

Johnson City Board of Education Special Meeting
November 3, 2025 5:00 PM
Central Office

1. CALL TO ORDER AND PURPOSE OF MEETING

1.A. Review Policies:

- 1.A.1. 1.101 - Role of the Board of Education
- 1.A.2. 1.106 - Boardmanship Code of Conduct
- 1.A.3. 1.107 - Board Member Conflict of Interest
- 1.A.4. 1.204 - Board Member Development Opportunities
- 1.A.5. 1.300 - Board Committees
- 1.A.6. 1.302 - Board Attorney
- 1.A.7. 1.400 - School Board Meetings
- 1.A.8. 1.401 - Public Hearings
- 1.A.9. 1.500 - Board-Community Relations
- 1.A.10. 1.501 - Visitors to the Schools
- 1.A.11. 1.502 - Board Meeting News Coverage

- 1.A.12. 1.600 - Policy Development and Adoption
- 1.A.13. 1.701 - Planning and Evaluation of Board Goals and Objectives
- 1.A.14. 1.804 - Alcohol & Drugs in the Workplace
- 1.A.15. 1.805 - Use of Electronic Correspondence
- 1.A.16. 1.901 - Charter School Applications
- 1.A.17. 1.903 - Charter School Oversight
- 1.A.18. 1.905 - Charter School Renewal
- 1.A.19. 3.200 - Buildings and Grounds Management
- 1.A.20. 3.201 - Safe and Secure Facilities
- 1.A.21. 3.202 - Emergency Preparedness Plan
- 1.A.22. 3.205 - Security
- 1.A.23. 3.301 - Use of Equipment and Supplies Leasing and Renting
- 1.A.24. 3.302 - Data Management
- 1.A.25. 3.304 - Automated External Defibrillator (AED)

- 1.A.26. 3.402 - Special Use of Vehicles
- 1.A.27. 3.404 - Private Vehicles
- 1.A.28. 3.600 - Insurance Management
- 1.A.29. 3.602 - Workers' Compensation
- 1.A.30. 5.100 - Personnel Goals
- 1.A.31. 5.102 - Classification and Qualifications
- 1.A.32. 5.106 - Application and Employment
- 1.A.33. 5.109 - Evaluation
- 1.A.34. 5.116 - Staff Positions
- 1.A.35. 5.117 - Procedure for Granting Tenure
- 1.A.36. 5.200 - Separation Practices for Tenured Teachers
- 1.A.37. 5.202 - Separation Practices for Employees
- 1.A.38. 5.302 - Sick Leave
- 1.A.39. 5.601 - Conflict of Interest

- 1.A.40. 5.609 - Use of School System Technology
- 1.A.41. 5.700 - Interim Employees
- 1.A.42. 5.901 - Scope of Collaborative Conferencing
- 1.A.43. 1.8011 - Emergency Closings
- 1.A.44. 3.2001 - Energy Conservation
- 1.A.45. 5.8001 - Employment of Classified Administrative and Supervisory Personnel

2. ADJOURNMENT

Johnson City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Role of the Board of Education	Descriptor Code: 1.101	Issued Date: 01/06/25
		Rescinds: 1.101	Issued: 12/09/19

1 The Board of Education will oversee the operation of the school ~~district~~ **system** in compliance with
2 state and federal laws.¹

3 The Board will function only when in session. The Board's required functions include, but are not
4 limited, to the following:

5 **GENERAL**

- 6 1. To develop and adopt a strategic plan in consultation with the Superintendent of Schools;²
- 7
- 8 2. To adopt all policies required by state or federal law;³
- 9
- 10 3. To approve school zones;⁴
- 11
- 12 4. To approve the ~~district~~ **school system** calendar;⁵
- 13
- 14 5. To adopt ~~district~~ **school system** safety plans;⁶
- 15
- 16 6. To approve the closure of facilities, if needed;¹
- 17
- 18 7. To approve an insurance provider;¹ and
- 19
- 20 8. To approve/modify the agenda at the beginning of the board meeting.¹

21 **FISCAL**

- 22 1. To approve and adopt the budget;¹
- 23
- 24 2. To approve purchases outside the budget on a case-by-case basis in accordance with board
25 policy;¹
- 26
- 27 3. To approve budget transfers;⁷
- 28
- 29 4. To adopt the ~~district~~ **school system** salary schedule;⁸
- 30
- 31 5. To approve a differentiated pay plan;⁹
- 32
- 33 6. To approve funding for the ~~district~~ **school system** maintenance plan and capital requests;¹
- 34

- 1 7. To approve the location and scope of new building projects;¹ and
 2
 3 8. To approve bids.¹

4 INSTRUCTION AND STUDENTS

- 5 1. To adopt the curriculum;¹
 6
 7 2. To adopt textbooks;¹⁰
 8
 9 3. To review student disciplinary issues appealed to the Board and make a final determination;¹¹
 10
 11 4. To authorize or prohibit the use of corporal punishment;¹²
 12
 13 5. To approve or deny admission of students expelled from other school districts;¹³ and
 14

15 PERSONNEL

- 16 1. To employ and evaluate the Superintendent of Schools;¹
 17
 18 2. To grant tenure to eligible teachers;¹⁴ and
 19
 20 3. To dismiss tenured teachers.¹⁵

Legal References

1. [TCA 49-2-203](#)
2. [State Board of Education Policy 2.101](#); [TCA 49-1-613](#)
3. [TCA 49-2-207](#)
4. [TCA 49-6-403\(c\)](#)
5. [TCA 49-6-3004](#)
6. [TCA 49-6-804\(a\)](#)
7. [Tenn. Att’y Gen. Op. No. 83-464 \(Oct 26, 1983\)](#)
8. [TCA 49-3-306\(a\)](#)
9. [TCA 49-3-306\(h\)](#)
10. [TCA 49-6-2207\(a\)\(1\)](#)
11. [TCA 49-6-3401\(c\)\(4\)\(C\)](#)
12. [TCA 49-6-4104](#)
13. [TCA 49-6-3401\(f\)](#)
14. [TCA 49-5-504\(b\)](#); [TCA 49-2-203\(a\)\(1\)](#)
15. [TCA 49-5-511](#); [TCA 49-5-512](#)

Cross References

Duties of Board Members 1.202
 Policy Development & Adoption 1.600
 Administrative Procedures 1.601
 School District Goals 1.700
 School District Planning 1.701
 Annual Operating Budget 2.200

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Boardmanship Code of Conduct	Descriptor Code: 1.106	Issued Date: 01/06/25
		Rescinds: 1.106	Issued: 01/05/24

1 The Board of Education adopts this Code of Ethics as recommended by the Tennessee School Boards
2 Association and the State of Tennessee as a guide to its members as they provide educational
3 leadership for the youth of our state. The Board further agrees that ethical issues regarding the Board
4 or its members may be referred to the TSBA Ethics Advisory Council.

5 **ARTICLE I. MY RELATIONS TO THE CHILDREN**

6

7 Section 1. I will at all times think in terms of “children first,” always determining
8 other important things according to how they affect education and
9 training of children.

10 Section 2. I will seek to provide equal educational opportunities for all children
11 regardless of race, color, religion, sex, gender, disabilities, national origin,
12 or location of residence.

13 **ARTICLE II. MY RELATIONS TO MY COMMUNITY**

14 Section 1. I will endeavor to appraise fairly both the present and future educational
15 needs of the community and to support improvements as finances
16 permit.

17 Section 2. I will represent at all times the entire school community and refuse to
18 represent special interests or partisan politics.

19 Section 3. I will endeavor to keep the community informed about the progress and
20 needs of the schools.

21 **ARTICLE III. MY RELATIONS TO TEACHERS AND PERSONNEL**

22 Section 1. I will support the employment of those persons best qualified to serve as
23 employees and will insist on a regular and impartial evaluation of all
24 staff.

25 Section 2. I will support and protect personnel in performance of their duties.

26

- 1 1. To abide by the eCode of eEthics of the Tennessee School Boards Association.
- 2
- 3 2. To strive sincerely to build better relationships with one another and with the Superintendent of
- 4 Schools.
- 5
- 6 3. To vote on individual convictions and do what we can to prevent or destroy fractionalism on
- 7 the Board.
- 8
- 9 4. To refuse to become involved in micromanagement.
- 10
- 11 5. To emphasize planning, policy making, and public relations rather than becoming involved in
- 12 management of the schools.
- 13
- 14 6. To prepare ourselves carefully before each board meeting so that when we have the floor, we
- 15 can make comments that are concise, organized, and clear.
- 16
- 17 7. To listen carefully and with courtesy when other people have the floor and are speaking during
- 18 board meetings.
- 19
- 20 8. To set clear goals for the Superintendent of Schools.
- 21
- 22 9. To support the Superintendent of Schools and to help them be as effective as possible as long
- 23 as they are the Superintendent.
- 24
- 25 10. To establish goals for our school district and to make sure the community is aware of those
- 26 goals.

27 If any board member feels that another board member has violated any provision of this agreement,
28 that board member shall personally talk with the offending board member in an attempt to resolve the
29 issue. If the attempt fails, the board member who feels that another board member has violated this
30 agreement shall bring the matter to the attention of the entire board. Any grievances that arise should
31 be dealt with at the earliest possible practical opportunity.

Cross References

Code of Ethics 1.1061
Board Member Conflict of Interest 1.107

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Member Conflict of Interest	Descriptor Code: 1.107	Issued Date: 01/06/25
		Rescinds: 1.107	Issued: 11/07/22

1 A Board of Education member shall not be directly interested in any contract in which the Board may be
2 interested. "Directly interested" means any contract with the Board member or with any business in which the
3 board member is sole proprietor, a partner, or the person having controlling interest. "Controlling interest" shall
4 include the individual with the ownership or control of the largest number of outstanding shares owned by any
5 single individual or corporation.

6 This policy shall not prohibit any Board member from voting on the school budget or any budget amendments,
7 unless the vote is on a specific budget amendment in which such board member is directly interested.

8 A ~~b~~**B**oard member shall not be indirectly interested in any contract in which the Board may be interested unless
9 the board member publicly acknowledges such interest. "Indirectly interested" means any contract in which the
10 board member is interested but not directly so, as defined above, including contracts in which the board member
11 may have a direct interest but is the sole supplier of goods or services in the county.

12 Any Board member who is an employee of the city and whose employment predates their initial
13 election/appointment to the Board may vote on matters in which they have a conflict of interest if the member
14 informs the Board immediately prior to the vote as follows: "Because I am an employee of (name of
15 governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my
16 argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens
17 the Board represents." The vote of any ~~b~~**B**oard member having a conflict of interest who does not inform the
18 Board of such conflict shall be void if challenged during the same Board meeting at which the vote was cast and
19 prior to the transaction of any further business by the Board.

20 Any Board member who is also an employee of the city and whose employment began on or after the date on
21 which they were initially elected to serve on the Board shall not vote on matters in which they have a conflict of
22 interest.

23 If a Board member has a conflict of interest in a matter to be voted on by the Board, they may abstain for cause
24 by announcing such to the Chair. Any Board member who abstains from voting for cause on any issue coming
25 to a vote before the Board shall not be counted for the purpose of determining a majority vote.¹

26 **PENALTY FOR UNLAWFUL INTEREST**

27 If a Board member becomes directly or indirectly interested in any such contract, they shall forfeit all pay and
28 compensation and shall be dismissed from the Board and be ineligible to serve in the same or similar position
29 for ten (10) years.¹

Legal References

1. [TCA 12-4-101](#); [TCA 12-4-102](#)

Cross Reference

Boardmanship Code of Conduct 1.106

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date: 01/06/25
		Rescinds: 1.204	Issued: 11/07/22

1 The Board of Education shall participate in activities designed to assist Board members in improving
2 their skills as members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the Board
4 establishes these principles and procedures for its guidance:

- 5 1. A calendar of Board conferences, conventions and workshops shall be maintained by the Board
6 secretary and provided to each board member.¹ At least annually the Board will identify which
7 meetings should be attended and the benefits which would be derived from participation in
8 such meetings;
9
- 10 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board, as a
11 whole, shall retain the authority to approve or disapprove the participation of members in
12 planned activities;
13
- 14 3. Reimbursement to Board members for their travel expenses shall be in accord with their
15 reasonable and actual expenses **or established per diem rate**;
16
- 17 4. When a conference, convention or workshop is not attended by the full Board, those
18 participating will be requested to share information, recommendations and materials acquired at
19 the meeting; and
20
- 21 5. The public shall be kept informed about the Board's continuing in-service education and about
22 the programs anticipated for short- and long-range benefits to the schools.

23 The Board regards the following as the kinds of activities and services appropriate for implementing
24 this policy:

- 25 1. Participation in school board conferences, workshops and conventions held by the state,
26 regional and national school boards associations;¹
27
- 28 2. Local and district-sponsored training sessions for Board members; and
29
- 30 3. Subscriptions to publications addressing the concerns of Board members.

Legal References

1. [TCA 49-2-202\(a\)\(6\)](#)

Cross References

- Board Evaluation 1.103
- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700
- School Calendar 1.800
- Expenses and Reimbursements 2.804

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Board Committees</h2>	Descriptor Code: 1.300	Issued Date: 01/06/25
		Rescinds: 1.300	Issued: 01/05/24

1 The Board of Education may operate without standing committees, except for the Executive
 2 Committee. The Chair of the Board and the Superintendent of Schools constitute the Executive
 3 Committee of the Board of Education. Special committees, such as the Policy, Finance, Facilities and
 4 Superintendent Compensation Committee, shall be composed of Board members as may be appointed
 5 by the chair at the direction of the Board and as the needs of the Board shall require.¹ Such
 6 committees shall be discharged when the work is finished or earlier by a majority vote of the entire
 7 Board. All reports by special committees shall be made directly to the Board.

- 8 1. A special committee serving in an advisory capacity shall ordinarily consist of less than a
 9 quorum of board members;
- 10 2. The committee will be advisory only;
- 11 3. Parameters of the work of the committee must be approved in advance by the entire Board;
- 12 4. A committee shall serve no longer than the annual organization meeting of the Board unless
 13 reappointed to finish a designated task; and
- 14 5. Committee meetings shall be held in accordance with the Open Meetings law.²

19 Anyone desiring to address a committee must notify the chair prior to the day of the meeting and
 20 indicate the topic to be addressed. Only topics on the agenda may be addressed at the meeting. Each
 21 topic addressed will be limited to ~~five~~ **three (3)** minutes except with the consent of the committee for
 22 an extension to the time. The Chair may defer public participation to a future meeting in order to
 23 effect an efficient schedule as long as no recommendation on the topic of interest will be made before
 24 an opportunity to participate is provided.

Legal References

1. [TCA 49-2-205](#)
2. [TCA 8-44-102 et seq.](#)

Cross References

- Duties of Officers 1.201
- School Board Meetings 1.400
- Public Hearings 1.401

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Attorney	Descriptor Code: 1.302	Issued Date: 01/06/25
		Rescinds: 1.302	Issued: 07/01/00

1 The Board of Education shall employ an attorney to represent the Board in legal matters which arise
2 concerning the school system.¹

3 **Communication with the Board attorney shall be made by the Board Chair or the**
4 **Superintendent of Schools/designee.**

Legal References

1. [TCA 49-2-203\(b\)\(5\)](#)

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 01/06/25
		Rescinds: 1.400	Issued: 01/05/24

1 The Board of Education will transact all business at official meetings which may be either regular or
2 special.

3 Every meeting of the Board shall be open to the public, except for those meetings in which the law
4 allows closed sessions.¹ Open meetings will be physically accessible to all students, employees, and
5 interested citizens.³

6 The Board may restrict the recording of Board meetings via camera, camcorder or other photographic
7 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
8 of efficient and orderly public meetings.⁴

9 **REGULAR MEETINGS**

10

11 Regular meetings of the Board shall be held on the first Monday of the month at 6:00 p.m. in the
12 Columbus Powell Building (Central Office) or at another location as announced.

13

14 In instances when any regular meeting date falls on a legal holiday or in other special circumstances,
15 the meeting shall be held on the following day or rescheduled by the Superintendent of Schools and the
16 eChair. If rescheduled, adequate public notice of such meetings must be given.

17

18 **SPECIAL MEETINGS**

19

20 The Board shall hold special meetings as necessary to transact the business of the Board. Such
21 meetings shall be called by the eChair or Superintendent of Schools whenever the interests of the
22 schools require it, or when requested to do so by a majority of the Board.²

23

24 Only business related to the call of the meeting, and details related to agenda items shall be discussed
25 or transacted by the Board at a special meeting. A written copy of the notice shall be placed on file in
26 the Superintendent of Schools' office.

27

28 **ELECTRONIC ATTENDANCE⁵**

29 The following requirements apply to all electronic attendance, regardless of the reason for the
30 member's absence:

- 1 1. A quorum of the Board must be physically present at the meeting in order for any member to
2 attend electronically:
- 3 2. Any Board member wishing to participate electronically must do so using technology which
4 allows the Chair to visually identify the member:
- 5 3. The responsibility for the connection lies with the member wishing to participate electronically.
6 No more than three (3) attempts to connect shall be made, unless the Board chooses to make
7 additional attempts.
8
- 9 Absent Board members may attend a regular or special meeting by electronic means for certain
10 qualifying reasons.

11 ***Work Related Absence***

12 A Board member may attend a meeting by electronic means if out of the county due to work; however,
13 they may only participate electronically two (2) times per year for this reason. The Board member shall
14 give the Chair and Superintendent of Schools at least five (5) days' notice prior to the meeting of the
15 Board member's intention to participate electronically.

16 ***Sickness or Period of Convalescence***

17 A Board member may attend a meeting by electronic means if sick or in a period of convalescence on
18 the advice of a healthcare professional; however, they may only participate electronically three (3)
19 times per year for this reason.

20 ***Inclement Weather or Natural Disaster***

21 A Board member may attend a meeting by electronic means due to inclement weather or natural
22 disaster if the schools in the school district are closed; however, they may only participate
23 electronically three (3) times per year for this reason.

24 ***Family Emergency***

25
26 A Board member may attend a meeting by electronic means if there is a family emergency that
27 prevents them from attending in person. The absence shall be due to the hospitalization of the Board
28 member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother,
29 sister, son-in-law, daughter-in-law, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law,
30 or sister-in-law. The Board member may only participate electronically two (2) times per year for this
31 reason.

1 ***Military Service***

- 2 A Board member may attend a meeting by electronic means if out of the county due to military
3 service. The Board member may participate electronically as often as they are able to do so.

Legal References

1. [TCA 8-44-102; TCA 49-6-804\(c\)](#)
2. [28 CFR § 36.201\(a\); 28 CFR § 36.202](#)
3. [Tenn. Att’y Gen. Op. No. 95-126 \(December 28, 1995\)](#)
4. [TCA 49-2-202\(c\)\(1\)](#)
5. [TCA 49-2-203\(c\)](#)

Cross References

- School Board Legal Status and Authority 1.100
Public Hearings 1.401

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Public Hearings	Descriptor Code: 1.401	Issued Date: 01/06/25
		Rescinds: 1.401	Issued: 12/07/20

1 The Board of Education will hold a public hearing in the following circumstances:

- 2 1. When requested, in writing, by any licensed employee who is dismissed during a contract
3 period. Any licensed employee who is dismissed must be advised of his right to a hearing
4 before the Board.¹
5
- 6 2. When requested by the parent/guardian who is dissatisfied with the school assignment of a
7 student.²

8 The Board may, but is not obligated to, hold a public hearing in the following circumstances:

- 9 When requested by a student, principal, or teacher in regard to a student who, as a result of a
10 suspension of more than ten (10) days has had a hearing by the Discipline Hearing Authority.³
11 The notice of this type of hearing shall include a statement that, unless the student (or the
12 student's parent or guardian) requests an open hearing, the hearing will be closed to the
13 public.⁴

14 The Board may also hold a public hearing when it deems it to be in the public interest.

15 Except as noted above, a request for a hearing before the Board must be in writing, stating the purpose
16 of the hearing, the action desired, and, in the case of contesting a school assignment, the specific
17 reasons why the child shall be assigned to a different school. All hearing requests must be received by
18 the Board or the Superintendent of Schools within the time limit prescribed by law for that type of
19 hearing.

Legal References

1. [TCA 49-2-301\(b\)\(1\)\(EE\)\(i\); TCA 49-5-512](#)
2. [TCA 49-6-3201](#)
3. [TCA 49-6-3401](#)
4. [TCA 49-6-3401\(c\)\(6\)](#)

Cross References

Appeals To and Appearances Before the Board 1.404
Suspension/Dismissal of Nontenured Teachers 5.200
Student Assignment 6.205
Student Disciplinary Hearing Authority 6.317

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board-Community Relations	Descriptor Code: 1.500	Issued Date: 01/05/24
		Rescinds: 1.500	Issued: 12/09/19

1 In order to promote school-community interaction relating to the policy and operation of the schools,
2 the Board of Education will:

- 3 1. Strive to keep citizens of the school system regularly informed **and involved** ~~about through~~
4 ~~channels of communication, its own efforts, and the office of the Superintendent of Schools;~~
5
6 2. Direct all school employees, including teachers, administrators and support service personnel to
7 participate in positive school-community interaction by:
8 a. Transmitting pertinent and correct information to citizens upon request or upon
9 initiative of school employees;
10 b. Seeking ways to improve school-community relations; and
11
12 3. Recognize the right of news media to inquire, research and report to the public information
13 about local schools.

14 The principal of each school shall ~~be responsible for the development of a public relations program and~~
15 ~~shall~~ promote programs which involve parents and the community with the school.

16 The Superintendent of Schools shall be responsible for leadership in school-community relations.
17 Through the use of their staff, they will promote a program to best coordinate the involvement of the
18 schools and community.

Cross References

Visitors to the Schools 1.501
Board-Media Relations 1.502
Advertising & Distribution of Materials in Schools 1.806
Crisis Management 3.203
Community Use of School Facilities 3.206
Political Activities 5.606

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Visitors to the Schools	Descriptor Code: 1.501	Issued Date: 07/29/24
		Rescinds: 1.501	Issued: 11/07/22

1 *General*

2 Except on occasions such as school programs, athletic events, open house, and similar public events as
3 determined by the principal/designee, all visitors will report to the school office when entering the school
4 and will sign-in **using the visitor management system**. Authorization to visit elsewhere in the building
5 or on the school campus will be determined by the principal/designee. Guest passes shall be issued for
6 all persons other than students and employees of the school.¹

7 In order to maintain the conditions and atmosphere suitable for learning, no other person shall enter
8 onto the grounds or into the school buildings during the hours of student instruction except students
9 assigned to that school, the staff of the school, parents/legal guardians of students, approved volunteers
10 and other persons with lawful and valid business on the school premises.²

11 Professional visitors and observers will be welcome as long as the following conditions are met:

- 12 1. Visits and observations are ~~arranged~~ **approved** in advance;
- 13 2. Purpose of the visit is established prior to visitation; and
- 14 3. Number in the group visiting is small enough to be accommodated without disruption to the
15 educational program.

16 Principals may limit entrance to a school in the event of an emergency or at any time they believe it to
17 be in the best interest of the school.

18 Visitors with international or national groups sanctioned by the state or national government may visit
19 schools if appropriate sponsorship and programming are in place and if the Superintendent has
20 approved the visit in advance.

21 ~~Visitors are required to sign in with a visitor management system.~~

22 Any person improperly on the premises of the school shall depart on the request of the school principal
23 or other authorized person.

24 The principal ~~or their~~ /designee has the authority to exclude from the school premises any persons
25 disrupting the educational programs in the classroom or in the school, disturbing the teachers or
26 students on the premises, or on the premises for the purpose of committing an illegal act.

27 The principal shall engage law enforcement officials when they believe the situation warrants such
28 measures.

1 Students may not bring visitors to school to visit during the school day without the prior permission of
2 the principal.

3 VISITOR CONDUCT

4 Persons who come onto school property shall be under the jurisdiction of the site administrator/designee.
5 Individuals who come onto school property or who contact employees on school or district business are
6 expected to behave accordingly. The Superintendent of Schools shall develop a visitor code of conduct
7 to be presented to the board attorney, and then, approved by the Board.³ This code shall prohibit the
8 following:

- 9 1. Cursing and use of obscenities;
- 10 2. Disrupting or threatening to disrupt school or office operations;
- 11 3. Acting in an unsafe manner that could threaten the health or safety of others;
- 12 4. Verbal or written statements or gestures indicating intent to harm an individual or property; and
- 13 5. Physical attacks intended to harm an individual or substantially damage property.

14 The visitor code of conduct shall be posted on the district's website as well as the school's website,
15 and copies of the code shall be provided to all teachers, counselors, administrative staff, and other
16 school employees. In addition, each school visitor entrance shall have the visitor code of conduct
17 posted prominently along with the phone number of someone in the school's administration who can
18 answer questions about the code.

19 Annually, parent(s)/guardian(s) shall be provided with a ~~printed~~ copy of the code of conduct, along
20 with the phone number of someone in the school's administration who can answer questions about the
21 code. Parent(s)/guardian(s) shall sign a statement acknowledging that they have read and understood
22 the code of conduct.

23 CONSEQUENCES FOR CODE OF CONDUCT VIOLATION

24 The principal/designee has the authority to exclude from the school premises any persons disrupting
25 the educational programs in the classroom or in the school, disturbing the teachers or students on the
26 premises, or on the premises for the purpose of committing an illegal act.²

27 The principal shall contact law enforcement officials when he/she believes the situation warrants such
28 measures.

Legal References

Cross References

1. [TCA 49-2-303\(b\)\(4\)](#)
2. [TCA 49-6-2008; TCA 39-14-406](#)
3. [Public Acts of 2024, Chapter No. 810](#)

Board-Community Relations 1.500
Access to School Property 1.806
Vendor Relations 2.809
Safety 3.201
Security 3.205
School Volunteers 4.501
Care of School Property 6.311

1.

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Meeting News Coverage	Descriptor Code: 1.502	Issued Date: 01/05/24
		Rescinds: 1.502	Issued: 11/07/22

1 A copy of the agenda and agenda materials will be ~~sent~~ **made available** in advance to members of the
2 news media as requested. Additionally, all reports approved by the Board of Education shall be made
3 available to the media. However, reports-in-progress on which the Board has taken no final action
4 shall be released only upon the Board's authority as "tentative reports."

5 A press table shall be provided to enable reporters to follow discussion without difficulty.

6 The press will be provided with working copies of the agenda and agenda materials upon request.

7 In order that the Board may transact its business with dispatch, questions from the press will not be
8 entertained while meetings are in progress.

9 The Chair of the Board and/or the Superintendent of Schools will be available after each meeting to
10 answer questions and to clarify points of discussion and action.

11 When individual Board members receive requests from news media representatives for information
12 about Board meetings in regard to their own statements or actions, the members may choose to
13 respond or refer the media to the Board Chair, who is the spokesperson for the Board, except as they
14 specifically delegate this responsibility to others.

Cross References

Board-Community Relations 1.500
News Releases, Conferences and Interviews 1.503

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Policy Development and Adoption	Descriptor Code: 1.600	Issued Date: 01/06/25
		Rescinds: 1.600	Issued: 11/07/22

1 A proposed policy or policy change shall be submitted to the Board of Education as part of the agenda.
2 Those persons who are currently enrolled or have children currently enrolled in Johnson City Schools,
3 are currently employed by the School System, are residents of the City of Johnson City or are bona
4 fide property taxpayers to the City of Johnson City shall be given an opportunity to be heard on the
5 proposal. The Board's approval of the proposal or return for study and/or further revision shall
6 constitute the first reading.

7 The proposed policy or policy amendment shall be considered at the next board meeting with the final
8 vote following the second reading. Adoption shall require an affirmative vote by a majority of the
9 members of the Board.

10 Policies and amendments adopted by the Board shall be made a part of the minutes and shall be placed
11 in the policy manual. Policies and amendments shall be effective immediately upon adoption unless a
12 specific effective date is provided and shall supersede any previous Board action on the subject.

13 **POLICY MAINTENANCE**

14 The Superintendent of Schools ~~or their~~ /designee shall be responsible for drafting policy proposals,
15 maintaining the Board Policy Manual and serving as liaison between the Board and the Tennessee
16 School Boards Association. At least annually, the Board shall review its policy manual for the purpose
17 of passing, revising or deleting policies mandated by changing conditions.¹

18 Policies shall be accessible to all employees of the school system, members of the Board, and citizens
19 of the community.

20 **EMERGENCY PROCEDURE²**

21 On matters of unusual urgency, by an affirmative vote of a majority of the members of the Board, the
22 Board may waive the second reading limitation and take immediate action to adopt new or revised
23 policies.

24 **SUSPENSION OF POLICIES²**

25 Any board policy or part thereof may be suspended by an affirmative vote of a majority of the
26 members of the Board.

27 **ADMINISTRATION IN POLICY ABSENCE**

- 1 In cases where the Board has provided no guidelines for administrative action, the Superintendent of
- 2 Schools shall have the power to act, but report to the Board at its next meeting.

Legal References

1. [TCA 49-2-207\(a\)](#)
2. [TCA 49-2-202\(g\)](#)

Cross References

Role of the Board of Education 1.101
Agendas 1.403
Administrative Procedures 1.601

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Planning and Evaluation of Board Goals and Objectives	Descriptor Code: 1.701	Issued Date: 11/07/22
		Rescinds: 1.701	Issued: 12/07/20

1 The Board of Education intends to ensure that the school district and its students will be able to meet the
2 demands of the future by instituting an ongoing, comprehensive planning process **which shall include**
3 **the Superintendent of Schools, administrative staff, and members of the community,** resulting in a
4 five (5) year plan that has as its goals:

- 5 1. Identifying, analyzing, and planning to successfully address the major internal and external
6 factors that will affect what and how students learn and how the public schools function as a
7 vital element of society.
8
- 9 2. Establishing a limited number of program improvement goals to be achieved through sustained
10 effort by all ~~district~~ **school system** staff over three-to-five-year periods;¹
11
- 12 3. Developing written, multi-year plans for all major priorities and initiatives, including major
13 activities, expected outcomes, timelines, responsible persons, and required resources; and
14
- 15 4. Basing major budget decisions on strategic plans.

16 The Board will participate in planning through an annual conference or retreat with the Superintendent
17 of Schools and administrative staff to review progress on the implementation of priorities, initiatives,
18 and strategic plans, to determine which goals have been achieved, whether any new efforts are needed,
19 and to review major issues that may affect the future. It also will consider and act upon annual
20 objectives and strategies proposed by the Superintendent of Schools to achieve goals.

21 The Superintendent of Schools will develop necessary procedures, forms or other measures to
22 implement the goals of this policy using simple, logical, and collegial processes.

23 A planning coordinator may be designated by the Superintendent of Schools to help the Superintendent
24 coordinate system-wide planning efforts, establish and coordinate an issues management process, aid
25 district staff in developing specific plans, and monitor implementation schedules.

26 The Board shall annually assess the productivity of each goal and establish standards for each area.

27 The basic features of the assessment shall be as follows:

- 28 1. The form for self-assessment of each area of responsibility shall be designed to indicate
29 strengths and weaknesses;
30
- 31 2. All resources, including personnel, shall be used in the process;
32

- 1 3. Each evaluation shall be reported to the Board for its approval; and
- 2 4. Board-approved reports shall become goals and objectives for each department for the
- 3 forthcoming year.

Legal References

1. State Board of Education Policy 2.101; TCA 49-1-613

Cross References

- Role of the Board of Education 1.101
Qualifications and Duties of the Director of Schools 5.802

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Alcohol & Drugs in the Workplace	Descriptor Code: 1.804	Issued Date: 01/03/22
		Rescinds: 1.804	Issued: 12/07/20

1 The following conduct is strictly prohibited and will subject a Johnson City School System employee
2 to immediate discipline, up to and including termination and referral for prosecution:¹

- 3 1. The buying, selling, transportation, possession, manufacture, provision or use of intoxicants,
4 including alcohol, or any controlled substances as defined by law while on school system
5 property during school hours (including meal periods), while assigned to extra duty or special
6 projects, including those held after or in addition to regular school hours, and/or while driving
7 between work sites during the work day or while assigned to extra duty or special projects in
8 either a school system vehicle or a vehicle supplied by the employee.
9
- 10 2. Reporting to work under the influence of alcohol, intoxicants or any controlled substance. An
11 individual is considered to be “under the influence of alcohol, intoxicants and/or a controlled
12 substance” when, in the system’s determination based upon testing conducted by and
13 interpreted by trained medical personnel, the controlled substance, alcohol or intoxicant is at a
14 level that it may impair the individual’s ability to safely and/or efficiently perform assigned
15 work OR prevent the employee from presenting a positive role model to students.

16 If the ~~S~~system has reasonable grounds to believe that an employee is under the influence of
17 intoxicants, including alcohol or any controlled substance, it may require the employee to submit to
18 immediate testing by trained medical personnel. Refusal to submit immediately to such test may result
19 in disciplinary action, up to and including dismissal. “Reasonable grounds” may include, but are not
20 limited to, such things as slurred speech, confused or incoherent communications, dilated pupils,
21 peculiar odors and unsteady balance.

22 The ~~S~~school ~~S~~system reserves the right, with prior notice and reasonable suspicion, to conduct
23 searches of employees and/or their personal property while on school system property. The school
24 system also reserves the right, with prior notice and reasonable suspicion, to conduct searches of
25 system property, vehicles or equipment at any time. A refusal to submit to any such search may result
26 in disciplinary action, up to and including dismissal.

27 As a condition of employment, each employee shall notify their supervisor of a conviction under any
28 criminal drug statute violation or alcohol related event. Such notification shall be provided no later
29 than five (5) days after such conviction.

30 Each employee shall be notified of the ~~S~~system’s policy and procedures regarding employee drug
31 activity at work. Any staff member who violates any part of this policy may be subject to disciplinary
32 action, which may include suspension without pay and immediate discharge. As a condition of
33 eligibility for reinstatement, an employee may be required to satisfactorily complete a drug
34 rehabilitation or treatment program approved by the board, at the employee’s expense.

- 1 Nothing in this policy shall be construed to guarantee reinstatement of any employee who violates this
- 2 policy, nor does the Johnson City School System incur any financial obligation for treatment or
- 3 rehabilitation ordered as a condition of eligibility for reinstatement.

- 4 Other actions such as notification of law enforcement agencies may be taken in regard to a staff
- 5 member violating this policy at the system's discretion, as it deems appropriate.

- 6 Appropriate procedures, consent forms and necessary notifications will be developed as are needed for
- 7 an orderly implementation of this policy.

- 8 No employee, while on or in the workplace, shall unlawfully manufacture, distribute, dispense,
- 9 possess, use or be under the influence of any illegal or unauthorized drug¹ or alcohol.²

Legal References

1. Drug Free Workplace Act of 1988, 41 USCA § 8103; 34 CFR §§ 84.205 – 84.215
2. TCA 39-17-715

Cross References

- Supervision 5.108
Drug & Alcohol Testing for Employees 5.403
Drug-Free Schools 6.307

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Use of Electronic Correspondence</h2>	Descriptor Code: 1.805	Issued Date: 01/06/25
		Rescinds: 1.805	Issued: 11/07/22

1 Electronic communication capability among board members and school system staff exists for the
 2 purpose of enabling all to better perform tasks associated with their positions and assignments.
 3 Therefore, all staff and board members who have access to the district network shall adhere to the
 4 following guidelines when sending or receiving messages via any systemwide electronic means.

- 5 1. ~~Because all computer hardware and software belong to the Board of Education, a~~All data
 6 including e-mail communications stored or transmitted on school system computers shall be
 7 monitored. Employees/Board members have no right to privacy with regard to such data.
 8 Confidentiality of electronic correspondence cannot be assured. Electronic correspondence may
 9 be a public record under the public records law and may be subject to public inspection.¹
 10
- 11 2. Electronic correspondence shall pertain to legitimate Board/ school system business.
 12
- 13 3. Employees/Board members will be asked to sign an application for terms and conditions for
 14 Use of the Internet. Board members shall not reveal their passwords to others in the network or
 15 to anyone outside of it. If anyone has reason to believe that a password has been lost or stolen
 16 or that the electronic correspondence has been accessed by someone without authorization, they
 17 shall contact the technology coordinator immediately.
 18
- 19 4. It is the responsibility of the sender not to violate copyright laws.
 20
- 21 5. Messages shall not be sent that contain material that may be defined by a reasonable person as
 22 obscene or that are racist, sexist, or promote illegal or unethical activity.
 23
- 24 6. All employees/ Board members will adhere to the System’s Responsible Use Agreement.

25 Any usage contrary to the above shall be reported immediately to the Superintendent of Schools and
 26 may result in the suspension and/or revocation of system access, or if deemed necessary, appropriate
 27 disciplinary action may be taken.

28 E-mail shall not be used to circumvent requirements of the Open Meetings Act.²

Legal References

1. [TCA 10-7-512](#)
2. [TCA 8-44-102](#)

Cross References

Use of the Internet 4.406

Johnson City Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 01/06/25
		Rescinds: 1.901	Issued: 11/07/22

1 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
2 charter schools converting from existing public schools. Proposals from existing charter school
3 operators or replicators and applicants proposing to contract with educational service providers shall
4 include the information required by state law.¹

5 APPLICATION PROCESS²

6 A prospective charter school sponsor shall send the Superintendent of Schools notice of its intent sixty
7 (60) days prior to February 1st of the year preceding the year in which the proposed charter school
8 plans to begin operation as a charter school. **The Superintendent of Schools/designee shall**
9 **determine whether the sponsor has selected the correct application category within ten (10)**
10 **business days of receiving the letter of intent and notify the sponsor within five (5) business days**
11 **of a determination that the incorrect application category has been selected.**²

12 A sponsor seeking approval from the Board of Education of an initial charter school application shall
13 complete the forms provided by the Department of Education **in coordination with the Tennessee**
14 **Public Charter School Commission (“the Commission”)**. The application shall provide all the
15 information required by law. The sponsor shall demonstrate that the proposed charter school meets the
16 purpose prescribed by law for the formation of a charter school, and the proposed charter school will
17 be able to implement a viable program of quality education for its students.³

18 Electronic copies of ~~A~~ applications shall be submitted to the Board and ~~Department of Education~~ **the**
19 **Commission** on or before 4:30 ~~11:59~~ p.m. **Central Time** on February 1st of the year preceding the
20 year in which the proposed charter school plans to begin operation as a charter school. If the 1st of
21 February falls on a Saturday, Sunday, or holiday on which the school district offices are closed,
22 applications will be accepted on the next business day on or before 4:30 ~~11:59~~ p.m. Late applications
23 will not be accepted, without exception. The sponsor shall pay an application fee of \$2,500.00. **The**
24 **Superintendent of Schools/designee shall report each application received to the Commission no**
25 **later than ten (10) days after receipt.**²

26 REVIEW TEAM¹

27 If necessary, the ~~Board~~ **Superintendent of Schools/ designee** shall appoint a review team to assist in
28 reviewing and evaluating charter school applications. The team shall be composed of members of the
29 administrative staff for the ~~district system,~~ **and** community members, ~~and a member of the Board~~ with
30 relevant educational, organizational, financial, and legal experience. At the board meeting in December
31 of each year, the Superintendent of Schools shall make a recommendation to the Board on which
32 members of their administrative staff should be appointed to the team. The Board shall name the
33 members of the team at its meeting in January of each year. The Board shall designate a Chair of the

1 review team as the contact person for answering questions about the application process and receiving
2 applications. The Superintendent of Schools shall develop an orientation for the team to ensure
3 consistent evaluation standards and the elimination of real or perceived conflicts of interest.

4 The Board shall require the Superintendent of Schools/designee to develop a procedure for receiving,
5 reviewing, and ruling on applications for the establishment of charter schools by the review team. The
6 procedure shall include a timeline for the application and review process. A copy of the procedure,
7 including the review criteria, shall be available to any interested party upon request.

8 The review team shall:

- 9 1. Evaluate all charter school applications based on the review criteria adopted by the Board;
- 10 2. Recommend one of the following options to the Board for each application: approve, reject, or
11 reject with stipulations for reconsideration;~~;~~ ~~and~~
- 12 3. ~~Make recommendations for revocation, renewal, or non-renewal of charter school contracts.~~

15 **APPROVAL/DENIAL OF APPLICATION⁴**

16 The Board shall rule by resolution on the approval or denial of a charter school application within
17 ninety (90) **calendar** days of receipt of the completed application, or the application shall be deemed
18 approved by law. The Superintendent of Schools/designee shall report the action taken by the Board
19 to the Department of Education **and the Commission**.

20 *Approval*

21 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
22 the Board which shall be binding on the charter school's governing body. The charter school agreement
23 shall be in writing and signed by the sponsor and the Board.

24 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
25 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵⁶

26 Charter schools approved by the Board are expected to implement the application as submitted and
27 approved. Material variations in operations from the approved application require amendment pursuant
28 to statute and the charter school agreement.⁶⁷

29 The Board shall not provide services to charter schools that are not requested during the application
30 process except for those services that are required under state or federal laws. Services agreed to be
31 provided to the charter school by the Board shall be provided at **the Board's** actual cost. The Board
32 and charter school shall execute a service contract for any additional services.

33 New charter school agreements are approved for a ten (10) year period.⁷⁸ The Board may revoke or
34 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁸²

35 *Denial*

- 1 **If the initial charter school application is denied, the Board shall notify the sponsor in writing**
 2 **within ten (10) calendar days, specifying the objective reasons for the denial and the deadline by**
 3 **which the sponsor may submit an amended application.** Upon written receipt of the grounds for
 4 denial, the sponsor shall have thirty (30) **calendar** days within which to submit an amended
 5 application to correct the deficiencies. The Board shall have sixty (60) **calendar** days either to deny or
 6 to approve the amended application, or the application shall be deemed approved by law.⁴⁵
- 7 **If the amended charter school application is denied, the Board shall notify the sponsor in writing**
 8 **within five (5) calendar days, specifying the objective reasons for denial and the sponsor's right**
 9 **to an appeal.** Within ten (10) days of final denial, an appeal may be filed with the State Board of
 10 Education.⁹¹⁰

 Legal References

1. [TCA 49-13-106; State Board of Education Policy 6.111](#)
[TCA 49-13-107; TCA 1-3-102; TCA 49-13-108;](#)
[TRR/MS 0520-14-01-.01\(1\)\(b\),\(c\)](#)
[TCA 49-13-110](#)
[TCA 49-13-108; TRR/MSS 0520-14-01](#)
[TCA 49-13-128](#)
[TCA 49-13-110\(d\)-\(e\); TRR/MSS 0520-14-01](#)
[TCA 49-13-110\(e\)](#)
[TCA 49-13-122](#)
[TCA 49-13-108\(b\)\(5\)](#)
2. [TCA 49-13-107; Public Acts of 2025, Chapter No. 275; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01-.01\(1\)\(b\),\(c\)](#)
3. [TRR/MS 0520-14-01-.01\(1\)\(i\)](#)
4. [TRR/MS 0520-14-01](#)
5. [TCA 49-13-108; Public Acts of 2025, Chapter No. 275; TRR/MSS 0520-14-01](#)
6. [TCA 49-13-128](#)
7. [TCA 49-13-110\(d\)-\(e\); TRR/MSS 0520-14-01](#)
8. [TCA 49-13-110\(e\)](#)
9. [TCA 49-13-122](#)
10. [TCA 49-13-108\(b\)\(5\)](#)

 Cross References

- Charter Schools 1.704
- Charter School Application 1.901
- Charter School Oversight 1.903
- Charter School Renewal 1.905
- Charter School Revocation 1.906

Johnson City Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Oversight	Descriptor Code: 1.903	Issued Date: 01/06/25
		Rescinds: 1.903	Issued: 12/09/19

1 The Board of Education shall oversee and annually evaluate charter schools to ensure they meet the
2 performance standards and targets set forth in the charter school agreement.¹ The Board shall create a
3 comprehensive performance, accountability, and compliance monitoring system based on the charter
4 school agreement and communicate the results to each charter school. At a minimum, the monitoring
5 system shall address academic, financial, and organizational performance standards as outlined in the
6 charter school agreement and required by the State Board of Education.¹ The Board shall utilize the
7 results when making renewal, revocation, and intervention decisions.

8 The Board shall communicate with the charter schools in its portfolio as needed, including both the
9 charter school leader and governing board, and provide timely notice of any material charter school
10 agreement violations and performance deficiencies.

11 The Board shall articulate and enforce stated consequences for failing to meet performance
12 expectations or compliance requirements.

13 MONITORING SYSTEM

14 **The Director of Schools/designee shall implement a performance and compliance monitoring**
15 **system per the terms of the charter agreement. This information will be provided to the Board**
16 **on an ongoing basis through reports that will form the basis of renewal, revocation, and**
17 **intervention decisions. To aid in this, the Director of Schools/designee shall develop a reporting**
18 **calendar that outlines when information required by state law shall be provided by the charter**
19 **school.**

20 **SITE VISITS**

21 A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and
22 other qualitative information that cannot be obtained otherwise. The Superintendent of Schools shall
23 develop a site visit procedure that outlines the expectations of charter schools prior to, during, and after
24 the site visit, including review of the documents and data, classroom observations, and interviews.
25 These visits shall minimize operational interference.

26 The Board shall provide the charter school with a report that summarizes the charter school's
27 performance. The report shall provide an analysis of relevant data and include general
28 recommendations, if applicable.²

29 **CHARTER SCHOOL REPORTING**

1 Charter schools shall provide the information required by the charter school agreement and state law to
 2 the Board. The Superintendent of Schools shall develop a reporting calendar that defines and
 3 communicates the process, methods, and timing of gathering and reporting data to the Board.²

4 By September 1st, the governing body of an approved charter school shall make a written report to the
 5 Board.³ The annual report shall include:

- 6 1. A report on the progress of the charter school in achieving the goals outlined in the charter
 7 school agreement;
- 8 2. A financial statement disclosing the financial health of the charter school, including the costs of
 9 the administration, instruction, and other spending categories of the charter school; and
- 10 3. A detailed accounting, including the amounts and sources, of all funds received by the charter
 11 school, other than the funds received per state law.⁴

14 This reporting requirement shall begin in the year after the year in which the charter school begins
 15 operation.

16 Multiple charter schools overseen by a single governing board shall report their performance as
 17 separate, individual charter schools. Each charter school shall be independently accountable for its
 18 performance.

19 Each charter school governing body shall submit an annual audit of all accounts and records, to include
 20 internal school activity and cafeteria funds, to the Board as soon as practical after June 30th.⁵

21 **AUTHORIZER REPORTING AND REVIEW**

22 By December 1st, the Board shall report to the Department of Education detailing the authorizer fees
 23 collected in the previous school year and the authorizing obligations fulfilled using the fee.⁶ By
 24 January 1st, the Board shall submit an annual authorizer report to the Department of Education and the
 25 State Board of Education.⁷ The Superintendent of Schools shall prepare the reports and provide the
 26 information to the Board prior to submission.

Legal References

1. [TCA 49-13-111\(d\); State Board of Education Policy 6.111](#)
2. [TCA 49-13-120](#)
3. [TCA 49-13-120\(a\)-\(b\)](#)
4. [TCA 49-13-112\(a\), \(f\)](#)
5. [TCA 49-13-127](#)
6. [TCA 49-13-128\(f\)](#)
7. [TCA 49-13-120\(c\)](#)

Cross References

Charter Schools 1.704
 Charter School Application 1.901
 Charter School Oversight 1.903
 Charter School Renewal 1.905
 Charter School Revocation 1.906

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Issued Date: 01/06/25
		Rescinds: 1.905	Issued: 12/09/19

1 **INTERIM REVIEW**

2 **The Superintendent of Schools/designee shall conduct an interim review of a charter school in**
3 **the fifth year of a charter term in accordance with guidelines developed by the State Board of**
4 **Education. As part of this process, the charter school shall submit a report on the progress of the**
5 **school in achieving the goals and objectives set forth in the charter agreement.**¹

6 **CUMULATIVE PERFORMANCE REPORT**

7 Three (3) months prior to the date on which a charter school is required to submit a renewal
8 application, the Superintendent of Schools/designee shall submit a performance report to the charter
9 school:¹ **that summarizes the school's performance record over the charter term and states the**
10 **summative findings concerning the school's performance and prospects for renewal.**²

11 **APPLICATION AND EVALUATION**

12 No later than April 1st of the year prior to the year in which the charter school agreement expires, the
13 governing body of a charter school shall submit a renewal application to the Board of Education.¹³ **The**
14 **Director of Schools/designee shall report each renewal application received to the Tennessee**
15 **Public Charter School Commission ("the Commission") within ten (10) days of receipt.**³

16 The Superintendent of Schools/designee shall conduct a renewal evaluation site visit to each charter
17 school that submits a charter school renewal application.¹

18 The Board will make renewal decisions by February 1st in the year the charter school agreement
19 expires.

20 **RENEWAL CRITERIA⁴**

21 **The Board shall define and communicate with schools the criteria for renewal that is consistent**
22 **with the charter agreement.** The Board shall make its renewal decision based on the renewal
23 application, annual progress reports, and renewal performance report.

24 **Within ten (10) days of the Board voting by resolution on a renewal application, the**
25 **Superintendent of Schools/designee shall promptly notify a school of its renewal**
26 **recommendation and decision, including the reasons for the decision and any rights to an appeal.**
27 **The Superintendent of Schools/designee shall promptly communicate renewal decisions to the**
28 **school community and public as well as the Department of Education and the Commission.**

Legal References

- ~~TCA 49-13-120; State Board of Education Policy 6.111; TCA 49-13-121; Public Acts of 2019, Chapter No. 219~~
1. [TCA 49-13-121\(k\); Public Acts of 2025, Chapter No. 275](#)
 2. [State Board of Education Policy 6.111](#)
 3. [TCA 49-13-121\(a\); Public Acts of 2025, Chapter No. 275](#)
 4. [TCA 49-13-121; State Board of Education Policy 6.111; Public Acts of 2025, Chapter No. 275](#)

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Buildings and Grounds Management	Descriptor Code: 3.200	Issued Date: 01/05/24
		Rescinds: 3.200	Issued: 01/03/22

1 The care, custody, and safekeeping of all school property shall be the responsibility of the
 2 Superintendent of Schools. The following responsibilities may be assigned as needed:¹

- 3 1. The review of school building needs and the supervision of new construction when a building
 4 program has been approved by the Board **of Education**;
- 5
- 6 2. Maintenance of school property and the operation of school plants;
- 7
- 8 3. The employment and training of maintenance personnel;
- 9
- 10 4. Compliance with all federal, state and local building codes; and
- 11
- 12 5. Compliance with requirements set forth by appropriate agencies regarding construction,
 13 installation, renovation and operation of all equipment, playground devices and/or other
 14 materials that could impact the safety of students and employees.

15 Facilities in the Johnson City School System are property of the City of Johnson City. All city
 16 property is insured for liability purposes through the Tennessee Municipal League (TML) and is
 17 subject to the guidelines set forth in policy arrangements with TML. Any agency performing work at a
 18 school facility must provide proof of insurability at a minimum of \$1,000,000 and name the City of
 19 Johnson City as a named insured.

20 Within each individual school, the principal shall be responsible for the care and upkeep of the
 21 building and for the supervision of the school custodial services. Each principal shall direct the efforts
 22 of the custodian(s) toward proper care of the building. The buildings and grounds management
 23 provided by the school system through the ~~m~~**M**aintenance ~~s~~**S**upervisor shall be considered a
 24 supplementary and coordinating service. Request for this service shall be made by the principal
 25 following the procedure established by the Superintendent of Schools.

26 Any alterations to school property shall be initiated only after approval of the building principal,
 27 Maintenance Supervisor, and the Superintendent of Schools. This includes, but is not limited to;
 28 landscaping, plantings, walkways, fences, playgrounds, signs, casework, painting, wall hangings,
 29 electrical or technical alterations.

30 Any such alterations shall be reviewed by the Maintenance Supervisor to determine the ancillary cost
 31 of such alterations and the labor required for installations. All alterations, with the exception of minor
 32 landscaping changes and plantings, shall be made or installed by the ~~M~~**M**aintenance ~~D~~**D**epartment or an
 33 approved outside contractor. Any person making unauthorized alterations will be charged for the cost
 34 of returning the property to its original condition.

- 1 Any alterations become the property of the school system and as such the school system shall assume
2 all liability and maintenance of such.
- 3 All school properties shall be maintained in a safe and clean condition and with as much comfort and
4 convenience as the facilities will permit or as use requires.
- 5 The City Commission shall be responsible for the cost of maintenance and repair of any property
6 leased by any agent of the City Commission for commission use.
- 7 Testing of lead levels in drinking water sources at school facilities shall be conducted as required by
8 Tennessee Code Annotated. If unacceptable levels of lead are found in any drinking water source, that
9 source will be immediately removed from service and required notices to state and local officials will
10 be made. Parent(s) ~~and~~ /guardian(s) of students enrolled at the effected school facility will be notified
11 with five (5) bsuiness days of the test results.²
12

Legal References

1. TCA 49-2-301(b)(1)(G)
2. TCA 49-2-133

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Safe and Secure Facilities	Descriptor Code: 3.201	Issued Date: 01/09/23
		Rescinds: 3.201	Issued: 01/03/22

- 1 Within Board **of Education** policy, the Superintendent shall develop procedures for keeping school
2 facilities safe.
- 3 All staff members shall report current and potential hazards to their immediate supervisors.
- 4 Inspections of buildings and grounds shall be made on a regular basis to ensure that they are
5 maintained in a manner conducive to the safety of occupants.
- 6 Each principal is responsible for seeing that the practice of safety is a part of the instructional program
7 of the school and that it is appropriately geared to students at different grade levels.
- 8 A safety program shall include:¹
- 9 1. Fire prevention
 - 10 2. Accident prevention
 - 11 3. Warning systems
 - 12 4. Emergency drills
 - 13 5. Armed Shooter Drills
 - 14 6. Emergency closings
 - 15 7. Traffic safety
 - 16 8. Traffic and parking controls
 - 17 9. Safety inspections
 - 18 10. First aid
 - 19 11. A disaster preparedness plan for any other major emergency.
- 20 Only students assigned to the school, the staff of the school, and other persons who have registered
21 with the school office and have lawful and valid business on the school premises shall enter onto the
22 grounds or into the buildings of the schools during the hours of student instruction. All staff members
23 shall immediately report persons who appear to be improperly on school premises or school buses to
24 the principal.²
- 25 The principal shall secure the assistance of law enforcement officials whenever they deem it necessary.

Legal References

1. TCA 49-6-805(7)
2. TCA 49-6-2008(a), (b)

Cross References

Visitors to the School 1.501
Emergency Preparedness Plan 3.202
Care of School Property 6.311

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 09/04/25
		Rescinds: 3.202	Issued: 08/06/24

1 The Superintendent of Schools/designee shall be responsible for developing, maintaining and
2 acquiring Board **of Education** approval of the district Emergency Preparedness Plan,¹ which shall
3 include procedures for bomb threats, civil disturbances, armed intruders, earthquakes, fire, tornados,
4 and other severe weather and 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 two (2) fire drills occurring during the first thirty (30) full days of the school year.
13 Additionally, they shall ensure that four (4) fire safety educational announcements are conducted
14 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/FLU⁷**

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 DRILLS⁸**

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\(b\)](#); [Public Acts of 2025, Chapter No. 315](#)
3. [TCA 68-102-137\(f\)](#)
4. [TCA 49-6-807\(c\)](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#)
7. [TCA 49-6-3004\(a\), \(e\)](#); [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 October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: 08/05/24
		Rescinds: 3.205	Issued: 01/03/22

1 The Superintendent of Schools shall establish procedures as required to adequately protect school
2 property which shall include, but not be limited to:¹

- 3 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 4 2. Supervising students in the classrooms, laboratories, gymnasiums or other school facilities or
5 equipment;
- 6 3. Controlling the issuance of building keys, master keys, keycards, entry codes and other means
7 of building access; and
- 8 4. Developing procedures which contribute to the proper care and use of school facilities and
9 equipment.
- 10 5. Ensuring equipment purchased with Federal funds is managed as directed by federal and state
11 law.²
12

13 All exterior doors leading into a school building shall be locked at all times and access to school
14 buildings is limited to the school's primary entrance during the school day as well as when students are
15 present outside of regular school hours.³

16 The principal shall immediately call law enforcement officials and the Superintendent of Schools in
17 cases involving illegal entry, assault and battery resulting in serious personal injury or involving the
18 use of a weapon, building damage, theft, vandalism endangering life health, or safety, or valid threats
19 of mass violence.⁴ The Superintendent of Schools/designee is authorized to sign a criminal complaint
20 and press charges. The Superintendent of Schools shall report all signing of such complaints to the
21 Board.

22 AFTER SCHOOL HOURS

23 If, outside of regular school hours, there is a need to unlock the doors during a school activity, a school
24 district system employee shall be stationed by the door to ensure access is limited to authorized
25 persons.³

26 LAW ENFORCEMENT SERVICES¹

- 1 The Board of Education may enter into a memorandum of understanding with a chief of a law
2 enforcement agency to provide school policing. Any memorandum of understanding shall address, at a
3 minimum, the following issues:
- 4 1. Any School Resource Officer (SRO) assigned under a memorandum must be in compliance
5 with all laws, regulations and rules of the Peace Officer Standards and Training Commission at
6 the time of assignment and remain compliant throughout the tenure of their assignment;
 - 7 2. As a condition of assignment, any SRO must participate in forty (40) hours of basic training in
8 school policing within twelve (12) months of assignment. Every year thereafter the SRO shall
9 participate in a minimum of sixteen (16) hours of training specific to school policing. All
10 training programs shall be approved by the Peace Officers Standards and Training
11 Commission.⁵
 - 12 3. Any SRO assigned under the memorandum remains an employee of the law enforcement
13 agency, subject to that agency's direction, control, supervision and discipline, though the Board
14 may agree to indemnify and reimburse the law enforcement agency for any part or all of the
15 increased costs incurred by the law enforcement agency as a result of the assignment of the
16 SROs.
 - 17 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent
18 of the Superintendent of Schools.
 - 19 5. In the event that more than one SRO is assigned to a school system, the law enforcement
20 agency shall designate one of the SROs as the senior SRO, or such other, appropriate title. The
21 duties of the senior SRO, however designated, shall include, but not be limited to, the
22 following:
 - 23 a. To represent and carry out the policies of the law enforcement agency assigning the
24 SROs.
 - 25 b. To supervise the SROs in the performance of their duties;
 - 26 c. To consult with the Superintendent regarding the best use of the available resources for
27 school policing; and
 - 28 d. To resolve disputes between the SROs and students or faculty members.
 - 29 6. The memorandum may be effective for any length of time, including continuing until terminated
30 by the parties, and may contain any reasonable notice requirement for the termination of the
31 memorandum. However, the memorandum shall contain a provision allowing the Superintendent
32 to suspend the active participation of the SROs in the event that the Superintendent certifies that
33 the health, safety or well being of the students or faculty members require the immediate
34 suspension.

35 **CYBERSECURITY⁶**

- 1 The Superintendent of Schools/designee shall develop an administrative procedure regarding the
- 2 district's cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect
- 3 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

Legal References

1. [TCA 49-6-805\(3\)](#)
2. [2 CFR § 200.313](#)
3. [TCA 49-6-817](#)
4. [Public Acts of 2024, Chapter No. 882](#)
5. [TCA 49-6-4217](#)
6. [TCA 49-6-805\(9\)](#)

Cross References

- Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Use of Equipment and Supplies Leasing and Renting	Descriptor Code: 3.301	Issued Date: 01/03/22
		Rescinds: 3.301	Issued: 01/04/16

- 1 With the prior written permission of the principal, certain ~~S~~school ~~S~~system equipment may be lent or
- 2 leased to staff and students. The equipment available for loan or lease shall be determined by the
- 3 principal, based upon the cost of the equipment, ease of transport and need. Parties in whose name the
- 4 equipment is borrowed or leased will be responsible for loss or damage to the equipment or supplies.

- 5 Staff members have the right to use system equipment and supplies outside of their normal working
- 6 hours when such use is related to their employment. There shall be no cost to the staff member for such
- 7 use. Permission for such use must be granted by the staff member's immediate supervisor.

- 8 Students may borrow approved school equipment and supplies at no cost when used in connection with
- 9 their studies or extracurricular school activities.

- 10 When approved by the school principal or their designee responsible parties or organizations may rent
- 11 audio-visual equipment or public address equipment for use on school property.

- 12 Staff members borrowing school equipment for personal use will be subject to the same regulations,
- 13 including fees, as for non-school usage.

- 14 The Superintendent of Schools will approve a rental fee and contracts for the use of school equipment
- 15 as the need arises.

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Data Management	Descriptor Code: 3.302	Issued Date: 11/03/08
		Rescinds: 3.302	Issued: 12/05/05

- 1 A system of data management shall be established and maintained by the school system.
- 2 The data management system shall seek to provide necessary information to decision makers in the
- 3 required format and at the time needed and to keep the public informed.
- 4 The Superintendent of Schools/designee shall maintain permanent archived data related to students,
- 5 employees, consultants, budget and finance, and other records as required according to the federal and
- 6 state archived data laws.

Cross References

School Board Records 1.407

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="text-align: center;">Automated External Defibrillator (AED)</h2>	Descriptor Code: 3.304	Issued Date: 01/05/24
		Rescinds: 3.304	Issued: 01/03/22

- 1 All schools within the system shall have personnel trained in the use of AEDs. Such training shall be
- 2 in accordance with the State of Tennessee Department of Health Division of Emergency Medical
- 3 Services Automated External Defibrillator Program. Users shall be held harmless by the school system
- 4 for appropriate use of an AED.

- 5 Upon any use of an AED documentation and reports, as required by the Department of Health
- 6 Defibrillator Program, shall be filed by the employee that uses the AED with their building
- 7 administrator.

- 8 All equipment and accessories necessary for support of AED usage shall be maintained in a state of
- 9 readiness as outlined by the Department of Health.¹

- 10 A notebook containing training procedures and protocols, names of and documentation records on
- 11 trained personnel, records of required examinations and maintenance of AEDs, and AED physical
- 12 location information will be maintained and available in the office of System-Wide School Nurses-at
- 13 ~~Columbus Powell Service Center.~~

- 14 Secondary school students (grades 6-12) will be made aware of the steps to be taken if an event should
- 15 occur that requires the use of an AED.²

Legal References

1. TCA 49-2-122
2. TCA 49-6-12089(c)

Cross References

Emergency Preparedness Plan 3.202

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Special Use of Vehicles	Descriptor Code: 3.402	Issued Date: 01/06/25
		Rescinds: 3.402	Issued: 02/07/17

- 1 All standard rules of student and driver conduct shall apply to all extracurricular trips.
- 2 System-owned buses may be used by athletic teams and other school groups, provided such trips are
- 3 ~~recommended~~ **approved** by the principal and ~~approved by~~ the Superintendent **of Schools**.
- 4 The principal will attempt to make transportation arrangements for extracurricular and other similar
- 5 types of trips on city owned buses with the Director of the Johnson City Transit Authority. If city
- 6 owned buses are not available, other transportation arrangements may be made, but those arrangements
- 7 must be in conformity with all applicable laws, rules and procedures, including requirements set forth
- 8 by the City of Johnson City.
- 9 The City of Johnson City Transit Authority shall be reimbursed by the individual school for the use of
- 10 buses for extracurricular activities, and may establish special rates for extended trips or in special
- 11 cases. Forms for reporting extra use of buses will be furnished to each school principal.
- 12 Only qualified drivers may drive school vehicles for extracurricular activity trips.
- 13 Buses owned by the school system may be used only for the transportation of students or school
- 14 personnel on authorized school business.
- 15 **BOARD-ASSIGNED VEHICLES**
- 16 The Board of Education shall provide to the Superintendent of Schools and on-call maintenance
- 17 personnel a vehicle or car allowance.
- 18 Unless covered by special contract, school owned vehicles shall not be used for personal use with the
- 19 exception of incidental stops in route to and from work.

Cross References

Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips and Excursions 4.302

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Private Vehicles	Descriptor Code: 3.404	Issued Date: 01/06/25
		Rescinds: 3.404	Issued: 01/05/24

EMPLOYEE DRIVERS

The Board of Education recognizes that certain employees may need to use their private vehicles for school purposes. With the use of private vehicles, the following policy shall be observed:

- 1) To use a private vehicle for school purposes, the employee must have the permission of the Superintendent of Schools or their designee (which permission may be in the form of an approved leave request, a job description or pursuant to a specific directive). The employee's personal insurance will be in effect while using their personal vehicle for school related purposes. The school system shall assume no responsibility for liability in case of accident, unless the employee has the proper authorization. The following documents must be submitted before use:
 - a) A valid driver's license;
 - b) Proof of vehicle liability insurance coverage in the form of an insurance certificate issued to the insured indicating liability limits of at least \$25,000/50,000/15,000;¹
 - c) Specific permit for each trip involving students, including field trips; and
 - d) A completed Employee Use of Private Vehicle Authorization Form, which shall be kept by the employee's supervisor, shall serve as a standing permit for employees who use their own vehicles for school purposes. Additionally, it shall serve as a permit to be used on a one-time or as-needed basis. This document shall state the particular purpose of the trip.
- 2) Privately-owned school buses and drivers of such shall meet all requirements of state law and state Board Rules, Regulations, and Minimum Standards.²
- 3) No student shall be sent on errands during the school day by school personnel, whether personal or school-related, in a vehicle owned by the student, an employee, or the school system.
- 4) No employee may ask for or give permission to students to transport other students to and from any school or school-related activity without written parental permission and proof of student insurance.

EMPLOYEE DRIVERS OF STUDENTS

1 The Board recognizes that certain employees may at times need to use their private vehicles to
2 transport students to a school-related event. With the use of private vehicles, the following policy shall
3 be observed:

4
5 1) To use a private vehicle for transportation of students for school purposes, the employee must have
6 written permission from the Superintendent of Schools/designee. Employee's personal insurance
7 will be in effect for using their personal vehicle for transporting students for a school-related event.
8 However, as noted below, a higher level of liability coverage is required. The following documents
9 will be necessary:

10
11 a) Valid driver's license.

12
13 b) Proof of vehicle liability insurance coverage in the form of an insurance certificate issued to the
14 insured indicating liability limits of at least \$100,000/300,000/50,000.

15
16 c) The Employee Use of Private Vehicle Authorization Form shall serve as a permit for
17 employees transporting students and shall state the purpose of the trip.

18
19 2) The school system shall assume no responsibility for legal liability in case of accident.

20
21 3) The Board specifically forbids any employee to transport students for school purposes without
22 prior authorization by the Superintendent of Schools/designee.

23
24 4) A completed parental Student Field Trip Permission Form must be on file.

25
26 Authorization granted by a school to drive for school purposes shall be effective for the academic year,
27 partial year or sports season for which it was granted unless revoked at the sole discretion of the
28 school. Verification forms shall be retained by the school for the effective time period.

29
30 Authorized employee drivers are under a continuing obligation to notify the school of any change in
31 status regarding their driver's license or vehicle liability insurance.

32 33 Additional Guidelines for Employees

34
35 1) Privately owned buses and drivers of such shall meet all requirements of State law and State Board
36 Rules, Regulations and Minimum Standards.1 Charter bus companies must be approved in advance
37 by the Supervisor of Transportation. A passenger van designed to carry more than 10 persons shall
38 not be used to transport students.

39
40 ~~2) No student shall be sent on errands, personal or school-related, in a vehicle owned by the student,
41 an employee, or the school system.~~

42
43 3) No employee may ask for or give permission to students to transport other students to and from any
44 school or school-related activity without written parental permission and proof of student
45 insurance.

VOLUNTEER PARENT DRIVERS

The Board recognizes that volunteer parent drivers are at times needed to use their private vehicles for school purposes or to transport students for a school-related event. In order to use their private vehicle to drive for school purposes, a parent shall be authorized by the school. Such authorization will be approved by the principal of the school only when the parent driver submits the following forms which will be kept on file in the school office:

(a) Valid driver's license

(b) Proof of vehicle liability insurance coverage in the form of an insurance certificate issued to the insured indicating liability limits of at least \$100,000/300,000/50,000 will be necessary.²

(c) Volunteer Personal Automobile Use Form.

All volunteer parent drivers must submit to a TBI/FBI background check.

The school system shall assume no responsibility for legal liability in case of accident. Authorization granted by a school to drive for school purposes shall be effective for the academic year, partial year or sports season for which it was granted unless revoked at the sole discretion of the school. Verification forms shall be retained by the school for the effective time period. Authorized volunteer parent drivers are under a continuing obligation to notify the school of any change in status regarding their driver's license or vehicle liability insurance.

A completed parental Student Field Trip Permission Form (~~3-404~~) must be on file for each student transported by a parent volunteer. Each event will require a separate parental Student Field Trip Permission form.

STUDENT DRIVERS

Credit-Bearing Courses

The Board also recognizes that students may need to drive themselves for school-related, credit-bearing courses in their own private vehicles. The student drivers must provide the following:

a) Proof of a valid driver's license;

b) Proof of vehicle liability insurance coverage in the form of an insurance certificate issued to the insured or their parent/guardian indicating limits of at least \$25,000/\$50,000/\$15,000;

c) The Student Use of Private Vehicle Authorization Form.

All Other Occasions

1 The Board also recognizes that students may need to drive themselves for school-related events in their
2 own private vehicles. The student drivers must provide the following:

3
4 a) Proof of a valid driver's license;

5
6 b) Proof of vehicle liability insurance coverage in the form of an insurance certificate issued to
7 the insured or their parent/guardian indicating limits of at least \$100,000/\$300,000/\$50,000;

8
9 c) The Student Use of Private Vehicle Authorization form.

10
11 The school system shall assume no responsibility for legal liability in case of accident.

12
13 Student drivers are not approved to drive other students to such events, except when the other student
14 is a member of the driver's immediate family.

15
16 Authorization granted by a school to drive for school purposes shall be effective for the academic year,
17 partial year or sports season for which it was granted unless revoked at the sole discretion of the
18 school. Verification forms shall be retained by the school for the effective time period.

19
20 Authorized student drivers are under a continuing obligation to notify the school of any change in
21 status regarding their driver's license or vehicle liability insurance.

Legal References

1. [TRR/MS 0520-01-05-.02\(1\)](#)
2. [TCA 29-20-403\(b\)\(3\); Tenn. Att'y Gen. Op. No. 04-136 \(August 24, 2004\)](#)

Cross References

Field Trips 4.302

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Insurance Management	Descriptor Code: 3.600	Issued Date: 01/06/25
		Rescinds: 3.600	Issued: 01/07/13

1 The insurance program shall provide coverages in a minimum of the following broad categories:

- 2 1. Property: Buildings contents against fire, extended coverage, vandalism and malicious
3 mischief, boiler and machinery explosion, and vehicles;
- 4 2. Liability: Board of Education members, Superintendent of Schools, and employees resulting
5 from discharging their duties
- 6 3. Workers' compensation; and
- 7 4. Fidelity: Blanket bond and fiscal agent's bond as required by statute.¹

8 The Superintendent of Schools/ designee will periodically review the insurance program to ensure that
9 adequate protection is being provided at a reasonable price.

10 **GROUP HEALTH**

11 The Board of Education shall make group health insurance available for purchase by all full-time
12 employees, part-time employees who work a minimum of thirty (30) hours per week, and Board
13 members.² The Board shall select the carrier of any insurance for which the Board makes payment.

14 **LIFE**

15 The Board will provide life insurance, free of charge, to certified employees and to non-certified
16 administrative and supervisory personnel. The amounts shall be one (1) times the regular salary for
17 those employed less than two (2) years and two (2) times the regular salary for those employed two (2)
18 years or more.

20 **RETIREES**

21 Payment of individual health insurance coverage shall be available for any retiring employee until the
22 employee reaches age 65, provided that:

- 23 1. The employee is eligible for full retirement benefits under the eligibility standards as set by
24 Tennessee Retirement System;
- 25 2. The employee was enrolled in the Board-sponsored insurance plan for five (5) consecutive
26 years prior to retirement; and
27
28

- 1 3. The employee has worked at least ten (10) years in the Johnson City School System.
- 2 Retired employees will be permitted to pay the difference in an individual plan and a family plan on a
- 3 quarterly basis and continue coverage if they so desire.

Legal References

1. [TCA 49-2-102](#); [TCA 8-19-101](#)
2. [TCA 49-2-209](#)

Cross References

Payroll 2.802
Work-Based Learning 4.211

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Workers' Compensation	Descriptor Code: 3.602	Issued Date: 12/07/20
		Rescinds: 3.6002	Issued: 11/06/06

1 The Board **of Education** shall maintain workers' compensation coverage according to state statutes and
 2 shall post and maintain in a conspicuous place on the business premises a printed notice regarding
 3 workers' compensation as prescribed by the commissioner of labor and workforce development.¹

4 The Board shall establish a medical panel consisting of at least three (3) or more reputable physicians or
 5 surgeons, not associated together in practice, if available. The names of the physicians or surgeons shall
 6 be posted in conspicuous places throughout the maintenance, transportation, clerical, and professional
 7 areas of participating schools. Any claimant may select an operating surgeon or attending physician
 8 listed on the medical panel for treatment of on-the-job injuries. Any specialized treatment of injuries
 9 must be administered by practitioners or specialists upon referral by the medical panel.²

10 Employees may elect to receive supplemental pay which, when added to workers' compensation
 11 benefits, shall equal full net pay. This supplemental pay shall be charged to the employee's sick leave
 12 until their sick leave is exhausted.

Legal References

1. TCA 50-6-407
2. TCA 50-6-204(a)(3)(A)(i)

Cross References

Sick Leave 5.302

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Personnel Goals</h2>	Descriptor Code: 5.100	Issued Date: 04/07/25
		Rescinds: 5.100	Issued: 04/03/23

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

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

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

Legal References

1. [TCA 49-1-302\(g\); Public Acts of 2025, Chapter No. 494](#)

Cross References

School District Goals & Objectives 1.700

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Classification and Qualifications	Descriptor Code: 5.102	Issued Date: 04/07/25
		Rescinds: 5.102	Issued: 06/04/24

1 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

2 All administrative and supervisory positions in the school system are established initially by the Board
3 of Education, by state law, or by State Board Rules, Regulations, and Minimum Standards.

4
5 To be considered for certified administrative or supervisory positions, the applicant must show the
6 following qualifications:¹

- 7 1. Professional teaching certification; and
- 8 2. Administrative or supervisory certification and experience in accordance with state law and
9 State Board Rules and Regulations in the appropriate area based on the minimum of a
10 master's degree.

11 ~~Non-certified~~ **Classified** administrative and supervisory personnel shall possess sufficient training and
12 experience to perform the services required and such additional qualifications as the Board and
13 Superintendent of Schools shall determine.

14 CERTIFIED PERSONNEL²

15 Certified staff members are the personnel whose employment status requires certification in
16 accordance with the rules and regulations of the State Board of Education.¹

17 CLASSIFIED PERSONNEL³

18 Classified staff members are personnel whose regular employment does not require certification in
19 accordance with rules and regulations of the State Department of Education.

Legal References

1. [TCA 49-5-101](#); [TRR/MS 0520-02-03-.10](#); [TRR/MS 0520-02-06-.01](#)
2. [TRR/MS 0520-02-03](#); [TRR/MS 0520-02-06](#)
3. [TRR/MS 0520-02-06-.04](#)

Cross References

Employment of Non-Certified Administrative and Support
Personnel 5.8001

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 04/07/25
		Rescinds: 5.106	Issued: 04/03/23

1 APPLICATION

2 An individual desiring a position with the Johnson City School System shall make application to the
3 Superintendent of Schools by methods approved by the Superintendent of Schools. Any person
4 applying for a position shall supply a fingerprint sample and submit to a criminal history records check
5 conducted by the Tennessee Bureau of Investigation and agree to the release of investigative records
6 for the purpose of verifying the accuracy of criminal violation information.¹ The cost of such checks
7 and investigations shall be born by the applicant.³

8 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
9 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
10 prosecution.⁴

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

13 *Certified Employees*

14 The application must include a transcript of credits earned at the colleges or universities attended,
15 recent evaluations, if available, and reference information from persons such as previous employers,
16 college professors and supervisors of student teachers. Required information shall include whether
17 such applicant has been dismissed for cause from a school system.⁵ If previously employed by a local
18 board of education, the applicant shall provide evidence of acceptable resignation.

19 No person shall be employed:

- 20 1. Who is not eligible for or does not hold a valid license to teach from the State Board of
21 Education;⁶
- 22 2. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
23 of Health;⁷
- 24 25
26 3. Who has been identified by the Department of Children's Services as a perpetrator of child
27 abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat
28 to the health, safety, or welfare of children;⁷
- 29 30
31 4. Who does not receive a satisfactory background check;¹⁰

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

12 *Classified Employees*

13 No person shall be employed:

- 14 1. Who has any contagious or communicable disease in such form that might endanger the health
 15 of children;⁸
 16
 17 2. Who has been identified by the Department of Children's Services as a perpetrator of child
 18 abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat
 19 to the health, safety, or welfare of children;⁷
 20
 21 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
 22 of Health;⁷
 23
 24 4. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹ or
 25
 26 5. Who does not receive a satisfactory background check¹⁰; or¹⁰
 27
 28 6. Who fails to make a full disclosure of any prior criminal record ~~and any prior dismissals from~~
 29 ~~employment for cause.~~

30 **EMPLOYMENT**

31 *Certified Employees*

32 After checking references and recommendations, the Superintendent of Schools shall fill positions and
 33 assign qualified applicants.

34 *Classified Employees*

35 It shall be the responsibility of the principals to select the classified employees for the school served
 36 and recommend ~~same~~ to the Superintendent of Schools. The Superintendent of Schools is responsible
 37 for employing all classified personnel.

38 Central office, cafeteria, ~~and~~ maintenance and other system wide personnel shall be interviewed and
 39 employed by the Superintendent of Schools ~~or~~ /designee.

Legal References

1. [TCA 49-5-406](#); [TCA 49-5-413](#)
2. [State Board of Education Policy 5.501](#)
3. [TCA 49-5-406\(a\)\(2\)\(A\)](#)
4. [TCA 49-5-413\(c\)](#)
5. [TCA 49-2-131](#)
6. [TCA 49-5-403](#); [TCA 49-5-101](#); [TCA 49-5-106](#)
7. [TCA 49-5-413\(e\)](#)
8. [TCA 49-5-404](#)
9. [TCA 49-5-405](#)
10. [TCA 49-5-413\(a\), \(f\)](#)
11. [Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 et seq.](#)

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110

Background Investigations 5.118

Recommendations and File Transfers 5.203

Interim Employees 5.700
Qualifications and Duties of the Director of Schools 5.802

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Evaluation	Descriptor Code: 5.109	Issued Date: 06/04/24
		Rescinds: 5.109	Issued: 04/05/21

1 The evaluation of performance and its effectiveness must be a cooperative and shared endeavor on the
2 part of the Superintendent of Schools and administrative and supervisory personnel.

3 A state-approved model shall be used for evaluating administrative and supervisory personnel. The
4 Board of Education shall approve standard forms to be used in evaluating support personnel.

5 The Superintendent of Schools is responsible for ensuring that all administrative and supervisory
6 personnel are evaluated annually.

7 **LICENSED TEACHING PERSONNEL**

8 The Board adopts the TEAM evaluation model. The Superintendent shall adopt procedures to ensure
9 that the model is implemented throughout the school system. Additionally, the Superintendent shall
10 provide information to all licensed teaching personnel regarding the nature of the evaluation and the
11 grievance procedures prescribed by the Tennessee State Board of Education.¹

12 **Local Level Grievance Procedure**

13 The Superintendent of Schools shall develop procedures, consistent with State law, for processing
14 evaluation grievances.²

15 **NON-TEACHING CLASSIFIED PERSONNEL**

16 Newly hired ~~non-teaching~~ **classified** administrative/support personnel shall be evaluated once ~~during~~
17 ~~the evaluation period (the first 90 days of employment) and at least one (1) additional time following~~
18 ~~successful completion of the evaluation period~~ during the first year of employment. Classified
19 personnel employed for more than one (1) year shall be evaluated at least once a year.

20 Evaluations shall be used as an aid in improving an employee's job performance and as a basis for
21 continuing employment. Evaluation reports shall be discussed with the evaluated employee. Each
22 employee shall be given a copy of the evaluation and shall sign the supervisor's copy as evidence it has
23 been discussed. A copy of evaluations will be placed in each employee's personnel file.

Legal References

1. [TRR/MS 0520-02-01-.01](#); [TRR/MS 0520-02-01-.02](#)
2. [TRR/MS 0520-02-01-.18](#); [State Board of Education Policy 5.201](#)

Cross References

- Job Descriptions 5.103
Orientation and Probation 5.107

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Staff Positions	Descriptor Code: 5.116	Issued Date: 04/07/25
		Rescinds: 5.116	Issued: 04/03/23

1 CREATION OF POSITION

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

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

13 REDUCTION IN FORCE

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

17 Certified Personnel

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

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

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

- 29 1. Effectiveness in teaching and in related professional responsibilities evidenced by teacher
30 evaluation;

31

- 1 2. Adaptability to other assignments (academic and extracurricular);
- 2 3. Evidence of professional growth as well as specialized or advanced training;
- 3
- 4 4. Previous history of grade levels and subject areas taught; and
- 5
- 6 5. Type, length and quality of service made to the teaching profession and the school system.

7 When a teacher is released because of reduction in staff, the teacher shall be given written notice of
8 release explaining the circumstances or conditions making dismissal necessary.³ A teacher who rated
9 in the three (3) highest categories based on evaluations and is dismissed because of abolition of
10 position shall be placed on a list for reemployment.

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

15 ~~It shall be the responsibility of the separated teacher to notify the Superintendent of Schools in writing~~
16 ~~of his availability and current address.~~

17 **Classified Personnel**

18 When a non-licensed employee is released because of a reduction in the number of support positions,
19 the Superintendent of Schools shall give the employee written notice of dismissal explaining the
20 circumstances or conditions making termination of employment necessary.³

Legal References

1. [Tenn. Att'y Gen. Op. No. 93-66 \(November 29, 1993\)](#)
2. [TCA 49-5-409\(c\)](#); [TCA 49-2-301\(b\)\(1\)\(CC\)](#); [TCA 49-5-511\(b\)\(1\)](#)
3. [TCA 49-5-511\(b\)\(1\)–\(4\)](#)

Johnson City Board of Education

Monitoring: Review: Annually in February	Descriptor Term: Procedure for Granting Tenure	Descriptor Code: 5.117	Issued Date: 06/04/24
		Rescinds: 5.117	Issued: 04/04/22

1 The Board of Education will grant tenure¹ only to those teachers who have documentation of a record
2 of excellence as a teacher. The Superintendent of Schools is responsible for documenting and
3 presenting the recommendation for tenure to the Board.

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

5 Evaluations demonstrating an overall performance effectiveness of “above expectations” or
6 “significantly above expectations” during the last 2 years of the teacher’s probationary period.²

7 Documentation of a record of excellence in teaching may include:

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

15 The following additional guidelines will apply:

- 16 1. The decision to grant tenure is solely within the discretion of the Board of Education.³
- 17 2. Only those teachers who receive a majority vote of the membership of the Board will be
18 granted tenure.
- 19 3. Recommendations for tenure will be made to the Board in May of the year after the eligibility
20 requirements are met.
- 21 4. No person eligible for tenure who has been denied tenure by the Board of Education shall be
22 employed in the school system in any position which requires a teaching license.

23 A person who has attained tenure with the Johnson City School System and who resigns from the
24 system must serve a two year probationary period upon reemployment by the system before becoming
25 eligible for tenure, unless the probationary period is waived by the Board upon the request of the
26 Superintendent of Schools.³ Upon completion of the two year probationary period the teacher shall be
27 eligible for tenure and shall either be recommended by the Superintendent of Schools for tenure or
28 nonrenewed; provided no teacher who has been denied tenure by the Board shall be employed in the
29 school system in any position which requires a license.

Legal References

1. [TCA 49-5-501\(11\)\(A\)](#)
2. [TCA 49-5-503](#)
3. [TCA 49-5-504\(d\)](#)

Cross References

Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201

Johnson City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 04/03/23
		Rescinds: 5.200	Issued: 01/09/23

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

4 **SUSPENSION PENDING AN INVESTIGATION¹**

5 The Superintendent of Schools may suspend a teacher at any time that may seem necessary, pending
6 investigation, or final disposition of a case before the board or an appeal. If the matter under investigation
7 is not the subject of an ongoing criminal investigation or a department of children's services
8 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
9 not exceed ninety (90) days in duration.

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

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

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

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

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

23 ~~If, in the opinion of the board,~~ the charges are of such nature as to warrant the dismissal or a suspension
24 greater than three days of the teacher, the Superintendent of Schools shall give the teacher a written
25 notice of this decision, a copy of the charges against the teacher, and a copy of a form provided by the
26 Commissioner of Education advising the teacher of their legal duties, rights, and recourse.

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

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

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

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

15 The ~~b~~**B**oard shall hear the appeal on the record, and no new evidence may be submitted by either party.
16 The appealing party may appear before the ~~b~~**B**oard to argue why the adverse ruling should be overturned.
17 ~~In no event should such~~ **The** argument **may not** last more than fifteen (15) minutes, unless the ~~b~~**B**oard
18 should vote to extend additional time. At the conclusion of the hearing, the board may vote to sustain
19 the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or
20 reverse the decision. The board shall render its decision within ten (10) working days after the conclusion
21 of the hearing. In the event that the decision of the board is appealed to the chancery court, the board
22 shall transmit the entire record prepared by the Superintendent and reviewed by the board to the chancery
23 court for its review.

24 **RESIGNATION**

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

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

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

35 Any teacher on leave shall notify the Superintendent of Schools in writing at least thirty (30) days prior
36 to the date of return if the teacher does not intend to return to the position from which they have taken
37 leave. Failure to render such notice may be considered a breach of contract.⁷

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

6 **RETIREMENT**

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

9 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of
10 the retirement system.

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

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b)

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non- Certified <u>Classified</u> Employees	Descriptor Code: 5.202	Issued Date: 04/07/25
		Rescinds: 5.202	Issued: 04/03/23

1 SUSPENSION

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

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

8 DISMISSAL

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

11 RESIGNATION

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

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

18 RETIREMENT

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

22 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
23 responsibility of the retiring employee to provide verification of eligibility in writing from the
24 Tennessee Consolidated Retirement System ("TCRS") to the central office. It shall be the
25 responsibility of the retiring employee to file for benefits.

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

Legal References

1. [TCA 49-2-301\(b\)\(1\)\(EE\), \(FF\)](#)

Johnson City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 06/04/24
		Rescinds: 5.302	Issued: 04/04/19

1 ~~CERTIFIED PERSONNEL~~

2 The time allowed for sick leave for professional personnel shall be one (1) day for each month
3 employed and shall accumulate for an unlimited number of days.¹

4 Sick leave shall be defined as: illness of ~~a teacher~~ **an employee** from natural causes or accident,
5 quarantine, or illness or death of a member of the immediate family of ~~a teacher~~ **an employee**,
6 including the ~~teacher~~ **employee's** wife or husband, partner, parents, grandparents, children,
7 stepchildren, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-
8 law, brother-in-law, and sister-in-law.²

9 A statement from the physician may be required in support of any claim for sick leave pay.¹ A falsified
10 statement shall be grounds for dismissal.

11 The principal shall notify the Superintendent of Schools' office at once if an employee is sick beyond
12 the limit of their sick leave accumulation.

13 Permanent, cumulative sick leave records for each active ~~professional~~ employee shall be kept in the
14 electronic personnel database designated by the Superintendent of Schools.

15 A teacher, upon employment, may transfer ~~his~~ **their** accumulated sick leave from another Tennessee
16 school system, provided that the Superintendent of Schools of the system in which the accumulated
17 leave was held provides notarized verification.¹

18 Sick leave for maternity purposes may be taken as set forth by TCA or other appropriate law.

19 ~~CLASSIFIED PERSONNEL~~

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

21 At the termination of the employment of any employee, all unused sick leave accumulated by the
22 employee shall be applied to retirement service credit.

23

Legal References

1. [TCA 49-5-710\(a\)\(1\)](#)
2. [TRR/MS 0520-01-02-.04\(2\)](#)
3. [TCA 49-5-710\(a\)\(5\)](#)

Cross References

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

Johnson City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Conflict of Interest	Descriptor Code: 5.601	Issued Date: 04/13/20
		Rescinds: 5.601	Issued: 08/01/16

1 ADMINISTRATIVE PERSONNEL

2 Administrative and supervisory personnel shall have no financial interest, directly or indirectly, in
3 supplying books, maps, school furniture, electronics, technological equipment or apparatus for the
4 schools nor shall they act as agent for any author, publisher, bookseller, or dealer in school furniture or
5 apparatus. A spouse or family member of a principal, teacher or other school administrative employee
6 may participate in business transactions with the school system where a sealed competitive bid system
7 is used, provided that the employee does not have discretion in the selection of bids or specifications.¹

8 PROFESSIONAL AND SUPPORT PERSONNEL

9 Employees of the Board of Education will not engage in, or have financial interest in, any activity that
10 raises a reasonable question of conflict of interest with their duties and responsibilities as members of
11 the school staff. This includes but is not limited to the following:

- 12 1. School employees may not purchase for sale to students any goods or equipment or render any
13 service to the school system on a commission basis;¹
- 14 2. Employees who have patented or copyrighted any device, publication, or other item will not
15 receive royalties for use of such item in the school system;
- 16 3. Employees will not engage in any type of work where the source of information concerning a
17 customer, client, or employer originates from information obtained through the school
18 system;
- 19 4. The Board shall make no purchase of supplies, materials, or equipment from a school system
20 employee. The purchase of services from an employee of the school system must have the
21 express approval of the Board and Superintendent of Schools;
- 22 5. Employees shall not solicit for the purpose of selling instructional supplies, equipment and
23 reference books in a territory that includes the parents of the children of the school in which the
24 employee is assigned; and
- 25 6. Any employee responsible for preparing any school system items or materials for public
26 auction or resale shall be prohibited from purchasing such materials, as shall such employee's
27 supervisors, whether direct or indirect.

28 Work product created during regular school hours and/or with school system equipment or resources is
29 the property of the school system.

30

Legal References

1. TCA 49-6-2003; Education Department General Administration Regulations (EDGAR) Part 80 Subtitle A 80.36(b)(3)

Cross References

Personal Property Sales 2.403
Purchasing 2.805
Bids and Quotations 2.806
Purchase Orders and Contracts 2.808
Employee-Developed Materials 4.405

Johnson City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Use of School System Technology	Descriptor Code: 5.609	Issued Date: 04/07/25
		Rescinds: 5.609	Issued: 04/03/23

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

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

7 Prohibited and illegal activities include but are not limited to the following:¹

- 8 1. Sending or displaying offensive messages or pictures;
- 9
- 10 2. Using obscene language;
- 11
- 12 3. Harassing, insulting, defaming, bullying or attacking others;
- 13
- 14 4. Hacking or attempting unauthorized access to any computer or server;
- 15
- 16 5. Violation of copyright laws;
- 17
- 18 6. Trespassing in another's folders, work, or files;
- 19
- 20 7. Using another's password or other identification (impersonation) or creating a false ~~persona~~
21 **identity**;
- 22
- 23 8. Excessive or inappropriate use of the network for commercial purposes;
- 24
- 25 9. Excessive or inappropriate buying or selling on the Internet for personal use; and
- 26
- 27 10. Excessive or inappropriate use of school system computers for personal business.

28 Additionally, employees shall not use school system technology for purposes prohibited by law or for
29 accessing sexually explicit materials. The Board retains the right to regularly monitor the on-line
30 activities conducted on school system technology.

31 E-Mail

1 All school system employees shall use the email address assigned by the school system for all
2 communication related to school system business and students. Users with network access shall not
3 utilize School System resources to establish electronic mail accounts through third-party providers or
4 any other nonstandard electronic mail system. All data, including e-mail communications stored or
5 transmitted on school system equipment, shall be monitored. Employees have no expectation of
6 privacy with regard to such data. E-mail correspondence may be a public record under the public
7 record's law and may be subject to public inspection.² E-mail and attachments transmitted via the
8 school system's network will be archived for a minimum period of one (1) year.

Legal References

1. [TCA 39-14-602](#)
2. [TCA 10-7-512](#)

Cross References

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

Johnson City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Temporary <u>Interim</u> Employees</h2>	Descriptor Code: 5.700	Issued Date: 04/04/22
		Rescinds: 5.700	Issued: 04/04/19

1 **Interim employees shall be hired on an interim contract only when a vacancy is created by an**
 2 **employee taking a leave of absence** ~~Vacancies in teaching positions which occur after the beginning~~
 3 ~~of the school year will be filled as temporary replacements for the remainder of the school year and~~
 4 ~~will not be considered as initial employment.¹~~

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

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

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

Legal References

1. TCA 49-2-203(a)(1)(A); TCA 49-5-702

Cross References

Long-Term Leaves of Absence for Professional Personnel
5.304

Johnson City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Scope of Collaborative Conferencing	Descriptor Code: 5.901	Issued Date: 08/05/13
		Rescinds: 5.901	Issued: 04/01/02

1 The Board shall restrict the scope of collaborative conferencing to those specific conditions of
2 employment that are designated as mandatory topics for negotiations by the Professional Educators
3 Collaborative Conferencing Act of 2011,¹ which are:

- 4 1. Salaries and wages;
- 5 2. Grievance procedures;
- 6 3. Insurance;
- 7 4. Fringe benefits, not including the Tennessee Consolidated Retirement System or locally
8 authorized retirement incentives;
- 9 5. Working conditions, except those working conditions which are prescribed by federal law, state
10 law, private act, municipal charter, or rules and regulations of the state board of education, the
11 department of education or any other department or agency of state or local government;²
- 12 6. Leave;
- 13 7. Payroll deductions.

14 The representatives of the Board shall not negotiate on any terms and conditions of employment except
15 as stated above.

16 Collaborations will take place after the regular school day at a mutually convenient time.

17 ~~Collaborations shall be held in an open meeting with adequate prior notice given to the public.~~
18 Meeting procedures shall be as established in writing by joint agreement of the board management
19 team and certified employees' team in the ground rules. Either group may recess for independent
20 caucuses and conferences as necessary.

Legal References

1. TCA 49-5-60, et seq
2. TCA 49-5-608

Johnson City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Emergency Closings</h2>	Descriptor Code: 1.8011	Issued Date: 01/06/25
		Rescinds: 1.8011	Issued: 01/05/24

1 The Board of Education authorizes the Superintendent of Schools ~~or their~~ /designee to close schools,
 2 certain schools or individual classrooms in the event of hazardous weather or any other emergency
 3 which presents a threat to the safety or health of students, staff members or school property.¹
 4

5 As soon as the decision to close schools is made, the Superintendent of Schools will notify the public
 6 media and request that an announcement be made. Closings and schedule adjustments will also be
 7 posted on the system’s website, through the school messaging system, and on social media and other
 8 available communication lines.
 9

10 If school is not in session or is dismissed early due to snow or inclement weather, most scheduled
 11 activities in which students are involved will be postponed or cancelled. Athletic events may or may
 12 not be postponed, depending on weather near the event start time.

Legal References

1. [TCA 49-6-3004\(e\)\(1\)](#); [TRR/MS 0520-01-02-.31\(1\)\(a\)\(1\)\(i\)](#); [TCA 58-2-101](#); [TCA 49-2-214](#)

Cross References

Emergency Preparedness Plan 3.202

Johnson City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Energy Conservation	Descriptor Code: 3.2001	Issued Date: 01/05/24
		Rescinds: 3.2001	Issued: 12/07/20

- 1 Every effort should be made to conserve utilities and help our environment. It is the responsibility of
2 every administrator, staff member, maintenance employee, custodian and student to minimize utility
3 consumption (electricity, gas and water.) All such stakeholders will be expected to be an energy saver.
- 4 The Supervisor of the Maintenance Department will be responsible for monitoring the energy
5 conservation processes at school facilities. This Supervisor shall report to the District Energy Manager
6 on an as needed basis. Specific energy checklists to assist in the minimization of energy consumption
7 will be developed for each facility. Best practices for energy conservation shall be followed and
8 equipment shall be operated at maximum efficiency.
- 9 Johnson City Schools shall amend its policies and action plans as required to strive for continuing
10 compliance with the most recent adoption of the American Society of Heating, Refrigeration, and Air-
11 Conditioning Engineers.
- 12 The District Energy Manager will provide reports on a quarterly basis to school principals, district
13 administration and the Board of Education. The goal of the reports will be to recognize successful
14 conservation practices and to focus attention on underperforming areas.
- 15 Each school should make an effort to emphasize energy education and recognition of Earth Day
16 activities.

Cross References

Project Planning Educational Specifications 3.213
Waste Reduction and Recycling 3.303

Johnson City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <p style="text-align: center;"><u>Employment of Non-Certified Classified Administrative and Supervisory Personnel</u></p>	Descriptor Code: <p style="text-align: center;">5.8001</p>	Issued Date: <p style="text-align: center;">04/07/25</p>
		Rescinds: <p style="text-align: center;">5.8001</p>	Issued: <p style="text-align: center;">05/01/06</p>

- 1 ~~Non-certified~~ **Classified** administrative and supervisory personnel shall possess sufficient training and
- 2 experience to perform the services required and such additional qualifications as the Board of
- 3 Education and/or the Superintendent of Schools shall determine.

- 4 Such personnel shall be allowed the same sick leave, personal leave, short term leave, long term leave
- 5 and vacation as certified administrative personnel.

- 6 Years of service awarded will be determined by the Superintendent of Schools after an evaluation of
- 7 the employee's qualifications, experience, degree(s) and skills.