

Johnson City Board of Education Special Meeting
September 4, 2025 5:00 PM
Central Office

1. CALL TO ORDER AND PURPOSE OF MEETING

- 1.A. 2.403 - Surplus Property Sales
- 1.B. 3.202 - Emergency Preparedness Plan
- 1.C. 3.204 - Threat Assessment Team
- 1.D. 4.100 - Instructional Goals and Philosophy
- 1.E. 4.301 - Interscholastic Athletics
- 1.F. 4.403 - Library Materials
- 1.G. 4.406 - Use of the Internet
- 1.H. 4.601 - Reporting Student Progress
- 1.I. 5.119 - Employment of Retirees
- 1.J. 5.305 - Family and Medical Leave
- 1.K. 5.701 - Substitute Teachers
- 1.L. 6.303 - Questioning Students and Searches
- 1.M. 6.304 - Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation
- 1.N. 6.411 - Coordinated School Health
- 1.O. 6.600 - Student Records

2. ADJOURNMENT

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Surplus Property Sales	Descriptor Code: 2.403	Issued Date: 04/07/25
		Rescinds: 2.403	Issued: 04/03/23

1 The Superintendent of Schools shall prepare a list of unusable items for Board of Education approval.¹
2 The list shall contain the following information: name of item, date of purchase, and reason for disposal.

3 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general
4 circulation at least seven (7) days prior to the sale.² ~~Additional forms of advertising may also be utilized.~~
5 **Notice shall also be published on a news and information website in accordance with state law.**³

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).²⁴

10 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the ~~district~~
11 **school system**, the Board shall approve other methods of disposal.³⁵

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

15 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS**⁴⁶

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

- 19 1. Items of equipment with a current per-unit fair market value of less than ~~\$5,000~~ **10,000** may be
20 retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or
- 21 2. Items of equipment with a current per unit fair market value in excess of ~~\$5,000~~ **10,000** may be
22 retained or sold, and the awarding agency shall have a right to an amount calculated by
23 multiplying the current market value or proceeds from sale by the awarding agency's share of the
24 equipment.
25
26

Legal References

1. [TCA 49-6-2006\(b\)\(3\)](#); [TCA 49-6-2208](#)
2. [TCA 49-6-2007\(b\)](#)

Cross References

Duties of Officers 1.201
Inventories 2.702
Textbooks 4.401

3. [TCA 1-3-120; Public Acts of 2025, Chapter No. 105](#)
4. [TCA 49-6-2007\(d\)](#)
5. [TCA 12-2-403\(a\)](#)
6. [2 CFR § 200.313\(e\)](#)

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 08/06/24
		Rescinds: 3.202	Issued: 01/05/24

1 The Superintendent of Schools shall be responsible for developing, maintaining and acquiring Board
2 approval of the district Emergency Preparedness Plan,¹ which shall include procedures for bomb
3 threats, civil disturbances, armed intruders, earthquakes, fire, tornados, and other severe weather and
4 medical emergencies such as pandemic outbreaks.

5 Emergency preparedness drills will be developed and implemented by each principal, with approval of
6 the Superintendent of Schools, and when appropriate, be held in conjunction with emergency response
7 agencies. Drill procedures shall be published and distributed to all staff.

8 The emergency preparedness plan shall be reviewed and updated annually and distributed to law
9 enforcement and other emergency personnel as needed.

10 FIRE AND SAFETY DRILLS

11 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
12 school days, with **no more than** two (2) fire drills occurring during the first thirty (30) full days of the
13 school year. Additionally, they shall ensure that four (4) fire safety educational announcements are
14 conducted throughout the year.²

15 The principal shall ensure that three (3) additional safety drills are given during the school year.³ These
16 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
17 require full evacuation. A record of all fire and safety drills, including the time and date, shall be kept
18 in each school's office.³

19 The principal/designee shall regularly check the quantity, locations, and conditions of fire
20 extinguishers and shall give all school personnel instructions on how to properly use fire extinguishers.

21 The district shall work with local law enforcement and the local fire department to develop a procedure
22 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025,
23 and shall be reviewed and updated annually thereafter.⁴

24 ANNUAL DRILLS⁵

25 The principal shall ensure that the school safety team conducts each of the following type of drills
26 annually:

- 27
- 28 1. An armed intruder drill in coordination with local law enforcement:
29

- 1 2. An incident command drill:
- 2
- 3 3. An emergency safety bus drill.

4 5 **AED DRILLS⁶**

6 Schools shall conduct a CPR and an AED drill to ensure students are aware of the steps that must be
7 taken in the event of a medical emergency. The principal shall be responsible for ensuring the drill
8 occurs.

9 The Superintendent of Schools shall develop the necessary administrative procedures on AED and
10 CPR training, planning, notification and maintenance to comply with laws.

11 **MEDICAL EMERGENCIES/PANDEMIC/FLU⁶⁷**

12 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
13 and consult with the local and state health departments and other local emergency or healthcare
14 providers in protecting students and the community from further infection. The Superintendent of
15 Schools shall develop procedures for health emergencies in accordance with state law and regulations.⁴

16 **REMOTE LEARNING DRILLS⁷⁸**

17 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
18 reflect how students will transition to remote learning in the event of a disruption to school operations.
19 Students shall not be asked or required to transition to remote learning at any time during the drill.

Legal References

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#)
3. [TCA 68-102-137\(f\)](#)
4. [Public Acts of 2024, Chapter No. 563](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#); [Public Acts of 2024, Chapter No. 625](#)
7. [TCA 49-6-3004\(a\), \(c\)](#); [TCA 49-5-404](#)
8. [TCA 49-2-139](#)

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date: 01/06/25
		Rescinds:	Issued: 01/05/24

1 A threat assessment team shall be created within the school district to develop intervention-based
2 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
3 safe, supportive, and effective school environment. The Superintendent of Schools shall appoint the
4 members of the threat assessment team.¹

5 The Superintendent of Schools shall develop administrative procedures regarding the training and
6 operations of the team to comply with state law and State Board of Education rules and regulations.

7 **TEAM MEETINGS**

8 All threat assessment team meetings shall be closed to the public.²

9 **RECORDKEEPING³**

10 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
11 resulted in intervention and shall provide the information to the Superintendent of Schools.

12 A report of the activities of the threat assessment team will be compiled and shared with the Board of
13 Education before each safety meeting.

14 Documents produced or obtained regarding these assessment activities will not be open for public
15 inspection.

16 **REPORTING⁴**

17 **The Superintendent of Schools shall develop a process for providing parent(s)/guardian(s)**
18 **information on credible threats of violence or significantly disruptive behavior directed toward**
19 **or occurring on the grounds of the school their student attends. Such reports shall include**
20 **incidents that are reported to a state or local law enforcement agency. These reports must be**
21 **made within forty-eight (48) hours of the school system's report to law enforcement.**

22 **At least once per quarter, the Superintendent of Schools shall provide the Board with a report**
23 **listing the total number of incidents reported to state and local law enforcement agency**
24 **requiring notice to parent(s)/guardian(s) for the respective quarter as well as total for the year to**
25 **date.**

Legal References

1. TCA 49-6-2701 ~~*et seq.*; Public Chapter 2023, Chapter No. 367~~
2. TCA 49-6-2701(f)
3. TCA 49-6-2702
4. [Public Acts of 2025, Chapter No. 215](#)

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Johnson City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Instructional Goals and Philosophy	Descriptor Code: 4.100	Issued Date: 01/06/25
		Rescinds: 4.100	Issued: 06/04/24

1 **The Board of Education shall not discriminate on the basis of race, color, sex, religion, national**
2 **origin, or disability in its instructional program or activities.¹ Discrimination shall include**
3 **antisemitism, defined as a certain perception of Jews, which may be expressed as hatred toward**
4 **Jews including, but not limited to, rhetorical and physical manifestations of antisemitism**
5 **directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish**
6 **community institutions and religious facilities.²**

7 **GOALS**

8 The Board approves the following broad-based instructional goals:

- 9
- 10 • Advance student achievement, participation, and support in all curricular and extra-curricular
- 11 programs
- 12 • Strengthen stakeholder communication and community connections
- 13 • Recruit, support, and retain a high-quality workforce.
- 14 • Create and enhance safe, effective learning environments.
- 15 • Promote physical, social, and mental wellness.

16 The current Five -Year Strategic Plan can be viewed on the school system
17 website.

18 **VISION STATEMENT**

19

20 The Board of Education’s vision for Johnson City Schools is to be a progressive school system that is
21 globally competitive in all areas. All students have equal opportunity to learn and be successful while
22 meeting high expectations and are provided the resources to be healthy, productive citizens and
23 lifelong learners.

24 **MISSION STATEMENT**

25

26

27 The mission of Johnson City Schools is to enable all students to achieve excellence in learning, social
28 responsibility and self worth.

29 **BELIEFS**

- 1 To be successful, Johnson City Schools must:
- 2 • Provide the highest quality public education to all students
- 3 • Attract, develop, and retain the very best teachers and staff
- 4 • Engage families, business, community, and government
- 5 • Stay on the cutting edge of educational leadership and practice
- 6 • Foster a caring, safe, and inclusive environment

Cross Reference:

School District **System** Goals & Objectives 1.700

Johnson City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 01/06/25
		Rescinds: 4.301	Issued: 01/09/23

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be
2 treated differently from another person, or otherwise be discriminated against in any athletic program
3 of the school. Equal athletic opportunities shall be provided for members of both sexes.¹ Student
4 athletes shall only be allowed to participate in athletic activities or events that align with the student's
5 sex indicated on their original birth certificate.² The Superintendent of Schools/designee shall require
6 the parent/guardian to provide the student's original birth certificate prior to participation in any
7 interscholastic athletics. If the original birth certificate is not available or does not indicate the
8 student's sex at the time of birth, the parent/guardian shall provide medical documentation showing
9 evidence of the student's sex at birth.

10 Interscholastic athletics shall be administered as a part of the regular school program and shall be the
11 principal's responsibility. Athletic schedules shall be filed in each school principal's office. The
12 principal/ employee designee must accompany all athletic teams on out of town trips.

13 ~~Participation in interscholastic athletics or marching band shall not be substituted for the~~ The Board of
14 Education approves transportation of teams to athletic events, however such transportation must
15 comply with the procedures and guidelines in place for all student trips. In addition, the athletic
16 department must pay its own mileage and other related expenses.

17 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and
18 control of secondary athletics.³ The Superintendent of Schools shall develop a code of conduct for all
19 coaches to follow in order to ensure the health and safety of athletes.⁴

20 Participation in interscholastic athletics or marching band shall not be substituted for the lifetime
21 wellness graduation requirement.

22 **INSURANCE & PHYSICAL EXAMINATIONS**

23 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall
24 provide proof of independently secured catastrophic coverage and liability coverage, with the school
25 ~~district~~ **system** as a named insured, of not less than the limits set forth in state law.⁵ It shall be the
26 responsibility of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students
27 participating in interscholastic athletics.

28 Prior to participation in interscholastic athletics, every student shall complete an annual physical
29 examination.⁶ The parent(s)/guardian(s) of each student shall be responsible for covering the cost of
30 the examination, and the signed parent/guardian permission form and medical release form shall be
31 kept on file at the school.

32 **SCHEDULING**

1 No principal or teacher of any school under the control of the Board shall dismiss their school or any
2 group of students for the purpose of permitting them to practice for or play interscholastic athletics
3 within the regular school hours of any school day of the week without written permission from the
4 Board.⁷ This does not prevent the inclusion of regular physical education classes in the daily school
5 program.

6 Students shall not be required to attend a school athletic event, or event related to participation on a
7 school athletic team, if the event is on an official school holiday, observed day of worship, or religious
8 holiday. The student's parent or legal guardian shall notify the coach in writing three (3) full school
9 days prior to the event if there is a conflict.⁸

10

11 Any changes in the venue for home competitions must have prior approval of the Board. In case of an
12 emergency situation, the Superintendent of Schools may approve a venue change.

13

14 **SEVERE WEATHER⁴**

15 Severe weather is any type of weather that could impede the safety of any athlete by compromising the
16 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,
17 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be
18 discussed with all players, coaches, and officials, if applicable.

19 All coaches who oversee or participate in outdoor training, practice, or competition shall annually
20 complete a heat illness prevention course approved by the Tennessee Department of Health as well as
21 receive training on activity modifications based on environmental conditions.

22 **PROHIBITION AGAINST HAZING**

23 Coaches, employees, and volunteers of the school district system shall not encourage, permit, condone,
24 or tolerate hazing activities.⁹

25 **HOME SCHOOL STUDENT PARTICIPATION¹⁰**

Home school students shall be permitted to participate in accordance with TSSAA, TMSAA, or other governing body organizations' guidelines. If a school is not a member with these organizations, home school students that are zoned for the school shall be permitted to participate in interscholastic athletics to the same extent as other students.

VIRTUAL SCHOOL STUDENT PARTICIPATION¹¹

Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA guidelines. If a school is not a member with these organizations, virtual school students that are zoned for the school shall be permitted to participate in interscholastic athletics to the same extent as other students.

Legal References

1. 34 CFR § 106.41; 20 USCA § 1681 *et seq.*
2. TCA 49-6-310(a)
3. TRR/MS 0520-01-02-.08(1)
4. TCA 49-6-3601
5. TCA 29-20-403
6. 20 USCA § 1232h(c); TRR/MS 0520-01-13-.01(1)(a)
7. TCA 49-6-1002(a)
8. TCA 49-6-1002(c)
9. TCA 49-2-120
10. Public Acts of 2024, Chapter No. 658
11. **Public Acts of 2025, Chapter No. 173**

Cross References

Special Use of School Vehicles 3.402
Student Insurance Program 3.601
Extracurricular Activities 4.300
Attendance 6.200
Discrimination/Harassment 6.304
Disruption of School and Student Activities 6.306

Johnson City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date: 05/05/25
		Rescinds:	Issued: 01/09/23

1 The Secondary Supervisor shall be responsible for library collection development. They shall post the
2 list of library materials online. Library materials shall be reviewed to ensure the content aligns with state
3 law. Prior to the purchase of new materials, librarians shall review the age and maturity level along with
4 the reading level of the selected items for suitability.¹ A list of new materials shall be reviewed by the
5 Secondary Supervisor.

6 The Secondary Supervisor shall be responsible for periodically reviewing the ~~district~~ **school system**'s
7 library collection in line with the standards established below. Any materials found to be out of alignment
8 with the standards shall be removed, and this action shall be documented in writing and presented to the
9 Superintendent of Schools and the Board of Education.

10 STANDARDS²

11 The library collection shall adhere to the following criteria:

- 12 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 13
- 14 2. Materials shall be appropriate for the age and maturity levels of the students who may access
15 them. The determining factor will be based on an assessment of any mature themes or content
16 (i.e., violence, sexual content, vulgar language, substance abuse);
- 17
- 18 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit; and
- 19
- 20 4. The collection as a whole shall offer a variety of viewpoints; **and**
- 21
- 22 5. **Materials shall not be removed on the sole grounds that the item is religious.**

23 Any materials that meet the following criteria shall be removed and excluded from the ~~district~~ **school**
24 **system**'s library collection:

- 25 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess
26 violence, or sadomasochistic abuse as defined in state law³;
- 27
- 28 2. Are patently offensive as defined in state law; or
- 29
- 30 3. Appeal to the prurient interest as defined in state law.

31 The Board shall be notified when any library materials are challenged or removed pursuant to this policy.

1 COMPLAINTS⁴

2 If a complaint is made by an employee, student, or parent/guardian, the person receiving the complaint
3 shall:

- 4 1. Inform the complainant of the selection procedures and make no commitments.
- 5
- 6 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 7
- 8 3. Inform the principal (and other appropriate personnel).
- 9
- 10 4. Keep challenged materials available for use during the reconsideration process.

11 Upon receipt of the completed form, the principal shall notify the Superintendent of Schools. The
12 principal may request review of the challenged materials by an ad hoc materials review committee
13 within thirty (30) days. If the principal appoints a review committee, it should include certified library
14 media personnel, representatives from classroom teachers, and one or more parents.

15 The review committee shall take the following steps after receiving the challenged materials:

- 16 1. Read, view, or listen to the contested material in its entirety;
- 17
- 18 2. Check general acceptance of the material by reading recognized and evaluative reviews;
- 19
- 20 3. Determine the extent to which the material is appropriate for the age and maturity levels of the
21 students who have access to the materials and whether the material is suitable for, and
22 consistent with, the educational mission of the school; and
- 23
- 24 4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the
25 material for its strength and value.

26 The principal shall present a recommendation to the Superintendent of Schools. The Superintendent of
27 Schools shall assess the findings along with the recommendation of the principal and present a
28 recommendation to the Board.

The Board shall evaluate the recommendations of the principal and the ~~Director~~ **Superintendent** of Schools along with the material to determine whether it is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school. The Board shall review the findings and affirm, overturn, or modify the decision within sixty (60) days from which the feedback was received.

29 REMOVAL OF LIBRARY MATERIALS

30 If it is determined that the material is not appropriate for the age and maturity levels of the students
31 who have access to them or is not suitable for, and consistent with, the educational mission of the
32 school, the material shall be removed from the library collection.

Legal References

1. [Board of Education, Island Trees Union Free School District No. 26 v. Pico, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [Public Acts of 2024, Chapter No. 782](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803](#)

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Johnson City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: 01/06/25
		Rescinds: 4.406	Issued: 01/09/23

1 The Board of Education supports the right of staff and students to have reasonable access to various
2 information formats and believes it incumbent upon staff and students to use this privilege in an
3 appropriate and responsible manner.

4 **Employees**

5 Before any employee is allowed use of the school system's Internet or network access, the employee
6 shall sign a written agreement, developed by the Superintendent/designee that sets out the terms and
7 conditions of such use. Any employee who accesses the school system's network for any purpose
8 agrees to be bound by the terms of that agreement, even if no signed written agreement is on file.

9 The Superintendent of Schools shall develop and implement appropriate procedures to provide
10 guidance for teacher use of the Internet. Procedures shall address the following:

- 11 1. Development of the Technology Responsible Use Agreement.
- 12 2. General rules and ethics of Internet access.
- 13 3. Guidelines regarding appropriate instruction and oversight of student Internet use.
- 14 4. A uniform signature block for use by all system employees
- 15 5. Prohibited and illegal activities, including but not limited to the following:¹
 - 16 • Sending or displaying offensive messages or pictures
 - 17 • Using obscene language
 - 18 • Harassing, insulting, bullying or attacking others
 - 19 • Damaging devices owned by the school system or network access
 - 20 • Hacking or attempting unauthorized access to any computer
 - 21 • Violation of copyright laws
 - 22 • Trespassing in another's folders, work or files
 - 23 • Intentional misuse of resources
 - 24 • Using another's password or other identifier (impersonation)
 - 25 • Use of the school system's network for commercial purposes
 - 26 • Revealing the personal address, ~~or~~ phone number, or any personally identifiable
27 information (PII) of another person

28 **Students**

29 The Superintendent of Schools shall develop and implement procedures for appropriate Internet use by
30 students.

31 Procedures shall address the following:

- 1 1. General rules and ethics of Internet use.
- 2 2. Prohibited or illegal activities, including, but not limited to:¹
 - 3 • Sending or displaying offensive messages or pictures
 - 4 • Using obscene language^[11]
 - 5 • Harassing, insulting, bullying or attacking others
 - 6 • Damaging devices owned by the school system or network access
 - 7 • Hacking or attempting unauthorized access
 - 8 • Violation of copyright laws
 - 9 • Trespassing in another's folders, work or files
 - 10 • Intentional misuse of resources
 - 11 • Using another's password or other identifier (impersonation)
 - 12 • Use of the network for commercial purposes
 - 13 • Buying or selling on the Internet
 - 14 • Revealing the personal address, phone number, or any personally identifiable
 - 15 information (PII) of another person

16 INTERNET SAFETY MEASURES²

17 Internet safety measures shall be implemented that effectively address the following:

- 18 • Controlling access by students to inappropriate matter on the Internet and World Wide Web
- 19 • Educating students about appropriate online behavior, such as interacting with other
- 20 individuals on social networking websites and in chatrooms and cyberbullying awareness and
- 21 response
- 22 • Safety and security of students when they are using electronic mail, chat rooms, and other
- 23 forms of direct electronic communications
- 24 • Preventing unauthorized access, including "hacking" and other unlawful activities by students
- 25 on-line
- 26 • Unauthorized disclosure, use and dissemination of personal information regarding students
- 27 • Restricting students' access to materials harmful to them

28 The Superintendent of Schools/designee shall establish a process to ensure the school system's
 29 technological resources are not used for purposes prohibited by law or for accessing sexually explicit
 30 materials. The process shall include, but not be limited to:

- 31 1. Utilizing technology that blocks or filters Internet access (for both students and adults) to
- 32 material that is obscene, or pornographic³, ~~or harmful to students⁴~~;
- 33
- 34 2. **Prohibiting and preventing a user from sending, receiving, viewing, or downloading**
- 35 **materials that are deemed to be harmful to minors;**⁴
- 36
- 37 3. Maintaining and securing a usage log; **and**
- 38
- 39 4. Monitoring online activities of students.²

1 The Board shall provide reasonable public notice of, and at least one (1) public hearing or meeting to
2 address and communicate its Internet safety measures.²

3 A written parental consent shall be required prior to the student being granted access to electronic
4 media involving the school system's technological resources. The required permission/agreement
5 form, which shall specify responsible uses, rules of on-line behavior, access privileges and penalties
6 for policy/procedural violations, must be signed by the parent/legal guardian of minor students (those
7 under 18 years of age) and also by the student. This document shall be kept on file as a legal, binding
8 document. In order to modify or rescind the agreement, the student's parent/guardian (or the student
9 who is at least 18 years old) must provide the Superintendent of Schools with a written request.

10 School officials shall apply the same criterion of educational suitability used to review other
11 educational resources when questions arise concerning access to specific databases or other electronic
12 media. Complaints alleging a violation of the Internet safety measures shall be submitted to the
13 Superintendent/designee. All complaints shall be reviewed to determine how to appropriately respond.

14 **E-MAIL**

All school system employees shall use the email address assigned by the school system for all
communication related to school system business and students. Because all computer hardware and
software belong to the Board, all data including e-mail communications stored or transmitted on school
system resources shall be monitored. Employees/students should have no expectation of privacy with
regard to such data. Confidentiality of e-mail communication cannot be assured. E-mail
correspondence may be a public record under the public records law and may be subject to public
inspection.⁵ Emails will be archived for a period of twelve (12) months from the date sent/ received.

15 **INTERNET SAFETY INSTRUCTION⁶**

16 Students will be given appropriate ongoing instruction at least annually in Internet safety as a part of
17 regular instruction utilizing computer resources. The Superintendent/designee shall provide adequate
18 in-service instruction on Internet safety. Parent(s)/guardian(s) and students will be provided with
19 material to raise awareness of the dangers posed by the Internet and ways in which the Internet may be
20 used safely.

21 **SOCIAL NETWORKING**

23 **1. Students are prohibited from accessing social media platforms using school system internet**
24 **except when expressly authorized by a teacher for educational purposes.⁷**

25
26 **2.** School system staff who have a presence on social networking websites are prohibited from
27 posting data, documents, photographs or inappropriate information that is likely to create a
28 material and substantial disruption of classroom activity or which violates the privacy of other
29 staff or students, or which violates FERPA.

30

- 1 3. School system staff are prohibited from accessing personal social networking sites on school
2 system devices during school hours except for legitimate instructional purposes.
3
- 4 4. The Board discourages school system staff from socializing with students on social networking
5 websites. The same relationship, exchange, interaction, information or behavior that would be
6 unacceptable in a non-technological medium is unacceptable when done through the use of
7 technology.

8 The Superintendent will publish guidelines on appropriate social media use by employees.

9 **VIOLATIONS**

10 Violation of this policy or a procedure promulgated under its authority shall be handled in accordance
11 with the existing disciplinary procedures of the Johnson City School System.

12 **VENDOR CONTRACTS³⁸**

13 Prior to entering into any contract or using any website where student data is shared and content is
14 marketed to kindergarten through grade twelve (K-12), the vendor of any digital or online resource
15 created or marketed for K-12 must sign a Data Privacy Agreement (DPA) outlining appropriate
16 safeguards of school system data and usage, and assurance of adherence to state and federal laws for
17 Internet content and access by minors.

Legal References

1. [TCA 39-14-602](#)
2. [47 USCA § 254 \(h\)\(5\)\(A\) – \(C\), 254\(l\); 47 CFR § 54.520\(c\)\(1\)\(i\); 20 USCA § 7131; Public Acts of 2025, Chapter No. 195](#)
3. [TCA 49-1-221\(a\)\(1\)\(C\)\(i\)](#)
4. [TCA 39-17-901; TCA 49-1-221\(a\)\(1\)\(C\)\(ii\)](#)
5. [TCA 10-7-512](#)
6. [TCA 49-1-221\(a\)\(1\)\(E\)](#)
7. [Public Acts of 2025, Chapter No. 195](#)
8. [TCA 49-1-221\(c\)](#)

Cross References

Use of Email 1.805
Use of Artificial Intelligence Programs 4.214
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Johnson City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Reporting Student Progress	Descriptor Code: 4.601	Issued Date: 01/03/22
		Rescinds: 4.601	Issued: 03/05/19

1 Student progress reports shall be provided at least once every nine (9) weeks during the school year with
2 a midterm progress report each 4 1/2 weeks for grades K-8. The reporting procedure shall be uniform
3 for all reporting periods during each school year. Each report shall be signed or otherwise acknowledged
4 by the parent(s)/guardian(s). In grades six (6) through twelve (12), reports may be made in electronic
5 format and acknowledgment is not required provided the dates and methods of reporting pupil progress
6 are published. Ample opportunity will be provided for parent(s)/guardian(s) to notify the school of
7 concerns. The administration shall establish rules and regulations which will keep parent(s)/guardian(s)
8 of students with academic deficiencies advised.

9 Student progress reports may indicate the students' conduct, attendance and academic progress and other
10 information necessary to communicate effectively with the parent(s)/guardian(s). **For students in**
11 **grades kindergarten through eight (K-8), the student's score on the most recently administered**
12 **universal reading screener shall also be included along with the results of a dyslexia screener, if**
13 **applicable.**²

14 In addition to the regular progress reports, principals and teachers are encouraged to confer with
15 parents/guardians on the educational progress of their children. Teachers are expected to consult with
16 parents/guardians of students who are working at an unsatisfactory level or whose performance shows
17 a marked or sudden deterioration. Parents/guardians shall be notified by the teacher as early in the
18 school year as possible if the retention of a student is being considered.

19 SURROGATE PARENTS

20 For students with disabilities, IDEA requires the Board to maintain a list of surrogate parents who meet
21 the following requirements:

- 22 1. They have no interest or conflicts of interest involving the child;
- 23 2. They have adequate knowledge to insure adequate representation for the child; and
- 24 3. They are not public employees who provide direct services to the child.

25 The Board will be prepared to defend the qualifications of the persons selected.

26 Surrogate parents will be appointed for students when:

- 27 1. The school system cannot identify a parent of the child;
- 28 2. The guardian parent of the child is an agency of the State of Tennessee; or
- 29 3. The child is institutionalized or parentless and is assigned a guardian who is an employee of the
30 State.

31 ~~DRIVER'S LICENSE REVOCATION~~¹

1 ~~Any student fifteen (15) years of age or older who becomes academically deficient shall be reported to~~
 2 ~~the Department of Safety for driver's license revocation.~~

3 ~~A student shall be deemed academically deficient if he/she has not received passing grades in at least~~
 4 ~~three (3) full unit subjects or their equivalency at the end of semester grading.~~

5 ~~A copy of the notice sent to the Department of Safety by the attendance teacher or the Superintendent~~
 6 ~~of Schools shall also be mailed to the student's parent or guardian.~~

7 **PARENT-CONFERENCES**

8 At least two (2) times during the school year, conferences shall be scheduled in which
 9 parent(s)/guardian(s) and teachers may discuss any pertinent problems or other matters of concern
 10 regarding the development and education of each student. These scheduled conferences shall not use
 11 any portion of the 180 days of classroom instruction.² The Superintendent of Schools shall be
 12 responsible for scheduling and coordinating systemwide conferences. Teachers will be available for
 13 conferences, by appointment, at other times. Conferences may also be held during a teacher's
 14 designated planning time. Because of the excessive demands made on the teacher's time,
 15 parent(s)/guardian(s) are asked to schedule conferences in advance. Teachers will be expected to
 16 schedule conference in advance with parent(s)/guardian(s) except in cases of emergency.

17 Conferences shall be physically accessible to all students and parent(s)/guardian(s).³⁴

Legal References

1. ~~TCA 49-6-3017(e)~~, [TRR/MS 0520-01-03-.03\(5\)](#);
[TCA 49-6-901](#)
2. [Public Acts of 2025, Chapter No. 330](#)
3. [TCA 49-6-7002](#)
4. [28 CFR § 36.201](#)

Cross References

- School Calendar 1.800
- Grievance Procedures for Qualified Individuals with Disabilities 1.802
- Grading System 4.600
- Promotion and Retention 4.603**
- In-Service and Professional Learning Opportunities 5.113**
- Staff Time Schedules 5.602**
- Attendance 6.200
- Withdrawals 6.207**

Johnson City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date: 04/07/25
		Rescinds: 5.119	Issued: 01/09/23

1 The Superintendent of Schools may hire a retired individual if certain conditions are met as provided
2 for in state law.¹ **Prior to commencement of reemployment, the Superintendent of Schools shall**
3 **provide the required employment information to the Tennessee Consolidated Retirement System**
4 **(TCRS). In order to be eligible for employment after retirement, a TCRS member must comply**
5 **with the following:**

- 6 **1. The retired member must have a bona fide separation of service which includes a**
7 **separation of at least sixty (60) calendar days and no previous agreement to return to**
8 **work after retirement; and**
- 9 **2. The retired member may not accrue additional retirement benefits as a result of the**
10 **member's reemployment and may not draw disability retirement benefits.**
11

12 EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS²

13 Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed
14 for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers
15 may substitute for additional days. ~~if the Superintendent of Schools certifies in writing to the Division~~
16 ~~of Retirement that no other qualified personnel are available to substitute teach.~~⁺

17 **To continue receiving TCRS benefits, the following conditions must be met in addition to the**
18 **general standards above:**

- 19 **1. During a twelve-month period, the retiree must not work more than one hundred twenty**
20 **(120) days; and**
- 21 **2. The retired member's compensation must not exceed 60% of the annual full-time salary**
22 **received in the year immediately prior to the member's last paid day of covered**
23 **employment. This amount shall be adjusted by five percent (5%) for each year after that**
24 **date.**
25
26

27 **The retired member may work beyond one hundred twenty (120) days as a substitute teacher if**
28 **the payment does not exceed the rate of compensation for substitute teachers filling similar**
29 **vacant positions.**

30 EMPLOYMENT CONTRACTS FOR ONE YEAR

1 The Superintendent of Schools may employ retired teachers for at least one (1) year for full-time
2 employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis in an area
3 that lacks qualified candidates to serve in this position. Retirement benefits will not be lost or suspended
4 under certain conditions which include, but are not limited to, the following:²

5 1. The Superintendent of Schools of the employing district shall certify in writing that no other
6 qualified individuals are available to fill the position;

7
8 2. The Commissioner of Education shall certify that the employing school district serves an area
9 that lacks qualified teachers to serve in the position to be filled;

10
11 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;

12
13 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
14 receive medical insurance coverage; and

15
16 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
17 Board for teachers with no experience filling similar positions or more than eighty-five percent
18 (85%) of the rate of compensation set by the Board for teachers with comparable training and
19 years of experience filling similar positions.

20 ~~ADDITIONAL EMPLOYMENT OPTION FOR RETIREES~~³

21 Retired members of TCRS or a similar system may be offered re-employment for up to one (1) year as
22 a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the
23 following conditions:

24 1. The retired member has been retired for at least sixty (60) calendar days;

25 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
26 retirement allowance;

27 3. The retired member's employment cannot be longer than a one (1) year period; however, the
28 retired member can be reemployed for additional one (1) year periods;

29 4. The retired member is not drawing disability retirement benefits; and

30 5. The retired member cannot accrue additional retirement benefits.

31 The Superintendent of Schools shall notify TCRS of the member's reemployment and certify in
32 writing that the retired member has the required experience and training for the position and that no
33 other qualified persons are available to fill the position.

34 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.
35 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment
36 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
37 percent (5%) of the retired member's pay rate.

1 **HARD TO FILL POSITIONS³**

2 **The Superintendent of Schools may contract with retired members for hard to fill positions if the**
3 **following conditions are met in addition to the general standards above:**
4

- 5 1. **During the reemployment, the retirement benefit payable to the retiree must be reduced**
6 **to seventy percent (70%) of the retirement allowance the member would have otherwise**
7 **been entitled to receive; and**
8
9 2. **The retired member’s reemployment must not exceed one (1) year, but the retired**
10 **member may be reemployed for additional one-year periods per state law.**

11 **The Superintendent of Schools shall certify to TCRS that the employee is being rehired in a**
12 **hard-to-fill position. In order to qualify, one or more of the following conditions must be**
13 **established:**

- 14 1. **It is difficult to recruit and retain qualified employees for the position;**
15
16 2. **The position requires specialized certification, credentials, or education;**
17
18 3. **The demand for the position exceeds the supply;**
19
20 4. **The position is in high demand in the marketplace;**
21
22 5. **The position is filled by key personnel;**
23
24 6. **The position requires specific skills and experience; or**
25
26 7. **The position has other unique recruitment or retention issues identified and documented**
27 **by the Superintendent of Schools.**

28 **Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment**
29 **equal to the amount the employer would have contributed to the retirement system during the**
30 **period of reemployment; or (2) an amount equal to five percent (5%) of the retired member’s**
31 **earnable compensation.**

Legal References

- ~~1. TCA 8-36-805~~
~~2. TCA 8-36-824~~
3. Public Acts of 2022, Chapter No. 824

Cross References

- Application and Employment 5.106
Substitute Teachers 5.701

- 32 1. [TCA 8-36-805](#); [TCA 8-36-809](#); [Public Acts of 2025, Chapter No. 159](#)
33 2. [TCA 8-36-805](#); [Public Acts of 2025, Chapter No. 159](#)

- 1 3. [TCA 8-36-809; Public Acts of 2025, Chapter No. 159](#)

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 06/04/24
		Rescinds: 5.305	Issued: 04/04/22

ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the school district and anyone who has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of FMLA eligibility¹) during the previous twelve (12) month period shall be eligible to use FMLA leave.²

GENERAL PRINCIPLES

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

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

An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run concurrently with and be counted toward the employee's total period of FMLA leave.

MATERNITY/PATERNITY LEAVE

1. *Relationship between FMLA leave and Tennessee Maternity Leave Act* – FMLA leave shall run concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees leave for a period not to exceed four (4) months for the adoption, pregnancy, childbirth, and nursing of a newborn child.³
2. *Teachers' Leave* – In accordance with state law, any teacher who goes on maternity or paternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted. Upon verification by a written statement from an adoption

1 agency or other entity handling an adoption, a teacher may also be allowed to use
2 accumulated leave for adoption of a child. **Upon verification by a written statement from**
3 **an adoption agency or other entity handling an adoption, a teacher may also be**
4 **allowed to use accumulated leave for adoption of a child.** If both adoptive parents are
5 teachers employed by the district, however, only one (1) parent is entitled to use such
6 leave.⁴

7
8 3. Spouses who are both eligible employees of the school district are limited to a
9 combined total of twelve (12) workweeks of FMLA leave in a single twelve (12) month
10 period if the leave is taken for the birth and care of a newborn child, for the placement of a
11 child for adoption or foster care, or to care for a parent who has a serious health condition.
12 Under certain circumstances, spouses who share leave for the birth or adoption of a child
13 may be eligible for limited amounts of additional leave for other qualifying FMLA
14 reasons.⁵

15
16 4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave
17 is available to eligible employees after a birth, stillbirth, or adoption of a newly placed
18 minor child.⁶ An eligible employee taking leave under this provision shall not be required to
19 utilize any other type of accrued leave during this period. Eligible employees include
20 teachers, principals, supervisors, or other individuals required by law to hold a valid license
21 of qualification for employment ~~who have been employed with a school district full time~~
22 ~~for at least twelve (12) consecutive months.~~ **and who meet the following requirements:**

- 23
24 a. **Possess a valid license or an emergency credential issued by the Department of**
25 **Education per TCA 49-5-106, required for the position the employee holds;**
26
27 b. **Have been employed with the district full time for at least twelve (12)**
28 **consecutive months in a position for which the employee is required by law to**
29 **hold the license or an emergency credential referenced above at the time of the**
30 **qualifying event; and**
31
32 c. **Have held a valid license or an emergency credential issued by the Department**
33 **of Education per TCA 49-5-106 for the entire twelve consecutive months of**
34 **fulltime employment.**
35

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

42
43 **LEAVE FOR A SERIOUS HEALTH CONDITION^{7,8}**
44

1 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when they
2 are unable to work because of a serious health condition or to care for an immediate family member
3 with a serious health condition. Employees shall contact Human Resources to determine if the reason
4 for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days'
5 notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as
6 practicable, generally, either the same or next business day.
7

8 **LEAVE FOR MILITARY FAMILY MEMBERS**

9

10 1. *Qualifying Exigency Leave*⁸ - Eligible employees are entitled to up to twelve (12)
11 workweeks of leave because of any qualifying exigency arising out of the fact that the
12 spouse, son, daughter, or parent of the employee, as defined under the FMLA, is on active
13 duty, or has been notified of an impending call to active duty, or has been notified of an
14 impended call to active duty status in the Armed Forces. Qualifying exigencies may
15 include:
16

- 17 a. Issues arising from the service member's short notice deployment;
 - 18 b. Military events and related activities (e.g., official ceremonies, support
19 programs);
 - 20 c. Making or updating financial and legal arrangements;
 - 21 d. Attending counseling;
 - 22 e. Taking up to fifteen (15) days leave to spend time with a covered service
23 member who is on short-term rest and recuperation leave during deployment; or
 - 24 f. Attending post-deployment activities.
- 25

26 2. *Military Caregiver Leave*⁹ - An eligible employee who is the spouse, son, daughter,
27 parent, or next of kin of a covered service member or covered veteran with a serious injury
28 or illness is entitled to up to twenty-six (26) workweeks of leave in a single twelve (12)
29 month period. A covered service member is a current member of the Armed Forces,
30 including a member of the National Guard or Reserves, who is undergoing medical
31 treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the
32 temporary disability retired list for a serious injury or illness.
33

34 A covered veteran is an individual who was a member of the Armed Forces at any time during
35 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
36 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
37 therapy.
38

39 The single twelve (12) month period for military caregiver leave begins on the first day the
40 employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
41 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered
42 service member. The maximum of twenty-six (26) workweeks may include no more than
43 twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the
44 placement of a child for adoption or foster care, for care of a parent who has a serious health
45 condition, or for the employee's own serious health condition.
46

47 **INTERMITTENT LEAVE**¹⁰

1
2 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
3 seriously ill family member, because of the employee's own serious health condition, or for the care for
4 a newborn, a newly adopted child, or a newly placed foster care child. When an employee requests
5 foreseeable leave for planned medical treatment and the employee would be on leave for greater than
6 twenty percent (20%) of the total number of working days in the period during which the leave would
7 extend, the school district may require that such employee elect either to take the leave for periods of a
8 particular duration, not to exceed the duration of the planned medical treatment, or to transfer
9 temporarily to an available alternative position offered by the school district for which the employee is
10 qualified and that has equivalent pay and benefits and better accommodates recurring periods of
11 leave.

12 **RESTRICTIONS**

13 1. Notice Requirements

14
15
16
17 a. *Employee Notice*¹¹- For foreseeable leave, the employee shall provide the
18 Superintendent of Schools with at least thirty (30) days written notice before the
19 beginning of the anticipated leave.

20
21 b. *District Notice* - Once it has been established that the leave requested qualifies
22 for FMLA, the Superintendent of Schools/designee shall notify the employee within
23 three (3) business days (absent extenuating circumstances) that any leave taken
24 pursuant to state leave statutes (paid vacation leave, personal leave, sick leave, or
25 workers' compensation) shall run concurrently with FMLA leave.¹² The notice may
26 be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no
27 later than the following pay day.¹³

28 2. Certification Requirement¹⁴

29
30
31 a. The Superintendent of Schools may require that a request for leave be supported
32 by certification issued by a health care provider with the following information:

- 33
34 i. The date on which the serious health condition commenced;
35 ii. The probable duration of the condition;
36 iii. The appropriate medical facts within the knowledge of the health care
37 provider regarding the condition; and
38 iv. A statement that the eligible employee is needed to care for the son,
39 daughter, spouse, or parent and an estimate of the amount of time that such
40 employee is needed.

41
42 b. If there is any reason to doubt the validity of the certification provided, the
43 Superintendent of Schools may require, at the expense of the school district, an
44 opinion of a second health care provider.

45 3. Period Near the End of an Academic Term (Professional Employees)¹⁵

1 a. If leave is taken more than five (5) weeks prior to the end of the term, the
 2 Superintendent of Schools may require the employee to continue taking leave until
 3 the end of the term if the leave is at least three (3) weeks of duration and the return
 4 of employment would occur during the three (3) week period before the end of the
 5 term.

6
 7 b. If the leave is taken five (5) weeks prior to the end of the term, the
 8 Superintendent of Schools may require the employee to continue taking leave until
 9 the end of the term if the leave is greater than two (2) weeks duration and the return
 10 to employment would occur during the two (2) week period before the end of the
 11 term.

12 **REQUIREMENTS OF THE BOARD OF EDUCATION¹⁶**

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

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

16 3. The Board may recover the premium paid under the following conditions:

17 a. The employee fails to return from leave after the period of leave has expired;
 18 and

19 b. The employee fails to return to work for a reason other than the continuation,
 20 recurrence, or onset of a serious health condition or other circumstances beyond the
 21 control of the employee.

22 Legal References

- 23 1. [Hinson v. Tecumseh Products Co., 2000 U.S. App. LEXIS 26778, at *1—10 \(6th Cir. Oct. 17, 2000\)](#)
- 24 2. [29 USCA § 2601, 2611—2619](#)
- 25 3. [TCA 49-5-702; TCA 4-21-408](#)
- 26 4. [TCA 49-5-710\(a\)\(2\); TCA 8-50-802\(a\)\(4\)](#)
1. [29 CFR § 825.120\(a\)\(3\)](#)
2. [Public Acts of 2023, Chapter No. 399—Public Acts of 2025, Chapter No. 163](#)
3. [TCA 8-50-814; Public Acts of 2025, Chapter No. 235](#)
4. [29 CFR § 825.113](#)
5. [29 CFR § 825.126](#)
6. [29 CFR § 825.124; 29 CFR § 825.127](#)
7. [29 CFR § 825.202](#)
8. [29 CFR § 825.302-825.304](#)
9. [29 CFR § 825.207](#)
10. [OP Tenn. Atty Gen 94-006 \(Jan 13, 1994\); Plant v. Morton International, Inc., 212 F. 3d 929, 932 \(6th Cir. 2000\)](#)
11. [29 CFR § 825.305-825.313](#)
12. [29 CFR § 825.602](#)
13. [29 USCA § 2614](#)

Cross References

- Sick Leave 5.302
 Long-Term Leaves of Absence 5.304

Johnson City Board of Education			
Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 04/07/25
		Rescinds:	Issued:

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies
 2 until a licensed teacher is available.^{1,2} Substitute teachers may be employed and paid directly by the
 3 Board of Education or by a third-party employer through an agreement between such third-party
 4 employer and the Board.

5 Substitute teachers employed by third party entities shall be subject to the same unemployment benefit
 6 eligibility conditions as substitute teachers employed directly by the Board.²

7 **APPLICATION/QUALIFICATIONS**

8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

9 Applicants with revoked or suspended licenses or certificates according to the State Board of Education
 10 shall not be hired.⁴

11 Qualifications for substitute teachers shall be determined by the Superintendent of Schools in compliance
 12 with board policy, state laws, and State Board of Education rules and regulations.

13 A list of substitute teacher(s) will be prepared by the Human Resources Department who will maintain
 14 file(s) which may include transcripts, credentials, recommendations, and other pertinent information.

15 **COMPENSATION**

16 If employed directly by the district, the compensation of substitute teachers shall be determined annually
 17 by the Board.

18 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same
 19 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired
 20 after July 1, 2011 through July 1, 2016.⁵

21 **CERTIFICATION**

When substituting for a regular teacher who has been absent for ~~twenty (20)~~ **thirty (30)** consecutive
 days, a substitute teacher shall possess a teaching certificate with endorsement in the discipline(s) to be
 taught or shall be a retired teacher that held the appropriate endorsement.⁶ When substituting for a teacher
 without sick leave, the substitute shall be certified and paid according to the state salary schedule.¹

22 **EMERGENCY NEEDS**

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

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

7 **TRAINING AND ORIENTATION**

8 The Superintendent of Schools shall be responsible for ensuring that there are appropriate training and
9 development programs for substitute teachers that includes the annual school safety training required by
10 state law.⁷

11 **RESPONSIBILITIES**

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

14 **RE-EMPLOYMENT/TERMINATION**

15 On an annual basis, the Superintendent of Schools, with input from the Human Resources Department
16 and principals, shall determine which substitute teachers performed at an acceptable level. Substitute
17 teachers who performed below an acceptable level shall not be re-employed.

18 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying
19 the 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\(a\)\(14\)\(C\)](#)
5. [TCA 49-3-312\(b\)](#)
6. [TCA 49-3-312\(a\)](#); [TRR/MS 0520-01-02-.04\(5\)\(b\)](#);
[Public Acts of 2025, Chapter No. 235](#)
7. [Public Acts of 2024, Chapter No. 735 TCA 49-2-203\(a\)\(14\)\(A\)](#); [TCA 49-6-805\(7\)](#)

Cross References

- Background Investigations 5.118
Employment of Retirees 5.119

Johnson City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Interrogations Questioning Students and Searches	Descriptor Code: 6.303	Issued Date: 04/03/23
		Rescinds: 6.303	Issued: 04/05/21

1 INTERROGATIONS QUESTIONING BY SCHOOL PERSONNEL

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

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

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

13 INTERROGATIONS BY POLICE (AT ADMINISTRATOR'S REQUEST)

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

22 POLICE-INITIATED INTERROGATIONS

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

30 SEARCHES BY SCHOOL PERSONNEL

1 **The school principal shall authorize all searches at the outset per state law.² All principal initiated**
 2 **searches shall be conducted by a school security officer or a school administrator who has**
 3 **completed the state required training.³ The following conditions shall apply to principal initiated**
 4 **searches:**

5 1. **All the following standards of reasonableness must be met:**

- 6 a. **A particular student has violated school policy;**
 7 b. **The search will yield evidence of the violation of school policy or will lead to finding**
 8 **dangerous weapons, drugs, or drug paraphernalia;**
 9 c. **The search is in pursuit of legitimate interests of the school in maintaining order,**
 10 **discipline, safety, supervision, and education;**
 11 d. **The search is not conducted for the sole purpose of discovering evidence to be used**
 12 **in criminal prosecution; and**
 13 e. **The search shall be reasonably related to the objectives of the search and not**
 14 **excessively intrusive considering the age and sex of the student as well as the nature**
 15 **of the alleged infraction;⁴**

2. **A school administrator shall be on-site at any principal-initiated search;**

3. **A school administrator shall oversee the search and may end the search at any time; and**

4. **If a student is under the age of eighteen (18), the principal must notify the student's parent**
or guardian within a reasonable time of the search³

If a school resource officer searches a student, based on having probable cause, the principal shall
notify the Superintendent of Schools/designee.⁵

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

20

Legal References

1. TCA 49-6-4203(b)
2. ~~TCA 49-6-4201 et seq.~~; Tenn. Op. Att'y Gen. No. 14-21 (February 24, 2014) [TCA 49-6-4204\(a\)](#); [TCA 49-6-4205\(a\)](#)
3. [Public Acts of 2025, Chapter No. 244](#)
4. [TCA 49-6-4205\(b\)](#)
5. [State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 \(Tenn. Ct. App. July 16, 2009\)](#)
6. [TCA 49-6-4201](#); [Tenn. Op. Att'y Gen. No. 14-21 \(February 24, 2014\)](#)

Cross References

- Traffic and Parking Controls 3.403
 Procedural Due Process 6.302
 Reporting Child Abuse 6.409

Johnson City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation	Descriptor Code: 6.304	Issued Date: 05/07/24
		Rescinds: 6.304	Issued: 04/03/23

1 The Johnson City Board of Education has determined that a safe, civil, and supportive environment in
2 school is necessary for students to learn and achieve high academic standards. In order to maintain that
3 environment, acts of bullying, cyber-bullying, discrimination (**including the definition of antisemitism**
4 **found in policy 4.100**), harassment, hazing or any other victimization of students, based on any actual
5 or perceived traits or characteristics, are prohibited.¹

6 This policy shall be disseminated annually to all school staff, students, and parents.² This policy shall
7 cover employees, employees' behaviors, students and students' behaviors while on school property, at
8 any school-sponsored activity, on school-provided equipment or transportation, or at any official school
9 bus stop. If the act takes place off school property or outside of a school-sponsored activity, this policy
10 is in effect only if the conduct is directed specifically at a student or students and has the effect of creating
11 a hostile educational environment or otherwise creating a substantial disruption to the education
12 environment or learning process.

13 Building administrators are responsible for educating and training their respective staff and students as
14 to the definition and recognition of discrimination/harassment.³

15 **DEFINITIONS⁴**

16 Bullying is when someone repeatedly and on purpose says or does mean or hurtful things to another
17 person who has a hard time defending themselves.

18 Bullying/Intimidation/Harassment – can take the form of an act that substantially interferes with a
19 student’s educational benefits, opportunities, or performance, and the act has the effect of:

- 20 • Physically harming a student or damaging a student’s property;
- 21
- 22 • Knowingly placing a student or students in reasonable fear of physical harm to the
23 student or damage to the student’s property;
- 24
- 25 • Causing emotional distress to a student or students; or
- 26
- 27 • Creating a hostile educational environment.

28 Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class
29 (race, color, religion, sex, gender, disabilities, national origin, or age) that is severe, pervasive, or
30 persistent and creates a hostile environment.

1 Cyber-bullying - A form of bullying undertaken through the use of electronic devices. Electronic
2 devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication
3 devices, text messaging, emails, social networking sites, instant messaging, videos, web sites, or fake
4 profiles

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

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

12 **COMPLAINTS AND INVESTIGATIONS**

13 Alleged victims of the above-referenced offenses shall report these incidents immediately to a teacher,
14 **coach**, counselor or building administrator.⁶ All school employees are required to report alleged
15 violations of this policy to the principal/designee. All other members of the school community,
16 including students, parents, volunteers, and visitors, are encouraged to report any act that may be a
17 violation of this policy.⁶

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

23 The principal/designee at each school shall be responsible for investigating and resolving complaints.
24 Once a complaint is received, the principal/designee shall initiate an investigation within forty-eight
25 (48) hours of receipt of the report. If a report is not initiated within forty-eight (48) hours, the
26 principal/designee shall provide the Superintendent of Schools with appropriate documentation
27 detailing the reasons why the investigation was not initiated within the required timeframe.⁷

28 The principal/designee shall notify the parent/legal guardian when a student is involved in an act of
29 discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall
30 provide information on district counseling and support services. Students involved in an act of
31 discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the
32 appropriate school counselor by the principal/designee when deemed necessary.⁸

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

- 1 1. It places the student in reasonable fear or harm for the student's person or property;
- 2
- 3 2. It has a substantially detrimental effect on the student's physical or mental health;
- 4
- 5 3. It has the effect of substantially interfering with the student's academic performance; or
- 6
- 7 4. It has the effect of substantially interfering with the student's ability to participate in or benefit
- 8 from the services, activities, or privileges provided by a school.

9 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and
10 complete investigation of each alleged incident. All investigations shall be completed and appropriate
11 intervention taken within twenty (20) calendar days from the receipt of the initial report.⁴ If the
12 investigation is not complete or intervention has not taken place within twenty (20) calendar days, the
13 principal/designee shall provide the Superintendent of Schools with appropriate documentation
14 detailing the reasons why the investigation has not been completed or the appropriate intervention has
15 not taken place.⁷ Within the parameters of the federal Family Educational Rights and Privacy Act⁹
16 (FERPA) at 20 U.S.C. § 1232g, a written report on the investigation will be delivered to the parents of
17 the complainant, parents of the accused students and to the Superintendent of Schools.

18 **RESPONSE AND PREVENTION**¹⁰

19 School administrators shall consider the nature and circumstances of the incident, the age of the
20 violator, the degree of harm, previous incidences or patterns of behavior, or any other factors, as
21 appropriate to properly respond to each situation.

22 A substantiated charge against an employee shall result in disciplinary action up to and including
23 termination. A substantiated charge against a student may result in corrective or disciplinary action up
24 to and including suspension/expulsion.

25 An employee disciplined for violation of this policy may appeal the decision by contacting a System
26 Complaint Manager. Any student disciplined for violation of this policy may appeal the decision in
27 accordance with disciplinary policies and procedures.

28 **REPORTS**

29 When a complaint is filed alleging a violation of this policy where there is physical harm or the threat
30 of physical harm to a student or a student's property, the principal/designee of each school shall report
31 the findings and any disciplinary actions taken to the Superintendent of Schools and the Chair of the
32 Board of Education and other members of the Board if it is determined they have a need to know.¹¹

33 By July 1 of each year, the Superintendent of Schools/designee shall prepare a report of all of the
34 bullying cases brought to the attention of school officials during the prior academic year. The report
35 shall also indicate how the cases were resolved and/or the reasons they are still pending. This report

1 shall be presented to the Board at ~~either its July or August~~ **first safety** meeting **of the school year**, and
 2 it shall be submitted to the state department of education by August 1.¹²

3 The Superintendent of Schools shall develop forms and procedures to ensure compliance with the
 4 requirements of this policy and TCA 49-6-4503.

5 **RETALIATION AND FALSE ACCUSATIONS**

6 Retaliation against any person who reports or assists in any investigation of an act alleged in this
 7 policy is prohibited. The consequences and appropriate remedial action for a person who engages in
 8 retaliation shall be determined by the administrator after consideration of the nature, severity, and
 9 circumstances of the act.¹³

10 False accusations accusing another person of having committed an act prohibited under this policy are
 11 prohibited. The consequences and appropriate remedial action for a person found to have falsely
 12 accused another may range from positive behavioral interventions up to and including suspension and
 13 expulsion.¹⁴

Legal References

1. [TCA 49-6-4503\(a\), \(b\)\(3\); 20 USCA §§ 1681 to 1686; **Public Acts of 2025, Chapter No. 293**](#)
2. [TCA 49-6-4503\(b\)\(11\)](#)
3. [TCA 49-6-4503\(b\)\(12\)](#)
4. [TCA 49-6-4503\(b\)\(2\), \(13\)](#)
5. [TCA 49-2-120](#)
6. [TCA 49-6-4503\(b\)\(5\)](#)
7. [TCA 49-6-4503\(b\)\(6\)](#)
8. [TCA 49-6-4503\(b\)\(14\)](#)
9. [20 USCA § 1232g](#)
10. [TCA 49-6-4503\(b\)\(4\), \(7\)-\(8\)](#)
11. [TCA 49-6-4503\(d\)\(3\)](#)
12. [TCA 49-6-4503\(c\)\(2\)\(B\)](#)
13. [TCA 49-6-4503\(b\)\(9\)](#)
14. [TCA 49-6-4503\(b\)\(10\)](#)

Cross References

Appeals to and Appearances Before the Board 1.608
 Grievance Procedures for Qualified Individuals with
 Disabilities 1.802

Staff-Student Relations 5.610
 Student Concerns 6.305
 Methods of Discipline 6.313

Johnson City Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Coordinated School Health	Descriptor Code: 6.411	Issued Date: 05/05/25
		Rescinds: 6.411	Issued: 04/04/22

1 **POLICY INTENT**

2 Johnson City Schools is committed to the optimal development of every student. The school system
3 believes that for students to have the opportunity to achieve personal, academic, developmental and
4 social success, we need to create positive, safe and health-promoting learning environments at every
5 level, in every setting, throughout the school year.

6 The Board recongnizes the link between nutrition, physical activity and learning. In order to
7 implement overall wellness for students, the plan below shall be followed by all schools in the district.¹

8 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

9 All schools shall implement the CDC’s Coordinated School Health approach to managing new and
10 existing wellness related programs and services in schools and the surrounding community based on
11 State law and State Board of Education CSH standards and guidelines. The school system’s
12 Coordinated School Health Coordinator shall be responsible for overseeing compliance with State
13 Board of Education CSH standards and guidelines in the school district.

14 **SCHOOL HEALTH ADVISORY COUNCIL^{2,3}**

15 The district will establish a School Health Advisory Council to serve as a resource to school sites for
16 implementing policies and programs and develop an active working relationship with the county health
17 council. The council shall consist of individuals representing the school and community, including
18 parents, students, teachers, school administrators, school board members, health professionals, school
19 food service representatives, and members of the public. The primary responsibilities of the council
20 include but are not limited to:

- 21 1. Developing, implementing, monitoring, reviewing as necessary, making recommendations as to
- 22 physical activity and nutrition policies;
- 23 2. Ensuring that all schools within the district create and implement an action plan related to the
- 24 modules from the School Health Index;
- 25 3. Ensuring that the results of the action plan are annually reported to the council; and
- 26 4. Ensuring that school level results include measures of progress on each indicator of the School
- 27 Health Index.

28 The State Board of Education’s Physical Education Policy shall be used as guidance by the Council to
29 make recommendations. The Board may consider recommendations of the Council in making policy
30 changes or revisions.

1 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents,
2 and administrators.² The team will hold Healthy School Team meetings during the school year to
3 assess needs and oversee planning and implementation of school health efforts.

4 The Superintendent of Schools will ensure compliance with the school Wellness Policy, to include an
5 assessment of the implementation of the Wellness Policy and the progress made in attaining the policy
6 goals. The assessment will be made to the public.

7 **COMMITMENT TO NUTRITION**

8 All schools shall offer school meal and snack programs with menus that meet or exceed the patterns
9 and nutrition standards established by the U.S. Department of Agriculture and State Board of
10 Education's Minimum Nutritional Standards For Individual Food Items Sold Or Offered For Sale To
11 Pupils In Pre-K Through Eight. The coordinated school health counselor shall be responsible for
12 overseeing the school district's compliance with the State Board of Education Rules and Regulations
13 for sale of food items in the school district and that this Wellness Policy is being fulfilled by all
14 schools in the district. They shall register with the State Department of Education.

15 The goals shall be to give students an adequate time to enjoy healthy meals and relax in a pleasant
16 environment. Meals shall be accessible to all students in a non-stigmatizing manner. Good nutritional
17 habits shall be encouraged.

18 All food including vending machines, fundraising items, and concessions must meet guidelines set
19 forth by the Healthy Hunger-free Kids Act, 2010, Smart Snacks in Schools.^{4,5,6}

20 **DISTRICT GOALS**

21 The district will promote healthy nutrition through various activities, including nutrition related
22 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
23 dining areas, and informational booths at various community functions.

24 Education will be offered as part of a standards based program designed to provide students with the
25 knowledge and skills needed to promote and protect their health as outlined in the State Board of
26 Education and Lifetime Wellness Standards OR Nutrition Education. Nutrition Education will
27 discourage teachers from using high fat, sugar, and sodium foods as rewards and encourage students to
28 start each day with a healthy breakfast.

29 **EVALUATION OF EFFECTIVENESS OF NUTRITION PROGRAM**

30 The Board shall monitor the effectiveness of the school nutrition program within a wide-range of
31 student constituency groups. Factors to be considered shall include, but are not limited to:

- 32 1. Participation rates in school meal programs;
- 33 2. Student satisfaction surveys to monitor the effects of consumption of healthy snacks on
34 children's health, behavior, and school performance and to monitor satisfaction with snack
35 choices;

- 1 3. Parent satisfaction surveys to monitor the effects of consumption of healthy snacks on
- 2 children's health, behavior, and school performance and to monitor satisfaction with snack
- 3 choices;
- 4 4. Frequency and types of health problems noted on school nurse logs;
- 5 5. Frequency and types of mental health and behavioral problems note on counselor logs;
- 6 6. Incidence of student behavior infractions;
- 7 7. Teacher surveys of student's classroom behavior, attention span and memory; and
- 8 8. Test scores.³

9 **PHYSICAL ACTIVITY**⁷

10 The Board recognizes that physical activity is extremely important to the overall health of a child.
11 Schools shall support and promote physical activity. Physical activity may be integrated into any areas
12 of the school program.

13 Physical Education classes shall be offered as part of a standards based program designed to provide
14 developmentally appropriate, moderate to vigorous physical activity as an integral part of the class.
15 Students shall be encouraged by staff whenever possible to be physically active.

16 **Unstructured physical activity periods shall be offered in addition to the school system's physical**
17 **education program. Elementary school students shall receive a minimum of forty (40) minutes of**
18 **physical activity each full school day. Middle and high school students shall receive a minimum**
19 **of ninety (90) minutes of physical activity each full school week.**

20 **Physical activity will be conducted outside if weather permits. The following activities shall not**
21 **be considered physical activity: walking to and from class, time spent on an electronic device,**
22 **and time spent in a physical education class.**

23 ~~Supervised recess should be offered daily to all elementary school children.~~ **Schools shall continue to**
24 **offer after school sports and activities.** Physical activity shall not be employed as a form of
25 discipline or punishment. ~~Schools shall continue to offer after school sports and activities.~~ **Physical**
26 **activity shall not be withheld from a student as a form of punishment.**

27 **CURRICULUM**³

28 All applicable courses of study should be based on Lifetime Wellness Curriculum Standards, the K-8
29 Healthful Living Curriculum Standards, and the K-12 Physical Education Curriculum Standards.

30 **SCHOOL HEALTH INDEX**³

31 Beginning July 1, 2006, each school will begin implementation of the School Health Index. The State
32 Board of Education Policy on Implementation of School Health Index shall be followed by each school
33 within the district. (See, Tenn. State Board of Ed. Physical Activity Policy, Aug. 18, 2005).

1 All schools within the district shall annually administer a baseline assessment on each of the
 2 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
 3 Council and reported to the State Department of Education.

4 **RECORDS COMPLIANCE**

5 The Coordinated School Health Coordinator shall ensure that records demonstrating compliance with
 6 community involvement requirements are maintained. The Coordinated School Health Coordinator
 7 shall additionally document that the school wellness policy and triennial assessments are made
 8 available to the public.⁸

9 **TRIENNIAL ASSESSMENT**

10 An assessment of policy will be completed at a minimum of every three years. This assessment will
 11 determine: Compliance with the wellness policy, how the wellness policy compares to model wellness
 12 policies, and progress made in attaining the goals of the wellness policy.

Legal References

1. TCA 49-6-1022
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 USCA § 1758b; [TRR/MS 0520-01-06-.04](#)
5. TRR/MS 0520-01-06
6. 7 CFR § 210; 7 CFR § 220
7. ~~TCA 49-6-1021~~
8. ~~7 CFR § 210.31(f)~~
9. [7 CFR 210.31\(c\)\(3\)\(iii\)](#)
10. [TCA 49-6-1021; Public Acts of 2025, Chapter No. 306](#)
11. [7 CFR § 210.31\(f\)](#)

Cross References

Student Suicide Prevention 6.415

Johnson City Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: 05/07/24
		Rescinds: 6.600	Issued: 04/05/21

1 A cumulative record shall be kept for each student enrolled in school. The cumulative record shall
2 contain a health record, attendance record, a home language survey and academic record; shall be kept
3 current; and shall accompany the student through their school career.¹

4 The name used on the record of the student entering the school system must be the same as that shown
5 on the birth certificate, unless evidence is presented that such name has been legally changed. If the
6 parent(s)/guardian(s) does not have, or cannot obtain a birth certificate, then the name used on the
7 records of such student will be as shown on documents which are acceptable to the system as proof of
8 date of birth.

9 The name used on the records of a student entering the system from another school must be the same as
10 that shown on records from the school previously attended unless evidence is presented that such name
11 has been legally changed as prescribed by law.

12 When a student transfers and their records are requested from another school in the system, the school
13 shall send the original records to the transfer school.²

14 When a student transfers and their records are requested from a school outside of the system, the school
15 shall keep the original records and send copies to the transfer school.

16 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).³

17 ACCESS TO STUDENT RECORDS

18 Student records shall be confidential. Authorized school officials shall have access to and permit access
19 to student education records for legitimate educational purposes.⁴ A “legitimate educational interest” is
20 the official’s need to know information in order to:

- 21 1. Perform required administrative tasks;
- 22 2. Perform a supervisory or instructional task directly related to the student’s education; and
- 23 3. Perform a service or benefit for the student or the student’s family such as health care, counseling,
24 student job placement, or student financial aid.

25 Authorized school officials may release information from or permit access to a student’s education record
26 without the parent(s)/guardian(s) or eligible student’s* prior written consent in the following instances:

- 1 1. To comply with a judicial order or lawfully issued subpoena. The school system will make a
2 reasonable effort to notify the student's parent(s)/**guardian(s)** or the eligible student before
3 making a disclosure;⁵
4
- 5 2. If the disclosure is an item of directory information;⁶
6
- 7 3. To comply with the requirements of child abuse reports to the extent known by the school
8 officials including the name, address, and age of the child; the name and address of the person
9 responsible for the care of the child, and the facts requiring the report;⁷
10
- 11 4. When certain federal and state officials need information in order to audit or enforce legal
12 conditions related to federally-supported education programs in the school system;⁸
13
- 14 5. When the school system has entered into a contract or written agreement for an organization to
15 conduct scientific research on the system's behalf to develop tests or improve instruction,
16 provided that the studies are conducted in a manner which will not permit the personal
17 identification of students and their parent(s)/**guardian(s)** by individuals other than
18 representatives of the organization and the information will be destroyed when no longer
19 needed for the purpose for which the study was conducted;⁹
20
- 21 6. To appropriate officials if the parent(s)/**guardian(s)** claim the student as a dependent as defined
22 by the Internal Revenue Code;¹⁰
23
- 24 7. To accrediting organizations to carry out their accrediting functions;¹¹
25
- 26 8. When a student seeks or intends to enroll in another school district or a post-secondary school.
27 Parent(s)/**guardian(s)** of students or eligible students have a right to obtain copies of records
28 transferred under this provision;¹²
29
- 30 9. To financial institutions or government agencies that provide or may provide financial aid to a
31 student in order to establish eligibility, to determine the amount of financial aid, to establish
32 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹³
33
- 34 10. To make the needed disclosure in a health or safety emergency when warranted by the
35 seriousness of the threat to the student or other persons, when the information is necessary and
36 needed to meet the emergency, when time is an important and limiting factor, and when the
37 persons to whom the information is to be disclosed are qualified and in a position to deal with
38 the emergency;¹⁴
39
- 40 11. To the Attorney General or his designee for official purposes related to the investigation or
41 prosecution of an act of domestic or international terrorism. An educational agency that, in
42 good faith, produces education records in accordance with an order issued under this Act shall
43 not be liable to any person for that production;¹⁵
44

12. To any agency caseworker or other representative of a state or local child welfare agency or tribal organization authorized to access the student's educational records when such agencies or organizations are legally responsible for the care and protection of the student;¹⁶
13. **To the Secretary of Agriculture/designee for purposes of conducting program monitoring, evaluations, and performance measurements, provided that the data collected will be protected in a manner which will not permit the disclosure of personal identification of students and their parent(s)/guardian(s) by individuals other than to representatives of the organization, and that the information will be destroyed when no longer needed for the purpose for which it was conducted;**¹⁷ and
14. **To state and local authorities to whom information is specifically allowed to be reported or disclosed by state law that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released.**¹⁸

Consent to Disclose Records¹⁹

Authorized school officials may release information from a student's education record if the student's parent(s)/**guardian(s)** or the eligible student gives written consent for the disclosure.¹⁷ The written consent must include:

1. A specification of the records to be released;
2. The reasons for the disclosure;
3. The person, organization, or class of persons or organizations to whom the disclosure is to be made;
4. The signature of the parent(s)/**guardian(s)** or eligible student;
5. The date of the consent and, if appropriate, a date when the consent is to be terminated.

The student's parent(s)/**guardian(s)** or the eligible student* may obtain a copy of any records disclosed under this provision.

RECORDKEEPING

The school system will maintain an accurate record of all requests to disclose information from or to permit access to a student's education records. The system will maintain an accurate record of information it discloses and access it permits. The system will maintain this record as long as it maintains the student's education record.^{18,20}

The record will include at least:²⁰

1. The name of the person or agency that makes the request;
2. The interest the person or agency has in the information;
3. The date the person or agency makes the request; and
4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is made.

* *The student becomes an "eligible student" when they reach age 18 or enrolls in a post-secondary school, at which time all of the above rights become the student's right.*^{19,21}

 Legal References

1. [20 USCA § 1232g](#)
2. [TCA 49-6-3001\(c\)\(1\)](#)
3. [TCA 49-1-701](#); [20 USCA § 1232g](#)
4. [TCA 10-7-504\(a\)\(4\)](#); [20 USCA § 1232g](#)
5. [20 USCA § 1232g\(b\)\(2\)\(B\)](#); [20 USCA § 1232g\(b\)\(1\)\(J\)](#)
6. [20 USCA § 1232g\(b\)\(2\)](#); [TCA 10-7-504\(a\)\(4\)\(A\)](#)
7. [TCA 37-1-403](#)
8. [20 USCA § 1232g\(b\)\(3\), \(5\)](#); [20 USCA § 1232g\(b\)\(1\)\(C\)](#)
9. [20 USCA § 1232g\(b\)\(1\)\(F\)](#)
10. [20 USCA § 1232g\(b\)\(1\)\(H\)](#)
11. [20 USCA § 1232g\(b\)\(1\)\(G\)](#)
12. [20 USCA § 1232g\(b\)\(1\)\(B\)](#)
13. [20 USCA § 1232g\(b\)\(1\)\(D\)](#)
14. [20 USCA § 1232g\(b\)\(1\)\(I\)](#)
15. [20 USCA § 1232g\(j\)](#)
16. [20 USCA § 1232g\(b\)\(1\)\(L\)](#)
17. [34 CFR § 99.30](#); [20 USCA § 1232g\(b\)\(2\)\(A\)](#)
18. [34 CFR § 99.32\(a\)](#)
19. [34 CFR §§ 99.3, 99.5](#); [TCA 49-1-704](#)
20. [20 USCA § 1232g\(b\)\(1\)\(K\)](#)
21. [20 USCA § 1232g\(b\)\(1\)\(E\)](#)
22. [34 CFR § 99.30](#); [20 USCA § 1232g\(b\)\(2\)\(A\)](#)
23. [34 CFR § 99.32\(a\)](#)
24. [34 CFR §§ 99.3, 99.5](#); [TCA 49-1-704](#)

 Cross References

School District ~~System~~ Records 1.407
 Promotion and Retention 4.603
 Attendance 6.200
 Child Custody/Parental Access 6.209
 Disciplinary Hearing Authority 6.317
 Acquired Immune Deficiency Syndrome 6.404
 Student Use of Records