2,746)	101.28%	
71100	429	Forward Funding	\$ 55,014	55,014	\$ -	100.00%	
71100	429	Summer School Supplies (1-033)	\$ 5,000	6	\$ 4,994	0.12%	
71100	429	AP - Instructional Supplies (2-583)	\$ 5,500	1,628	\$ 3,872	29.60%	
71100	429	RTI - (1-534)	\$ 12,000	3,378	\$ 8,622	28.15%	
71100	429	Instructional Supplies - Science Materials	\$ 6,536	19,015	\$ (12,479)	290.93%	
71100	429	Instructional Supplies - STEAM (536) +1K Donation	\$ 25,000	11,261	\$ 13,739	45.05%	
71100	429	Instructional Supplies - Rsrv for Encumb	\$ 1,846	1,904	\$ (58)	103.14%	

JOHNSON CITY SCHOOLS

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended January 31, 2023

						58.33%
			Amended	Actual	Budget Amount	Percentage
			Budget	Amounts	Remaining	of Budget to Date
71100	429	Instructional Supplies - Special Budget Request	\$ -	535	\$ (535)	#DIV/0!
71100	449	Textbooks	\$ 756,988	78,320	\$ 678,668	10.35%
71100	449	Reserved Textbook Funds	\$ 274,847	-	\$ 274,847	0.00%
71100	499	Other Supplies and Materials	\$ 1,000	7,915	\$ (6,915)	791.54%
71100	499	Other Supplies and Materials - Reserved for Encumbrances	\$ 338	-	\$ 338	0.00%
71100	535	Fee Waiver Student Fees	\$ 119,054	112,761	\$ 6,293	94.71%
71100	535	Fee Waiver Student Performing Music	\$ 3,155	3,155	\$ -	100.00%
71100	722	Regular Instruction Equipment	\$ 159,465	96,387	\$ 63,078	60.44%
71100	722	Performing Music Equipment	\$ 25,766	29,396	\$ (3,630)	114.09%
71100	722	Instruction Equipment - Special Budget Request	\$ 59,500	18,771	\$ 40,729	31.55%
71100	722	Technology - BOE Tech Plan (568)	\$ 700,000	64,455	\$ 635,546	9.21%
71100	722	Reserved for Encumbrances	\$ 58,982	53,969	\$ 5,013	91.50%
		Total Instruction	\$ 44,732,698	\$ 24,717,066	\$ 20,015,632	55.26%
		Alternative Instruction Program				
71150	116	Teachers	\$ 724,061	381,371	\$ 342,690	52.67%
71150	163	Educational Assistants	\$ 136,920	56,538	\$ 80,382	41.29%
71150	188	Bonus	\$ -	375	\$ (375)	#DIV/0!
71150	201	Social Security	\$ 52,520	25,700	\$ 26,820	48.93%
71150	204	Retirement	\$ 78,967	41,549	\$ 37,418	52.62%
71150	206	Life Insurance	\$ 2,066	935	\$ 1,131	45.23%
71150	207	Medical Insurance	\$ 111,173	61,808	\$ 49,365	55.60%
71150	208	Dental Insurance	\$ 3,612	1,874	\$ 1,738	51.87%
71150	211	Local Retirement	\$ 9,592	3,340	\$ 6,252	34.83%
71150	212	Medicare	\$ 12,484	6,010	\$ 6,474	48.15%
71150	217	Retirement-Hybrid Stabilization	\$ -	251	\$ (251)	#DIV/0!
71150	399	Other Contracted Services	\$ 5,028	5,028	\$ -	100.00%
71150	429	Instructional Supplies and Materials	\$ 14,769	14,769	\$ -	100.00%
71150	499	Other Supplies and Materials	\$ 2,886	2,887	\$ (1)	100.03%
71150	722	Regular Instruction Equipment	\$ 11,897	6,378	\$ 5,519	53.61%
		Total Alternative Instruction	\$ 1,165,975	\$ 608,813	\$ 557,162	52.21%
		SPECIAL EDUCATION				
71200	116	Teachers	\$ 2,965,602	1,555,703	\$ 1,409,899	52.46%
71200	117	Career Ladder	\$ 10,000	5,000	\$ 5,000	50.00%
71200	163	Educational Assistants	\$ 680,935	315,483	\$ 365,452	46.33%
71200	171	Speech Pathologist	\$ 478,384	275,424	\$ 202,960	57.57%
71200	188	Bonus	\$ -	375	\$ (375)	#DIV/0!
71200	189	Other Salaries & Wages	\$ 3,000	740	\$ 2,260	24.67%
71200	198	Non Certified Substitututes	\$ 18,200	8,304	\$ 9,896	45.63%
71200	201	Social Security	\$ 253,523	125,835	\$ 127,688	49.63%
71200	204	Retirement	\$ 321,202	164,719	\$ 156,483	51.28%
71200	206	Life Insurance	\$ 10,247	4,179	\$ 6,068	40.79%
71200	207	Medical Insurance	\$ 559,785	285,495	\$ 274,290	51.00%
71200	208	Dental Insurance	\$ 18,725	10,563	\$ 8,162	56.41%
71200	211	Local Retirement	\$ 21,734	10,307	\$ 11,427	47.42%
71200	212	Medicare	\$ 64,364	29,614	\$ 34,750	46.01%
71200	217	Retirement-Hybrid Stabilization	\$ 12,046	6,653	\$ 5,393	55.23%
71200	429	Instructional Supplies and Materials	\$ 17,650	9,219	\$ 8,431	52.23%
71200	725	Special Education Instruction Equipment	\$ -	3,056	\$ (3,056)	#DIV/0!
		Total Special Education	\$ 5,435,397	\$ 2,810,669	\$ 2,624,728	51.71%
		VOCATIONAL INSTRUCTION				
71300	116	Teachers	\$ 1,593,408	824,752	\$ 768,656	51.76%
71300	117	Career Ladder	\$ 4,000	2,000	\$ 2,000	50.00%
71300	163	Educational Assistants	\$ 72,400	39,006	\$ 33,394	53.88%

JOHNSON CITY SCHOOLS						
Statement of Revenues, Expenditures, and Changes in Fund Balance						
For the Period Ended January 31, 2023						
						58.33%
			Amended	Actual	Budget Amount	Percentage
			Budget	Amounts	Remaining	of Budget to Date
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%
		Total Student Support	\$ 2,218,589	\$ 1,105,217	\$ 1,113,372	49.82%
		INSTRUCTION SUPPORT				
72210	105	Administration	\$ 685,650	404,356	\$ 281,294	58.97%
72210	117	Career Ladder	\$ 8,000	4,500	\$ 3,500	56.25%
72210	129	Librarians	\$ 798,330	431,149	\$ 367,181	54.01%
72210	137	Educational Media Personnel	\$ 290,850	163,173	\$ 127,677	56.10%
72210	161	Secretary	\$ 113,400	61,510	\$ 51,890	54.24%
72210	188	Bonus	\$ -	81,375	\$ (81,375)	#DIV/0!
72210	189	Other Salaries and Wages	\$ 42,000	305,487	\$ (263,487)	727.35%
72210	189	Other Salaries and Wages - Tech Teacher Leader	\$ 20,500	-	\$ 20,500	0.00%
72210	201	Social Security	\$ 118,231	87,931	\$ 30,300	74.37%
72210	204	Retirement	\$ 176,788	127,140	\$ 49,648	71.92%
72210	206	Life Insurance	\$ 4,652	2,768	\$ 1,884	59.50%
72210	207	Medical Insurance	\$ 256,365	142,897	\$ 113,468	55.74%
72210	208	Dental Insurance	\$ 8,820	5,208	\$ 3,612	59.05%
72210	211	Local Retirement	\$ 13,811	6,312	\$ 7,499	45.71%
72210	212	Medicare	\$ 28,104	20,592	\$ 7,512	73.27%
72210	217	Retirement-Hybrid Stabilization	\$ -	135	\$ (135)	#DIV/0!
72210	355	Travel	\$ 11,000	3,984	\$ 7,016	36.22%
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	5,425	\$ (425)	108.50%
72210	399	Contracted Services Niswonger Consortium Fee (555)	\$ 15,000	15,168	\$ (168)	101.12%
72210	399	Other Contracted Services (5\$ Transact)	\$ 9,000	8,916	\$ 84	99.07%
72210	399	Other Contracted Services-Safety Net Program (1-031)	\$ 41,000	-	\$ 41,000	0.00%
72210	399	Other Contracted Services - Frontline	\$ 27,000	27,865	\$ (865)	103.20%
72210	399	Other Contracted Services - Robotics Team (16-572)	\$ 1,000	667	\$ 333	66.66%
72210	399	Other Contracted Services - Bloomz	\$ 16,500	16,121	\$ 379	97.70%
72210	399	Other Contracted Services - 504 Online System	\$ -	5,000	\$ (5,000)	#DIV/0!
72210	399	Other Contracted Services - Major Clarity	\$ 6,000	6,900	\$ (900)	115.00%
72210	399	Other Contracted Services - Mystery Science	\$ -	10,600	\$ (10,600)	#DIV/0!
72210	399	At-Risk Services (1-964)	\$ 1,000	-	\$ 1,000	0.00%
72210	399	Random Drug Testing (DOT Physicals)	\$ 16,000	3,430	\$ 12,570	21.44%
72210	399	Mental Health Services (Prior HEROES) (964)	\$ 480,000	251,891	\$ 228,109	52.48%
72210	399	Contracted Services - RC (1-030)	\$ 2,400	1,063	\$ 1,337	44.29%
72210	399	Internal Assessment Platform - Illuminate	\$ 55,000	53,433	\$ 1,567	97.15%
72210	399	Other Contracted Services (Misc)	\$ 20,000	11,936	\$ 8,064	59.68%
72210	432	Library Books Media	\$ 26,530	26,530	\$ -	100.00%
72210	471	Software Maintenance - Library Software	\$ 15,000	14,894	\$ 106	99.30%
72210	499	Other Supplies & Materials	\$ 10,000	535	\$ 9,465	5.35%
72210	499	Other Supplies & Materials - Reserved for Encumbrances	\$ 4,553	2,707	\$ 1,846	59.45%
72210	499	Mclass Amplify Program (1-524)	\$ 26,000	23,880	\$ 2,120	91.85%
72210	499	Other Supplies & Materials-RC (1-030)	\$ 7,700	2,621	\$ 5,079	34.04%
72210	499	Other Supplies and Materials - Robotics Team (16-572)	\$ 5,000	-	\$ 5,000	0.00%
72210	499	Shoe Fund (1-520)	\$ 15,428	8,374	\$ 7,054	54.28%
72210	499	Raptor (964)	\$ 2,400	-	\$ 2,400	0.00%
72210	499	Homeless Donations (701)	\$ 12,234	4,507	\$ 7,727	36.84%
72210	524	Teacher Leadership Academy (537)	\$ 34,500	26,804	\$ 7,696	77.69%
72210	524	In-service Staff Dev. System Wide/School Based	\$ 148,208	106,497	\$ 41,711	71.86%
72210	524	AP Staff Development (2-583)	\$ 10,000	-	\$ 10,000	0.00%
72210	599	Non Revenue Producing Sports \$30K (25/5)	\$ 35,000	6,173	\$ 28,827	17.64%
72210	599	Non Revenue Producing Sports Rsvd for Enc	\$ 995	995	\$ -	100.00%
72210	599	Other Charges - Other	\$ 883	-	\$ 883	0.00%
72210	599	Other Charges	\$ 4,000	2,002	\$ 1,998	50.06%
72210	790	Non Revenue Producing Sports - Arts \$20K (15/5)	\$ 24,117	2,180	\$ 21,937	9.04%

JOHNSON CITY SCHOOLS

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended January 31, 2023

							58.33%
				Amended	Actual	Budget Amount	Percentage
				Budget	Amounts	Remaining	of Budget to Date
72310	399	Other Contracted Services	\$	10,000	8,768	\$ 1,233	87.68%
72310	499	Other Supplies & Materials	\$	2,000	193	\$ 1,807	9.65%
72310	506	Liability Insurance	\$	87,103	-	\$ 87,103	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	\$	465,000	257,885	\$ 207,115	55.46%
72310	513	Workman's Compensation Insurance	\$	395,584	-	\$ 395,584	0.00%
72310	524	In-service Staff Development	\$	19,500	16,836	\$ 2,664	86.34%
72310	599	Other Charges	\$	9,680	5,427	\$ 4,253	56.06%
72310	599	Athletics/Band Travel	\$	80,000	20,691	\$ 59,309	25.86%
Total Board of Education			\$	1,137,037	367,039	\$ 769,998	32.28%
Superintendent							
72320	101	Superintendent	\$	174,327	101,691	\$ 72,636	58.33%
72320	117	Career Ladder	\$	1,000	1,000	\$ -	100.00%
72320	161	Secretary	\$	51,450	29,527	\$ 21,923	57.39%
72320	188	Bonus	\$	-	1,500	\$ (1,500)	#DIV/0!
72320	201	Social Security	\$	15,011	6,177	\$ 8,834	41.15%
72320	204	Retirement	\$	16,887	10,003	\$ 6,884	59.23%
72320	206	Life Insurance	\$	544	270	\$ 274	49.63%
72320	207	Medical Insurance	\$	28,783	16,698	\$ 12,085	58.01%
72320	208	Dental Insurance	\$	820	478	\$ 342	58.32%
72320	211	Local Retirement	\$	3,602	1,436	\$ 2,166	39.86%
72320	212	Medicare	\$	3,404	2,009	\$ 1,395	59.01%
72320	299	Other Fringe Benefits	\$	10,000	5,833	\$ 4,167	58.33%
72320	306	Bank Charges	\$	5,000	756	\$ 4,244	15.12%
72320	307	Communications	\$	79,457	24,428	\$ 55,029	30.74%
72320	320	Dues & Memberships	\$	12,000	10,679	\$ 1,321	88.99%
72320	348	Postal Charges	\$	10,000	7,106	\$ 2,894	71.06%
72320	355	Travel	\$	1,000	-	\$ 1,000	0.00%
72320	399	Other Contracted Services	\$	21,200	8,405	\$ 12,795	39.65%
72320	435	Office Supplies	\$	7,000	4,471	\$ 2,529	63.88%
72320	524	Staff Development - Leadership Program	\$	11,000	6,051	\$ 4,949	55.01%
72320	599	Other Charges	\$	13,000	-	\$ 13,000	0.00%
72320	701	Administrative Equipment	\$	2,000	959	\$ 1,041	47.95%
Total Director of Schools			\$	467,485	239,477	\$ 228,008	51.23%
OFFICE OF THE PRINCIPAL							
72410	104	Principals	\$	1,290,494	757,663	\$ 532,831	58.71%
72410	117	Career Ladder	\$	3,000	1,000	\$ 2,000	33.33%
72410	119	Bookkeepers	\$	426,930	243,990	\$ 182,940	57.15%
72410	121	Data Processing Personnel	\$	62,580	36,505	\$ 26,075	58.33%
72410	139	Assistant Principals	\$	1,398,531	818,556	\$ 579,975	58.53%
72410	161	Secretary	\$	977,550	542,742	\$ 434,808	55.52%
72410	188	Bonus	\$	-	51,000	\$ (51,000)	#DIV/0!
72410	201	Social Security	\$	253,704	143,436	\$ 110,268	56.54%
72410	204	Retirement	\$	333,054	186,034	\$ 147,020	55.86%
72410	206	Life Insurance	\$	9,982	4,422	\$ 5,560	44.30%
72410	207	Medical Insurance	\$	472,635	286,669	\$ 185,966	60.65%
72410	208	Dental Insurance	\$	15,600	9,285	\$ 6,315	59.52%
72410	211	Local Retirement	\$	72,662	34,359	\$ 38,303	47.29%
72410	212	Medicare	\$	60,307	33,546	\$ 26,761	55.63%
72410	217	Retirement - Hybrid Stabilization	\$	-	655	\$ (655)	#DIV/0!
72410	307	Communication	\$	100,000	44,020	\$ 55,980	44.02%
72410	320	Dues & Memberships	\$	2,908	2,908	\$ -	100.00%
72410	348	Postal Charges	\$	5,433	4,756	\$ 677	87.53%
72410	355	Travel	\$	3,751	3,604	\$ 147	96.08%
72410	399	Other Contracted Services	\$	-	700	\$ (700)	#DIV/0!

JOHNSON CITY SCHOOLS										
Statement of Revenues, Expenditures, and Changes in Fund Balance										
For the Period Ended January 31, 2023										
					58.33%					
					Amended	Actual	Budget Amount	Percentage		
					Budget	Amounts	Remaining	of Budget to Date		
72410	435	Office Supplies	\$	7,506	5,134	\$	2,372	68.40%		
72410	471	Software Maintenance - Raptor	\$	14,500	-	\$	14,500	0.00%		
72410	524	In-service/Staff Development	\$	912	-	\$	912	0.00%		
72410	599	Other Charges - State Alert Arts	\$	-	-	\$	-	#DIV/0!		
72410	701	Administration Equipment - Reserved for Encumbrances	\$	6,266	6,266	\$	-	100.00%		
Total Office of the Principal				\$	5,518,305	\$	3,217,250	\$	2,301,055	58.30%
FISCAL SERVICES										
72510	105	Administration	\$	109,036	62,675	\$	46,361	57.48%		
72510	119	Bookkeepers	\$	283,111	138,714	\$	144,397	49.00%		
72510	188	Bonus	\$	-	3,750	\$	(3,750)	#DIV/0!		
72510	201	Social Security	\$	24,000	11,991	\$	12,009	49.96%		
72510	204	Retirement	\$	47,997	28,031	\$	19,966	58.40%		
72510	206	Life Insurance	\$	941	343	\$	598	36.50%		
72510	207	Medical Insurance	\$	49,590	20,112	\$	29,478	40.56%		
72510	208	Dental Insurance	\$	2,200	701	\$	1,499	31.86%		
72510	211	Local Retirement	\$	12,726	4,882	\$	7,844	38.36%		
72510	212	Medicare	\$	5,686	2,804	\$	2,882	49.32%		
72510	320	Dues & Memberships	\$	1,500	500	\$	1,000	33.33%		
72510	355	Travel	\$	100	42	\$	58	42.21%		
72510	399	Other Contracted Services	\$	47,750	1,414	\$	46,336	2.96%		
72510	411	Data Processing Supplies	\$	4,500	4,066	\$	434	90.35%		
72510	435	Office Supplies	\$	2,900	651	\$	2,249	22.46%		
72510	499	Other Supplies and Materials	\$	1,000	299	\$	701	29.94%		
72510	524	Staff Development	\$	4,500	3,672	\$	828	81.61%		
72510	599	Other Charges	\$	250	(1)	\$	251	-0.22%		
72510	701	Administrative Equipment	\$	3,000	1,745	\$	1,255	58.18%		
Total Fiscal Services				\$	600,787	\$	286,392	\$	314,395	47.67%
HUMAN RESOURCES										
72520	105	Supervisor/Director	\$	101,455	59,182	\$	42,273	58.33%		
72520	161	Secretary	\$	80,325	42,238	\$	38,087	52.58%		
72520	188	Bonus	\$	-	1,875	\$	(1,875)	#DIV/0!		
72520	201	Social Security	\$	11,089	6,231	\$	4,858	56.19%		
72520	204	State Retirement	\$	31,116	18,448	\$	12,668	59.29%		
72520	206	Life Insurance	\$	436	192	\$	244	44.09%		
72520	207	Medical Insurance	\$	18,252	8,507	\$	9,745	46.61%		
72520	208	Dental Insurance	\$	820	323	\$	497	39.44%		
72520	212	Medicare	\$	2,636	1,457	\$	1,179	55.28%		
72520	320	Dues and Memberships	\$	600	869	\$	(269)	144.82%		
72520	355	Travel	\$	1,000	-	\$	1,000	0.00%		
72520	399	Other Contracted Services	\$	300	-	\$	300	0.00%		
72520	435	Office Supplies	\$	1,000	1,074	\$	(74)	107.38%		
72520	524	Staff Development	\$	1,000	1,083	\$	(83)	108.26%		
72520	701	Administrative Equipment	\$	1,250	-	\$	1,250	0.00%		
Total Human Resources				\$	251,279	\$	141,480	\$	109,799	56.30%
OPERATION OF PLANT										
72610	160	Guards	\$	78,141	32,555	\$	45,586	41.66%		
72610	166	Custodial Personnel	\$	1,757,700	865,298	\$	892,402	49.23%		
72610	166	Summer Worker (510)	\$	16,800	-	\$	16,800	0.00%		
72610	166	Custodian Overtime	\$	5,000	24,393	\$	(19,393)	487.86%		
72610	188	Bonus	\$	-	34,125	\$	(34,125)	#DIV/0!		
72610	201	Social Security	\$	113,316	54,550	\$	58,766	48.14%		

JOHNSON CITY SCHOOLS

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended January 31, 2023

						58.33%
			Amended	Actual	Budget Amount	Percentage
			Budget	Amounts	Remaining	of Budget to Date
		PUBLIC RELATIONS				
72810	188	Bonus	\$ -	750	\$ (750)	#DIV/0!
72810	189	Other Salaries and Wages	\$ 64,518	37,636	\$ 26,883	58.33%
72810	201	Social Security	\$ 3,936	2,095	\$ 1,841	53.24%
72810	206	Life Insurance	\$ 155	81	\$ 74	52.43%
72810	207	Medical Insurance	\$ 14,390	8,349	\$ 6,041	58.02%
72810	208	Dental Insurance	\$ 410	239	\$ 171	58.32%
72810	211	Local Retirement	\$ 4,516	1,882	\$ 2,634	41.67%
72810	212	Medicare	\$ 936	490	\$ 446	52.35%
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	10,001	\$ 999	90.92%
72810	435	Office Supplies Public Relations	\$ 1,500	-	\$ 1,500	0.00%
72810	499	Other Supplies & Materials-Public Relations	\$ 4,200	1,961	\$ 2,239	46.69%
72810	524	In-service Staff Development - Public Relations	\$ 4,200	-	\$ 4,200	0.00%
72810	524	Reserved for Encumbrances	\$ 1,150	1,150	\$ -	100.00%
72810	599	Other Charges Public Relations	\$ 2,000	797	\$ 1,203	39.87%
72810	709	Data Processing Equipment Public Relations	\$ 3,000	3,373	\$ (373)	112.43%
		Total Public Relations	\$ 117,911	\$ 68,854	\$ 49,057	58.39%
		COMMUNITY SERVICE				
73300	105	Supervisor/Director	\$ 286,435	159,643	\$ 126,792	55.73%
73300	166	Custodial Personnel	\$ 22,000	12,169	\$ 9,831	55.31%
73300	188	Bonus	\$ -	18,750	\$ (18,750)	#DIV/0!
73300	189	Other Salaries and Wages	\$ 650,882	287,755	\$ 363,127	44.21%
73300	201	Social Security	\$ 59,270	29,232	\$ 30,038	49.32%
73300	204	Retirement	\$ 9,550	2,295	\$ 7,255	24.03%
73300	206	Life Insurance	\$ 280	125	\$ 155	44.72%
73300	207	Medical Insurance	\$ 8,480	11,684	\$ (3,204)	137.78%
73300	208	Dental Insurance	\$ 280	452	\$ (172)	161.50%
73300	211	Local Retirement	\$ 8,193	4,289	\$ 3,904	52.35%
73300	212	Medicare	\$ 13,809	6,837	\$ 6,972	49.51%
73300	217	Hybrid Stabilization	\$ -	3	\$ (3)	#DIV/0!
73300	307	Communications	\$ 3,800	931	\$ 2,869	24.51%
73300	355	Travel	\$ 5,700	-	\$ 5,700	0.00%
73300	399	Other Contracted Services	\$ 2,900	3,317	\$ (417)	114.37%
73300	422	Food Supplies	\$ 49,800	7,487	\$ 42,313	15.03%
73300	422	Food Supplies - Reserved for Encumbrances	\$ 1,299	1,300	\$ (1)	100.06%
73300	429	Instructional Supplies and Materials	\$ -	52	\$ (52)	#DIV/0!
73300	499	Other Supplies	\$ 53,600	29,606	\$ 23,994	55.23%
73300	499	Other Supplies-Rsrvd for Encumbrances	\$ 700	106	\$ 594	15.11%
73300	509	Refunds	\$ 1,300	987	\$ 314	75.88%
73300	524	Staff Development	\$ 5,750	935	\$ 4,815	16.26%
73300	599	Other Charges	\$ 27,050	5,246	\$ 21,804	19.39%
73300	790	Other Equipment	\$ 40,000	11,966	\$ 28,034	29.92%
		Total Community Services	\$ 1,251,078	\$ 595,166	\$ 655,912	47.57%
		EARLY CHILDHOOD EDUCATION				
73400	105	Supervisor/Director	\$ 17,818	12,172	\$ 5,646	68.32%
73400	116	Teachers	\$ 55,860	56,386	\$ (526)	100.94%
73400	163	Educational Assistants	\$ 17,115	8,391	\$ 8,724	49.02%
73400	188	Bonus	\$ -	3,938	\$ (3,938)	#DIV/0!
73400	189	Other Salaries & Wages	\$ 224,614	102,687	\$ 121,927	45.72%
73400	201	Social Security	\$ 18,649	11,155	\$ 7,494	59.82%
73400	204	Retirement	\$ 4,396	4,304	\$ 92	97.90%

JOHNSON CITY SCHOOLS						
Statement of Revenues, Expenditures, and Changes in Fund Balance						
For the Period Ended January 31, 2023						
						58.33%
			Amended	Actual	Budget Amount	Percentage
			Budget	Amounts	Remaining	of Budget to Date
73400	206	Life Insurance	\$ 174	131	\$ 43	75.02%
73400	207	Medical Insurance	\$ 14,144	2,529	\$ 11,615	17.88%
73400	208	Dental Insurance	\$ 410	305	\$ 105	74.47%
73400	211	Local Retirement	\$ 425	21	\$ 404	5.04%
73400	212	Medicare	\$ 4,385	2,609	\$ 1,776	59.50%
73400	217	Retirement - Hybrid Stabilization	\$ -	658	\$ (658)	#DIV/0!
73400	307	Communications	\$ -	24	\$ (24)	#DIV/0!
73400	356	Tuition	\$ -	-	\$ -	#DIV/0!
73400	399	Other Contracted Services	\$ 1,000	-	\$ 1,000	0.00%
73400	422	Food Supplies	\$ 2,000	-	\$ 2,000	0.00%
73400	499	Other Supplies & Materials	\$ 11,000	1,876	\$ 9,124	17.06%
73400	509	Refunds	\$ 1,900	635	\$ 1,265	33.42%
73400	524	Staff Development	\$ 2,000	375	\$ 1,625	18.75%
73400	599	Other Charges	\$ 2,800	297	\$ 2,503	10.61%
73400	790	Other Equipment	\$ 5,000	94	\$ 4,906	1.88%
		Total Early Childhood Education	\$ 383,690	\$ 208,588	\$ 175,102	54.36%
		CAPITAL OUTLAY				
76100	599	Summer Painting and Improvement (510)	\$ 10,000	-	\$ 10,000	0.00%
76100	599	Non-Capital Building Improvements	\$ 60,000	2,482	\$ 57,518	4.14%
76100	599	Reserved For Encumbrances	\$ 290,545	290,545	\$ -	100.00%
76100	707	Building Improvements	\$ 60,000	14,127	\$ 45,873	23.55%
76100	707	Building Improvements - Special Budget Requests	\$ 186,650	-	\$ 186,650	0.00%
76100	707	Reserved For Capital Outlay	\$ 75,242	-	\$ 75,242	0.00%
76100	707	SHHS Classroom Renovation Project	\$ 1,000,000	-	\$ 1,000,000	0.00%
76100	707	Reserved for Encumbrances	\$ 43,440	24,940	\$ 18,500	57.41%
76100	707	Reserved for Boiler - Maintenance	\$ -	-	\$ -	#DIV/0!
76100	790	Other Equipment	\$ -	65,438	\$ (65,438)	#DIV/0!
76100	799	Other Capital Outlay	\$ 28,000	-	\$ 28,000	0.00%
76100	799	Other Capital Outlay - Reserved for Encumbrances	\$ 55,454	48,180	\$ 7,274	86.88%
		Total Capital Outlay	\$ 1,809,331	\$ 445,712	\$ 1,363,618	24.63%
		DEBT SERVICE				
82130	601	Sales Tax Trust Fund	\$ 1,795,867	1,246,765	\$ 549,102	69.42%
82130	601	ESG Bond Principal Payments	\$ 454,000	-	\$ 454,000	0.00%
82130	601	ESG Bond Principal Payments 2017 Issue	\$ 370,000	-	\$ 370,000	0.00%
82230	603	ESG Bond Interest Payments	\$ 18,930	5,496	\$ 13,434	29.03%
82230	603	ESG Bond Interest Payments - 2017 Issue	\$ 177,400	-	\$ 177,400	0.00%
82230	699	ESG Bond Other Services/Fees Payments	\$ 9,000	1,985	\$ 7,015	22.06%
		Total Debt Service	\$ 2,825,197	\$ 1,254,246	\$ 1,570,951	44.39%
		TRANSFERS				
99100	590	Operating Transfers (CSH, PREK, HOMELESS)	\$ 85,179	(944)	\$ 86,123	-1.11%
99100	590	Operating Transfer - SRO Overtime	\$ 10,000	-	\$ 10,000	0.00%
		Total Transfers	\$ 95,179	\$ (944)	\$ 96,123	-0.99%
		TOTAL EXPENDITURES	\$ 88,392,277	\$ 46,141,644	\$ 42,128,791	52.20%
		NET CHANGE IN FUND BALANCE	\$ (5,126,174)	\$ 3,189,360	\$ (8,193,690)	

JOHNSON CITY SCHOOLS					
Statement of Revenues, Expenditures, and Changes in Fund Balance					
For the Period Ended January 31, 2023					
					58.33%
		Amended	Actual	Budget Amount	Percentage
		Budget	Amounts	Remaining	of Budget to Date
NET CHANGE IN FUND BALANCE BREAKDOWN					
UNDESIGNATED					
	Professional Development/Textbooks/Football & Band				
	Travel/Nonrevenue Sports and Arts	\$ 2,760,981	\$ 491,865	\$ 2,269,116	
	21-22 Year-End Reserves	\$ 1,194,661	\$ 544,696	\$ 649,965	
	SHHS Classroom Renovation Project	\$ 1,000,000	\$ -	\$ 1,000,000	
	Total Undesignated Fund Balance	\$ 4,955,642	\$ 1,036,561	\$ 3,919,081	
	EDUCARE	\$ 170,533	\$ 22,059	\$ 148,474	
	Total Net Change in Fund Balance	\$ 5,126,175	\$ 1,058,621	\$ 4,067,554	

Acct	Acct	AMOUNT
A	Asset	
11130	CASH IN BANK	15,737,065.48
11131	FOOD SERVICE CASH	0.00
11133	RETAINAGE ESCROW ACCOUNT	0.00
11200	INVENTORIES	53,393.11
11300	INVESTMENTS	675,247.19
11410	ACCOUNTS RECEIVABLE	9,435.62
11420	DUE FROM WASHINGTON CO GASB 33	16,887,762.00
11430	DUE FROM OTHER GOVERNMENTS	7,811,025.73
11440	DUE FROM OTHER FUNDS	0.00
11460	DUE FROM CITY GENERAL FUND	0.00
48610	DONATIONS	34.67
71100	REGULAR INSTRUCTION PROGRAM	0.00
-----	Asset	41,173,963.80 =====
L	Liability	
21100	ACCOUNTS PAYABLE	0.00
21200	ACCRUED PAYROLL	-1,963,135.08
21310	INCOME TAX WITHHELD AND UNPAID	0.01
21311	STATE INCOME TAX	0.00
21320	SOCIAL SECURITY TAX	-121,714.20
21325	EMPLOYEE MEDICARE DEDUCTION	-28,465.50
21330	RETIREMENT CONTRIBUTIONS	-135,790.73
21331	THE TRUST COMPANY	-7,890.43
21332	GREAT WEST DC PLAN	304.42
21340	FAMILY HEALTH INSURANCE	0.00
21341	MEDICAL INSURANCE	28,311.00
21342	SECTION 125	-56,429.59
21344	PAYROLL DEDUCTIONS	-601.86
21345	JCEA	0.00
21346	NTA	0.00
21347	NAS INC	0.00
21348	DENTAL INSURANCE	17,039.42
21350	TAX SHELTER ANNUITIES	0.00
21351	HEALTH SAVINGS ACCOUNT	0.00
21360	GARNISHMENTS AND LEVIES	0.00
21370	EXTENSION SERVICE PAYROLL DEDU	0.00
21390	OTHER PAYROLL DEDUCTIONS	-3,849.33
21500	DUE TO OTHER FUNDS	-0.10
21518	DEFERRED REVENUE	-16,891,417.02
21520	DUE TO FOOD SERVICE	-761,775.71
21521	REVTRAK CLEARING ACCOUNT	-177.57
21540	DUE TO DEBT SERVICE FUND 1/4 C	-735,714.57
21555	DUE TO OTHER GOVERNMENTS	-6,741.84
-----	Liability	-20,668,048.68 =====

Acct	Acct	AMOUNT
Q	Equity	
34110	RESERVED FOR ENCUMBRANCES - CU	-511,732.63
34130	RESERVED FOR CHROMEBOOKS	-137,632.18
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	-51,847.62
34170	RESERVED FOR PROJECT SMILE	0.00
34179	LOCAL EXTENDED CONTRACTS	-61,395.36
34180	RESERVED FOR SUMMER SCHOOL	0.00
34181	RESERVED FOR LOCAL DONATIONS	-17,611.95
34379	RESERVED FOR EXTENDED CONTRACT	0.00
34380	RESERVED FOR CAREER LADDER PRO	8,799.06
34381	RESERVED FOR BEP CLASSROOM	0.00
34383	RESERVED FOR TECHNOLOGY	0.00
34384	RESERVED FOR TEXTBOOKS	-274,846.68
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	-75,242.31
34394	RESERVE FOR HVAC	0.00
34395	RESERVE FOR SPECIAL BUDGET REQ	-116,149.91
34400	RESERVED FOR COMPENSATED ABSEN	-67,032.51
34450	RESERVED FOR GOLLONG	0.00
35110	DESIGNATED FOR 0.03 FUND BALAN	-2,449,334.16
35120	DESIGNATED FOR STIMULUS RECOVE	0.00
39000	UNDESIGNATED FUND BALANCE	-16,751,888.87
-----	Equity	-20,505,915.12
		=====
-----		0.00
	Grand Asset Totals	41,173,963.80
	Grand Liability Totals	-20,668,048.68
	Grand Equity Totals	-20,505,915.12
	Grand Totals	0.00

Number of Accounts: 408

***** 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	12,012,049.00	4,179,928.66	6,961,724.20	5,050,324.80	57.96%
141	40120	TRUSTEE'S COLLECTIONS - PRIOR	395,150.00	20,178.82	165,808.35	229,341.65	41.96%
141	40130	CIRCUIT CLERK/CLERK & MASTER C	106,405.00	2,285.59	39,916.56	66,488.44	37.51%
141	40140	INTEREST AND PENALTY	188,000.00	3,623.41	30,732.12	157,267.88	16.35%
141	40150	PICK-UP TAXES	0.00	13.66	116.21	-116.21	0.00%
141	40162	PAYMENTS IN LIEU OF TAXES - LO	200,000.00	0.00	212,336.65	-12,336.65	106.17%
141	40163	PAYMENTS IN LIEU OF TAXES - OT	15,000.00	0.00	10,600.83	4,399.17	70.67%
141	40210	LOCAL OPTION SALES TAX	18,155,388.00	1,781,233.03	12,390,194.23	5,765,193.77	68.25%
141	40270	BUSINESS TAX	385,000.00	0.00	144,610.11	240,389.89	37.56%
141	40275	MIXED DRINK TAX	0.00	10.47	3,206.40	-3,206.40	0.00%
141	40320	BANK EXCISE TAX	80,000.00	0.00	201.64	79,798.36	0.25%
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---		31,536,992.00	5,987,273.64	19,959,447.30	11,577,544.70	63.29%
41000							
141	41110	MARRIAGE LICENSE	1,500.00	130.97	1,168.30	331.70	77.89%
141	41---		1,500.00	130.97	1,168.30	331.70	77.89%
43000							
141	43511	TUITION - REGULAR DAY STUDENTS	250,000.00	12,218.85	146,815.67	103,184.33	58.73%
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	425.00	575.00	-575.00	0.00%
141	43581	COMMUNITY SERVICE FEES-CHILDRE	1,364,660.00	108,673.69	672,072.58	692,587.42	49.25%
141	43990	OTHER CHARGES FOR SERVICES	41,000.00	3,691.95	17,669.00	23,331.00	43.10%
141	43---		1,655,660.00	125,009.49	837,132.25	818,527.75	50.56%
44000							
141	44110	INTEREST EARNED	0.00	5.47	5.47	-5.47	0.00%
141	44120	LEASE / RENTALS	0.00	0.00	0.00	0.00	0.00%
141	44146	E-RATE FUNDING	0.00	0.00	0.00	0.00	0.00%
141	44160	RETIREEES' INSURANCE PAYMENTS	15,000.00	1,067.46	7,982.77	7,017.23	53.22%
141	44170	MISCELLANEOUS REFUNDS	0.00	18,209.23	43,193.60	-43,193.60	0.00%
141	44530	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00%
141	44570	CONTRIBUTIONS	10,000.00	100.00	11,971.32	-1,971.32	119.71%
141	44990	OTHER LOCAL REVENUES	1,000.00	0.30	271.78	728.22	27.18%
141	44---		26,000.00	19,382.46	63,424.94	-37,424.94	243.94%
46000							
141	46511	BASIC EDUCATION PROGRAM	35,883,000.00	3,654,000.00	21,615,000.00	14,268,000.00	60.24%
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%

Fnd Acct	Acct	AMENDED BUDGET	MONTH-TO-DATE COLLECTIONS	YEAR-TO-DATE COLLECTIONS	UNCOLLECTED REVENUES	PERCENT COLLECTED
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	97,500.00	0.00	52,753.35	44,746.65	54.11%
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---	35,989,500.00	3,654,000.00	21,667,753.35	14,321,746.65	60.21%
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	0.00	13,200.67	19,723.17	-19,723.17	0.00%
141	47---	0.00	13,200.67	19,723.17	-19,723.17	0.00%
48000						
141	48610 DONATIONS	0.00	0.40	1.50	-1.50	0.00%
141	48---	0.00	0.40	1.50	-1.50	0.00%
49000						
141	49800 OPERATING TRANSFERS	0.00	0.00	0.00	0.00	0.00%
141	49810 CITY GENERAL FUND TRANSFER	14,056,451.00	968,894.67	6,782,352.69	7,274,098.31	48.25%
141	49---	14,056,451.00	968,894.67	6,782,352.69	7,274,098.31	48.25%
Grand Revenue Totals		83,266,103.00	10,767,892.30	49,331,003.50	33,935,099.50	59.25%

Number of Accounts: 168

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

Fnd	Acct	Acct	AMENDED BUDGET	MONTH-TO-DATE	YEAR-TO-DATE	OUTSTANDING	2022-23 FYTD	Percent of
			AMOUNT	EXPENDITURES	EXPENDITURES	ENCUMBRANCES	Unencumbered Bal	Budget Remaining
141	71100	REGULAR INSTRUCTION PROGRAM	44,732,698.13	3,785,237.12	24,717,066.30	15,880.33	19,999,751.50	44.71
141	71150	ALTERNATIVE INSTRUCTION PROGRA	1,165,975.00	101,646.26	608,812.97	0.00	557,162.03	47.79
141	71200	SPECIAL EDUCATION PROGRAM	5,435,397.00	463,873.26	2,810,669.46	0.00	2,624,727.54	48.29
141	71300	VOCATION EDUCATION PROGRAM	2,339,190.00	184,880.89	1,153,867.49	1,639.60	1,183,682.91	50.60
141	71600	ADULT EDUCATION PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
141	72110	ATTENDANCE	79,831.00	3,081.00	18,522.77	48,147.52	13,160.71	16.49
141	72120	HEALTH SERVICES	792,301.00	102,677.85	423,095.96	0.00	369,205.04	46.60
141	72130	OTHER STUDENT SUPPORT	2,218,589.00	175,823.28	1,105,217.04	0.00	1,113,371.96	50.18
141	72210	REGULAR INSTRUCTION PROGRAM	3,680,752.35	367,531.34	2,505,722.28	39,118.90	1,135,911.17	30.86
141	72215	ALTERNATIVE INSTRUCTION PROGRA	63,095.00	3,965.30	31,158.76	0.00	31,936.24	50.62
141	72220	SPECIAL EDUCATION PROGRAM	644,076.00	55,749.74	372,103.31	1,310.74	270,661.95	42.02
141	72230	VOCATION EDUCATION PROGRAM	368,541.00	25,477.64	192,841.25	58,178.63	117,521.12	31.89
141	72250	TECHNOLOGY	2,423,242.18	150,315.50	1,331,476.29	30,187.67	1,061,578.22	43.81
141	72260	ADULT PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00
141	72310	BOARD OF EDUCATION	1,137,037.00	95,189.35	367,038.54	14,339.07	755,659.39	66.46
141	72320	OFFICE OF THE SUPERINTENDENT	467,485.00	36,238.25	239,477.15	1,169.84	226,838.01	48.52
141	72410	OFFICE OF THE PRINCIPAL	5,518,304.85	482,687.08	3,217,249.66	0.00	2,301,055.19	41.70
141	72510	FISCAL SERVICES	600,787.00	40,168.90	286,391.63	1,616.82	312,778.55	52.06
141	72520	HUMAN RESOURCES	251,279.00	20,189.71	141,479.56	0.00	109,799.44	43.70
141	72610	OPERATION OF PLANT	5,150,908.00	509,453.11	2,827,881.76	1,908.14	2,321,118.10	45.06
141	72620	MAINTENANCE OF PLANT	2,165,593.37	172,121.13	1,180,838.86	49,883.20	934,871.31	43.17
141	72710	TRANSPORTATION	2,674,810.00	8,776.78	39,110.38	0.00	2,635,699.62	98.54
141	72810	CENTRAL AND OTHER	117,911.00	7,346.14	68,854.10	3,412.65	45,644.25	38.71
141	73300	COMMUNITY SERVICES	1,251,077.98	85,691.24	595,166.17	6,148.89	649,762.92	51.94
141	73400	EARLY CHILDHOOD EDUCATION	383,690.00	33,477.58	208,587.52	339.13	174,763.35	45.55
141	76100	REGULAR CAPITAL OUTLAY	1,809,331.16	12,816.20	445,712.39	54,377.81	1,309,240.96	72.36
141	82130	PRINCIPAL	2,619,867.00	172,702.74	1,246,765.15	0.00	1,373,101.85	52.41
141	82230	INTEREST	205,330.00	0.00	7,481.01	0.00	197,848.99	96.36
141	99100	TRANSFERS TO OTHER FUNDS	95,179.00	0.00	-943.84	0.00	96,122.84	100.99
Grand Expense Totals			88,392,278.02	7,097,117.39	46,141,643.92	327,658.94	41,922,975.16	47.43

Number of Accounts: 5492

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

**SCHOOL BOARD AGENDA ITEM
MARCH 2023 MEETING**

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

BACKGROUND INFORMATION:

PEP – Sales Tax Acct:

In the month of January, only the City’s portion of Local Option Sales Tax Collections was deposited into the PEP account. The deposit was for \$276,795. The Washington County Trustee’s office had someone out of the office a couple weeks in December. It is my understanding that the person that was covering did not have access the State’s website to pull all of the information needed to do the distribution of funds to the school system. This resulted in the funds not being posted at the County Trustee’s office until January which then resulted in the funds being sent to the City of Johnson City for Johnson City Schools in February. During the month of February there will be two deposits for JC School’s portion. The School’s portion that should have been deposited in January is \$172,703.

Interest earnings for November and December have not been transferred into the account. After contacting the City’s Finance Department, they apologized and said that the interest earnings will be caught up in February.

The 2010 Series VII-I-1 monthly interest payment for January was transferred out of the account. The December monthly interest payment has not been transferred out of the account but after contacting the City’s Finance Department, they transferred the funds out of the account in February. The December payment was made, but with the City’s General Fund. The City then transfers the funds from the PEP account to the City’s General Fund.

As of January 31, 2023, the Educational Facilities account had a balance of \$8,393,790.

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

RESPECTFULLY SUBMITTED: *Leia Valley*

PEP Sales Tax Account (Educational Facilities Trust)
January 31, 2023

	FY23 Budget	January, 2023	2nd Quarter	1st Quarter	Current Year to Date	% of Budget	Previous Year to Date
Beginning Bank Balance		\$ 8,200,394.87	\$ 7,028,909.15	\$ 6,453,533.32	\$ 6,453,533.32		\$ 5,176,323.25
Revenues							
City Sales Tax	\$ 2,915,000.00	\$ 276,795.41	\$ 802,227.49	\$ 809,096.60	\$ 1,888,119.50	64.77%	\$ 1,444,781.33
School Sales Tax	1,700,000.00	172,702.74	511,050.58	520,774.53	\$ 1,031,825.11	60.70%	\$ 905,868.60
ADA Adjustment	-		-	42,237.30	\$ 42,237.30	#DIV/0!	\$ -
Interest	4,000.00		2,877.03	683.23	\$ 3,560.26	89.01%	\$ 1,882.13
Total Revenues	4,619,000.00	449,498.15	1,316,155.10	1,372,791.66	2,965,742.17	64.21%	2,352,532.06
Expenditures							
2010 Series VII-I-1 Principal	885,000.00		-	-	-	0.00%	-
2010 Series VII-I-1 Interest	731,700.00	83,400.25	135,919.38	94,844.59	314,164.22	42.94%	107,311.51
2019 GO Bond Library Roof- Principal	75,000.00		-	-	-	0.00%	-
2019 Library Roof GO Bond - Interest	3,750.00		1,875.00	-	1,875.00	50.00%	3,625.00
2019 GO Refunding Principal	275,000.00		-	-	-	0.00%	-
2019 GO Refunding Interest	13,750.00		6,875.00	-	6,875.00	50.00%	23,500.00
2020 Refunding Principal	390,822.00		-	-	-	0.00%	-
2020 GO Refunding Interest	31,875.00		-	41,528.91	41,528.91	130.29%	-
2020 GO - Elem Additions Principal	1,465,000.00		-	-	-	0.00%	-
2020 GO - Elem Additions Interest	596,800.00		-	631,675.00	631,675.00	105.84%	-
New Issue - Principal	75,000.00		-	-	-	0.00%	-
New Issue - Interest	72,600.00		-	28,600.00	28,600.00	39.39%	-
Bank Services Charges	3,000.00	-	-	767.33	767.33	25.58%	38.58
Total Expenditures	4,619,297.00	83,400.25	144,669.38	797,415.83	1,025,485.46	22.20%	134,475.09
Total Net	\$ (297.00)	\$ 366,097.90	\$ 1,171,485.72	\$ 575,375.83	\$ 1,940,256.71		\$ 2,218,056.97
Ending Balance		\$ 8,566,492.77	\$ 8,200,394.87	\$ 7,028,909.15	\$ 8,393,790.03		\$ 7,394,380.22
Statement Balance		\$ 8,393,790.03					
Difference		\$ (172,702.74)					



Johnson City Board of Education Regular Meeting

February 6, 2023

The Johnson City Board of Education met in regular session on February 6, 2023, at 6:00 PM in the Board Room at the Central Office.

Attendance Taken at 6:10 PM.

Dr. Ginger Carter:	Present
Mr. Herb Greenlee:	Present
Mr. Tom Hager:	Present
Mrs. Kathy Hall:	Present
Mr. Jonathan Kinnick:	Present
Mrs. Beth Simpson:	Present
Mrs. Paula Treece:	Absent

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. Opening
- E. Art work on display
- F. Update on Towne Acres

2. RECOGNITIONS

3. ADOPTION OF AGENDA

- Motion to adopt the agenda. With a motion by Mr. Jonathan Kinnick and a second by Dr. Ginger Carter, the motion passed.

Dr. Ginger Carter:	YES
Mr. Herb Greenlee:	YES
Mr. Tom Hager:	YES
Mrs. Kathy Hall:	YES
Mr. Jonathan Kinnick:	YES
Mrs. Beth Simpson:	YES
Mrs. Paula Treece:	Absent

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 December 31, 2022

- Motion to approve the Financial Report Ending December 31, 2022 as submitted by Ms. Leia Valley. With a motion by Mrs. Beth Simpson and a second by Mr. Jonathan Kinnick, the motion passed.

Dr. Ginger Carter: YES

Mr. Herb Greenlee: YES

Mr. Tom Hager: YES

Mrs. Kathy Hall: YES

Mr. Jonathan Kinnick: YES

Mrs. Beth Simpson: YES

Mrs. Paula Treece: Absent

YES: 6, NO: 0, Absent: 1

C. Update on Sales Tax - PEP

6. UNFINISHED BUSINESS

7. CONSENT AGENDA

- Motion to approve the Consent Agenda. With a motion by Mr. Jonathan Kinnick and a second by Dr. Ginger Carter, the motion passed.

Dr. Ginger Carter: YES

Mr. Herb Greenlee: YES

Mr. Tom Hager: YES

Mrs. Kathy Hall: YES

Mr. Jonathan Kinnick: YES

Mrs. Beth Simpson: YES

Mrs. Paula Treece: Absent

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. Approval of the 2023-24 Science Hill High School Program of Studies

F. Request approval of Special Courses at Science Hill.

- Organic Chemistry
- Women in History
- Sports Psychology

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

A. SHHS, Grand Topper Restrooms Budget Recommendation

- Motion to approve the SHHS, Grand Topper Restrooms Budget Recommendation. With a motion by Mr. Jonathan Kinnick and a second by Mrs. Beth Simpson, the motion passed.

Dr. Ginger Carter: YES
Mr. Herb Greenlee: YES
Mr. Tom Hager: YES
Mrs. Kathy Hall: YES
Mr. Jonathan Kinnick: YES
Mrs. Beth Simpson: YES
Mrs. Paula Treece: Absent

YES: 6, NO: 0, Absent: 1

B. Recommendation for additional funding for the field and field event facilities at Indian Trail Middle School; shared cost with the City, up to \$350,000 if it goes over the budgeted amount of \$1.2 million.

- Motion to approve the Recommendation for additional funding for the field and field event facilities at Indian Trail Middle School; shared cost with the City, up to \$350,000 if it goes over the budgeted amount of \$1.2 million. With a motion by Mr. Jonathan Kinnick and a second by Mrs. Beth Simpson, the motion passed.

Dr. Ginger Carter: YES
Mr. Herb Greenlee: YES
Mr. Tom Hager: YES
Mrs. Kathy Hall: YES
Mr. Jonathan Kinnick: YES
Mrs. Beth Simpson: YES
Mrs. Paula Treece: Absent

YES: 6, NO: 0, Absent: 1

9. **NEW BUSINESS**

A. Resolution Requesting General Assembly to Amend Tennessee Code Annotated § 49-6-3115; To Allow School Districts to Make Retention Decisions for Third and Fourth Grade Students

- Motion to approve the Resolution Requesting General Assembly to Amend Tennessee Code Annotated § 49-6-3115; To Allow School Districts to Make Retention Decisions for Third and Fourth Grade Students. With a motion by Dr. Ginger Carter and a second by Mr. Jonathan Kinnick, the motion passed.

Dr. Ginger Carter: YES
Mr. Herb Greenlee: YES
Mr. Tom Hager: YES
Mrs. Kathy Hall: YES
Mr. Jonathan Kinnick: YES
Mrs. Beth Simpson: YES
Mrs. Paula Treece: Absent

YES: 6, NO: 0, Absent: 1

B. Current Meeting Communication Follow Up

- Resolution
 - Place resolution on the JC school's website
 - Send resolution to all Legislators and Governor
 - Send resolution to the press
- Place facility plans on the Science Hill and Indian Trail websites
- Place the 2023-2024 Program of Studies and Special Courses on the Science Hill website

10. INFORMATION ITEMS

A. BOE Calendar of Events

B. Personnel Items

C. Donations

11. COMMITTEE REPORTS

12. BOARD UPDATES AND DISCUSSION

13. MEETING DATES

14. ADJOURNMENT

6:34 PM

Chairman

Board Secretary



Johnson City Board of Education Special Meeting

February 6, 2023

The Johnson City Board of Education met in special session on February 6, 2023, at 5:00 PM in the Maple Room at the Central Office.

Attendance Taken at 5:00 PM.

Dr. Ginger Carter:	Present
Mr. Herb Greenlee:	Absent
Mr. Tom Hager:	Present
Mrs. Kathy Hall:	Present
Mr. Jonathan Kinnick:	Present
Mrs. Beth Simpson:	Present
Mrs. Paula Treece:	Absent

Present: 5, Absent: 2.

1. CALL TO ORDER AND PURPOSE OF MEETING

A. Policy Review - Sections Two, Five & Six

1. 2.200 - Annual Operating Budget
2. 2.400 - Revenues
3. 2.401 - Gifts and Bequests to the School System
4. 2.802 - Payroll Procedures
5. 2.806 - Bids and Quotations
6. 5.100 - Personnel Goals
7. 5.103 - Job Descriptions
8. 5.106 - Application and Employment
9. 5.108 - Supervision
10. 5.113 - In-Service and Professional Learning Opportunities
11. 5.116 - Staff Positions
12. 5.201 - Separation Practices for Non-Tenured Teachers
13. 5.500 - Discrimination/Harassment of Employees (Sexual, Racial, Gender, Ethnic, Religious)
14. 5.602 - Staff Time Schedules
15. 5.604 - Overtime Pay of Non-Exempt Personnel
16. 5.609 - Use of School System Technology
17. 5.610 - Staff-Student Relations
18. 5.802 - Superintendent of Schools Duties
19. 5.902 - Board Collaborative Conferencing Agent

20. 6.200 - Attendance
21. 6.202 - Home Schools
22. 6.204 - Attendance of Non-Resident Students
23. 6.208 - Release During School Hours
24. 6.304 - Student Discrimination/Harassment Bullying, Cyber-bullying and Intimidation
25. 6.305 - Student Concerns, Complaints and Grievances
26. 6.307 - Drug-Free Schools
27. 6.320 - Use of the Internet
28. 6.405 - Medicines
29. 6.408 - Supervision of Students
30. 6.413 - Prevention and Treatment of Sports Related Concussions
31. 6.702 - Student Organizations
32. 6.705 - Student Social Events
33. 6.3071 - Student Alcohol and Drug Testing
34. 2.403 - Surplus Property Sales
35. 2.6011 - Fundraising Activities

2. ADJOURNMENT

5:41 PM

Chairman

Board Secretary

Science Hill High School
PROPOSED FUNDRAISING ACTIVITY

Fund / Club / Class Account Name: Topper Creations

Proposed Fundraising Activity: Topper Creations will sell a variety of items for the SHHS Merc. Store and Topper Academy.

Dates for Proposed Activity: 1/20/2023 → 5/24/2023

Proposed Uses of Funds Raised: Equipment and supplies.

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

Students who need Community Service hours for Graduation will work with staff at Topper Creations. Students will also learn about running a small business and business practices.

Method By Which School Will Receive Profit:

Cash or Check

Requested By: [Signature] Date: 1/20/2023

Name

Topper Creations Director

Title

Approved By: [Signature] Date: 1/25/23

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.

E-MAILED
2.15.23

**Science Hill High School
PROPOSED FUNDRAISING ACTIVITY**

Fund / Club / Class Account Name: Boys Basketball

Proposed Fundraising Activity: Topper Kids Camp

Dates for Proposed Activity: May 30th June 2nd

Proposed Uses of Funds Raised: To help finance Christmas trip next year

Expected Student Involvement (school-wide or specific school organization):
Players will be camp counselors and assist the kids with basketball skills

Method By Which School Will Receive Profit: Cash / Checks

Requested By: Jon Higgins Date: 2-15-23
Name
Head Boys Basketball Coach
Title

Approved By: [Signature] Date: 2/16/23
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.

E-MAILED

**Science Hill High School
PROPOSED FUNDRAISING ACTIVITY**

Fund / Club / Class Account Name: Showstoppers #70107

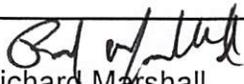
Proposed Fundraising Activity: Improv Team Benefit Performance

Dates for Proposed Activity: 3/10/23

Proposed Uses of Funds Raised: Funds will be donated to the Niswonger Children's
Hospital Miracle Network

Expected Student Involvement (school-wide or specific school organization):
10 to 12 Showstopper Improv Team Members

Method By Which School Will Receive Profit: Ticket Sales (\$5.00 per ticket) and donations

Requested By:  Date: 2/16/23
Name

Showstopper Director
Title

Approved By:  Date: 2/20/23
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 High School
PROPOSED FUNDRAISING ACTIVITY

Fund / Club / Class Account Name: Hilltopper Herald (Student Newspaper)

Proposed Fundraising Activity: Advertising on Hilltopper Herald website (topperherald.com) for \$30/month

Dates for Proposed Activity: Feb. 2023 and beyond

Proposed Uses of Funds Raised: Donate to support independent Ukrainian media @ <https://helpukraine.thefix.media>

Expected Student Involvement (school-wide or specific school organization):
N.A. Ads on website filled w/ student work

Method By Which School Will Receive Profit:
ETSU + Milligan, \$30/month, by check

Requested By: Brett Barnett Date: 2/8/23
Name
Teacher
Title

Approved By: [Signature] Date: 2/20/23
Principal

Approved By: [Signature] 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

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

**Science Hill High School
PROPOSED FUNDRAISING ACTIVITY**

Fund / Club / Class Account Name: SHHS FFA

Account: FFA 80200

Proposed Fundraising Activity: Greenhouse Sales

22' - 23' SY

Dates for Proposed Activity: 22' - 23' SY

Proposed Uses of Funds Raised: To ~~enhance~~ enhance and

support the Horticulture Program of
Study at SHHS CTE.

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

Students will grow, market, and sell
Horticulture products made in the program.

Method By Which School Will Receive Profit: All proceeds will

be deposited into the FFA account.

Requested By:  Date: 2/24/23

Name
Teacher / FFA Advisor

Title

Approved By:  Date: 2-24-23

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 High School
PROPOSED FUNDRAISING ACTIVITY**

Fund / Club / Class Account Name: SkillsUSA Construction
Acct. 80714

Proposed Fundraising Activity: Sale of student build wood projects, signs, and printed discount cards

Dates for Proposed Activity: SY 2022-23

Proposed Uses of Funds Raised: Pay for materials to prepare for regional and state competitions and travel expenses.

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

Method By Which School Will Receive Profit: Cash/Check

Requested By: Rich Murray/Robert Tester Date: 2/24/23
Name
Teachers/Advisors
Title

Approved By: [Signature] Date: 2-24-23
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.



School Request Form

Board Approval to issue Checks over \$5,000

School: Cherokee Elementary

From: Mr. Richard Hutson Date: 1/27/23

Check Amount: \$ 6,745.90 Vendor: JC Schools

Reason/Purpose: Educare Sweep - January

Check Amount: _____ Vendor: _____

Reason/Purpose: _____

Check Amount: _____ Vendor: _____

Reason/Purpose: _____

Check Amount: _____ Vendor: _____

Reason/Purpose: _____

Richard Hutson

C. Demelo



School Request Form

Board Approval to issue Checks over \$5,000

School: Fairmont

From: Beth Baldwin

Date: 1/30/23

Check Amount: 10,719.00

Vendor: Johnson City Schools

Reason/Purpose: January Educare sweep

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Lake Ridge Elementary

From: Dr. Renee' Wood

Date: 01/30/2023

Check Amount: \$ 48,110.90 Vendor: Johnson City Schools

Reason/Purpose: January Educare/ECLC sweep.

Check Amount: _____ Vendor: _____

Reason/Purpose: _____

Check Amount: _____ Vendor: _____

Reason/Purpose: _____

Check Amount: _____ Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Mountain View Elementary School

From: Dr. Melissa Stukes

Date: 02/17/2023

Check Amount: \$ 6,417.75 **NO** Vendor: Johnson City Schools
Reason/Purpose: Educare sweep for February 2023(estimated)

Check Amount: _____ Vendor: _____
Reason/Purpose: _____

Check Amount: _____ Vendor: _____
Reason/Purpose: _____

Check Amount: _____ Vendor: _____
Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Towne Acres Elementary

From: Renee Barnett, Bookkeeper

Date: 2/10/23

Check Amount: 9,461.00

Vendor: Johnson City Schools

Reason/Purpose: Educare Sweep for

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Woodland Elementary

From: Mia Manire
Bookkeeper

Date: 2-10-23

Check #
13893

Check Amount: \$14,691.00

Vendor: Johnson City Schools

Reason/Purpose: ECLC Sweep for January 2023

Check #
13894

Check Amount: \$13,948.82

Vendor: Johnson City Schools

Reason/Purpose: Educare sweep for January 2023

Check #
13897

Check Amount: \$5,459.60

Vendor: Johnson City Schools

Reason/Purpose: Topper Tots @ Woodland Sweep for
January 2023

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Liberty Bell Middle School

From: Holly Flora/Heather Lonon

Date: 02/08/2023

A handwritten signature in black ink, appearing to read "Holly Flora", written over a horizontal line.

Check Amount: \$ 7,000.00

Vendor: Science Hill High School

Reason/Purpose: _____

This check will reimburse Science Hill High school for baseball purchases for Liberty Bell athletes and could be up to \$7000.00.

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Liberty Bell Middle School

From: Holly Flora/Heather Lonon

Date: 02/08/2023

A handwritten signature in black ink, appearing to read "Holly Flora", written over a horizontal line.

Check Amount: \$ 10,000.00

Vendor: Premier Athletics

Reason/Purpose: _____

This check will pay Premier athletics their percentage for the baseball fundraiser and could be up to \$10,000.00

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Liberty Bell Middle School

From: Holly Flora/Heather Lonon

Date: 02/08/2023

A handwritten signature in black ink, appearing to read "Holly Flora", written over a horizontal line.

Check Amount: \$ 7,000.00

Vendor: Riddell

Reason/Purpose: _____

This check could be up to \$7000.00 for football helmet/pads reconditioning

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Liberty Bell Middle School

From: Holly Flora/Heather Lonon

Date: 02/10/2023

A handwritten signature in black ink, appearing to read "Holly Flora", written over a horizontal line.

Check Amount: \$ 15,000.00

Vendor: Lifetouch/Shutterfly

Reason/Purpose: _____

Yearbook purchases for 2022-2023 school year could be up to \$15,000.00.

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

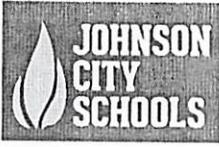
Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: Science Hill

From: J. McIntosh

Date: 1-31-2023

Check Amount: \$8030.95 Vendor: Riddell

Reason/Purpose: Football helmets

Check Amount: _____ Vendor: _____

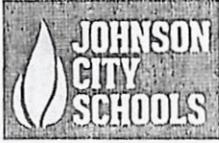
Reason/Purpose: _____

Check Amount: _____ Vendor: _____

Reason/Purpose: _____

Check Amount: _____ Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: JHHS

From: S. McIntuff

Date: 2-7-2023

Check Amount: \$6237.00

Vendor: Embassy Suites
Murfreesboro

Reason/Purpose: Hotel Rooms for Softball team

Check Amount: 39,480.66

Vendor: JC Schools

Reason/Purpose: Education Sweep - July 2022 - Jan. 2023

Check Amount: 5,725.00

Vendor: JC Schools

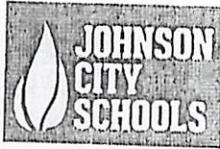
Reason/Purpose: Online Course fee Sweep

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

E-MAILED
2-15-23



School Request Form

Board Approval to issue Checks over \$5,000

School: Science Hill High School

From: S. McInturff

Date: 2-20-23

Check Amount: 8500.86

Vendor: Riddell

Reason/Purpose: Reconditioning helmets + pads - football

Check Amount: 5591.19

Vendor: BSN

Reason/Purpose: uniforms - soccer

Check Amount: 6237.00

Vendor: Embassy Suites

Reason/Purpose: Rooms for softball team.

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: _____

From: _____

Date: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Burd, Meranda

From: Mcinturff, Sandra
Sent: Tuesday, January 31, 2023 9:20 AM
To: Burd, Meranda
Subject: Board Approvals over \$5000
Attachments: Board approval over \$5000.pdf

Categories: Green category

I overlooked this one in my file. My apologies.

Board approval over \$5000; see attached.

Sandra McInturff

Science Hill High School
Bookkeeper
423.232.2164 Office
423.434.5570 Fax

#choosejoy



School Request Form
Board Approval to issue Checks over \$5,000

School: Science Hill

From: Sandy McIntyre

Date: 12-15-22

Check Amount: 8,977.00

Vendor: EBSCO

Reason/Purpose: EBSCO Package - Library # L71100429

Check Amount: 5,963.26

Vendor: BSN Varsity BSN

Reason/Purpose: Baseball clothing

Check Amount: _____

Vendor: _____

Reason/Purpose: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



School Request Form

Board Approval to issue Checks over \$5,000

School: _____

From: _____

Date: _____

Check Amount: _____

Vendor: _____

Reason/Purpose: _____



MOUNTAIN VIEW MUSTANGS

To: Dr. Robbie Anderson

Cc: Patti Fatherree, Angela Turner, Leia Valley

Date: February 17, 2023

Re: Budget Amendments

This request is written for approval of a revision Title I Budget for Mountain View, 2022-2023 SY.

We are requesting a transfer of the funds listed below:

- Title I-\$10,000.00 to be transferred from 71100-722 (Regular Instructional Equipment) to 71100-429 (Instructional Materials & Supplies)

Thank you in advance for your attention to this matter.

Respectfully submitted,

Dr. Melissa Stukes,
Principal

Angela Turner,
Bookkeeper

907 King Springs Road
Johnson City, TN 37601

Mountain View Elementary School

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

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

Towne Acres Elementary School



2310 Larkspur Drive
Johnson City, TN 37604
(423) 854-4800
(423) 854-4810 fax



TO: Dr. Steve Barnett and the Board of Education
FROM: Dr. Josh Simmons, Principal
Renee Barnett, Bookkeeper
DATE: February 20, 2023
REFERENCE: Requesting Budget Amendment

Towne Acres Elementary is requesting permission to amend our Site Base budget for the 2022-2023 SY within the following categories:

Move \$1,000.00 from Instructional Supplies (L71100 429 000) to Science Supplies (L71100 429 902)

This will be used to purchase supplies for spring science projects and STEM day supplies.

Thank you.



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

Field Trip Request Form 4.302

In compliance with Johnson City School Board Policy, curriculum related field trips shall be regulated in the following manner:

Each class may participate in curriculum related field trips. There must be definite correlation between subject matter and the field trip. The timing of the two must also coincide.

This request form must be approved by the principal. Out-of-state and overnight trips must have prior approval by the director of schools. Trips which are both overnight and out-of-state must also have prior approval by the School Board.

GENERAL INFORMATION:

School Indian Trail Middle School Teacher Lee Whitson
 Grade/Class/Club Participating 6th grade Chorus Students
 Destination Opryland Convention Center and Hotel, Nashville, TN
 Purpose of Trip Tennessee Treble Honor Choir
 Names of Chaperones Lee Whitson and parents

TRANSPORTATION INFORMATION

Number of students attending 7 Date of Trip April 21-22, 2023 Day(s) of Week Friday + Saturday
 Cost per child see attached Means of Transportation parent Transit confirmation _____
 Expected Time of Departure 8:00 am Expected time of return at parent discretion

CURRICULUM

- To what subject area of the curriculum does this trip relate?
Choral performance demonstrating high rigor, musical literacy, and expressive qualities in a larger advanced ensemble.
- What are pupils expected to gain from the trip? (Be specific)
Students will gain experience by performing challenging repertoire with other advanced students from TN. In participating, they will gain leadership.
- What follow up activities will be used to evaluate and supplement the field trip?
Students will return and share warmup ideas, new ^{class} techniques and rehearsal methods. These, along with other related experiences, will be shared with the class.

APPROVAL

Teacher Lee Whitson Date 1-20-23 Principal [Signature] Date 2-3-23
 Superintendent (If required) _____ Date _____
 Nurse notified _____ Date _____ Transit notified _____ Date _____
 Cafeteria notified _____ Date _____ Permission slips sent-Date _____

Extra Questions for Overnight Field Trips:

In addition to cost per student:

Is it self-funded from student? what percentage? 90% funded by student (\$60 registration, hotel cost which will vary depending on parents' choice of hotel, and meals. School paid for music and audition fee.)

Was there a fundraising opportunity to meet the needs of the student's direct financial responsibility?
NO

Are any students excluded from this trip based on inability to secure funding for the trip? How many?
NO

Number of students going in the group requesting the trip... Number of students total in group.

7 students earned spots and 7 students attending



JOHNSON CITY SCHOOLS

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GENERAL INFORMATION:

School Liberty Bell Middle School Teacher Emily Broadhead

Grade/Class/Club Participating 6th grade Chorus students

Destination Opryland Hotel + Convention Center, Nashville, TN

Purpose of Trip Tennessee Treble Honor Choir

Names of Chaperones Emily Broadhead + parents

TRANSPORTATION INFORMATION

Number of students attending 10 Date of Trip 4/21-22/23 Day(s) of Week Friday/Saturday

Cost per child see attachmt Means of Transportation parent Transit confirmation _____

Expected Time of Departure ~ 8 am Expected time of return at parent discretion

CURRICULUM

- To what subject area of the curriculum does this trip relate?
Choral performance demonstrating high rigor, musical literacy, and expressive qualities in a larger advanced ensemble
- What are pupils expected to gain from the trip? (Be specific)
Students will gain experience by performing challenging repertoire with other advanced choir students from across TN. They will gain new leadership skills.
- What follow up activities will be used to evaluate and supplement the field trip?
Students will return and share warm up ideas, new techniques, and rehearsal methods, along with other experiences, with their class.

APPROVAL

Teacher Emily Broadhead Date 1/19/23 Principal [Signature] Date 1/23/22

Superintendent (If required) _____ Date _____

Nurse notified yes - email Date 1/19/23 Transit notified n/a Date _____

Cafeteria notified _____ Date _____ Permission slips sent-Date _____

Extra Questions for Overnight Field Trips:

In addition to cost per student:

Is it self-funded from student? what percentage?

90% funded by student (\$60 registration, hotel cost which will vary depending on parents' choice of hotel, and meals. School paid for music and audition fee.)

Was there a fundraising opportunity to meet the needs of the student's direct financial responsibility?

No.

Are any students excluded from this trip based on inability to secure funding for the trip? How many?

No.

Number of students going in the group requesting the trip... Number of students total in group.

10 students earned spots; 10 students are attending.



JOHNSON CITY SCHOOLS

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Dr. Steve Barnett, Superintendent of Schools

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GENERAL INFORMATION:

School Science Hill - CTE Teacher Rich Murray / Robert Tester / Jeff Kleven

Grade/Class/Club Participating 10-12 Construction, MEP, Automotive - SkillsUSA

Destination Chattanooga, TN

Purpose of Trip TN SkillsUSA State Conference and State Competitions

Names of Chaperones Rich Murray, Robert Tester, Jeff Kleven

TRANSPORTATION INFORMATION

Number of students attending 25 Date of Trip 4/16-4/19 Day(s) of Week Sunday - Wednesday

Cost per child \$500 Means of Transportation Activity bus Transit confirmation _____

Expected Time of Departure 1:00 pm Expected time of return 3:00 pm

CURRICULUM

- To what subject area of the curriculum does this trip relate?
CTSO requirement and job skill development
- What are pupils expected to gain from the trip? (Be specific)
Leadership development, teamwork development, time management, productivity, communications
- What follow up activities will be used to evaluate and supplement the field trip?
Introductions of students to stakeholders in local industries

APPROVAL

Teacher Robert Tester Date 2/1/23 Principal [Signature] Date 2-1-23

Superintendent (If required) _____ Date _____

Nurse notified _____ Date _____ Transit notified _____ Date _____

Cafeteria notified _____ Date _____ Permission slips sent-Date _____

Extra Questions for Overnight Field Trips:

In addition to cost per student:

Is it self-funded from student? what percentage?

Yes. 40%

Was there a fundraising opportunity to meet the needs of the student's direct financial responsibility?

Yes. Sale of student-made goods

Are any students excluded from this trip based on inability to secure funding for the trip? How many?

No

Number of students going in the group requesting the trip... Number of students total in group.

25



JOHNSON CITY SCHOOLS

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Dr. Steve Barnett, Superintendent of Schools

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GENERAL INFORMATION:

School Science Hill High School Teacher Jon Renner
 Grade/Class/Club Participating Varsity Girls Wrestling
 Destination Gibbs High School
 Purpose of Trip Region 1 Wrestling Tournament
 Names of Chaperones Javelle Gillespie

TRANSPORTATION INFORMATION

Number of students attending 7 Date of Trip 2/16-2/17 Day(s) of Week Thursday & Friday
 Cost per child \$0 Means of Transportation Activity Bus Transit confirmation Yes
 Expected Time of Departure 2/16 @ 1 PM Expected time of return 2/17 @ 11 PM

CURRICULUM

- To what subject area of the curriculum does this trip relate?

- What are pupils expected to gain from the trip? (Be specific)

- What follow up activities will be used to evaluate and supplement the field trip?

APPROVAL

Teacher [Signature] Date 2/15/23 Principal [Signature] Date 2/15/23
 Superintendent (If required) _____ Date _____
 Nurse notified _____ Date _____ Transit notified _____ Date _____
 Cafeteria notified _____ Date _____ Permission slips sent-Date _____

Addendum
Overnight Field Trip Request Form 4.302
(Please complete the following on an as needed basis for each request.)

What percentage of the activity is self-funded from student?

Was there a fundraising opportunity to meet the needs of the student's direct financial responsibility and, if so, what was the opportunity?

Number of Eligible Students for Field Trip 7

Number of Student Attending the Field Trip 7

What measures are in place to enable all students to participate?

The Region 1 Girls Wrestling Tournament was moved from a one-day tournament (Friday, 2/17/23) to a two-day tournament (2/16 & 2/17) on Wednesday 2/15/23. The at will require the athletes to miss school on Friday, 2/17/23. Postseason costs are paid for by the SHHS Athletic Department, so there will be no required cost for athlete participation.



JOHNSON CITY SCHOOLS

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Dr. Steve Barnett, Superintendent of Schools

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GENERAL INFORMATION:

School Science Hill High School Teacher Kimberly Thompson

Grade/Class/Club Participating 10th & 11th

Destination Belmont University

Purpose of Trip Student Congress on Policies in Education SCOPE

Names of Chaperones 1

TRANSPORTATION INFORMATION

Number of students attending 4 Date of Trip March 6th-7th Day(s) of Week 2

Cost per child _____ Means of Transportation Rented Vehicle Transit confirmation _____

Expected Time of Departure Noon on the 6th Expected time of return 9:00 pm on the 7th

CURRICULUM

1. To what subject area of the curriculum does this trip relate?

Government

2. What are pupils expected to gain from the trip? (Be specific)

The conference brings students from around the state to discuss current topics in education. Students will explore these issues through a mock school board meeting; group

3. What follow up activities will be used to evaluate and supplement the field trip?

discussions. Attending a school board meeting (local)

APPROVAL

Teacher [Signature] Date 2/20/03 Principal [Signature] Date 2/20/03

Superintendent (If required) _____ Date _____

Nurse notified _____ Date _____ Transit notified _____ Date _____

Cafeteria notified _____ Date _____ Permission slips sent-Date _____

Addendum

Overnight Field Trip Request Form 4.302

(Please complete the following on an as needed basis for each request.)

What percentage of the activity is self-funded from student? 0% of the activity is self-funded by the student

Was there a fundraising opportunity to meet the needs of the student's direct financial responsibility and, if so, what was the opportunity? N/A The board of education is funding.

Number of Eligible Students for Field Trip 4

Number of Student Attending the Field Trip 4

What measures are in place to enable all students to participate?

The board of education is funding to ensure all students can participate

SCOPE

STUDENT CONGRESS ON POLICIES IN EDUCATION

Tuesday, March 7, 2023 • Belmont University

On March 7, TSBA will host the 2023 Student Congress on Policies in Education (SCOPE) conference, which brings together 9th-12th grade students from across the state to discuss current topics in education. Participants will explore education issues through mock school board meetings and group discussions.

At the end of the day, participants meet as a congress where each group's student leader debates on one of the day's topics. These events are designed to give students an understanding of how school boards operate. Students will express their opinions by voting on position statements involving the debated issues. Finally, delegates will elect 2024 SCOPE officers from among the day's speakers.

AGENDA

- 8:00 a.m. Registration, Breakfast, and Group Photos
- 9:00 a.m. Opening General Session
- 9:30 a.m. Small Group Session (ALL GROUPS)
- 11:00 a.m. Lunch Session 1 (Groups 1-5)
- 11:00 a.m. Prepare for Debate Session (Groups 6-10)
- 11:00 a.m. Prepare for Debate Session (Groups 11-16)
- 11:20 a.m. Lunch Session 2 (Groups 6-10)
- 11:40 a.m. Lunch Session 3 (Groups 11-16)
- 12:00 p.m. Prepare for Debate Session (Groups 1-5)
- 12:20 p.m. Prepare for Debate Session, Cont. (Groups 6-10)
- 12:40 p.m. Prepare for Debate Session, Cont. (Groups 11-16)
- 2:00 p.m. Closing General Session
Debate Session
Action and Recommendations
Election of 2024 Officers
- 3:00 p.m. Adjournment

LOCATION

Belmont University

1900 Belmont Blvd.
Nashville, Tennessee 37212

Registration, group photos and breakfast begin at 8 a.m. (CST) in the R. Milton & Denice Johnson Center (Harrington Place Dining). The first general session begins at 9 a.m. (CST)



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-748540 - 8
 Quote Expiration Date: 24-FEB-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Jim Swaney	Customer Contact:	Tammy Pearce
Customer Name:	Johnson City Schools	Title:	Supervisor of Student Services
Enrollment:	7,999	Address:	FINANCE DEPT PO BOX 1517
Contract Term:	40 Months	City:	JOHNSON CITY
Start Date:	24-FEB-2023	State/Province:	Tennessee
End Date:	30-JUN-2026	Zip Code:	37605
		Country:	United States
		Phone #:	(423) 434-5585

Product Description	Quantity	Unit	Extended Price
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Initial Term 24-FEB-2023 - 30-JUN-2024			
License and Subscription Fees			
PowerSchool Enrollment Registration	7,999.00	Students	USD 34,438.16
PowerSchool Enrollment School Locator	2,000.00	User	USD 2,701.37
PowerSchool Enrollment Add-on Form	200.00	User	USD 4,727.40
PowerSchool Enrollment Additional Language - Spanish	1.00	Each	USD 1,350.68
PowerSchool Enrollment One Time Discount	1.00	Each	USD -12,974.22
PowerPack: Digital Document Management SIS SaaS	7,999.00	Students	USD 13,775.26
PowerSchool SIS One Time Discount	1.00	Each	USD -3,576.54
PowerSchool Enrollment School Choice for PS SIS	799.00	Applications	USD 6,753.42

License and Subscription Totals: **USD 47,195.53**

Professional Services and Setup Fees

PowerSchool Enrollment Deployment Guided	1.00	Each	USD 7,552.25
PowerSchool Enrollment School Locator Implementation	1.00	Each	USD 2,295.00
PowerSchool Enrollment Add-on Form Implementation	1.00	Each	USD 3,095.00
PowerSchool Enrollment Additional Language Implementation	1.00	Each	USD 0.00
PowerPack: Digital Document Management Implementation	1.00	Each	USD 2,140.00
PowerSchool Enrollment School Choice Implementation	1.00	Each	USD 1,970.00

Professional Services and Setup Fee Totals: **USD 17,052.25**

Training Services

Enrollment Per Person Per Day Training Remote	3.00	Each	USD 1,140.00
Enrollment Per Person Per Day Training Remote	5.00	Each	USD 1,900.00

Training Services Total: **USD 3,040.00**

Subscription Period Total

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Total Discount	USD 26,796.76
Initial Term	24-FEB-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 67,287.78

Due Date	Payment Amount
24-MAR-2023	USD 20,092.25
1-JUL-2023	USD 47,195.53

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

PowerSchool Enrollment Registration	7,999.00	Students	USD 25,496.81
PowerSchool Enrollment School Locator	2,000.00	User	USD 2,000.00
PowerSchool Enrollment Add-on Form	200.00	User	USD 3,500.00
PowerSchool Enrollment Additional Language - Spanish	1.00	Each	USD 1,000.00
PowerPack: Digital Document Management SIS SaaS	7,999.00	Students	USD 10,198.72
PowerSchool Enrollment School Choice for PS SIS	799.00	Applications	USD 5,000.00

Annual Ongoing Fees Total: USD 47,195.53

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:

https://www.powerschool.com/MSA_Feb2022/

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid on or before the Due Date as set forth in this quote.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 13-FEB-2023

Johnson City Schools
Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****



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

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

The Student Information System (SIS) that we utilize in the Johnson City School District is PowerSchool. The annual contract has been through the approval process with the City of Johnson City. We would like to purchase the On-Line Enrollment application add-on. This application would permit us to implement on-line student enrollment and digital document management through PowerSchool. The add-on application allows us to go paperless with our enrollment processes and record maintenance. We would like to begin this process for the 2023-24 school year beginning in April with our Kindergarten Registration. If you have questions or need further clarification please feel free to contact me. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Tammy L. Pearce".

Tammy L. Pearce, Ed.S.



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

In September the three math coaches, Chelsea Lee, Tiffany Hibbitts, and Glenda Conner along with Robbie Anderson and Todd Barnett traveled to Knoxville to attend the first East TN Math High-Quality Instructional Materials (HQIM) session to prepare for the process of the math textbook adoption. Each principal was asked to recommend and select textbook committee members to represent their schools. At the middle school level, each grade level and each site were equally represented. At the high school level, each math subject was represented. The entire K-12 textbook committee convened on November 14 for a half-day meeting to discuss the process for textbook approval, the significance of the math committee's work with the shift in the TN Academic Math standards (for the 2023-24 school year), the state's response to providing High Quality Instructional Materials (HQIM) for teachers, the district's TCAP subgroup data including trends across all grade bands, and the importance for our district of implementing a new math program with fidelity. The K-12 committee also discussed priorities in selecting new math materials and completed a needs assessment for our district.

On November 1st, the math coaches attended the next East TN Math HQIM session where they were provided with the official state board-approved list of textbooks for review. The math coaches provided the list to teachers via email with online access to each approved textbook series. After the teachers reviewed the samples online, the coaches sent out a preliminary survey to gather the top four textbooks from the approved list for their grade level/subject taught. The K-12 textbook committee met again in mid-November and agenda items included: updates from the state, a discussion of the preliminary survey results, and the development of a District Math Vision. Dr. Anderson ordered all samples of textbooks. K-8 textbook samples were displayed at Central Office and Science Hill High School housed the secondary textbook samples.

In December, the K-12 math textbook committee met once again. At this meeting, the district's Math Instructional Vision was presented to the committee; the coaches gave a sample update that included a math curriculum viewing schedule for ALL stakeholders in our district; and the coaches distributed a scoring rubric for the committee based on the results of our district's needs assessment. Each committee member then took that rubric back to their respective grade level/school to gather input from all teachers in their department.

Upon returning to school on January 4th, the textbook committee divided into grade level bands and met to discuss the information collected from the rubrics members had scored after reviewing the math samples on display. At the middle and high school levels, Big Ideas Learning and Envision emerged as the top two selections. Glenda Conner then set up district textbook meetings with those two companies, inviting all teachers, not just textbook committee members. After attending both presentations each grade level/subject taught voted on which textbook would meet the needs of our students, teachers, and community. Big Ideas Learning was the unanimous choice for grades 6-8, Algebra 1, Geometry, and Algebra 2.

In grades K-5, principals scheduled time in the teacher center for their entire staff to visit and view the textbook samples on display during the month of January. The samples were also available for community members to review. Math coach Tiffany Hibbitts then sent out a survey to the math committee representatives of each elementary school asking for feedback regarding the samples. Three textbook companies emerged as the top math programs securing the most teacher interest: Savvas: envision; Curriculum Associates: i-Ready; and McGraw-Hill: TN Reveal. Tiffany Hibbitts arranged for presentations from each of these companies. Savvas: envision presented on February 14; McGraw-Hill presented on February 15; and Curriculum Associates i-Ready presented on February 21. Following the presentation on February, the committee discussed the pros and cons for each program and then voted for their top two selections. Based on the combined values of first and second place votes, Savvas: envision received the most votes.

Following board approval, textbook orders will be placed and a comprehensive staff development plan will be developed to support the new adoption.

[K-12 Math Textbook Committee Presentation Link](#)



BOARD OF EDUCATION

Kathy Hall, Chair Jonathan Kinnick, Vice Chair Paula 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.





Grant Details

Grant ID: GR-0223013357**Account Name:** Liberty Bell Middle School**Award Date:** 02-21-2023**Grant Allocation Amount:** \$20,000.00**Grant Period Start Date:** 02-21-2023**Grant Period End Date:** 05-31-2025**Grant Milestones**

Year: 2023-24

Amount: \$10,000.00

Year: 2024-25

Amount: \$10,000.00

Grant Requirements:

The purpose of this grant is to assist the grantee's implementation of the PLTW Gateway program, in partnership with John Deere. Grantee must offer at least one PLTW Gateway unit in the 2023-2024 academic year and must offer one additional unit each academic year of the grant period (two different units in two years). Schools may implement any PLTW Gateway units of their choosing, except for Medical Detectives. Grant funds may not be spent on the PLTW Gateway Medical Detectives unit. Grantee must complete two years of Grant reporting.

Allowable Expenses:

PLTW Participation Fee; Required computers and/or tablets; Program required equipment and supplies; PLTW Core Training and the following related expenses incurred: travel, room, and board

Unallowable Expenses:

Benefits; Meals; Infrastructure; Renovations; Indirect Costs; Equipment and supplies listed as Optional; Training Cancellation Fees; Training Substitution Fees; Trainings where there was a no-show; Trainings where a credential was not earned; Salaries; Stipends for use during PLTW Core Training; Stipends unrelated to PLTW Core Training; Any other expenses not specified as allowable

Reporting Requirements:

Grantees receiving a PLTW grant are required to submit an Annual Grant Report and Annual Grant Financial Report by April 15 for each year of the grant period. Grantees must also assist PLTW in collecting annual teacher and student surveys. Surveys will be administered by PLTW and are intended to inform

Terms of Service

Privacy Policy

Use of myPLTW is governed by **PLTW's Privacy Policy** and applicable law. User data PLTW sends or requests from InKling, PLTW's curriculum platform provider, during use of myPLTW is consistent with the language of **PLTW's Privacy Policy**, which requires compliance with COPPA, FERPA, and/or other applicable laws and regulations.

[Need Help?](#)

Contact us at 877.335.7589 or solutioncenter@pltw.org

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Johnson City Board of Education

Monitoring: Review Annually, in January	Fiscal Management Goals and Objectives	Descriptor 2.100	Issue Date 4/4/2022
		Rescinds 2.100	Issued 4/14/2014

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

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 maintaining **an** 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: Review Annually, in January	Annual Operating Budget	Descriptor 2.200	Issue Date 4/5/2016
		Rescinds 2.200	Issued 4/1/2013

The school system budget is the operational plan stated in financial terms which describes the programs to be ~~conducted~~ **funded** during the fiscal year that begins July 1 and ends June 30 the following year.

PREPARATION PROCEDURES

Budget planning shall include an analysis of previous staffing, curriculum and facilities, and projections requiring additional staffing, curriculum modifications, and additional facilities.

Budget preparation shall be the responsibility of the Director of Finance who will establish procedures for the involvement of the Board of Education and staff, including requests from department heads, federal program supervisors and principals, all of whom shall seek advice and suggestions from other staff and faculty members. The Board, after making any changes, shall approve the budget.

The Superintendent of Schools and the Chairman of the Board shall develop a budget preparation calendar. The calendar shall be used as a guide for coordinating the budgetary activities of individuals and groups, collecting budget data, reviewing budget problems, and making budget decisions.

HEARING AND REVIEWS

The proposed budget will be available for inspection in the office of the Superintendent of Schools.

FINAL ADOPTION PROCEDURE

The Board shall adopt a budget by a roll call vote and submit it to the City Commission no later than forty-five (45) days prior to the actual date the budget is to be adopted by the City Commission in June.¹ A total of three (3) readings by the City Commission is required before adoption can take place.

The Superintendent of Schools shall file with the Commissioner of Education a copy of the budget within the time prescribed by law.²

The budget will be advertised by the City of Johnson City as a portion of the city budget after it has been adopted and presented to the City Commission in accordance with the City Charter.

FEDERAL PROGRAMS

Budgets for federal programs must comply with grant guidelines and the guidelines applicable to other system budgets.

Legal References:

1. TCA 6-36-110, TCA 49-2-203(a)(10)
2. TCA 49-2-301(b)(1)(z); TRR/MS 0520-1-2-.13(2)(a)

Cross Reference:

Executive Committee 1.301

Johnson City Board of Education

Monitoring: Review Annually, in January	Revenues	Descriptor 2.400	Issue Date 4/4/2022
		Rescinds 2.400	Issued 4/4/2019

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

2
3 The schools may receive funds collected from activities and for events held at or in connection with the
4 school, including contracts with other schools for interschool events. All monies collected from lunch
5 rooms, athletics, entertainments, school clubs, fees, concessions and all fund raising activities are to be
6 included in this **source category** of funds. ¹

7
8 Except for school books and school lunches, the purchase of services or items intended for resale through the
9 schools shall be subject to sales tax based on the purchase price to the vendor providing the service or item. ²

10
11 **FEES**

12
13 School fees are to be kept to a minimum and may be expended only for the purposes for which they were
14 collected. The purpose and amounts of all fees must have the approval of the Board.

15
16 No fees shall be required of any student as a condition to attend the school or use its equipment.³ School fees
17 shall be waived for students who receive free or reduced-price lunches.⁴ No student will be penalized for non-
18 payment of any materials fee.

19
20 **FINES**

21
22 A student will be held responsible for the cost of replacing any materials or property which the student loses
23 or damages⁵ including textbooks, library books, equipment, technology and buildings. All money collected
24 as fines shall be placed in the general school fund.

25
26 **TUITION INCOME**

27
28 Children whose parents or guardians reside outside the city of Johnson City may be enrolled in Johnson City
29 Schools by payment of tuition. The Superintendent of Schools and the Board of Education shall determine if
30 and under what circumstances tuition students will be allowed to enroll. Enrollment will be allowed only when
31 space is available in the appropriate grade level. Waivers on maximum class size as established by the state
32 will not be requested to accommodate tuition students. Principals shall have the discretion to hold enrollment
33 below the state maximum for just cause.

34
35 Tuition may be paid quarterly, but must be paid in advance. Failure to pay tuition in advance of the quarter
36 shall result in dismissal of the student from Johnson City Schools.

37
38 Teachers and services will not be added to the school program to accommodate tuition students.

39
40 Pre-school programs are not included in the tuition program.

1 Tuition reductions may be allowed for full time employees of the city of Johnson City, including the Johnson
2 City Schools, for their legal dependents; and
3

4 ~~1. Second child discounts for full time employees of the city of Johnson City, including Johnson
5 City Schools, who are already paying tuition and who have a second child enrolled during the
6 2014-2015 school year. These students may continue to receive the second child discount
7 throughout their k-12 education in Johnson City Schools.~~
8

9 Employees of the city of Johnson City and the Johnson City Schools must pay tuition by payroll deduction
10 according to the procedures approved by the Director of Finance. Employees will not receive a tuition
11 reduction unless these procedures are followed or unless the entire year's tuition is paid in advance.
12

13 RENTAL INCOME

14
15 Unless otherwise approved by the Superintendent of Schools, the principal will collect and remit to the central
16 office all money received for use of a particular school facility or other school property.
17

18 GRANTS

19
20 Funds/grants for educational purposes made available by local, state or federal government will be sought by
21 the school system only when the conditions of their availability are in harmony with the purposes and policies
22 of the Board and the laws of the state and county. All staff members are encouraged to seek such grant
23 funding.
24
25

27 Legal References:

- 28 1. TCA 49-2-110(a)
- 29 2. TCA 67-6-102
- 30 3. TCA 49-6-3001(a) ; TCA 49-2-110(c)
- 31 4. TCA 49-2-114
- 32 5. TCA 37-10-101; 102
- 33
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- 35
- 36

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: Review Annually, in January	Gifts and Bequests to the School System	Descriptor 2.401	Issue Date 4/4/2019
		Rescinds 2.401	Issued 2/2/2009

The Board shall establish and or identify a non-profit corporation to be known as the Johnson City Schools Foundation, Inc. to receive and administer private grants, gifts, bequests and endorsements for student aid, scholarships and other purposes.¹

The Board shall request that gifts which are not available for immediate school use be made to the Johnson City Schools Foundation, Inc., which will use them for the designated purpose.

The Board shall request that the Johnson City Schools Foundation, Inc. manage its funds **with limited risk in a non-speculative manner**, and that gifts in a form other than cash shall be converted to cash in a reasonable time and manner, unless it is to be held in kind for a designated period or for a designated reason.

The Board shall request that the Foundation provide a financial report to the Board annually no later than May 30. The report shall include information on grants awarded and contributions received.

Gifts of money, property, or securities immediately usable in the schools which may serve to enhance and extend the work of the schools may be received by the system.

The system shall not be obligated to accept gifts.

It shall be the general policy of the system to direct those who desire to make contributions to consider equipment or services that are not likely to be acquired from public fund expenditures.

The following guidelines will apply to gifts to the system:

1. Equipment contributed to the schools becomes the property of the system and is subject to the same controls and regulations that govern the use of other school-owned property.
2. Contributions of equipment or services that may involve major costs for installation or maintenance, or initial or continuing financial commitments from school funds, shall be presented by the Superintendent of Schools' office for Board consideration and approval.
3. The purchases of equipment on a matching fund basis, (part of cost provided by an individual or organization and part by the Board of Education from public funds) may be allowed.
4. Individuals or organizations desiring to contribute supplies or equipment will be encouraged to counsel with school officials regarding the acceptability of such contributions in advance of the solicitation of funds or the making of budgetary appropriations.
5. A list of supplies and equipment contributed primarily for school use shall be reported to the Board by the Superintendent of Schools' office at least annually.
6. The Board shall not be obligated to accept property which is subject to any charge or encumbrance.

Legal References:

1. TCA 49-6-2006(a)

Cross References:

- Staff Conflict of Interest 5.601
- Staff Gifts and Solicitations 5.605
- Student Gifts 6.701

Johnson City Board of Education

Monitoring: Review Annually, in January	Accounting System	Descriptor 2.700	Issue Date 2/7/2017
		Rescinds 2.700	Issued 4/5/2016

1
2 **CENTRAL OFFICE**

3
4 The Superintendent of Schools shall maintain a system of accounting, arranged according to the regulations
5 prescribed by the Commissioner of Education, which provide a detailed and accurate account of all receipts
6 and disbursements of the schools.¹

7
8 **GENERAL FUNDS**

9
10 Through appropriations by the City Commission, the school system annually receives budgeted funds for
11 operation purposes. Those funds shall be accounted for in accordance with the City of Johnson City Finance
12 Department Regulations and in accordance with the State of Tennessee finance accounting codes. The
13 Annual Public School Financial Report shall be filed and certified in accordance with Department of
14 Education regulations and submitted to the State.

15
16 All school accounts shall be audited on an annual basis by an independent auditor selected by the City. The
17 auditor shall be required to provide to the Board of Education a detailed breakdown of audit adjustments.
18 When administering the budget, the Superintendent of Schools shall strive to hold expenditures within the
19 budgeted amounts thus making the actual financial report comply as much as possible with the budget which
20 was approved by the Johnson City Board of Education. The total budgeted amount shall not be exceeded
21 without the approval of an amended budget by the Board and the City Commission. The undesignated fund
22 balance cannot be expended without prior approval of the Board.

23
24 **FEDERAL FUNDS**

25
26 Each individual federal fund will have a supervisor appointed by the Superintendent of Schools. That
27 supervisor will be responsible for assuring that the fund is administered according to the following:

- 28
29
- 30 1. Fund application as approved;
 - 31 2. Purchasing procedures of the Johnson City School System;
 - 32 3. Expense accounts not exceeding the federal funds budgeted;
 - 33 4. The Federal Government Educational Department of General Administrative Regulations; and
 - 34 5. Year-end completion reports completed accurately and submitted in a timely manner.

35 **INTERNAL ACTIVITY FUNDS**

36
37 The Board authorizes each respective school under its jurisdiction to receive activity and other internal
38 funds, such as athletic ticket money, school lunch funds and school class funds.²

39
40 The Board shall hold each principal responsible for the management of all internal accounts under his
41 jurisdiction in accordance with the *Tennessee Internal School Uniform Accounting Policy Manual*.³

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Legal References:

1. TCA 49-2-301(b)(1)(D);TCA 49-3-316(a)(1)
2. TCA 49-2-110(a)
3. TCA 49-2-110(c) and (d)

Cross References:

Petty Cash 2.801
Student Activity Funds Management 2.900
Expenditure of Funds 2.800

Johnson City Board of Education

Monitoring: Review Annually, in January	Inventories	Descriptor 2.702	Issue Date 10/6/2008
		Rescinds 2.702	Issued 2/4/2008

The Superintendent of Schools shall establish an accurate inventory procedure for all school real and personal (e.g., material and equipment) property, and this system shall be implemented at each school facility. Equipment is defined as all tangible personal property (machinery, tools, furniture, vehicles and other apparatus) with a unit cost of \$500.00 or more and a minimum useful life expectancy of one year. Administrative personnel shall ensure that a physical count of all such property is taken at the end of each school year, and this inventory shall be properly entered on the appropriate records for accounting purposes.¹

Each school shall maintain a complete inventory of text books and library materials with a duplicate maintained in the central office.

The annual inventories will be conducted at the end of each school year in accordance with the following criteria:

1. EQUIPMENT AND TEXTBOOKS

One hundred percent (100%) inventory will be conducted on the following categories:

- a. All equipment purchased with a value as established in the Tennessee Internal School Manual.
- b. ALL textbooks.
- c. Other items of lesser value at the principal's discretions.

2. MEDIA CENTERS

Media center materials and supplies will have at least a twenty percent (20%) inventory annually with a one hundred percent (100%) inventory every FIVE years.

3. FURNITURE

An inventory of furniture (desks, tables, chairs, etc.) and other fixtures shall be maintained for insurance purposes. This inventory shall be updated annually by principals/administrators/designees.

EQUIPMENT PROCURED WITH FEDERAL DOLLARS

The Superintendent shall establish procedures for administrators to follow which meet all federal accountability guidelines, including guidelines for the purchasing, inventorying, security and disposition of all equipment purchased with federal funds.²

Legal Reference:

1. Tennessee Internal School Uniform Accounting Policy Manual; Section 4-13
2. EDGAR 43 Subtitle A Part 80.334; CFR 80.3-522

Johnson City Board of Education

Monitoring: Review Annually, in January	Payroll Procedures	Descriptor 2.802	Issue Date 4/1/2013
		Rescinds 2.802	Issued 7/2/2012

1
2 All employees shall be paid twice monthly.

3
4 No advance payments of salary shall be made. Upon resignation or retirement of school personnel, final
5 salary payment shall be withheld until all records and assets in custody of the employee are satisfactorily
6 transferred to his successor or another designated person.

7
8 ~~If the end of a pay period falls on a non-working day, employees will be paid on the last working day~~
9 ~~prior to the end of the pay period.~~

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17 Cross References:

18 Compensation Guides and Contracts 5.110
19 Resignation 5.204
20 Retirement 5.205
21 Overtime Pay 5.604
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Johnson City Board of Education

Monitoring: Review Annually, in January	Purchasing	Descriptor 2.805	Issue Date 4/4/2022
		Rescinds 2.805	Issued 4/5/2016

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 they 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 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/ 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 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.²
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
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46 _____
47 Cross Reference:

48 Expenditure of Funds 2.800
49 Bids and Quotations 2.806
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51
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Johnson City Board of Education

Monitoring: Review Annually, in January	Bids and Quotations	Descriptor 2.806	Issue Date 4/13/2020
		Rescinds 2.806	Issued 4/4/2019

1 All purchases of supplies, materials, equipment, and contractual services of ~~twenty-five-fifty~~ thousand dollars
 2 ~~(\$25,000- \$50,000)~~ or more, including those of individual schools, shall be based on sealed competitive bids.
 3 These bids shall be solicited by advertisement in a newspaper of general circulation in the district and by
 4 publication on the Internet. However, said newspaper advertisement and Internet publication may be waived
 5 by the purchasing agent in an emergency. The purchasing agent shall advertise for bids and receive
 6 quotations. The principal shall serve as purchasing agent in each school.¹

7
 8 Purchases between the amounts of ~~fifteen~~ twenty thousand (\$~~15,000~~ &20,000) and ~~twenty-five thousand~~
 9 ~~forty-nine thousand nine hundred nintety nine~~ (\$49,999) dollars will be solicited by the city purchasing
 10 department. ~~Purchases over the amount of ten thousand dollars (\$10,000) must be submitted to the city~~
 11 ~~for approval.~~

12
 13 All purchases of less than ~~fifteen thousand~~ twenty thousand dollars (\$~~15,000~~ 20,000), including those of
 14 individual schools, may be made in the open market without newspaper notice, but shall, whenever possible,
 15 be based on at least three (3) competitive bids. Written quotes shall be obtained for purchases between ~~two~~
 16 ~~four~~ thousand dollars (\$~~2,000~~ \$4,000) and ~~fourteen~~ nineteen thousand nine hundred ninety nine dollars and
 17 ninety nine cents (\$~~14,19~~19,999).

18
 19 The lowest and best bid shall be accepted. The Board reserves the right to reject any or all bids
 20 or any part of any bid and, if applicable, to accept that bid which is best as evidenced by reasons relative
 21 to the purpose of the purchase. Any bid may be withdrawn prior to the scheduled time for the opening
 22 of bids. Any bid received after the time and date specified shall not be considered.

23
 24 The bidder to whom the award is made may be required to enter into a written contract.

25
 26 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding
 27 or other purchasing procedures is prohibited.

28
 29 Contracts for legal services, educational consultants, and similar services by professional persons shall not be
 30 based upon competitive bids but shall be awarded on the basis of recognized competence and integrity.²

- 31
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 35 Legal References:
- 36 1. TCA 49-2-203(a)(3); TCA 49-2-203(a)(3)(A)(B);
 - 37 TCA 49-2-206(b)(2)
 - 38 2. TCA 12-4-106

- 35 Cross References:
- 36 Purchases 2.805

Johnson City Board of Education

Monitoring: Review Annually, in January	Purchase Orders and Contracts	Descriptor 2.808	Issue Date 4/6/2015
		Rescinds 2.808	Issued 4/14/2014

General

All purchases made by the school system shall be by purchase order, report of goods or formal contract, and no purchase shall be made nor payment approved unless covered by an approved purchase order. School system credit and procurement cards for specific individuals may be authorized by the Board for limited use.

Purchase orders will include the following essentials:

1. A specification which adequately describes to the supplier the characteristics and the quality standards of the item required;
2. A firm, quoted, net delivered price, whenever possible; and
3. Signature of purchasing agent (Superintendent of Schools, principal, department head or federal programs supervisor).

Contracts shall be made only with responsible suppliers with the following considerations:

1. The supplier has the potential ability to perform successfully under the terms and conditions of a proposed procurement;
2. A system for contract administration shall be maintained to assure supplier conformance with terms, conditions, and specifications of the contract or purchase order, and to assure adequate and timely follow-up of all purchases;
3. Contracts shall contain such provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where suppliers violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
4. All contracts, including those of individual schools, will meet all requirements of state and federal laws, rules, and regulations.^{1,2}
5. With the approval of, or ratification by, the Board of Education, contracts may be entered into by the Superintendent of Schools and/or the appropriate director or supervisor of programs, including federal programs.²

Legal References:

1. TCA 49-2-203(a)(4); *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-11; TCA 49-2-206(b)(2).
2. EDGAR 43 Subtitle A Part 80.334

Cross References:

- Purchasing 2.805**
Bids and Quatations 2.806
Requisitions 2.807

Johnson City Board of Education

Monitoring: Review Annually, in February	Personnel Goals	Descriptor 5.100	Issue Date 4/5/2021
		Rescinds 5.100	Issued 5/5/2008

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The Board of Education recognizes that the employment of highly qualified personnel is essential **if for a** quality education ~~is to prevail for~~ **of** students of the school system. In order for the Board to provide a well-qualified staff capable of designing, implementing, and evaluating educational programs, the following goals are adopted.

1. Recruitment, selection, employment and retention of the best qualified personnel available;
2. Provision of attractive compensation and benefits as well as other provisions for staff welfare;
3. Preparation and deployment of personnel in the most effective way to achieve the goals of the Board of Education;
4. Provision of professional growth opportunities for all employees designed to contribute both to the improvement of the educational program and to career development aspirations of staff;
5. Development of a climate in which optimum staff performance, morale, and satisfaction are produced;
6. Involvement of staff in planning, decision making, and evaluation; **and**
7. Development and updating of job descriptions by appropriate administrators; ~~and.~~

The Johnson City School System will use the state evaluation program as a means to provide for the continuous improvement of staff performance and educational programs of the school system.

Cross Reference:

School District Goals & Objectives 1.700

Johnson City Board of Education

Monitoring: Review Annually, in February	Job Descriptions	Descriptor 5.103	Issue Date 4/4/2019
		Rescinds 5.103	Issued 3/5/2007

1 A copy of each job description shall be provided to the employee and the immediate supervisor. Job
2 descriptions shall be provided by the Director of Human Resources' office. Job descriptions shall be used as
3 guides in annual employee evaluations.
4

5 ~~The Superintendent of Schools shall maintain a comprehensive, coordinated set of~~ Job descriptions **shall**
6 **be used for all positions so as** to promote efficiency and economy in the staff's operations.
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28 _____
29 Cross References:

30 Evaluation 5.109

31 Duties of the Superintendent of Schools 5.802
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Johnson City Board of Education

Monitoring: Review Annually, in February	Application and Employment	Descriptor 5.106	Issue Date 4/4/2022
		Rescinds 5.106	Issued 4/5/2021

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.¹ 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.²

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, **recent evaluations, if available, and along with** reference information from persons such as previous employers, college professors and supervisors of student teachers. 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.¹

No person shall be employed:

1. Who **is not eligible for or** does not hold a valid license to teach from the State Board of Education;
2. Who is listed on the state’s abuse of vulnerable persons registry maintained by the Department of Health;⁷
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;⁷
4. Who does not receive a satisfactory background check;

- 1 5. Who has not complied with the Immigration Reform and Control Act of 1986;
- 2
- 3 6. Who does not present a physician's certificate showing a satisfactory health record or has
- 4 any contagious or communicable disease in such form that might endanger the health of school
- 5 children;⁴
- 6
- 7 7. Who refuses to take and subscribe to an oath to support the Constitution of the State of
- 8 Tennessee and of the United States of America;⁵ or
- 9
- 10 8. Who fails to make a full disclosure of any prior criminal record and any prior dismissals
- 11 from employment for cause.¹
- 12

13 *Classified Employees*

14 No person shall be employed:

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- 17 1. Who has any contagious or communicable disease in such form that might endanger the health
- 18 of ~~the~~ children;⁴
- 19
- 20 2. Who has been identified by the Department of Children's Services as a perpetrator of child abuse,
- 21 severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat to the
- 22 health, safety, or welfare of children;⁷
- 23
- 24 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of
- 25 Health;⁷
- 26
- 27 4. Who has not complied with the Immigration Reform and Control Act of 1986;⁶
- 28
- 29 5. Who does not receive a satisfactory background check;⁷ or
- 30
- 31 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 32 employment for cause.
- 33

34 **EMPLOYMENT**

35 *Certified Employees*

36 After checking references and recommendations, the Superintendent of Schools shall fill positions and assign

37 qualified applicants.⁷

38 *Classified Employees*

39 It shall be the responsibility of the principals to select the classified employees for the school served and

40 recommend same to the Superintendent of Schools. The Superintendent of Schools is responsible for

41 employing all classified personnel.

42 Central office, cafeteria, and maintenance and other system wide personnel shall be interviewed and employed

43 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: Review Annually, in February	Supervision	Descriptor 5.108	Issue Date 4/5/2021
		Rescinds 5.108	Issued 6/1/2009

Supervision of administrative and supervisory personnel shall be provided by the Superintendent of Schools.

~~**Apprentice teachers shall be assisted by supervising teachers in the development of competencies required by the Board.¹**~~

All teachers shall be supervised by the principal of their home school or their supervising administrator.

Support personnel shall be supervised by the person designated on the approved job description.

The immediate supervisor and Superintendent of Schools' office share the responsibility for providing orientation experience for newly hired employees. Periodic training sessions will be provided for employees or employee groups as deemed necessary.

The immediate supervisor has the responsibility of assigning specific duties and for giving guidance to the employee for the satisfactory performance of those duties.

The Superintendent of Schools/designee shall assign hours of work for all positions.

~~**Apprentice teachers shall be assisted by supervising teachers in the development of competencies required by the Board.¹**~~

Legal Reference:

1. TCA 49-6-3004(c)(2)

Cross References:

- Nepotism 1.108
- Line and Staff Relations 5.101
- Job Descriptions 5.103
- Staff Positions 5.116

Johnson City Board of Education

Monitoring: Review Annually, in February	In-Service and Professional Learning Opportunities	Descriptor 5.113	Issue Date 4/5/2021
		Rescinds 5.113	Issued 8/3/2015

IN-SERVICE EDUCATION

In-service education is a program of planned activities designed to increase the competencies needed by all personnel in the performance of their responsibilities. Competencies are defined as the knowledge, skills, and attitudes which enable personnel to perform their tasks with maximum effectiveness to increase student achievement.

Administrative and Supervisory Employees

Administrative and supervisory employees shall show evidence of continual professional growth by attendance at in-service programs and institutes, studying professional literature, meeting with other professionals for discussion, and otherwise keeping abreast of research in methodology, curriculum, and student growth and development.

Each principal and administrator shall be required to fulfill all state mandated training.¹

Professional Employees

The Superintendent and **his their** staff shall assess system-wide needs, establish priorities, develop objectives, design activities, and evaluate the in-service program.²

In-service credit shall not be given while performing duties which are required as part of regular teaching assignments.

Support Personnel

The immediate supervisors of support personnel shall be responsible for providing in-service trainings. Leaves to attend meetings relating to the employee's job description may be granted by the Superintendent of Schools without loss of pay to the employee.

PROFESSIONAL LEARNING PROGRAM

Professional learning programs and activities shall reflect the Standards for Professional Learning³ as listed below and shall reflect the needs identified in school improvement plans.

The Board may pay expenses of selected personnel who participate in the training sessions conducted by the State Department of Education.

The Superintendent of Schools shall involve central office personnel and other employees as needed in developing the system-wide professional learning program and shall recommend it to the Board for approval.

Standards for Professional Learning

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~~**LEARNING COMMUNITIES: Professional learning that increases educator effectiveness and results for all students occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.**~~

~~**LEADERSHIP: Professional learning that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.**~~

~~**RESOURCES: Professional learning that increases educator effectiveness and results for all students requires prioritizing, monitoring, and coordinating resources for educator learning.**~~

~~**DATA: Professional learning that increases educator effectiveness and results for all students uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.**~~

~~**LEARNING DESIGNS: Professional learning that increases educator effectiveness and results for all students integrates theories, research, and models of human learning to achieve its intended outcomes.**~~

~~**IMPLEMENTATION: Professional learning that increases educator effectiveness and results for all students applies research on change and sustains support for implementation of professional learning for long term change.**~~

~~**OUTCOMES: Professional learning that increases educator effectiveness and results for all students aligns its outcomes with educator performance and student curriculum standards.**~~

Legal References: _____

- 1. TCA 49-5-5703 (a)
- 2. State Department of Education Guidelines for Planning Approvable In-service Education Activities; TCA 49-1-214; TCA 49-6-3004(c)(1)
- 3. Tennessee State Board of Education Policy 5.200, *Professional Development*

Cross References: _____

- School Calendar 1.800
- Curriculum Development 4.200
- Reporting Student Progress 4.601

Johnson City Board of Education

Monitoring: Review Annually, in February	Personnel Records	Descriptor 5.114	Issue Date 4/4/2022
		Rescinds 5.114	Issued 4/13/2020

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;¹
3. Evaluations;
4. Cumulative information files;
5. INS Form I-9;² 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.³
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.⁴
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;⁵

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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 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.

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

Cross Reference:

School Board Records 1.407

Johnson City Board of Education

Monitoring: Review Annually, in February	Staff Positions	Descriptor 5.116	Issue Date 4/4/2019
		Rescinds 5.116	Issued 8/3/2015

1 CREATION OF POSITION

2
3 All staff positions shall be approved through the budget process in accordance with an organizational plan
4 submitted by the Superintendent of Schools.¹ Before an additional position is established, the Superintendent
5 of Schools will present to the Board a **job** description **of the job responsibilities**, qualifications, performance
6 responsibilities and the method by which the performance of these responsibilities will be evaluated.

7
8 The Superintendent of Schools may revise the organizational plan as long as budgetary amounts are not
9 exceeded and Board policy is not violated. In the event of reorganization, the Superintendent of Schools will
10 adhere to all applicable reduction in force guidelines and will inform, in a timely manner, the Board of the
11 change and include the change in the Superintendent's report at the next board meeting. If change in personnel
12 creates additional encumbrance on a future budget, prior approval of the Board is required.

13 REDUCTION IN FORCE

14
15
16 When it becomes necessary to reduce the number of positions in the system because of a decrease in
17 enrollment or for other good reasons, the Board shall abolish the positions and dismiss such employees
18 as may be necessary.²

19 Certified Personnel

20
21
22 Reductions in staff will be made to have the least detrimental effect on students. In general, this objective
23 dictates a staff reduction policy which:

- 24 1. Retains the most effective teachers;
- 25 2. Avoids undue increases in class size; and
- 26 3. Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

27
28
29 The elimination of a position does not necessarily mean the person occupying the position will be dismissed.
30 When an employee is released, it is the responsibility of the Superintendent to make a recommendation about
31 which employee shall be released based upon a composite of the following criteria:

- 32 1. Effectiveness in teaching and in related professional responsibilities evidenced by teacher
33 evaluation;
 - 34 2. Adaptability to other assignments (academic and extracurricular);
 - 35 3. Evidence of professional growth as well as specialized or advanced training;
 - 36 4. Previous history of grade levels and subject areas taught; and
 - 37 5. Type, length and quality of service made to the teaching profession and the school system.
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2 When a teacher is released because of reduction in staff, the teacher shall be given written notice of release
3 explaining the circumstances or conditions making dismissal necessary. A teacher who rated in the three (3)
4 highest categories based on evaluations and is dismissed because of abolition of position shall be placed on a
5 list for reemployment.³
6

7 The fitness of any teacher for re-employment shall be determined on the basis of the teacher's competence,
8 compatibility and suitability to properly discharge the duties required by the position with consideration
9 for the best interests of the students in the school where the vacancy exists. The teacher's most recent
10 evaluations shall be a factor in such determination.³
11

12 It shall be the responsibility of the separated teacher to notify the Superintendent of Schools in writing of his
13 availability and current address.
14

15 **Classified Personnel**

16

17 When a non-licensed employee is released because of a reduction in the number of support positions, the
18 Superintendent of Schools shall give the employee written notice of dismissal explaining the circumstances or
19 conditions making termination of employment necessary.⁴
20

21 The contract of each classified employee shall contain a statement regarding the reduction in force policy.
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35 **Legal References:**

- 36 1. OP Tenn. Atty. Gen. 93-66 (November 29, 1993)
- 37 2. TCA 49-5-409(d)
- 38 3. TCA 49-1-302
- 39 4. TCA 49-5-511(b)
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Johnson City Board of Education

Monitoring: Review Annually, in February	Separation Practices for Tenured Teacher	Descriptor 5.200	Issue Date 1/9/2023
		Rescinds 5.200	Issued 4/4/2022

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 INVESTIGATION¹**

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.
12

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

14
15 The Superintendent of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of
16 duty, unprofessional conduct, and insubordination. Before a teacher is suspended, ~~he/she~~ **they** shall be: (1)
17 provided with written notice, including the reasons for the suspension along with an explanation of the
18 evidence; (2) given an opportunity to respond to the Superintendent at a conference, if requested within five
19 (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be
20 represented by counsel at the conference, which shall be recorded.
21

22 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

23
24 The board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial
25 hearing officers as defined under Tennessee law.
26

27
28 When charges are made against a tenured teacher, charging the teacher with offenses which may justify
29 dismissal or a suspension greater than three days, the charges shall be made in writing, specifically stating the
30 offenses which are charged, and shall be signed by the party or parties making the charges.
31

32
33 If, in the opinion of the board, the charges are of such nature as to warrant the dismissal or a suspension
34 greater than three days of the teacher, the Superintendent of Schools shall give the teacher a written notice of
35 this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of
36 Education advising the teacher of ~~his/her~~ **their** legal duties, rights, and recourse.

37
38 A tenured teacher who has been given notice of charges against them may within thirty (30) days after receipt
39 of notice give written notice to the Superintendent of Schools of them request for a hearing.

40
41 The Superintendent of Schools shall, within five (5) days after receipt of request, assign a hearing officer from
the list maintained by the board.

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

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

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

23 24 **RESIGNATION**

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

30
31 The conditions under which it is permissible to break a contract with the Board are as follows:

- 32
33 1. The drafting of the teacher into military service by a selective service board;
- 34 2. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
35 statement of a physician approved by the Board;
- 36 3. The release by the Board of the teacher from the contract which the teacher has entered into with
37 the Board.⁶

38
39 Any teacher on leave shall notify the Superintendent of Schools in writing at least thirty (30) days prior to the
40 date of return if the teacher does not intend to return to the position from which ~~he/she~~ they has taken leave.
41 Failure to render such notice may be considered a breach of contract.⁷

42
43 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the
44 State Board of Education and request the suspension of a teacher's certificate. After the State Board of
45 Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of
46 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five
47 (365) days.⁸

48 49 **RETIREMENT**

50

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

3
4 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the
5 retirement system.

6
7 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
8 responsibility of the retiring teacher to provide verification of eligibility in writing from TCRS to the central
9 office. It shall be the responsibility of the retiring teacher to file for benefits.

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18 Legal References:

- 19 1. TCA 49-5-511(a)(3)
- 20 2. TCA 49-2-301 (b)(1)(EE); 49-5-512(d)
- 21 3. TCA 49-5-511(a)(2)
- 22 4. TCA 49-5-511 through 513
- 23 5. TCA 49-5-512, 513
- 24 6. TCA 49-5-508(a)
- 25 7. TCA 49-5-706
- 26 8. TCA 49-5-411(b)
- 27 9. Public Acts of 2017, Chp. No 287
- 28 10. TCA 8-36-821

Johnson City Board of Education

Monitoring: Review Annually, in February	Separation Practices for Non-Tenured Teachers	Descriptor 5.201	Issue Date 1/9/2023
		Rescinds 5.201	Issued 4/4/2022

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.

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.~~ **If reinstated, the teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an appropriate penalty.**

SUSPENSION PENDING AN INVESTIGATION¹

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.

SUSPENSION OF THREE DAYS OR LESS²

A Superintendent of Schools/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 DAYS²

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

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

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

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

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

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

NONRENEWAL

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

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

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

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

RESIGNATION

1 A teacher shall give the Superintendent of Schools notice of resignation at least thirty (30) days before the
 2 effective date of the resignation.⁴ The Board may waive the thirty (30) days notice requirement and permit a
 3 teacher to resign in good standing.
 4

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

- 7 1. The drafting of the teacher into military service by a selective service board;
- 8 2. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
 9 statement of a physician approved by the Board;
- 10 3. The release by the Board of the teacher from the contract which the teacher has entered into with
 11 the Board.⁶
 12

13 Any teacher on leave shall notify the Superintendent of Schools in writing at least thirty (30) days prior to the
 14 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
 15 Failure to render such notice may be considered a breach of contract.⁵
 16

17 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the
 18 State Board of Education and request the suspension of a teacher's certificate. After the State Board of
 19 Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of
 20 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five
 21 (365) days.⁶
 22

23 RETIREMENT

24 Retirement shall mean a termination of services under conditions which will allow the teacher to draw benefits
 25 from retirement plans and/or social security benefits.
 26

27 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the
 28 retirement system. Central office personnel shall assist teachers in securing retirement benefits; however, it
 29 shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from TCRS to
 30 the central office. It shall be the responsibility of the retiring teacher to file for benefits.
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 32
 33

34 ***(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and does***
 35 ***NOT follow the suspension/dismissal procedures outlined in this policy.)***
 36

37 _____
 38 Legal References:

37 _____
 38 Cross Reference:

- 39 1. TCA 49-5-511(a)(3)
- 40 2. TCA 49-2-301 (b)(1)(GG); TCA 49-5-512(d)
- 41 3. TCA 49-5-409
- 42 4. TCA 49-5-508
- 43 5. TCA 49-5-706
- 44 6. TCA 49-5-411(b)(4)
- 45 7. Public Acts of 2017; Chp No. 287
- 46 8. TCA 8-36-821
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Johnson City Board of Education

Monitoring: Review Annually, in February	Separation Practices for Classified Employees	Descriptor 5.202	Issue Date 4/5/2021
		Rescinds 5.202	Issued 7/2/2012

SUSPENSION

The Superintendent of Schools/designee is authorized to suspend an employee at any time when deemed necessary.¹ Before an employee is suspended/dismissed, ~~he~~ they shall be: (1) provided with reasons for the suspension; (2) given an opportunity to respond; and (3) given a written decision.

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

DISMISSAL

All classified employees are employed at the will of the Superintendent. The Superintendent of Schools may dismiss any classified employee during the contract year for any reason.

RESIGNATION

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

The immediate supervisor shall forward copies of the written notice of resignation the day received to the Superintendent of Schools' office. The payroll office will prepare final payment for the next appropriate scheduled pay day.

RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or social security benefits. Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

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

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

Legal Reference:

1. TCA 49-2-301(b) (1) (EE)(FF)

Johnson City Board of Education

Monitoring: Review Annually, in March	Acquired Immune Deficiency Syndrome (AIDS)	Descriptor 5.401	Issued Date 4/3/2017
		Rescinds 5.401	Issued 4/2/2007

The Board has the responsibility to ensure that each school system employee is in a state of physical condition which will not endanger his personal health or the health of others. Concerns regarding health matters shall be approached within the boundaries of confidentiality. Information in regard to the personal health of employees shall be considered confidential.

The Superintendent of Schools shall be responsible for developing, revising and implementing the administrative guidelines and procedures for this policy. The Superintendent of Schools shall be responsible for enforcing this policy by communicating it to all personnel and by providing necessary instruction to all administrators.

HIV/AIDS TESTING

No school official can require any employee to undergo an HIV antibody test or other HIV-related test. This does not preclude school officials from requiring an employee to undergo an examination when another communicable illness is suspected.¹

LIABILITY AND NON-DISCRIMINATION

No employee who is diagnosed with HIV infection or AIDS shall be prevented from continuing ~~his~~**their** employment. No disciplinary action may be taken against an employee solely on the basis of HIV infection or AIDS. Action may be taken against an employee only if ~~he is~~**they are** disabled and the disability interferes with his ability to perform the activities involved in employment duties. The Board shall make reasonable accommodation to enable the employee to perform employment duties as may be required by state or federal law.²

CONFIDENTIALITY

If information is received regarding an employee's HIV status, the Superintendent of Schools may consult with the school board attorney on the appropriate course of action to pursue, bearing in mind the school system's potential liability for defamation, employment discrimination, and breach of confidentiality requirements.³

Information about an employee's HIV status is not to be documented in the employee's personnel file and shall not be faxed.^{1,3}

Information regarding an employee's HIV status is confidential and may not be released to anyone except:³

1. Persons named on an Authorization for Release of Confidential HIV-Related Information Form
2. Persons listed on a court order, and
3. Persons authorized to receive such information without a release or court order according to TCA 68-10-113

1 Under no circumstances shall information identifying an employee with AIDS be released to the public.
2

3 **INFECTION CONTROL**

4 To prevent and manage exposure in the workplace, all school system employees will receive in-service
5 training and education annually regarding HIV/AIDS and OSHA's Blood-borne Pathogens Standard. The
6 board shall follow the most current Centers for Disease Control and Prevention (CDC) Universal Precautions
7 for Prevention of Transmission of Human Immunodeficiency Virus, Hepatitis B Virus, and Other Blood-borne
8 Pathogens in Health Care Settings.¹

9 **EDUCATION AND TRAINING**

10 Annually, the Superintendent of Schools shall ensure that all employees, including newly hired staff, receive
11 current HIV training. These programs can utilize the educational/training resources of agencies or private
12 institutions with personnel trained in the areas of HIV/AIDS prevention education.¹

13 The Superintendent shall be responsible for developing, revising and implementing the administrative
14 guidelines and procedures for this policy.

16 **COMMUNICATIONS AND PUBLIC RELATIONS**

17
18 The Superintendent shall designate an individual who will be responsible for coordinating educational/training
19 programs for all personnel, parents and board members. These programs can utilize the educational/training
20 resources of agencies or private institutions with personnel trained in the areas of HIV/AIDS prevention
21 education.
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40 Legal References:

- 41 1. 29 CFR § 1630.13(b)
- 42 2. State Board of Education Policy 5.300
- 43 3. TCA 68-10-113
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Cross Reference:

Section 504/ADA Grievance Procedures 1.802

Johnson City Board of Education

Monitoring: Review Annually, in March	Discrimination/Harassment of Employees (Sexual, Racial, Gender, Ethnic, Religious)	Descriptor 5.500	Issued Date 6/1/2009
		Rescinds 5.500	Issued 6/2/2008

1 Employees shall be provided a work environment free from sexual, racial, gender, ethnic, **age, creed,**
2 **disability** and religious discrimination/harassment. Work environment includes school district facilities and
3 premises, and non-school property if the employee is at any school sponsored, school approved or school
4 related activity or function, such as field trips or athletic events where the employee is engaged in school
5 business. It shall be a violation of this policy for any employee or any student to discriminate against or
6 harass an employee through disparaging conduct or communication that is sexual, racial, gender, ethnic or
7 religious in nature. The following guidelines are set forth to protect employees from
8 discrimination/harassment.

9
10 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as conduct,
11 advances, gestures, images or words whether written, spoken or transmitted electronically, of a sexual, racial,
12 gender, ethnic or religious nature which:

- 13
- 14 1. Unreasonably interfere with the individual's work or performance; or
- 15 2. Create an intimidating, hostile or offensive work environment; or
- 16 3. Imply that submission to such conduct is made an explicit or implicit term of employment; or
- 17 4. Imply that submission to or rejection of such conduct will be used as a basis for an employment
- 18 decision affecting the harassed employee.
- 19

20 Alleged victims of sexual, racial, ethnic and/or religious discrimination/harassment shall report these incidents
21 immediately.² This report should be made to the immediate supervisor except when the immediate supervisor
22 is the offending party. If the immediate supervisor is the offending party, the report may be made to **the a**
23 **Complaint Manager**. Allegations of discrimination/harassment shall be fully investigated (as set forth in
24 **Employee Complaints and Grievances** 5.501). An oral complaint may be submitted; however, such complaint
25 must be ~~reduced to~~ **made in** writing to ensure a more complete investigation.

26
27 The privacy and anonymity of all parties and witnesses to complaints will be respected. However, because an
28 individual's need for confidentiality must be balanced with obligations to cooperate with police investigations
29 or legal proceedings, to provide due process to the accused, to conduct a thorough investigation or to take
30 necessary action to resolve a complaint, the identity of parties and witnesses may be disclosed in appropriate
31 circumstances to individuals with a need to know.

32
33 A substantiated charge against an employee shall result in disciplinary action up to and including termination.

34
35 There will be no retaliation against any person who reports discrimination/harassment or participates in an
36 investigation. However, any employee who refuses to cooperate or gives false information during the course
37 of any investigation may be subject to disciplinary action. The willful filing of a false report will itself be
38 considered harassment and will be treated as such.

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An employee disciplined for violation of this policy may appeal the decision by contacting the Director of Human Resources.

Legal References:

- 1. Title VII; 29 CFR §1604.11
- 2. Title IX (20 U.S.C. §1681-1686)

Cross References:

- Appeals To & Appearances Before the Board 1.404
- Employee** Complaints and Grievances 5.501

Johnson City Board of Education

Monitoring: Review Annually, in March	Employee Complaints and Grievances	Descriptor 5.501	Issued Date 4/4/2022
		Rescinds 5.403	Issued 4/13/2020

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 their particular school, and/or relationships with other employees, the staff member must consult 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 they cannot discuss a problem with **his their** immediate superior, 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 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 Act¹;
2. Title IX of the Education Amendments of 1972²;
3. Section 504 of the Rehabilitation Act of 1973³;
4. Title VII of the Civil Rights Act of 1964⁴;
5. The Age Discrimination Act⁵;
6. The Equal Pay Act⁶; or
7. The Immigration Reform and Control Act⁷.

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 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 their behalf. The nature of the allegations and the identity of the complainant will not be disclosed except: (1) as required by law or policy; or (2) as necessary to fully investigate the grievance; or (3) as

Johnson City Board of Education

Monitoring: Review Annually, in March	Complaints About School Personnel	Descriptor 5.502	Issued Date 4/4/2022
		Rescinds 5.502	Issued 4/2/2007

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. The employee will be given opportunity for
4 explanation, comment, and presentation of the facts as ~~he~~ they sees them.
5

6 If, after such procedure is followed there is still a question or complaint, the matter shall then be referred
7 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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31 Cross Reference:

32 Appeals To & Appearances Before the Board 1.404
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Johnson City Board of Education

Monitoring: Review Annually, in March	Staff Time Schedules	Descriptor 5.602	Issued Date 4/4/2022
		Rescinds 5.602	Issued 4/3/2017

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 minutes¹ 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.² Work schedules for other employees will be defined by the Superintendent of
10 Schools/designee, consistent with the Fair Labor Standards Act and the provisions of this policy.

11 **WORKWEEK DEFINED**

12
13
14 Working hours for all employees not exempt under the Fair Labor Standards Act,³ 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.

21 **ATTENDANCE EXPECTATIONS**

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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.

28 29 30 31 32 33 34 35 36 37 38 Legal References:

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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
43

Cross References:

Overtime Pay of Non-Exempt Personnel 5.604

Johnson City Board of Education

Monitoring:

Review Annually, in
March

Overtime Pay of Non-Exempt Personnel

Descriptor
5.604

Issued Date
4/5/2021

Rescinds
5.604

Issued
4/4/2019

The Board expects that when requested, employees will work in excess of standard hours. When work in excess of standard hours is required, non-exempt employees will be compensated for the unscheduled additional hours worked.

Overtime is defined as hours physically worked in excess of forty (40) hours per week. When a non-exempt employee is requested to work over regularly scheduled hours, the following shall apply¹:

The Superintendent of Schools and the immediate supervisor must approve hours worked over the scheduled hours prior to the work being performed, except in an emergency situation.

Compensation for Unscheduled Additional Hours

1. All payment of overtime shall be processed through the payroll office, and must be approved in advance by the employee's immediate supervisor, Superintendent of Schools, or the Director of Finance.
2. Overtime compensation (either overtime pay or compensatory time off) shall be provided for all hours worked over forty (40) hours per week.
3. All hours physically worked in excess of forty (40) hours in a week shall be compensated at a rate of time and one-half (1.5).

Compensatory Time:

1. Whenever possible, compensatory time off shall be used in preference to overtime pay.
2. If it is determined by the immediate supervisor that compensatory time cannot be granted within a reasonable period or without unduly disrupting the operation of the facility, overtime pay may be authorized.²
3. Compensatory time shall be provided at the rate of time and one-half for all hours worked in excess of forty (40) hours in a week.

Payroll Provisions

1. An authorization for overtime pay must be submitted by the immediate supervisor.
2. Payment for overtime will be included in the paycheck for the period immediately following the one in which it was earned, or the period immediately following the determination that compensatory time would not be possible.

Discipline

1. Persons who have been assigned to work overtime unscheduled hours, whether voluntary or mandatory, shall be expected to report to work as **assigned scheduled**.
2. Failure to report shall subject an employee to disciplinary procedures as specified for any other non-appearance for a regularly scheduled work time.

1 3. Employees shall be released from mandatory overtime, without fear of discipline, when they can
2 provide a reasonable excuse such as the following:
3

- 4 a. Personal family emergency;
- 5 b. Previously scheduled personal or family health maintenance appointments;
- 6 c. Important family function, weddings, graduations, etc as approved.

7
8 If there is doubt concerning the employee's sincerity in offering such an excuse, the burden of proof will
9 rest with the employee.
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37 Legal References:

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- 39 1. 29 CFR § 553.20-23; TCA 5-23-101; 104
- 40 2. Fair Labor Standards Act (FSLA) 29 U.S.C. § 207 (o)(5)
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Johnson City Board of Education

Monitoring: Review Annually, in March	Staff-Community Relations	Descriptor 5.606	Issued Date 7/1/2000
		Rescinds	Issued

1 **COMMUNITY ACTIVITIES**

2
3 Employees have a right to express their views on any issue, but must in each case make clear that the view
4 expressed is not the official view of the Board or school system.

5
6 **POLITICAL ACTIVITIES**

7
8 Employees may, on their own time, campaign for or against any candidate or referendum, but they shall not
9 use the schools, the classroom or system position for political forum, nor engage in any political promotion or
10 solicitation during school hours.

11
12 Any employee who intends to campaign for an elective public office which infringes upon a contracted
13 agreement shall present a proposed solution to the Board for consideration. The essential element to be
14 determined by the Board is whether the activities proposed by the employee are consistent with **his their**
15 services to the school system and the best interests of education.

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Cross References:

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33 Board-Community Relations 1.500
34 News Releases, News Conferences & Interviews 1.503
35 Advertising & Distribution of Materials in Schools 1.806
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Johnson City Board of Education

Monitoring: Review Annually, in March	Non-System Employment	Descriptor 5.607	Issued Date 4/5/2021
		Rescinds 5.607	Issued 8/3/2015

PROFESSIONAL PERSONNEL

An employee will not perform any duties related to any non-system position during **his their** regular working hours or during the additional time that the responsibilities of the position require, nor will an employee use any Board of Education facilities, equipment or materials, including the Board's technology/computer system and networks and any configuration of hardware and/or software, in performing outside work without the permission of the Superintendent of Schools or **his** designee. The Board's technology resources will be used only for learning, teaching and administrative purposes consistent with the Board's mission and its goals. Commercial use of the Board's resources is strictly prohibited.

A professional position may require additional hours during evenings or other times when schools and offices may be closed. Non-system employment is regarded as employment for compensation which is not within the duties and responsibilities of the employee's regular position with the school system.

When the periods of work are such that certain evenings, days or vacation periods are duty-free, the employee may use such off-duty time for the purposes of employment outside of Johnson City Schools, provided all the following conditions are met:

1. The work in no way interferes with **his their** work in the school system;
2. The work in no way reflects detrimentally upon the school system or its prestige;
3. If the work is for another educational institution, the work may not exceed fifteen (15) clock hours beyond **his their** regular employment per week and may not exceed four hundred (400) clock hours out of any nine (9) month period.
4. If the additional part-time work is or includes teaching in an institution of higher education, such teacher shall be limited to teaching no more than two (2) courses per quarter or semester.
5. Such outside obligations do not prevent the individual from assuming duties required by the regular position; and
6. The individual does not receive remuneration for work which is customarily within **his their** regular position.¹

CLASSIFIED PERSONNEL

Classified personnel shall not be prohibited from holding employment outside the school system so long as such employment does not interfere with regular and overtime scheduled duties for the school system.

EMPLOYEES ON LEAVE

Employees who are on leave (paid or unpaid, other than military service) from the system continue to be employed by the system and are subject to the above conditions.

Legal Reference: _____

Cross Reference _____

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1. TCA 49-5-410

Staff Conflict of Interest 6.601

Johnson City Board of Education

Monitoring: Review Annually, in March	Use of School System Technology	Descriptor 5.609	Issued Date 4/5/2021
		Rescinds 5.609	Issued 7/2/2012

The Board supports the reasonable access to various information formats and believes it incumbent upon staff to use this privilege in an appropriate and responsible manner.

Before any employee is allowed use of the school system's network, the employee shall sign a written agreement, developed by the Superintendent/designee that sets the terms and conditions of such use. Any employee 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:¹

1. Sending or displaying offensive messages or pictures
2. Using obscene language
3. Harassing, insulting, defaming, bullying or attacking others
4. Hacking or attempting unauthorized access to any computer or server
5. Violation of copyright laws
6. Trespassing in another's folders, work, or files
7. Using another's password or other identification (impersonation) **or creating a false persona**
8. **Excessive or inappropriate** use of the network for commercial purposes
9. **Excessive or inappropriate** buying or selling on the Internet for personal use
10. **Excessive or inappropriate** using school or system computers for personal business

Additionally, employees 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 equipment shall be monitored. Employees 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.² E-mail and attachments transmitted via the school system's network will be archived for a minimum period of one (1) year.

Legal Reference:

1. TCA 39-14-602
2. TCA 10-7-512

Cross Reference:

- Use of Electronic Mail (e-mail) 1.805
Web pages 4.407
Use of the Internet 4.406

Johnson City Board of Education

Monitoring: Review Annually, in March	Staff-Student Relations	Descriptor 5.610	Issued Date 4/4/2022
		Rescinds 5.610	Issued 4/13/2020

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Staff members shall maintain professional and constructive 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 they are due.

Staff members shall promote a learning environment that encourages fulfillment of each student’s potential in regard to ~~his~~ their 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.¹

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.²

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

Monitoring: Review Annually, in March	Substitute Teachers	Descriptor 5.701	Issued Date 1/9/2023
		Rescinds 5.701	Issued 4/4/2022

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

6
 7 A list of qualified, eligible substitutes will be maintained by the Human Resources Department on an active
 8 substitute list.

9
 10 All substitute teachers shall be responsible for providing correct addresses and phone numbers, for having
 11 fingerprints for TBI/FBI background checks, and for notifying the Human Resources office if they wish to
 12 terminate their service as substitutes.

13
 14 Applicants whose records with the State Department of Education indicate a license or certificate currently in
 15 revoked status shall not be hired.³

16
 17 On a regular basis, the Superintendent of Schools, with input from the Human Resources Department and the
 18 principals, shall determine which substitute teachers performed at an acceptable level. Substitute teachers who
 19 are determined to have performed below an acceptable level shall be removed from the active substitute list.

20
 21 When a teacher is unable to meet classes for any reason, the teacher shall call or log in to the online substitute
 22 finder and register ~~his~~ their absence.

23
 24 At the beginning of each day of their teaching assignment, all substitute teachers shall report to the office of
 25 the school in which they are to substitute. Each substitute is responsible for signing in and out each day and
 26 for securing a “substitute” badge. Substitute teachers will be given a copy of the individual school’s
 27 guidelines and procedures on the first day they substitute in the school.

28
 29 Substitute teachers shall assume the same hours as the regular teacher, including bus duty and playground
 30 supervision. Substitute teachers will have those responsibilities and authority as directed by the building
 31 principal.

32
 33 **CERTIFICATION**

34
 35 When substituting for a regular teacher who has been absent for twenty (20) consecutive days for any
 36 reason, a teacher licensed in the discipline will be used. When a substitute teacher has substituted in the
 37 same position for forty (40) consecutive days, pay will be in accordance with the regular teacher salary
 38 schedule based upon the education and experience of the substitute.

1
2 When substituting for a teacher without sick leave, the substitute shall be certified and paid according to the
3 state salary schedule.¹

4 **EMERGENCY NEEDS**

5 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency situations.
6 Emergency use shall be defined as less than a full day due to the regular or substitute teacher being unable to
7 arrive on time or remain for the full day.

8 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would receive
9 under similar circumstances or their regular salary, if higher; however, they shall not receive pay for both
10 positions at the same time.

11 **TRAINING AND ORIENTATION**

12 The Superintendent of Schools shall be responsible for ensuring that there are appropriate training and
13 development programs for substitute teachers.

14 **RESPONSIBILITIES**

15 Substitute teachers shall assume the same responsibilities as the regular teacher, including but not limited to,
16 bus duty and playground supervision.

17 **RE-EMPLOYMENT/TERMINATION**

18 On an annual basis, the Superintendent of Schools, with input from the principals, shall determine which
19 substitute teachers performed at an acceptable level. Substitute teachers who performed below an acceptable
20 level shall not be re-employed.

21 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying the
22 principal and/or third-party employer if they wish to terminate their service as substitutes.

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)

Cross References

- Background Investigations 5.118
Employment of Retirees 5.119

Johnson City Board of Education

Monitoring: Review Annually, in March	Superintendent of Schools Duties	Descriptor 5.802	Issued Date 4/13/2020
		Rescinds 5.802	Issued 4/4/2019

1 The Superintendent of Schools shall be the chief executive officer to the school system and shall have, under
 2 the direction of the Board, general supervision of all the public schools, personnel and departments of the
 3 school system. The Superintendent of Schools is responsible for the management of the schools under the
 4 Board's policies and is accountable to the Board.¹

6 The Superintendent of Schools, at ~~his~~ their discretion, may delegate any of ~~his~~ their duties to other school
 7 personnel.

9 The Superintendent of Schools is the administrative agent of the Board. ~~He~~They ~~have~~ ~~has~~ the responsibility
 10 of efficient administration of the schools. ~~He~~ They shall enforce the policies of the Board and shall exercise
 11 executive authority in all phases of the operation of the schools. ~~He~~ They shall direct the administrative staff
 12 in preparing plans and policies.¹

14 **ADMINISTRATIVE RESPONSIBILITIES**

- 16 1. Together with the Chair~~man~~ of the Board, prepares an annual System budget for submission to
 17 the entire Board, the City Commission and the State of Tennessee. The budget must be submitted
 18 to the City Commission at least forty-five (45) days prior to its first July meeting.
- 20 2. Employs new personnel and makes changes in position or rank of all personnel, both professional
 21 and non-professional, in accordance with state law.
- 23 3. Subject to the approval of the Board, establishes an organizational chart and develops job
 24 descriptions.
- 26 4. Supervises all administrative and supervisory personnel of the system.
- 28 5. Provides leadership in developing and maintaining the best possible educational programs and
 29 services, as funding allows.
- 31 6. Oversees the maintenance of ~~Maintains~~ the Master Policy Manual for the system.
- 33 7. Informs the individual Board members of any lawsuits, legitimate threats of lawsuits, claims or formal
 34 grievances within seventy-two (72) hours of receipt. Informs the attorney to the Board as soon
 35 as possible after receipt.

37 **PERFORMANCE RESPONSIBILITIES**

- 39 1. Attends and participates in all meetings of the Board and its committees when appropriate;
- 41 2. Advises the Board on the need for new and/or revised policies and sees that all policies of the
 42 Board are implemented;

- 1
2 3. Prepares with the Chair~~man~~ of the Board the annual operating budget recommendations and
3 implements the Board approved budget;
4
- 5 4. Prepares and submits to the Board recommendations relative to all matters requiring Board
6 action, placing before the Board such necessary and helpful facts, information, and reports as are
7 needed to ensure the making of informed decisions;
8
- 9 5. Informs and advises the Board about the programs, practices, and problems of the schools and
10 keeps the Board informed of the activities operating under the Board's authority;
11
- 12 6. Secures and employs the best qualified and most competent teachers and supervisory and
13 administrative personnel;
14
- 15 7. Assigns and transfers employees, follows Tennessee Code Annotated and policy on such, and
16 then reports such action to the Board for information and record;
17
- 18 8. Reports to the Board the case of any employee, certified or classified, whose service he finds
19 unsatisfactory, and recommends appropriate action (following due process);
20
- 21 9. Holds such meetings of teachers and other employees as necessary for the discussion of matters
22 concerning the improvement and welfare of the schools;
23
- 24 10. Keeps the public informed about modern education practices, educational trends, and the
25 policies, practices, and problems in the district's schools;
26
- 27 11. Delegates at ~~his~~ their own discretion to other employees of the Board the exercise of any power
28 consistent
29 with law and policy or the discharge of any duties with the knowledge that the delegation of
30 power or duty does not relieve the Superintendent of final responsibility for the action taken under
31 such delegation.
32
- 33 12. Keeps informed of modern educational thought and practices by advanced study, by visiting
34 school systems elsewhere, by attending educational conferences, and by other appropriate
35 means, and keeps the Board informed of trends in education.
36
- 37 13. Studies and revises, together with the staff, all curriculum guides and courses of study on a
38 continuing basis.
39
- 40 14. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
41 changes in texts and time schedules to be used in the school.
42
- 43 15. Submits to the Board a clear and detailed explanation of any proposed procedure which would
44 involve either departure from established policy and/or procedures;
45
- 46 16. Maintains adequate records for the schools, including a system of financial accounts, business
47 and property records, personnel, school population, and scholastic records. Acts as
48 custodian of such records and of all contracts, securities, documents, title papers, books of
49 records, and other papers belonging to the Board;
50
- 51 17. Provides suitable instruction and regulations to govern the use and care of school properties for

school purposes;

- 18. Attends, or delegates a representative to attend, all meetings of municipal agencies at which matters pertaining to the public schools appear on the agenda or are expected to be raised;
- 19. Performs such other tasks as may from time to time be assigned by the Board;
- 20. Remains cognizant of the laws affecting the administration of the schools.

TERMS OF EMPLOYMENT

Twelve month annual contract with multi-year contract of up to four (4) years duration at the discretion of the Board of Education.²

EVALUATION

The Board of Education shall conduct an evaluation of the Superintendent of Schools annually.

Legal Reference:

- 1. TCA 49-2-301
- 2. TCA 49-2-203

Cross Reference:

Evaluation of the Superintendent of Schools 5.803

Johnson City Board of Education

Monitoring: Review Annually, in March	Evaluation of the Superintendent of Schools	Descriptor 5.803	Issued Date 8/3/2015
		Rescinds 5.803	Issued 7/1/2000

Through an annual evaluation of the Superintendent of Schools,¹ the Board will strive to accomplish the following:

1. Clarify the role of the Superintendent according to a job description as agreed upon by the Board and the Superintendent;
2. Develop harmonious working relationships between the Board and the Superintendent; and
3. Develop improvements in the administrative leadership of the school system.

The Board will develop, with the Superintendent, a set of performance objectives based on the needs of the system. The performance of the Superintendent will be reviewed in accordance with these specified goals.

At a time agreed to by the Board and the Superintendent, the Board will meet as a body to evaluate the Superintendent's performance.

The following guidelines will be used in the evaluation process:

1. The Superintendent will know the standards upon which **he they** will be evaluated and will be involved in the development of those standards.
2. A part of the evaluation may be a composite of the evaluation by individual board members, but the Board, as a whole, may meet with the Superintendent to discuss the composite evaluation.
3. The evaluation shall include a discussion of strengths as well as weaknesses.
4. Both the Board and Superintendent will prepare for the evaluation; the Superintendent will conduct a self-evaluation and board members will document the evidence used in rating the Superintendent's performance.
5. All documentation will be supported by objective evidence.

Legal Reference:

1. TRR/MS 0520-2-1-.01

Cross Reference:

Board-Superintendent Relations 1.205

Johnson City Board of Education

Monitoring: Review Annually, in March	Board Collaborative Conferencing Agent	Descriptor 5.902	Issued Date 5/7/2018
		Rescinds 5.902	Issued 8/5/2013

If the Board and Professional Employees enter into Collaborative Conferencing, the Board of Education shall appoint at least seven (7), but not more than eleven (11) persons, to serve as management personnel.

The collaborative conferencing panel is appointed for a three (3) year term. The Board shall designate one of the persons as ~~spokesman~~ spokesperson.

The ~~spokesman~~ spokesperson shall have the following responsibilities:

1. To serve as the Board's ~~spokesman~~ spokesperson during conferencing bargaining;
2. To report to the Board and work in consultation with the Superintendent of Schools;
3. To make progress reports and news releases as approved by the Superintendent of Schools; and
4. To make available information regarding negotiations as required by law.³

Annually, the Board will determine an additional amount of compensation for members of the collaboration team.

Superintendent Of Schools' Role In Collaborations

The Superintendent of Schools is a member of management personnel.¹

The Superintendent of Schools or designee shall serve as a member of the Board's conferencing negotiation team.

The Superintendent of Schools or designee duties shall be:

1. To consult with the Board on all proposals presented to the Board's conferencing negotiating team; and

2. To coordinate the collective efforts of the central office staff and the Board's conferencing negotiating team.

Legal References:

1. TCA 49-5-608
2. TCA 49-5-602(9)(13)
3. TCA 8-44-101 through 106

Johnson City Board of Education

Monitoring:	Attendance	Descriptor 6.200	Issued Date 4/4/2022
Review: Annually, in March		Rescinds 6.200	Issued 4/5/2021

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:¹

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.²

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.³

Absences shall be classified as either excused or unexcused as determined by the principal or **his their** designee. Excused absences shall include⁴:

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;⁵
7. Five (5) college visits;
8. Pregnancy **related**;
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:⁶

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.⁷

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 PLAN⁸

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 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 they 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 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 COURSE⁹**

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. ⁵
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

10
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.

15
16 **CREDIT/PROMOTION DENIAL**

17 Credit/promotion denial determinations may include student attendance reports, however, student attendance
18 may not be the sole criterion.¹⁰ 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.

23
24 ~~**DRIVER’S LICENSE REVOCATION²**~~

25 ~~**More than ten (10) consecutive or fifteen (15) reported absences (unexcused) by a student during any**~~
26 ~~**semester 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**~~
29 ~~**at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.**~~

30
31 **ATTENDANCE HEARING¹¹**

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 them to pass the course or be promoted. Upon notification of the attendance
38 committee decision, the principal shall send written notification to the Superintendent of Schools/designee and
39 the parents of the student of any action taken regarding the excessive unexcused absences. The notification
40 shall advise parents of their right to appeal such action within two (2) school days to the
41 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.

11
12
13

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

13

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

Monitoring: Review Annually, in April	Home Schools	Descriptor 6.202	Issued Date 4/4/2022
		Rescinds 6.202	Issued 4/5/2021

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.¹

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 their** 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 engage** 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
19
20
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 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.
37
38
39

40
41 _____
42 Legal Reference:

- 43 1. TCA 49-6-3050(a)(10)(2)(A); TCA 49-50-801
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48

Johnson City Board of Education

Monitoring: Review Annually, in April	Attendance of Non-Resident Students	Descriptor 6.204	Issued Date 4/6/2009
		Rescinds 6.204	Issued 5/6/2002

Students residing outside the boundaries of the school system may attend Johnson City Schools. The following conditions shall apply to non-resident students: ¹

1. They must be approved by the Superintendent of Schools/designee;
2. They must pay a tuition fee established annually by the Board. Tuition may not exceed per student, per annum, an amount equal to the amount of funds actually used for school purposes by the school system per student during the preceding school year minus any funds received from the state or from the student's resident system;²
3. They must make application at least two (2) weeks prior to the first day of school. **The Board may choose to institute an earlier application deadline.** After two (2) weeks prior to the beginning of school and thereafter during the remainder of the school year, students wishing to transfer into the system must also have the approval of the sending system; ¹
4. They will be assigned to city schools only when space is available after all resident students have been assigned;
5. They will be refunded any unused portion of the tuition on a pro-rata basis if they become residents of the school system;
6. They shall be excluded from future attendance until all prior and current tuition is paid, when payment is not made on all or any part of the required tuition for a previous year;
7. The parent furnishes transportation for the student. (No transportation will be provided by the school system for non-resident students.);
8. Acceptance of non-resident students is on an annual basis and acceptance one year does not guarantee subsequent years; and
9. Failure to abide by school system rules and regulations may result in loss of attendance privileges.

Tuition students may be admitted after the start of the school year on a space available basis with the approval of the Superintendent/designee.

Legal References:

1. TCA 49-63104
2. TCA 49-6-3003
3. TCA 49-6-3113

Cross Reference:

- Foreign Exchange Students 6.502
Revenues 2.400

Johnson City Board of Education

Monitoring: Review Annually, in April	Release During School Hours	Descriptor 6.208	Issued Date 4/4/2019
		Rescinds 6.208	Issued 4/14/2014

The following procedures will be observed with regard to dismissal of students:

1. No student will leave school prior to regular dismissal hours, except with the approval of the principal/designee and parent. PreK through 8th grade students will be permitted to leave school prior to regular dismissal time only in the company of a parent, legal guardian, school employee, police officer, court officer, or a person designated in writing by the parent(s). Parents of high school students must follow the procedures set out in the school’s student handbook in regard to early dismissals.
2. No student will be sent from the school during school hours to perform an errand or act as a messenger.
3. When dental and medical appointments cannot be scheduled outside school hours, parents of PreK through 8th grade students must send a written request for dismissal or pick up the student in person. Parents of high school students must follow the procedures set out in the school’s student handbook.
4. Students will be released only upon the request of the parent whom the court holds directly responsible for the child, or who is the parent or guardian registered on the school record.
5. No principal or teacher shall permit a change in the physical custody of a child at school unless:
 - (a) The person seeking custody of the child presents the school official with a certified copy of a valid court order from a Tennessee court designating the person who has custody of the child; and
 - (b) The person seeking custody gives the school official reasonable advance notice of his intent to take custody of the child at school; ¹and
 - (c) The person seeking custody adequately identifies himself.
6. High school students may be released for, dual enrollment classes, jobs and approved training at centers outside their home schools under ~~regulations~~ **policies** approved by the Board. ²
7. No students will be released during a hard lock down.

Legal References:

1. TCA 36-6-105
2. TRR/MS 0520-1-7-.03

Cross References:

Child Custody/Parental Access 6.209

Johnson City Board of Education

Monitoring: Review Annually, in April	Child Custody/Parental Access	Descriptor 6.209	Issued Date 4/5/2021
		Rescinds 6.209	Issued 4/6/2009

The Board presumes that the person who enrolls a student in school is the student's custodial parent when there is no reasonable evidence to bring this presumption into question. Unless a Tennessee court specifies otherwise, the custodial parent shall be the one whom the school district holds responsible for the education and welfare of that child.

Parents or guardians shall have the right to receive information contained in school records concerning their minor child.¹ The Board, unless informed otherwise, assumes there are no restrictions regarding the non-custodial parent's right to be kept informed of the student's progress and activities. If restrictions are made relative to the rights of the non-custodial parent, the custodial parent must submit a certified copy of the court order which curtails these specific rights.

Unless there are specific court-imposed restrictions, the non-custodial parent, upon request, shall be given access to all of the student's educational records including but not limited to the student's cumulative file and the student's special education file, if applicable.²

No principal or teacher shall permit a change in the physical custody of a child at school unless:

1. The person seeking custody of the child presents the school official with a certified copy of a valid court order from a Tennessee court designating the person who has custody of the child; and
2. The person seeking custody shall give the school official reasonable advance notice of his intent to take custody of the child at school;³ and
3. The person seeking custody adequately identifies ~~himself~~ themselves.

Legal References:

1. 20 U.S.C. § 1232g
(Family Educational Rights and Privacy Act of 1974)
2. TCA 49-6-902
3. TCA 36-6-105

Cross Reference:

Student Records 6.208

Johnson City Board of Education

Monitoring: Review Annually, in April	Student Code of Conduct	Descriptor 6.300	Issued Date 4/4/2022
		Rescinds 6.300	Issued 5/7/2018

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 their** school
6 and shall apply the Code uniformly and fairly to each student at the school without partiality and
7 discrimination.
8

9 A copy of the Code shall be posted on the School System's website and school counselors shall be supplied
10 copies for discussion with students. The code shall be referenced in all school handbooks. All teachers,
11 administrative staff and parents shall be provided access to the Code annually.¹
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35 Legal Reference:

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37 1. Student and Employee Safe Environment Act of 1996 ; TCA 49-6-4011, et. al.
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Johnson City Board of Education

Monitoring: Review Annually, in April	Rights and Responsibilities	Descriptor 6.301	Issued Date 4/5/2021
		Rescinds 6.301	Issued 4/14/2014

The Board expects all school staff, students and parents to assume the responsibility for appropriate behaviors in the school or at school-sponsored activities. Each student's parent/guardian will receive and sign for a copy of the Code of Conduct at the beginning of each school year.

Each student has the right to:

1. Have the opportunity for a free education in the most appropriate learning environment;
2. Be secure in ~~his/her~~ **their** person, papers and effects against unreasonable searches and seizure;
3. Expect that the school will be a safe place;
4. Have an appropriate environment conducive to learning;
5. Not be discriminated against on the basis of sex, race, color, gender, creed, religion, national origin or disabilities¹;
6. Be fully informed of school rules and regulations;
7. Freedom of speech (including the right to pray, express religious viewpoints, distribute religious literature, etc.) and assembly; and
8. Freedom to publish.

Each student has the responsibility to know and adhere to reasonable rules and regulations established by the Board and set forth in the Student Code of Conduct, including but not limited to :²

1. Respect the human dignity and worth of every other individual;
2. Refrain from libel, slanderous remarks, and obscenity in verbal, written and electronic expression;
3. Study and maintain the best possible level of academic achievement;
4. Be punctual and present in the regular school program;
5. Dress and groom in a manner that meets reasonable standards of health, cleanliness, modesty and safety;
6. Maintain and/or improve the school environment, preserve school and private property, and exercise care while using school facilities;
7. Refrain from bullying or any other behavior which would lead to physical or emotional harm or disrupts the educational process;
8. Respect the authority of school administrators, teachers and other authorized personnel in maintaining discipline in the school and at school-sponsored activities;
9. Obey the law and school rules as to the possession or the use of alcohol, illegal drugs and other unauthorized substances or materials;
10. Possess on school grounds only those materials which are acceptable under the law and accept the consequences for articles stored in one's locker or vehicle; and
11. Know and adhere to school rules regarding the distribution of literature.

Legal References:

1. 20 U.S.C. § 1703
2. TCA 49-6-3401

Cross References:

- 6.304 Student Discrimination, Harassment, Bullying
- 6.305 Student Concerns, Complaints, & Grievances
- 6.310 Dress Code

Johnson City Board of Education

Monitoring: Review Annually, in April	Procedural Due Process	Descriptor 6.302	Issued Date 4/5/2021
		Rescinds 6.302	Issued 4/4/2019

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Before school authorities administer disciplinary measures, reasonable inquiry shall be made to determine the truth of what happened.¹ The nature of this inquiry will vary in degree with the seriousness of the offense and the consequence attached thereto.²

For minor offenses where corrective measures are taken by the classroom teacher, no formal procedure is required. An inquiry into the incident will be made to ensure that the offender is accurately identified, that ~~he~~ **they** understands the nature of the offense, and that ~~he~~ **they** knows the consequences of the offense for which ~~he~~ **they are** is accused.

In cases of severe offenses where there is a possibility of suspension or expulsion, the student shall be advised of the nature of his misconduct, questioned about it, and allowed to give an explanation. Parents shall be notified within twenty-four (24) hours of any such offense.

If the principal determines that the offense is of such nature that the student's continued presence would be detrimental to the school or persons within the school, the principal shall decide on the appropriate suspension based on the criteria listed in the Student Code of Conduct and individual circumstances.

If a student or parent/guardian disagrees with the decision of the principal, that decision may be appealed in writing to the Disciplinary Hearing Authority through the office of the Superintendent of Schools.³

Legal References:

1. *Ingraham v. Wright*, 430 U.S. 651 (1977)
2. *Goss v. Lopez*, 410 U.S. 565, (1975)
3. TCA 49-6-3401

Cross References:

- Interrogations and Searches 6.303
- Methods of Discipline 6.313
- Disciplinary Hearing Authority 6.317
- Title IX & Sexual Harassment 6.3041

Johnson City Board of Education

Monitoring: Review Annually, in April	Interrogations and Searches	Descriptor 6.303	Issued Date 4/5/2021
		Rescinds 6.303	Issued 4/14/2014

1 **INTERROGATIONS BY SCHOOL PERSONNEL**

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3 Students may be questioned by teachers and/or principals about any matter pertaining to the operation
4 of the school and/or the enforcement of its rules. Questioning must be conducted discreetly and under
5 circumstances which will avoid unnecessary embarrassment to the student being questioned. Any
6 student answering falsely, evasively or refusing to answer appropriate and pertinent questions may be
7 subject to disciplinary action, including suspension.

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9 If a student is suspected or accused of misconduct or infraction of the Student Code of Conduct, the
10 principal may interrogate the student, without the presence of parent(s)/guardian(s) or legal custodians
11 and without giving the student constitutional warnings.

12

13 School personnel have a duty to report any reasonable suspicion that a student is carrying, or has
14 carried, a weapon or is violation, or has violated, a provision of the Tennessee Drug Control Act to the
15 principal/designee or the appropriate authorities.¹

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17 **INTERROGATIONS BY POLICE (AT ADMINISTRATOR'S REQUEST)**

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19 If the principal has requested assistance by the police department to investigate a crime involving ~~his~~
20 their school, the police shall have permission to interrogate a student suspect in school during school
21 hours. The principal shall first attempt to notify the parent(s)/guardian(s) or legal custodians of the
22 student of the intended interrogation, unless circumstances require otherwise. The interrogation may
23 proceed without attendance of the parent(s)/guardian(s) or legal custodians. The principal or ~~his~~their
24 designee shall be present during the interrogation. Parent(s) shall be notified within 24 hours
25 following any interrogation, unless circumstances require otherwise.

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27 **POLICE-INITIATED INTERROGATIONS**

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29 If the police deem circumstances of sufficient urgency to interrogate students at school for crimes
30 committed outside of school hours, the police department shall first contact the principal regarding the
31 planned interrogation and inform ~~him~~ them of the probable cause to investigate within the school.
32 The principal shall make reasonable effort to notify the parent(s)/guardian(s) or legal custodians of the
33 interrogation, unless circumstances require otherwise. The interrogation may proceed without
34 attendance of the parent(s)/guardian(s) or legal custodians, The principal or ~~his~~ their designee shall be
35 present during the interrogation.

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1 **SEARCHES BY SCHOOL PERSONNEL**

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3 In order to ensure a safe and secure learning environment, the Superintendent of Schools shall develop
4 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent
5 with state law. The Superintendent shall develop additional procedures to ensure compliance with all
6 of the provisions of the School Security Act of 1981.^{1,2}
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Legal References 10

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|---|------------------------------------|----|
| 1. TCA 49-6-4203(b) | Traffic and Parking Controls 3.403 | 11 |
| | Procedural Due Process 6.302 | 12 |
| 2. TCA 49-6-4201 <i>et seq.</i> ; Tenn. Op. Att’y Gen. No. 14-21
(February 24, 2014) | Reporting Child Abuse 6.409 | 13 |
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Johnson City Board of Education

Monitoring: Review Annually, in April	Student Discrimination/Harassment Bullying, Cyber-bullying and Intimidation	Descriptor 6.304	Issued Date 4/4/2022
		Rescinds 6.304	Issued 4/5/2021

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.¹

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. **This form of bullying includes, but not limited to, text messaging, emails, social networking sites, instant messaging, phone apps, videos, websites, or creating a false profile.**

~~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 creating a false profiles.~~

1 Hazing - An intentional or reckless act by a student or group of students that is directed against any other
2 student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a
3 student to endanger his/her mental or physical health or safety. Coaches and other employees of the school
4 district shall not encourage, permit, condone or tolerate hazing activities.³

5 “Hazing” does not include customary athletic events or similar contest or competitions and is limited to those
6 actions taken and situations created in connection with initiation into or affiliation with any organization.

7 **COMPLAINTS AND INVESTIGATIONS**

8 Alleged victims of the above-referenced offenses are expected to report these incidents immediately to a
9 teacher, counselor or building administrator.² All school employees are required to report alleged violations of
10 this policy to the principal/designee. All other members of the school community, including students, parents,
11 volunteers, and visitors, are encouraged to report any act that may be a violation of this policy.

12 While reports may be made anonymously, an individual's need for confidentiality must be balanced with
13 obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused,
14 to conduct a thorough investigation or to take necessary actions to resolve a complaint, and the identity of
15 parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

16 The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a
17 complaint is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of
18 receipt of the report.⁴ If a report is not initiated within forty-eight (48) hours, the principal/designee shall
19 provide the Superintendent of Schools with appropriate documentation detailing the reasons why the
20 investigation was not initiated within the required timeframe.⁴

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22 The principal/designee shall notify the parent/legal guardian when a student is involved in an act of
23 discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide
24 information on district counseling and support services. Students involved in an act of discrimination,
25 harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by
26 the principal/designee when deemed necessary.^{1, 4}

27 The principal/designee is responsible for determining whether an alleged act constitutes a violation of this
28 policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- 29 • It places the student in reasonable fear or harm for the student’s person or property;
- 30 • It has a substantially detrimental effect on the student’s physical or mental health;
- 31 • It has the effect of substantially interfering with the student’s academic performance; or
- 32 • It has the effect of substantially interfering with the student’s ability to participate in or benefit from
33 the services, activities, or privileges provided by a school.

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37 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete
38 investigation of each alleged incident. All investigations shall be completed and appropriate intervention
39 taken within twenty (20) calendar days from the receipt of the initial report.⁴ If the investigation is not
40 complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall
41 provide the Superintendent of Schools with appropriate documentation detailing the reasons why the
42 investigation has not been completed or the appropriate intervention has not taken place.⁴ Within the
43 parameters of the federal Family Educational Rights and Privacy Act (FERPA) at 20 U.S.C. § 1232g, a written

report on the investigation will be delivered to the parents of the complainant, parents of the accused students 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

- Appeals to and Appearances Before the Board 1.608 38
- Staff-Student Relations 5.610 39
- Student Complaints and Grievances 6.305 40
- Discipline Procedures 6.313 41
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Johnson City Board of Education

Monitoring: Review Annually, in April	Student Concerns, Complaints and Grievances	Descriptor 6.305	Issued Date 4/4/2022
		Rescinds 6.305	Issued 4/5/2021

STUDENT CONCERNS AND COMPLAINTS

Decisions made by school personnel - such as ~~teacher assistants, teachers, or assistant principals~~, assistant principals, teachers, or teacher assistants - which students believe are unfair or in violation of 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~~ their 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 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.

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

Monitoring: Review Annually, in April	Drug-Free Schools	Descriptor 6.307	Issued Date 4/6/2015
		Rescinds 6.307	Issued 4/6/2009

In order to protect the rights of students, to safeguard the learning environment, and to contribute to a “Drug Free” community, the Board’s plan for dealing with alcohol and drugs¹ shall include the following:

1. Appropriate ways for handling alcohol/drug-related medical emergencies;
2. Guidelines for reporting alcohol/drug incidents and illegal activities;
3. Guidelines for referral of students who may have an alcohol/drug problem and/or are considered “high risk” to agencies and other sources of appropriate help;
4. Effective working relationships with appropriate community agencies, such as alcohol/drug service providers, law enforcement agencies and judicial officials;
5. Drug testing of students.

Through the use of state guidelines the Superintendent of Schools shall be responsible for:

1. Developing and implementing an appropriate curriculum on alcohol and drug education for students;
2. Providing adequate information and training for all staff personnel as appropriate to their responsibilities;
3. Implementing the relevant portions of the Drug-Free Youth Act²;
4. Developing administrative rules and guidelines for the school system to effectively respond to alcohol and drug situations that may occur at school or school-sponsored events; and
5. Providing notification to parents and students that compliance with this policy is mandatory.

It is a violation of the Student Code of Conduct for a student to consume, possess, use, sell, distribute or be under the influence of illegal drugs or alcoholic beverages in school buildings or on school grounds at any time, in school vehicles or buses, or at any school-sponsored activity, function or event whether on or off school grounds. This includes but is not limited to abuse of inhalants and prescription drugs.³

~~Disciplinary sanctions~~ **Discipline** will be imposed on students who violate standards of conduct required by this policy. Such ~~sanctions~~ **discipline** will be consistent with local, state and federal laws, up to and including suspension/expulsion as well as referral for prosecution.⁴ Completion of an appropriate rehabilitation program may also be recommended.

Information about drug and alcohol counseling and rehabilitation programs will be made available through the school office.

Use of alcohol/drugs is within the zero tolerance provision of TCA and is punishable by one (1) year’s expulsion unless otherwise modified by the Superintendent of Schools.⁴

Legal References:

1. TRR/MS 0520-1-3-.08(2)(d)
2. 20 USCA § 7116; 34 CFR § 86.200

Cross References:

- Drug-Free Workplace 1.804
Zero Tolerance Offenses 6.309

- 1 3. TCA 39-17-417; TCA 39-17-715
- 2 4. TCA 49-6-4209; TCA 49-6-3401

Suspension/Expulsion/Remand 6.316

Johnson City Board of Education

Monitoring: Review Annually, in April	Use of Personal Communication Devices in School	Descriptor 6.312	Issued Date 4/4/2022
		Rescinds 6.312	Issued 4/14/2014

Elementary and Middle Schools

Students at elementary and middle schools, are not permitted to use personal communication devices on school property during school hours without the permission of a teacher or administrator. The use of personal communication devices is permitted by students at these schools at extracurricular school activities on or off school property. The use of 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. 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.

Science Hill High School

Use of 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 at school during non-instructional times and during those instructional times designated by teachers. Students who have personal communication devices in class are responsible for having them turned off or otherwise silenced so that incoming calls will not interfere with instruction. The use of 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 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' personal communication devices during any class and return them at the end of the period. 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 use at any time.

Employee Use of Personal Communication Devices

Employees are prohibited from using personal communication devices for personal reasons during regular instructional periods except in an emergency. Employee personal communication devices must be off or in mute mode during class times. Employees are prohibited from using a personal communication device while operating heavy equipment or while on a work site that requires close attention. Employees are discouraged from using personal communication devices while operating school owned vehicles.

Pagers

Students may not possess pagers on school property or during school activities off school property¹ unless the student has permission of the principal or principal's designee and a permit signed by the student's parents (if under the age of 18).

Except as set forth herein, students who are in possession of a personal pager during the regular school day are in violation of this policy and school rules and are, therefore, subject to the related disciplinary action.

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Legal Reference:

1. TCA 49-6-4214

Cross Reference

Student Code of Conduct 6.300
Methods of Discipline 6.313

Johnson City Board of Education

Monitoring: Review Annually, in April	Student Disciplinary Hearing Authority	Descriptor 6.317	Issued Date 4/4/2022
		Rescinds 6.317	Issued 4/5/2021

The Board shall establish a Disciplinary Hearing Authority (DHA)¹ 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~~ **their** designee shall serve as ~~eChairman~~ 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 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~~ **their** parent/guardian and principal of ~~his/her~~ **their** 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 Chair~~man~~ of the
 8 Board of Education or their designee shall, within six (6) school days of the decision to grant a hearing, set a
 9 date for a hearing before the Board of Education and shall notify the student, their parent/guardian and the
 10 principal of the date, place, and time that such hearing will be held. Such notice to the student and the
 11 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.

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 18 Complete steps for implementation of this policy are contained in the Student Code of Conduct.
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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:

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 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

Monitoring: Review Annually, in May	Use of the Internet	Descriptor 6.320	Issued Date 4/4/2020
		Rescinds 6.320	Issued 4/13/2020

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.¹

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
- 12. Creating a false identity**

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.²

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: Review Annually, in May	Student Health Services	Descriptor 6.401	Issued Date 4/6/2015
		Rescinds 6.401	Issued 6/3/2002

The major objective of student health services is to protect and promote the health of the student. This responsibility is shared by all individuals and agencies in the community.

To obtain this objective:

1. A safe, sanitary, healthy school environment shall be provided; and
2. Basic principles of healthful living shall be taught.

The student health services program¹ shall include:

1. Identification of physical, mental or emotional characteristics of students which will prevent them from attaining their potentialities through public education;
2. Evidence of a complete medical examination of every student entering school for the first time;
3. Proof of immunization except those who are exempt by statute;
4. A medical examination as directed by the TSSAA of every student prior to participation in interscholastic athletics;
5. A cumulative health record;
6. A record for each student which contains information as to how and where to contact parents/guardians;
7. A report of each accident taking place while the student is under the jurisdiction of the school;
8. Plan for taking care of sick or injured students;
9. Procedures for reporting suspected child abuse or neglect;
10. Plan for dealing with communicable diseases;
11. Procedures for dispensing medication;
12. Teacher referral of students for available health services;
13. Method for evaluating criteria, including the extent and use of available health services based upon the needs of students within the school; and
14. Plan for handling drug/alcohol problems that may arise.

Legal Reference:

1. TRR/MS 0520-1-3-.08(1)(e) and (2)

Cross References:

- Communicable Diseases 6.403
Medicines 6.405

Johnson City Board of Education

Monitoring: Review Annually, in May	Physical Examinations and Immunizations	Descriptor 6.402	Issued Date 4/4/2022
		Rescinds 6.402	Issued 4/5/2021

PHYSICAL EXAMINATIONS¹

The principal shall ensure that there is a complete physical examination of each student prior to:

1. Entering school for the first time²; and
2. Participation as a member of any athletic team.³

Cost of the examination shall be borne by the parent/guardian 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 guardian consent to do so or by court order, unless the health or safety of the student or others is in question.⁴

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.^{2,5} 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.⁵

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;⁶ or
2. Due to medical reasons if the student has a written statement from their doctor excusing ~~him/her~~ them from the immunization.⁷

The Superintendent of Schools shall ensure that appropriate immunization records are maintained for each student.

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
5. TCA 49-6-5001(a)-(c)
6. TCA 49-6-5001(b)(2)
7. TCA 49-6-5001(c)(2)

Cross Reference:

Homeless Students 6.503
School Admissions 6.2034
Student Health Services 6.401

Johnson City Board of Education

Monitoring: Review Annually, in May	Medicines	Descriptor 6.405	Issued Date 4/4/2022
		Rescinds 6.405	Issued 4/5/2021

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.¹

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; **and**
- 20
- 21 8. **A statement certifying the student is competent to self-administer medication with assistance.**

22 Students with asthma shall be permitted to self-administer prescribed, metered dosage asthma-reliever inhalers
23 if the additional information is provided by a parent/guardian:

- 24 1. Written statement from the prescribing health care practitioner that the student suffers from asthma and
25 has been instructed in self-administration; and
- 26
- 27 2. Purpose of the medication.

28 The medication shall be delivered to the principal's office in person by the parent/guardian of the student
29 unless the medication ~~shall be~~ **is** retained by the student for immediate self-administration.

30 The principal/designee will:

- 31 1. Inform appropriate school personnel of the medication to be self-administered;
- 32 2. Keep written instructions from the parent/guardian in the student's record;
- 33 3. Keep an accurate record of the self-administration of the medication;

4. Keep all medication in a locked cabinet except medication retained by a student per physician's order;
5. Return unused prescription to the parent/guardian only; and
6. Ensure that all guidelines developed by the Department of Health and the Department of Education are followed.

The parent/guardian is responsible for informing the designated official of any change in the student's health or change in medication.

A copy of this policy shall be provided to a parent/guardian upon receipt of a request for long-term administration of medication.

BLOOD GLUCOSE SELF-CHECKS²

Upon written request of a parent/guardian and if included in the student's medical management plan and in the Individualized Healthcare Plan (IHP), a student with diabetes shall be permitted to perform a blood glucose check or administer insulin using any necessary diabetes monitoring and treatment supplies, including sharps. The student shall be permitted to perform the testing in any area of the school or school grounds at any time necessary.

Sharps shall be stored in a secure, but accessible location, including the student's person, until use of such sharps is appropriate.

Use and disposal of sharps shall be in compliance with the guidelines set forth by the Tennessee Occupational Safety and Health Administration (TOSHA).³

STUDENTS WITH PANCREATIC INSUFFICIENCY OR CYSTIC FIBROSIS⁴

Students diagnosed with pancreatic insufficiency or cystic fibrosis shall be permitted to self-manage their prescribed medication in a manner directed by a licensed health care provider without additional assistance or direction. The ~~Director~~ Superintendent of Schools shall develop procedures for the development of an IHP for every student that wishes to self-administer.

STUDENTS WITH ADRENAL INSUFFICIENCY⁵

The parent/guardian of a student diagnosed with adrenal insufficiency shall notify the school district of the student's diagnosis. Once notified, the district shall observe the following guidelines:

1. The district shall train school personnel who will be responsible for administering the medication for the treatment of adrenal insufficiency and any who volunteer to administer the medication;
2. The district shall maintain a record of all school personnel who have completed this training; and
3. If a student is suffering from an adrenal crisis, a school nurse or other licensed health care professional may administer the prescribed medication to the student. If a school nurse or other licensed health care professional is not immediately available, trained school personnel may administer the prescribed medication.

The Superintendent of Schools shall develop procedures on the administration of medications that treat adrenal insufficiency, including the treatment of an adrenal crisis while on school transportation and during activities such as field trips, and recordkeeping per state law.

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

Cross References

- Promoting Student Welfare 6.400
Emergency Allergy Response Plan 6.412

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2
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Johnson City Board of Education

Monitoring: Review Annually, in May	Supervision of Students	Descriptor 6.408	Issued Date 4/5/2021
		Rescinds 6.408	Issued 5/7/2018

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Students enrolled in in-person learning will be under the supervision of school personnel, either certificated or noncertificated,¹ at all times, including play periods and lunch periods, during the school day. During extracurricular activities, students will be under the supervision of school personnel. A volunteer may be utilized during extracurricular activities in the absence of school personnel, provided such volunteer has **signed a confidentiality agreement and** undergone a background search as required by law, satisfactory to ~~the Board~~ and subsequently approved by the Board.

The principal shall assign students to school personnel and ensure proper supervision.

Legal Reference:
1. TCA 49-2-303(b)(10)(A)

Johnson City Board of Education

Monitoring: Review Annually, in May	Prevention and Treatment of Sports Related Concussions	Descriptor 6.413	Issued Date 4/4/2022
		Rescinds	Issued 4/14/2014

1 The Board recognizes that concussions can be a serious health issue and should be treated as such.

2
3 The Board adopts the guidelines and other pertinent information and forms developed by the Tennessee
4 Department of Health to inform and educate coaches, school administrators, student athletes, and
5 parent(s)/guardian(s) of the nature, risk and symptoms of concussions and head injuries. These guidelines
6 and materials may be viewed on the Department of Health's website and shall be made available to interested
7 parties through the Superintendent's Office.

8 This policy shall govern all activities and those individuals involved in those activities which constitute an
9 organized athletic game or competition against another team or in practice or preparation for an organized
10 game or competition. It does not govern those activities or individuals involved in those activities which are
11 entered into for instructional purposes only or those that are incidental to a nonathletic program or lesson.

12 **REQUIRED TRAINING** ¹

13
14
15 The Superintendent of Schools shall ensure that each school's athletic director and coaches, employed or
16 volunteer, annually complete the *Concussion in Sports - What You Need to Know* online course. This
17 course may be accessed online at www.nfhslearn.com.

18
19 Prior to the annual initiation of practice or competition, the following persons must review and sign a
20 concussion and head injury information sheet approved by the Tennessee Department of Health: the
21 Superintendent of Schools, licensed healthcare professionals (if appointed), each school athletic director, and
22 each coach, **whether** employed or volunteer.

23 In addition, prior to the annual initiation of practice or competition, all student athletes and their
24 parent(s)/guardian(s) shall review the concussion and head injury information sheet approved by the
25 Tennessee Department of Health. A form confirming this review shall be signed and returned by the student
26 athlete, if the athlete is eighteen (18) years of age or older; or by the student athlete's parent (s)/guardian_(s),
27 for athletes younger than eighteen (18) years of age.

28 All documentation of the completion of a concussion recognition and head injury safety education course
29 program and signed concussion and head injury information sheets shall be maintained by the
30 Superintendent of Schools or **his** their designee for a period of three (3) years.

31 **REMOVAL FROM ATHLETICS** ¹

32
33
34 Any student athlete who shows signs, symptoms and/or behaviors consistent with a concussion during an
35 athletic activity or competition shall be immediately removed for evaluation by a licensed healthcare
36 professional, if available, and if not, by the coach or other designated individuals.

37
38 No student athlete who has been removed from an athletic activity or competition due to a concussion or
39 suspected concussion shall be allowed to return to any supervised team activities involving physical exertion,
40 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.²
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/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.

11 **Penalties**

12 **A coach found in violation of the provisions of this policy related to removal from play and return to**
13 **play shall be subject to the following penalties:**

- 14 1. **For a first violation, suspension from coaching any athletic activity for the remainder of the**
15 **season;**
- 16 2. **For a second violation, suspension from coaching any athletic activity for the remainder of the**
17 **season and the next season; and**
- 18 3. **For a third violation, permanent suspension from coaching any athletic activity.**
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35 Legal Reference:

- 36 1. TCA 68-55-502
- 37 2. **TCA 68-55-501**

Johnson City Board of Education

Monitoring: Review Annually, in May	Student Records Notification of Rights	Descriptor 6.601	Issued Date 4/13/2020
		Rescinds 6.601	Issued 4/6/2015

PURPOSE

The purpose of this policy is to effectuate the provisions of the Family Educational Rights and Privacy Act (FERPA)¹, the Tennessee Open Records Act², and The Tennessee Data Accessibility, Transparency and Accountability Act³, to afford parents, guardians, and students who are eighteen (18) years of age or older certain rights with respect to the student's education records maintained by Johnson City Schools, hereinafter referred to as "LEA" and the Tennessee Department of Education, hereinafter referred to as "TDOE".

FERPA regulations cited in this document can be found at: <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=11975031b82001bed902b3e73f33e604&rgn=div5&view=text&node=34:1.1.1.1.33&idno=34>

The Tennessee Code may be accessed at: <http://www.lexisnexis.com/hottopics/tncode/>

DEFINITIONS

Education Records

The term education records means records, files, documents and other materials which:

1. Contain information directly related to a student, including: state and national assessment results, including information on untested public school students; course taking and completion, credits earned and other transcript information; course grades and grade point average; date of birth, grade level and expected graduation date or graduation cohort; degree, diploma, credential attainment and other school exit information such as receipt of the GED® and drop-out data; attendance and mobility; data required to calculate the federal four-year adjusted cohort graduation rate, including sufficient exit and drop-out information; discipline reports limited to objective information sufficient to produce the federal Title IV annual incident report; remediation; special education data; demographic data and program participation information; and
2. Are maintained by LEA or a person acting for LEA.

Personally Identifiable Information (PII)

Personally identifiable information (PII) includes, but is not limited to:

1. Student's name;
2. Name of student's parent or other family member;
3. Address of student or student's family;
4. A personal identifier, such as student's social security number, student number, or biometric record;

5. Other indirect identifiers, such as student's date of birth, place of birth, and mother's maiden name;
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
7. Information requested by a person who the LEA reasonably believes knows the identity of the student to whom the education record relates.

Directory Information

The term directory information relating to a student includes, but is not limited to:

1. Name;
2. Physical and electronic mail address;
3. Telephone listing;
4. Date and place of birth;
5. Major field of study;
6. Participation in officially recognized activities and sports;
7. Weight and height of members of athletic teams;
8. Dates of attendance;
9. Degrees and awards received; and
10. The most recent previous LEA or institution attended by the student.

LEA RESPONSIBILITIES

LEA shall:

1. Annually notify parents and guardians of their rights to request student information;
2. Annually notify parents and guardians of its definition of personally identifiable information;
3. Annually notify parents and guardians of its definition of directory information;
4. Adopt procedures to ensure security when providing student records to parents or guardians;
5. Adopt procedures to ensure student records and data are provided only to authorized individuals; and
6. Provide student records and data within forty-five (45) calendar days of a request.

LEA shall not collect individual student data on a student's:

1. Political affiliation;

2. Religion;
3. Voting history;
4. Firearms ownership.

LEA shall not collect individual student data on a student's biometrics, analysis of facial expression, EEG brain wave patterns, skin conductance, galvanic skin response, heart rate variability, pulse, blood volume, posture, and eye-tracking, without written consent of the parent or student.

NOTICE FOR DIRECTORY INFORMATION

The LEA must, with certain exceptions, obtain a parent's written consent prior to the disclosure of personally identifiable information from a student's education records. However, an LEA may disclose appropriately designated "directory information" without written consent, unless a parent has advised the LEA to the contrary in writing. The primary purpose of directory information is to allow the LEA to include this type of information in certain school publications. Examples include, but are not limited to:

1. A playbill, showing ~~your~~ a student's role in a drama production;
2. The annual yearbook;
3. Honor roll or other recognition lists;
4. Graduation programs; and
5. Sports activity sheets, such as for football, basketball or wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require LEA, because it receives assistance receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA), to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised LEA that they do not want their student's information disclosed without their prior written consent.

Annually, LEA must notify parents and students of information it will release as directory information, and of the parents' right to exercise his/her right to advise LEA in writing that consent for release of such information is denied.

NOTICE OF PARENTAL RIGHTS CONCERNING EDUCATION RECORDS

The following notice of parental rights concerning education records shall be sent to all parents annually:

Parents' rights include:

1. The right to inspect and review the student's education records within forty-five (45) calendar days after the day LEA receives a request for access. Parents or students should submit to the school principal or designated LEA official a written request that identifies the records they wish to inspect. The principal or LEA official will make arrangements for access and notify the parent or student of the time and place where the records may be inspected.
2. The right to request amendment of the student's education records that the parent or student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA and/or T.C.A.

1 §49-1-701, et seq. Parents or students who wish to ask an LEA to amend a record should write the school
2 principal or designated LEA official, clearly identify the part of the record they want changed, and specify
3 why it should be changed. If the LEA decides not to amend the record as requested by the parent or student,
4 the LEA will notify the parent or student of the decision and of their right to a hearing regarding the request
5 for amendment. Additional information regarding the hearing procedures will be provided to the parent or
6 student when notified of the right to a hearing.

7 3. The right to provide written consent before the LEA discloses personally identifiable information (PII)
8 from the student's education records, except to the extent that FERPA and T.C.A. §49-1-701, et seq., authorize
9 disclosure without consent. One exception, which permits disclosure without consent, is disclosure to LEA
10 officials with legitimate educational interests. An LEA official is a person employed by the LEA as an ad-
11 ministrator, supervisor, instructor, or support staff member. An LEA official also may include a contractor
12 outside of the LEA who performs an institutional service or function for which the LEA would otherwise use
13 its own employees and who is under the direct control of the LEA with respect to the use and maintenance of
14 PII from education records, such as: an attorney, auditor, medical consultant, or therapist; or other contractor
15 or volunteer assisting another LEA official in performing his or her tasks. An LEA official has a legitimate
16 educational interest if the official needs to review an education record in order to fulfill his or her professional
17 responsibility. Upon request, the LEA discloses education records without consent to officials of another
18 public school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for
19 purposes of the student's enrollment or transfer.

20 4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the LEA
21 to comply with the requirements of FERPA. The name and address of the Office that administers FERPA
22 are:

23 Family Policy Compliance Office
24 U.S. Department of Education
25 400 Maryland Avenue, SW
26 Washington, DC 20202
27 <http://familypolicy.ed.gov/>

28 **RESTRICTIONS ON DISCLOSURE OF EDUCATION RECORDS**

29 FERPA permits the disclosure of PII from students' education records, without consent of the parent or
30 student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations and T.C.A. §49-
31 1-701, et seq. Except for disclosures to LEA officials, disclosures related to some judicial orders or lawfully
32 issued subpoenas, disclosures of directory information, and disclosures to the parent or student, 34 C.F.R.
33 §99.32 of the FERPA regulations requires LEA to record the disclosure. Parents and students have a right to
34 inspect and review the record of disclosures.
35

36 Pursuant to 34 C.F.R. §99.31, LEA may disclose PII from the education records of a student without obtaining
37 prior written consent of the parents or the student under the following circumstances:

- 38 A. To other LEA officials, including teachers, within the LEA whom LEA has determined to have
39 legitimate educational interests. This includes contractors, consultants, or other parties to whom the
40 school has outsourced institutional services or functions, provided that the conditions listed in 34
41 C.F.R. §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
- 42 B. To officials of another school district or institution of postsecondary education where the student seeks
43 or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to
44 the student's enrollment or transfer, subject to the requirements of §99.34.
- 45 C. To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the
46 U.S. Secretary of Education, or State and local educational authorities, such as the State department of

1 education. Disclosures under this provision may be made, subject to the requirements of 34 C.F.R.
2 §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs,
3 or for the enforcement of or compliance with Federal legal requirements that relate to those programs.
4 These entities may make further disclosures of PII to outside entities that are designated by them as
5 their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity
6 on their behalf.

7 D. In connection with financial aid for which the student has applied or which the student has received, if
8 the information is necessary to determine eligibility for the aid, determine the amount of the aid,
9 determine the conditions of the aid, or enforce the terms and conditions of the aid.

10 E. To State and local officials or authorities to whom information is specifically allowed to be reported or
11 disclosed by a State statute that concerns the juvenile justice system and the system's ability to
12 effectively serve, prior to adjudication, the student whose records were released, subject to 34 C.F.R.
13 §99.38.

14 F. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate,
15 or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.

16 G. To accrediting organizations to carry out their accrediting functions.

17 H. To parents of a student if the student is a dependent for IRS tax purposes.

18 I. To comply with a judicial order or lawfully issued subpoena.

19 J. To appropriate officials in connection with a health or safety emergency, subject to 34 C.F.R. §99.36.

20 K. Information LEA has designated as "directory information" under 34 C.F.R. §99.37.

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25 Legal References:

- 26 1. 20 U.S.C. §1232g and 34 C.F.R. §99.1, et seq
- 27 2. T.C.A. §10-7-504
- 28 3. T.C.A. 49-1-701, et seq

29 Cross Reference:

30 **Student Surveys, Analyses and Evaluations 6.4001**
31 **Student Records 6.600**
32 **Student Records Inspection & Correction Procedures**
33 **6.602**
34 **Student Records Use of Records 6.603**
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36

Johnson City Board of Education

Monitoring: Review Annually, in May	Student Records Use of Records	Descriptor 6.603	Issued Date 4/5/2016
		Rescinds 6.603	Issued 11/4/2002

1 Authorized school officials will have access to and permit access to student education records for legitimate
 2 educational purposes.¹ A "legitimate educational purpose" is the official's need to know information in order
 3 to:

- 4
- 5 1. Perform required administrative tasks;
- 6
- 7 2. Perform a supervisory or instructional task directly related to the student's education;
- 8
- 9 3. Perform a service or benefit for the student or the student's family such as health care, counseling,
 10 student job placement, or student financial aid.
- 11

12 Authorized school officials may release information from or permit access to a student's education record
 13 without the parent(s) or student's prior written consent in the following instances:

- 14
- 15 1. To comply with a judicial order or lawfully issued subpoena. The school system will make a
 16 reasonable effort to notify the student's parent(s) or the eligible student before making a disclosure;
- 17
- 18 2. To comply with the requirements of child abuse reports to the extent known by the school officials
 19 including the name, address and age of the child, the name and address of the person responsible for
 20 the care of the child, and the facts requiring the report;²
- 21
- 22 3. When authorized federal and state officials need information in order to audit or enforce legal
 23 conditions related to federally-supported education programs in the school system;
- 24
- 25 4. When the school system has entered into a contract or written agreement for an organization to
 26 conduct scientific research on the system's behalf to develop tests or improve instruction, such
 27 studies shall be conducted in a manner which will not permit the personal identification of students
 28 and their parents by individuals other than representatives of the organization. The information
 29 will be destroyed when no longer needed for the purpose for which the study was conducted;³
- 30
- 31 5. To appropriate officials if the parent(s) claim the student as a dependent as defined by the Internal
 32 Revenue Code of 1954;⁴
- 33
- 34 6. To accrediting organizations to carry out their accrediting functions;
- 35
- 36 7. When a student seeks or intends to enroll in another school district or a post-secondary school.
 37 Parent(s) of students or students have a right to obtain copies of records transferred under this
 38 provision;⁵
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- 1 8. To financial institutions or government agencies that provide or may provide financial aid to a
 2 student in order to establish eligibility, to determine the amount of financial aid, to establish
 3 conditions for the receipt of financial aid and to enforce financial aid agreements.
 4
- 5 9. To make the needed disclosure in a health or safety emergency when warranted by the seriousness,
 6 of the threat to the student or other persons, when the information is necessary and needed to meet
 7 the emergency, when time is an important and limiting factor; and when the persons to whom the
 8 information is to be disclosed are qualified and in a position to deal with the emergency.
 9
- 10 10. To the Attorney General or his designee for official purposes related to the investigation or
 11 prosecution of an act of domestic or international terrorism. An educational agency that, in good
 12 faith, produces education records in accordance with an order issued under this Act shall not be
 13 liable to any person for that production.⁶
 14

15 Authorized school officials may release information from a student's education record if the eligible student or
 16 student's parent(s) give written consent for the disclosure. The written consent must include:

- 17
- 18 1. A specification of the records to be released;
 - 19 2. The reasons for the disclosure;
 - 20 3. The person, organization, or class of persons or organizations to whom the disclosure is to be made;
 - 21 4. The signature of the parent(s) or eligible student;
 - 22 5. The date of the consent and, if appropriate, a date when the consent is to be terminated. The student's
 23 parent(s) or the eligible student may obtain a copy of any records disclosed under this provision.
 24

25 The school system will maintain an accurate record of all requests (1) to disclose information from and
 26 (2) to permit access to a student's education records. The system will maintain this record as long as it
 27 maintains the student's education record.
 28

29 The record will include at least:

- 30
- 31 1. The name of the person or agency that makes the request;
 - 32 2. The interest the person or agency has in the information;
 - 33 3. The date the person or agency makes the request; and
 - 34 4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is made.
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Legal References:

- 40 1. USCA 20-1232g; TCA 10-7-503; TCA 10-7-504
- 41 1. 2. TCA 37-1-403
- 42 3. TRR/MS 0520-1-3-.09(5)(e)(7)
- 43 4. 1979 Internal Revenue Code (1954 Amendment), Sections 151 and 170
- 44 5. TRR/MS 0520-1-3-.03(11)(e)
- 45 6. USA Patriot Act of 2001 § 507
- 46 2. T.C.A. 49-1-701, et seq
 47
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 49

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Cross Reference:

41 Student Surveys 6.401
 42 **Student Records 6.600**
 43 **Student Records Inspection &**
 44 **Correction Procedures 6.602**
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Johnson City Board of Education

Monitoring: Review Annually, in May	Student Organizations	Descriptor 6.702	Issued Date 4/4/2022
		Rescinds 6.702	Issued 3/1/2010

1 Student organizations are an extension of the academic curriculum and are intended to complement the
2 basic instructional program.

3
4 The principal, in cooperation with the faculty and student body representatives, shall approve all
5 organizations within the school.

6
7 One or more staff members will serve as sponsors of each organization and will attend all meetings and
8 events. A volunteer may be utilized during the organization's activities in lieu of one or more staff members
9 provided such volunteer has **signed a confidentiality agreement**, undergone a background search
10 satisfactory to the Board and has been subsequently approved by the Superintendent/Designee. Each sponsor
11 will evaluate his organization annually and make recommendations concerning changes, continuance, or
12 deletion from the school's activity program.

13
14 An approved copy of the aims, objectives, and constitution or bylaws for each organization will be kept on file
15 in the principal's office.

16
17 The Superintendent of Schools shall approve all requirements imposed by organizations which have restricted
18 membership.

19
20 The nature of any initiation shall be outlined and presented in writing to the organization sponsor and the
21 principal of the school for approval prior to the actual initiation. Hazing by students acting alone or with
22 others is strictly prohibited. Any organization which permits an initiation to go beyond the scope of activities
23 planned and previously approved will be suspended until reinstated by the principal.¹

24
25 Sororities, fraternities, and all secret organizations are prohibited.

26
27 School groups, either continuing or ad hoc, are not permitted to use the school name in participating in public
28 demonstrations or other activities outside the school unless prior written permission has been granted by the
29 principal or his designated representative. In case of violation, appropriate action will be taken when in the
30 judgment of the Superintendent of Schools circumstances warrant.

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36 _____
37 Legal Reference:

38 1. TCA 49-2-120; TCA 49-6-3401

39 _____
40 Cross Reference:

41 Extracurricular Activities 4.300
42 **Student Harassment, Bullying, Cyber-bullying,
and Intimidation 6.304**

Johnson City Board of Education

Monitoring: Review Annually, in May	Student Social Events	Descriptor 6.705	Issued Date 3/1/2010
		Rescinds 6.705	Issued 6/3/2002

1 Events which enhance social development may be conducted by schools but must not interfere with the
2 **scholastic academic** program in any school.

3
4 Student organizations may sponsor social events which are planned under the guidance of club sponsors
5 or school administrators, scheduled well in advance, and serve to complement the educational program.
6 Minimal admission fees may be charged to defray costs.

7
8 School sponsored social events scheduled for out-of-school hours shall be approved by the principal.

9
10 Annual school proms have board approval provided that adequate supervision is secured.
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32 Cross Reference:

33 Student Fees and Fines 6.709
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Johnson City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Title IX & Sexual Harassment	Descriptor Code: 6.3041	Issued Date: 4/4/2022
		Rescinds: 6.3041	Issued: 04/05/21

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.¹ 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).² 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.³ These
9 individuals shall receive training as to how to promptly and equitably resolve student and employee
10 complaints.³

11 All employees shall receive training on complying with this policy and federal law.⁴

12 **TITLE IX COORDINATOR⁵**

13 The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of
14 sexual harassment. ~~He/she~~ **They** shall be kept informed by school-level personnel of all investigations
15 and 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 **DEFINITIONS⁴**

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:³

- 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,⁶ dating violence,⁷ domestic violence,⁸ or stalking⁹ 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.¹⁰

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.¹¹ If the respondent is an employee, **he/she they** may be placed on
19 administrative leave during the pendency of the grievance process.¹² The Title IX Coordinator shall
20 keep the Superintendent of Schools informed of any employee respondents so that **he/she they** can
21 make any necessary reports to the State Board of Education in compliance with state law.¹³

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 Superintendent of
27 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:¹⁴

- 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.¹⁵

4 **Investigations**¹⁶

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;¹⁷
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,¹⁸ 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 Superintendent of Schools.

8 **Determination of Responsibility**¹⁹

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.²⁰ The preponderance of the evidence
11 standard shall be used in making this determination.²¹

12 The Title IX Coordinator shall act as the decision-maker. They shall receive the final report of the
13 investigation and allow each party the opportunity to submit written questions that he/she wants asked
14 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**²²

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 RETALIATION²³

- 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.

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

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: Review Annually, in April	Student Alcohol and Drug Testing	Descriptor 6.3071	Issued Date 4/4/2022
		Rescinds 6.3071	Issued 4/5/2016

1 Students will be notified in writing at the beginning of each school year or at the time of enrollment that they
2 are subject to testing for drugs and alcohol during the school year.¹ Principals are authorized to order drug
3 tests for individual students when there is a reasonable cause to believe that:

- 4
- 5 1. The school board policy on alcohol and drug use has been violated;
- 6
- 7 2. A search of lockers, vehicles, persons, and/or containers will produce evidence of the presence of
8 drugs and/or alcohol;
- 9
- 10 3. Through observation or other reasonable information reported by a teacher, staff member or other
11 student that a student is using drugs and/or alcohol on school property.
- 12

13 Upon receiving reasonable information, the principal shall take the following steps:

- 14 1. Call the student into the principal's office or another private place;
- 15
- 16 2. Summon an appropriate witness to the proceeding and to assist in furtherance of the proceeding;
- 17
- 18 3. Inform the student of the information available to them which is the basis for the determination that
19 a test is necessary;
- 20
- 21 4. Inform the student of the procedures which are followed in administering the test;
- 22
- 23 5. Give the student an opportunity to decline the test and inform the student that if the test is not taken
24 the penalty is suspension from school;
- 25
- 26 6. Notify the parent or guardian of the student of the impending test.
- 27
- 28

29 The appropriate witness shall take the student to a designated place ~~and collect~~ where a specimen will be
30 collected from the student. The specimen shall be ~~taken~~ collected in a manner which will protect the privacy
31 rights of the students and which will assure that the integrity of the specimen itself is not compromised.

32

33 The type of specimen taken shall depend on the substance in question and the test performed on the specimen
34 shall be appropriate for accurate detection of the substance in question. Once taken, the specimen shall be
35 given an identifying number which in no way will reveal the identity of the student.

36

37 The specimen shall be forwarded for analysis to a laboratory accredited by the Tennessee Department of
38 Health and Environment and designated by the Board.

39

40

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, as
12 necessary.

13 **RANDOM DRUG TESTING**

14 Participation in athletics, extra-curricular activities and driving on campus are privileges and not rights. High
15 School students taking part in such activities may be subject to random drug testing as long as they participate
16 in the activity.

17 Testing procedures will be approved by the Board of Education. It is the intent of the Board that the
18 procedures be carried out uniformly, fairly and confidentially to ensure the reliability and validity of the plan.
19 Regulations and procedures developed to carry out this policy will be on file at the school and at the
20 Superintendent of School's office.

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26 _____
27 Legal Reference:

28 TCA § 49-6-4213
29

Johnson City Board of Education

Monitoring: Review Annually, in May	Pediculosis (Head Lice)	Descriptor 6.4031	Issued Date 4/3/2017
		Rescinds 6.4031	Issued 4/6/2015

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No student will be denied an education solely by reason of head lice infestation. ~~His~~ Their educational program shall be restricted only to the extent necessary to eliminate the risk of transmitting the infestation.

It shall be the responsibility of the principal or school nurse to notify the affected child’s parents/guardians in the event a child has pediculosis (head lice) and require that the student be picked up at school. A letter will be sent home with the child to explain the condition, the treatment, requirements for readmission and deadlines for satisfactory completion of the treatment.

Exclusion Procedure: When lice are noted, the child will be excluded from school.

Re-admission Procedure: After treatment and removal of all lice, the parent must bring the child to the office of the Johnson City School Nurses or to the school-based nurse, if applicable, for an examination. An admit form will be given to the parent if the child is nit and lice free.

A student will be expected to have met all requirements for treatment and return to school no later than two (2) days following exclusion for head lice. All days in excess of the allowable period will be marked as unexcused and referred to the attendance supervisor at the proper time.

Johnson City Board of Education

Monitoring: Review Annually, in April	Safe Relocation of <u>a</u> Students	Descriptor 6.4081	Issued Date 4/4/2022
		Rescinds 6.4081	Issued Date 4/3/2017

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Employees who are directly responsible for a student’s education or who otherwise interact within the scope of their assigned duties may relocate a student from the student’s present location to another location when such relocation is necessary for the student’s safety or the safety of others.¹ Such employees may also intervene in a physical altercation between two or more students or between a student and an LEA employee. Reasonable force may be used to physically relocate or intervene in a conflict if a student is unwilling to cooperate.² If an employee is unable to resolve the matter with the use of reasonable or justifiable force as required, the student shall be allowed to remain in place until such a time as local law enforcement officers or school resource officers can be summoned to relocate the student or take the student into custody until such a time as a parent or guardian can retrieve the student.

In the event that physical relocation becomes necessary, the teacher shall immediately file a brief report of the incident with the building principal. If the student's behavior constitutes a violation of the board's zero tolerance policy, then the report shall be placed in the student's permanent record. Otherwise, the report shall be kept in the student's discipline record, and not become a part of that student's permanent record. The principal or the principal’s designee shall notify the teacher involved of the actions taken to address the behavior of the relocated student.

The Superintendent of Schools shall create procedures to implement this policy consistent with State and Federal law. Each building principal shall fully support the employees' authority under this policy and fully implement the policy and procedures of the system.

Legal Reference:

- 1. TCA 49-6-4008
- 2. TCA 39-11-603, 609-614

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Surplus Property Sales	Descriptor Code: 2.403	Issued Date: 04/04/22
		Rescinds: 2.403	Issued: 12/09/19

1 The Superintendent of Schools shall prepare a list of unusable items for Board approval.¹ The list shall
2 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. **Additional forms of advertising may also be**
5 **utilized.**

6 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be
7 disposed of without the necessity of bids. In order for such disposal without bids, the Superintendent of
8 Schools and the Board Chair shall agree in written form that the property is of no value or is of less value
9 than five hundred dollars (\$500).²

10 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the
11 Board shall approve other methods of disposal.³

12 Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall
13 approve all surplus equipment prior to the materials being disposed of at the end of the school year.

14 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁴**

15 When equipment that was purchased with federal dollars is no longer needed for the original project or
16 program or for other activities currently or previously supported by a federal agency, disposition of the
17 equipment shall be made as follows:

- 18 1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be
19 retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or
20
- 21 2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained
22 or sold, and the awarding agency shall have a right to an amount calculated by multiplying the
23 current market value or proceeds from sale by the awarding agency's share of the equipment.
24

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

Cross References

- Duties of Officers 1.201
- Inventories 2.702
- Textbooks 4.401

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Fundraising Activities	Descriptor Code: 2.6011	Issued Date: 12/09/19
		Rescinds:	Issued:

1 *General*

2 The following guidelines shall be followed:¹

- 3 1. Fundraising activities shall be authorized by the Board and shall be for the purpose of
4 supplementing funds for established school programs and not for replacing funds which are the
5 responsibility of the Board.
- 6 2. Fundraising companies and other salespersons shall obtain permission in writing from the
7 Superintendent of Schools' office in order to visit the schools.
- 8 3. Any commission payable by companies shall be paid in the form of reduced prices to the
9 students or paid into the activity fund of the school for use by the school. No school employee
10 shall personally benefit from any fundraising activity.
- 11 4. The principal shall obtain written approval from the Superintendent of Schools/designee for all
12 fundraising activities, including online fundraising activities, which involve the participation of
13 the general student population in the marketing process of the fundraising effort. All other
14 fundraising activities, including online fundraising activities, shall have written approval from
15 the principal and comply with all administrative procedures issued by the Superintendent of
16 Schools. The authorization request shall contain the following information:²
- 17 a. A list of the proposed fundraising activities;
- 18 b. Purpose of the fundraising activity;
- 19 c. Proposed uses of funds raised;
- 20 d. Expected student involvement in fundraising activity (school-wide, individual class, or
21 club); and
- 22 e. Margin of profit and how it is to be paid to the school.
- 23 5. The Superintendent of Schools shall determine whether or not the activity will benefit the
24 school, contribute to the welfare of the student body, and supplement, not replace, funds
25 necessary to fulfill the Board's required contributions.
- 26 6. Students shall not be excused from a regular class to participate in a fundraising activity. No
27 grade in a subject or course shall be affected by a student's participation in a fundraising
28 activity.

1 7. No quotas shall be imposed on students involved, and their efforts shall be voluntary. Students
2 who do not participate in fundraising activities shall not be punished or discriminated against in
3 any way.

4 This policy shall not be construed as preventing a teacher from using instructional or informational
5 materials even though the materials might include reference to a brand, a product, or a service.

6 **LOTTERIES**

7 ~~No **Any** fundraising activity shall be conducted~~ which distributes prizes or makes awards to winners
8 from among purchasers of chances by means of tickets through a random selection process **must**
9 **comply with all relevant laws.**³

10 **ONLINE FUNDRAISING**

11 Individual schools may establish school-wide online fundraising accounts. The accounts shall meet all
12 fundraising requirements established by the Board and the *Tennessee Internal School Uniform*
13 *Accounting Policy Manual*. The principal/designee of each school shall have access to the established
14 fundraising account to ensure all funds are properly accounted for, and the information is recorded in
15 the school's accounting records by the designated personnel. Online fundraising shall not be used on
16 behalf and for the benefit of an outside party.

17 An employee shall not engage in online fundraising for educational purposes in his/her official
18 capacity as a district employee or make any reference to non-school sponsored fundraisers, online or
19 otherwise, that would lead another to believe such activity is an approved school fundraiser.

20 **FUNDRAISING FOR NONEDUCATIONAL PURPOSES**⁴

21 On approval of the principal, an employee may be authorized to raise **funds from district employees**
22 and use **those** funds for the following noneducational purposes:

- 23 1. Bereavement support;
- 24 2. Award recognition;
- 25 26 3. Employee morale;
- 27 28 4. Banquets; or
- 29 30 31 5. Other situations at the principal's discretion.

32 These funds shall be derived from vending machine revenue or donations.

33 The Superintendent of Schools shall develop administrative procedures regarding the receipt,
34 disbursement, accounting, and auditing of these noneducational funds. The Superintendent of Schools

- 1 shall ensure that the procedures are consistent with board policy and state law and disseminate them to
- 2 all employees.

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-30, 4-31
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32
3. ~~**Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003)**~~

TCA § 3-17-106 et. seq.
4. Public Acts of 2019, Chapter No. 134

Cross References

Revenues 2.400
School Support Organization 2.404
Audits 2.703
Vendor Relations 2.809
Student Activity Funds Management 2.900
Staff Gifts and Solicitations 5.605

Johnson City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Promotion and Retention	Descriptor Code: 4.603	Issued Date: 01/09/23
		Rescinds: 4.603	Issued: 12/09/12

1 **General**

2 All promotion and retention decisions shall be made on a case-by-case basis and comply with state and
3 federal law. All decisions shall be made in consultation with a student's IEP and/or 504 team, if
4 applicable.¹

5 Students who have difficulty in achieving the requirements for promotion may be considered for
6 retention. Schools shall identify these students by February 1st. Factors used to identify students for
7 retention shall include:²

- 8 1. Ability to perform at the current grade level;
- 9
- 10 2. Results of local assessments, screening, or monitoring tools;
- 11
- 12 3. State assessments, as applicable;
- 13
- 14 4. Home Literacy Reports;³
- 15
- 16 5. Overall academic achievement of the student;
- 17
- 18 6. Likelihood of success with more difficult material if promoted to the next grade;
- 19
- 20 7. Attendance record; and
- 21
- 22 8. The student's maturity.

23 Students may be identified for retention after the February 1st deadline if the delay in identifying a
24 student is due to:⁴

- 25 1. Date of enrollment;
- 26
- 27 2. Additional information acquired after results of local assessment, screening, or monitoring are
28 released; or
- 29

30 **PROMOTION PLANS⁵**

1 When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within
2 fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student
3 avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504
4 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school
5 counselor, or other appropriate school personnel.

6 Promotion plans shall incorporate evidence-based strategies, including expectations and measurements
7 that will verify whether a student has made sufficient progress to be promoted to the next grade level,
8 and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade
9 will include additional requirements for promoting students in these grades. A copy of the plan will be
10 provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-
11 teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then
12 the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the
13 promotion plan.

14 A student who demonstrates sufficient academic progress according to his/her promotion plan shall be
15 promoted to the next grade level unless retention is required per additional requirements for students in
16 third and fourth grade.⁶

17 If a student has not demonstrated sufficient academic progress according to their promotion plan by the
18 end of the school year, the student shall be eligible to enroll in a summer reading or learning program,
19 if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10) calendar
20 days prior to the start of the next school year if the student was enrolled in a summer program.
21 However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be
22 notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school
23 year.⁷

24 **RETENTION⁶**

25 A student may be retained when such retention is in the best interests of the student or when retention
26 is required per additional requirements for students in third and fourth grade.

27 *Decision of Retention – General⁸*

28 If a student is retained, the Director of Schools/designee shall develop an individualized academic
29 remediation plan within thirty (30) calendar days after the beginning of the next school year. A copy of
30 the plan shall be provided to the student's parent(s)/guardian(s) within ten (10) calendar days of its
31 development. The plan shall include at least one of the following strategies:

- 32 1. Adjustment to the current instructional strategies or materials;
- 33
- 34 2. Additional instructional time;
- 35
- 36 3. Individual tutoring;
- 37

- 1 4. Modification to the student's classroom assignment to ensure the student receives
2 instruction from a teacher with a level of overall effectiveness of above expectations (level
3 4) or significantly above expectations (level 5); or
4
- 5 5. Attendance or truancy interventions.

6 A student shall not be retained more than once in any grade. The progress of students who are retained
7 shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the
8 school year in which the student is retained. The Director of Schools shall develop procedures to
9 ensure appropriate recordkeeping of students who are retained.

10 *Decision of Retention – Third Grade*⁹

11 Third grade students shall not be promoted to the next grade unless they are determined to be
12 proficient (i.e., receive a performance level rating of “on track” or “mastered”) in English language arts
13 (ELA) based on the student's most recent TCAP test.

14 Students who are not proficient in ELA may still be promoted if the following conditions are met:

- 15 1. A student in third grade receiving a performance level rating of “approaching” on the ELA
16 portion of the student's most recent TCAP test may be promoted if:
17
 - 18 a. The student is an English language learner and has received less than two (2) full years
19 of ELA instruction;
 - 20 b. The student was previously retained in grades K-3;
 - 21 c. The student is retested before the next school year and scores proficient in ELA;
 - 22 d. The student attends a learning loss bridge camp before the next school year, maintains a
23 ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-
24 test at the end of the camp; or
 - 25 e. The student receives tutoring for the entirety of the next school year in accordance with
26 state law.
- 27
28 2. A student in third grade receiving a performance level rating of “below” on the ELA portion of
29 the student's most recent TCAP test may be promoted if:
30
 - 31 a. The student is an English language learner and has received less than two (2) full years
32 of ELA instruction;
 - 33 b. The student was previously retained in grades K-3;
 - 34 c. The student is retested before the next school year and scores proficient in ELA; or
 - 35 d. The student attends a learning loss bridge camp before the next school year, maintains a
36 ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next
37 school year in accordance with state law.

38
39 **Students who fall into the criteria for required attendance in summer programming in order to**
40 **be promoted to the fourth grade must attend with a 90% rate. Of the 20 days required for**
41 **summer school attendance, students must attend 18 days. These days will be documented and**
42 **options for make-up days will be provided by the summer programming committee**

1 ***Decision of Retention – Fourth Grade***⁹

2 Students in the following categories shall show adequate growth in the following ways before being
3 promoted to the fifth grade:

4 1. A student who is promoted to the fourth grade due to receiving tutoring for the entirety of the
5 next school year in accordance with state law or because of attending a learning loss bridge
6 camp must maintain a ninety percent (90%) attendance rate; and
7

8 2. A student receiving tutoring for the entirety of the next school year in accordance with state law
9 shall be required to show adequate growth on the fourth grade ELA portion of TCAP before the
10 student may be promoted to fifth grade.

11 A student shall not be retained more than once in fourth grade.

12 ***Decision of Retention – Students with Disabilities***¹⁰

13 Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the
14 student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of
15 TCAP was due to the student's disability. The school district shall not retain a student with a disability
16 or a suspected disability that impacts their ability to read.

17 **APPEALS**^{7,11}

18 When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision
19 to retain the student and provided with information on the right to appeal the decision. Appeals shall be
20 made to a committee appointed by the principal within ten (10) school days. The student and their
21 parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given
22 the opportunity to address the committee. The committee shall conduct a hearing within ten (10) school
23 days to determine if the student will be promoted and issue such decision within five (5) calendar days.
24 Upon notification of the committee decision, the principal shall send written notification to the Director
25 of Schools/designee and the parent(s)/guardian(s). The notification shall advise parent(s)/guardian(s) of
26 their right to appeal such action within ten (10) calendar days to the Director of Schools/designee.

27 The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A
28 decision shall be issued within five (5) days.

29 Within five (5) business days of the Director of Schools/designee rendering a decision, the student's
30 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
31 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
32 The action of the Board shall be final.

33 For students where retention is required per the additional requirements for students in third and fourth
34 grade, parent(s)/guardian(s) may appeal this decision directly to the Department of Education in
35 accordance with state law.¹²

1. 20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 (Section 504); TRR/MS 0520-01-03-.16; TCA 49-6-3115
 2. TRR/MS 0520-01-03-.16(5)
 3. TCA 49-1-905(e)
 4. TRR/MS 0520-01-03-.16(4)
 5. TRR/MS 0520-01-03-.16(6)
 6. TRR/MS 0520-01-03-.16(6)(f)
 7. TRR/MS 0520-01-03-.16(6)(e)
 8. TRR/MS 0520-01-03-.16(6)(g)
 9. TRR/MS 0520-01-03-.16(7)
 10. 29 U.S.C. § 794 (Section 504); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16(7)(e)
 11. TRR/MS 0520-01-03-.16(3); TRR/MS 0520-01-02-.17(7); TCA 49-6-3102(e)(1)
 12. TRR/MS 0520-01-03-.16(7)(f)
- Credit Recovery 4.210
Grading System 4.600
Reporting Student Progress 4.601
Attendance 6.200
Student Assignments 6.205
Homeless Students 6.503
Student Records 6.600

BOARD OF EDUCATION CALENDAR OF EVENTS

FEBRUARY 2023

February 6, 2023 Special Session to Review Policy, 5 p.m., Maple Room
February 6, 2023 Regular Board Meeting, 6 p.m., Board Room
February 13, 2023 Built In Snow Day
February 16-17, 2023 TSBA Legislative and Legal Institute

MARCH 2023

March 6, 2023 Regular Board Meeting, 6 p.m., Board Room
March 13-17, 2023 Spring Break
March 27, 2023 (TBD) SHHS Awards Program (hosted by BOE), 6 p.m., SH Auditorium
March 30 – April 3, 2023 COSSBA

April 2023

April 3, 2023 Regular Board Meeting, 6 p.m., Board Room
April 7, 2023 Vacation for students
April 10, 2023 Built-in Snow Day

May 2023

May 1, 2023 Regular Board Meeting, 6 p.m., Board Room
May 25, 2023 Last Day of School for 19-20 SY – ½ day for students
May 27, 2023 Administrative Day
May 27, 2023 SHHS Graduation, 10 a.m., Freedom Hall
May 29, 2023 Holiday for All Schools and All 12-month employees

June 2023

June 5, 2023 Regular Board Meeting, 6 p.m., Board Room

July 2023

July 3, 2022 (TBD) Regular Board Meeting, 6 p.m., Board Room (Subject to change)
July 4, 2023 Independence Day Holiday for all 12-month employees

<i>February 2, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>February 14, 2023</i>	<i>Valentine's Day</i>
<i>February 16, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>February 21, 2023</i>	<i>President's Day</i>
<i>March 2, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>March 13-17, 2023</i>	<i>Johnson City Schools Spring Break</i>
<i>March 12, 2023</i>	<i>Daylight Savings Time Begins</i>
<i>March 16, 2022</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>March 17, 2023</i>	<i>St. Patrick's Day</i>
<i>April 6, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>April 7, 2023</i>	<i>Good Friday</i>
<i>April 16, 2023</i>	<i>Easter Sunday</i>
<i>April 20, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>May 4, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>May 5, 2023</i>	<i>Cinco de Mayo</i>
<i>May 14, 2023</i>	<i>Mother's Day</i>
<i>May 18, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>May 29, 2023</i>	<i>Memorial Day</i>
<i>June 1, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>June 15, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>June 18, 2023</i>	<i>Fathers' Day</i>
<i>July 6, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>
<i>July 4, 2023</i>	<i>Independence Day</i>
<i>July 20, 2023</i>	<i>City Commission Meeting, 6 p.m., City Hall</i>

CERTIFIED LEAVE

Kathryn Kenneson	Math Teacher Science Hill 10/12 3/20----ESY 2022-2023
Roop, Megan	Resource Teacher Liberty Bell Middle 3/14---5/1/2023

CERTIFIED INTERIMS

Stratman, Amber	Pre-K Teacher Fairmont Elementary For: B. Rupard 2/20---5/1/23
Connolly, Karen	Math Teacher Science Hill 10/12 For: K. Kenneson 3/20---ESY 2022-2023

CERTIFIED RESIGNATIONS

Dempsey, Kristina	Related Arts Teacher Liberty Bell Middle
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CERTIFIED TEMPORARIES

Cantrell, Monica	2 nd Grade Teacher Cherokee Elementary Replace: E. Patterson
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CLASSIFIED RESIGNATIONS

Barr, Jessica	Custodian Full Time North Side Elementary 2/24/2023
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Blankenship, Heather

Custodian
Full Time
Indian Trail Middle
2/21/2023

Knight, George

Custodian
Full Time
Science Hill 10/12
2/22/2023

CLASSIFIED LEAVE

Sanders, Alice

Head Custodian
Full Time
Science Hill 10/12
Thru ESY 2022-2023

CLASSIFIED HIRES

Coakley, Kelly

Instructional Assistant
Full Time
Indian Trail Middle
Replace: K. Withers

Louis, Marjorie

Evening Custodian
Full Time
Science Hill 10/12

Harris, Lucinda

Evening Custodian
Full Time
Liberty Bell Middle
Replace; A. Mazoff

Brandon, Jerry

Evening Custodian
Full Time
South Side Elementary
Replace: L. Cheek

Blankenship, Heather

Evening Custodian
Full Time
Indian Trail Middle
Replace: K. Smith

Schmid, Hillary	Permanent Substitute Teacher Full Time Liberty Bell Middle Replace: S. Barry
Rimer, Ella	Permanent Substitute Teacher Full Time Liberty Bell Middle Replace: M. Morel
Wade, April	PreK Instructional assistant Part Time North Side Elementary Replace: M. Brady-Miller
Madison, Katherine	ISS Assistant Full Time Liberty Bell Middle Replace: F. Rutledge
Struve, Elizabeth	Special Education Assistant Full Time Indian Trail Middle Replace: L. Helton
Douglas, Julie	Special Education Assistant Full Time Science Hill 10/12 Replace: K. Phillips
Kollie, Aminata	Special Education Assistant Full Time South Side Elementary
Jones, Tonya	Permanent Substitute Teacher Full Time Science Hill 10/12
Thompson, Bradley	Systems Analyst – Tech II Full Time Systemwide Replace: H. Balcinovic

Stetz, Kristen	Clinic Nurse Full Time Science Hill 10/12 Replace: R. Byrd
Williams, Brittany	Assistant Softball Coach Part Time Science Hill 10/12
Davis, Corey	Homework Club Tutor Part Time Woodland Elementary
Bare, Kevin	Head Custodian Full Time Science Hill 10/12 Replace: A. Sanders
Fulmer, Harriette	EduCare Assistant Part Time Cherokee Elementary Replace: A. Abernathy
Willis, Madison	EduCare Assistant Part Time Mtn. View Elementary
Bernardino, Stephan	EduCare Assistant Part Time North Side Elementary
Vazquez, Rossy	EduCare Assistant Part Time Fairmont Elementary
Brown, Alexis	EduCare Assistant Part Time Lake Ridge
Jones, Bethany	EduCare Assistant Part Time Lake Ridge

Timmons, Donna

EduCare Assistant
Part Time
Lake Ridge

Howard, Madison

EduCare Assistant
Part Time
Lake Ridge

**Substitute Teacher Training
Central Office Learning Center
2/21/2023**

Heather Richardson
Anna Biumi
Michaeline Harrison
Ryland Darling
Karen Connolly
Dylan Street
Lesley Adkins
Morgan Boone
Marley McCoy
Amy Clay
McKenzie Goodman
Ellyn Treadway
Clara McClure
Alyssa Hatley



Donation Submittal to BOE Form

School/Program: Liberty Bell Middle School

From: Holly Flora/Heather Lonon

Date: 2/3/23

A handwritten signature in black ink, appearing to read "Holly Flora", written over a horizontal line.

Amount: \$ 30.00

Donor: David Johnson (parent)

Donation Stipulation/Restriction:

Mr. Johnson wants to donate \$30.00 for a student who cannot afford a yearbook.



Donation Submittal to BOE Form

School/Program: Mountain View Elementary School

From: Dr. Melissa Stukes  **Date:** 2/17/23

Amount: \$ 2,136.27 **Donor:** Grubb Photography

Donation Stipulation/Restriction:

MTV Fall Picture Commission 2022 - Donation has been placed in Picture Commission line item.



Donation Submittal to BOE Form

School/Program: North Side Elementary

From: LaQuata Lazenby

Date: 2/8/23

Amount: \$ 1,000.00

Donor: Munsey UMC

Donation Stipulation/Restriction:

We request Board approval for the \$1,000.00 donation from Munsey UMC.

This donation will be used to purchase student incentives for a new reading program

and attendance plan. The incentives will be distributed to students that have acheived their personalized goals.



Donation Submittal to BOE Form

School/Program: North Side Elementary

From: LaQuata Lazenby

Date: 2/8/23

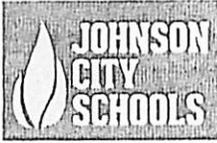
Amount: \$ 3,088.98

Donor: Munsey Memorial UMC

Donation Stipulation/Restriction:

We request Board approval for the donation of a Samsung 85" monitor,
VocoPro Wireless microphone system, and TV wall mount for the amount of \$3,088.98.

These items will be used in the gymnasium for classes and events at the school.



Donation Submittal to BOE Form

School/Program: Scienc Hall

From: Steg Carter

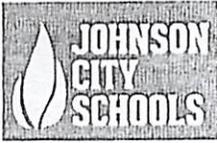
Date: 1/27/2023

Amount: \$ 10,000

Donor: Gridiron Club

Donation Stipulation/Restriction:

Uniforms



Donation Submittal to BOE Form

School/Program: Science Hill - Benny Volley

From: J. McIntyre

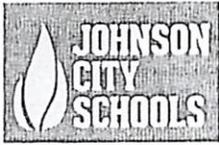
Date: 1-23-22

Amount: 2,000.00

Donor: J.C.P.S. Foundation

Donation Stipulation/Restriction:

Benny Volley Philanthropy Fund



Donation Submittal to BOE Form

School/Program: Science Hill High School - Baseball

From: S. McIntuff

Date: 1-23-23

Amount: 1,000.00

Donor: Johnson City Public Schools
Foundation

Donation Stipulation/Restriction:

Baseball program 295000



Donation Submittal to BOE Form

School/Program: SkillsUSA Automotive

From: Jeff Kleven

Date: 2/17/23

Amount: \$ 500.00

Donor: Thomas Wade Falin

Donation Stipulation/Restriction:

Money is to be used for the operation of the SkillsUSA
Automotive Club.



Donation Submittal to BOE Form

School/Program: Topper Robotics

From: Jeff Kleven

Date: 2/7/23

Amount: \$ 1,000.00

Donor: Long Construction

Donation Stipulation/Restriction:

Funds are used for Robotics Club activities.

2023 Board Committee Reports

1. Athletic Committee – Herb Greenlee, Jonathan Kinnick and Paula Treece
2. Communications Committee – Kathy Hall and Beth Simpson
3. Curriculum Council: (Usually the 4th Tuesday of every month from 4-6 p.m. but dates are subject to change - no meeting in June, July, or December)
 - January 31, 2023 – Beth Simpson
 - February 28, 2023 – Dr. Ginger Carter
 - March 28, 2023 – Herb Greenlee
 - April 25, 2023 – Kathy Hall
 - May 16, 2023 – Paula Treece
 - August 22, 2023 – Jonathan Kinnick
 - September 26, 2023 – Tom Hager
 - October 24, 2023 – Beth Simpson
 - November 21, 2023 – Kathy Hall
4. Facilities/Capital Improvements/Site Selection Committee – Dr. Ginger Carter, Herb Greenlee, Kathy Hall and Jonathan Kinnick
5. Finance Committee – Tom Hager, Kathy Hall, Jonathan Kinnick, and Paula Treece
6. Foundation Board – Kathy Hall and Beth Simpson
7. Policy Committee – Kathy Hall, plus one other Board Member:

<u>Section</u>	<u>Committee Meets</u>	<u>Board Review 5:00 p.m.</u>	<u>Board Member</u>
Five – Personnel	January	February	Beth Simpson
One – School Board Operations	August	November	Herb Greenlee
Three – Support Services	September	November	Dr. Ginger Carter
Four – Instructional Services	October	November	Tom Hager
Two – Fiscal Management	November	February	Paula Treece
Six – Students	December	February	Jonathan Kinnick

8. School Zone Assignment Advisory Committee – Tom Hager and Paula Treece
9. Sick Leave Bank Trustee (Second year of a three-year term) – Tom Hager
10. Superintendent’s Compensation Committee – Jonathan Kinnick (Chair) and Kathy Hall
11. Tennessee Legislative Network (TLN) – Beth Simpson
12. Safety Security Committee - Dr. Ginger Carter, Herb Greenlee, Kathy Hall and Jonathan Kinnick

***JOHNSON CITY
BOARD OF EDUCATION
UPCOMING MEETINGS***

- **March 6, 2023 Regular Board Meeting, 6 p.m., Board Room**
- **April 3, 2023 Regular Board Meeting, 6 p.m., Board Room**
- **May 1, 2023 Regular Board Meeting, 6 p.m., Board Room**
- **June 5, 2023 Regular Board Meeting, 6 p.m., Board Room**
- **July 3, 2022 (TBD) Regular Board Meeting, 6 p.m., Board Room
(Subject to change)**

April 2023

EVENT DAY & TIME 02.27.2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
 TOMATO <small>PROTECTOR SERIES</small> <small>Capo Seed Co. HUNTSVILLE, TN</small>	 CABBAGE <small>HEAVY FEED SYSTEM</small> <small>Capo Seed Co. HUNTSVILLE, TN</small>	 SQUASH <small>HEAVY FEED SYSTEM</small> <small>Capo Seed Co. HUNTSVILLE, TN</small>	 HERBS <small>2023</small> <small>Capo Seed Co. HUNTSVILLE, TN</small>	 KALE <small>YIELD SHARP GREENS SYSTEM</small> <small>Capo Seed Co. HUNTSVILLE, TN</small>	 APPLE <small>FOODS ONLY</small> <small>Capo Seed Co. HUNTSVILLE, TN</small>	 WINTERGUARD CIPA - COMPETITION
 PALM SUNDAY EASTER FOUNTAIN OF LIFE EASTER SERVICE 10:30 AM	2 ARENA TREADDOWNS CIPA & SETUP PRICE IS RIGHT JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	3 PRICE IS RIGHT 7:30 PM JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	4 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	5 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	6 <i>Good Friday</i> JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	7 WINTERGUARD CIPA - COMPETITION
9 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	10 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	11 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	12 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	13 ARENA SETUP JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	14 NATE BARGATZE 7:00 PM JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	15 TIM TEBOW 4thIRTEEN 6:30 PM JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm
16 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	17 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	18 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	19 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	20 ARENA TEARDOWN JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	21 Earth Day  JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	22 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm
23 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	24 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	25 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	26 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	27 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	28 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	29 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm
30 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	31 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	32 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	33 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	34 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	35 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm	36 JVC Volleyball Club Practice Aux Gym / 6:00 - 9:00 pm



