

**THE JOHNSON CITY
BOARD OF EDUCATION**

AND

**PROFESSIONAL EMPLOYEES OF
JOHNSON CITY SCHOOLS**

**MEMORANDUM OF
UNDERSTANDING**

November 14, 2022 – November 13, 2025

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Grievance Procedure

A. Definitions

1. A "grievance" shall mean any claim by a professional employee, person, or representative as defined by 49-5-602, that there has been a violation, misapplication or misinterpretation of the terms of this agreement; a violation of the right of the professional employee to due process in the implementation of this agreement or a violation, misapplication or misinterpretation of any established written policy or rule or regulation of the Board, or there exists a condition that jeopardizes the professional employee's health and safety.
2. The term "class grievance" means a grievance that, when resolved, would affect more than one professional employee in the same manner. Anytime a series of individual grievances concerning the same matter are submitted, it may be considered a "class grievance" by the grievants.
3. Whenever the phrase "professional employee" is used in this Memorandum of Understanding, it includes any person employed by the Board of Education in a position, which requires a license issued by the State Department of Education for service in public elementary and secondary schools of Tennessee. Management employees are not included in the phrase "professional employee."
4. The word "grievant" shall refer to any professional employee, person, or representative as defined by 49-5-602 having a grievance.
5. All "time limits" shall consist of approved workdays excluding any days designated as holidays for any employees of Johnson City Schools or those days otherwise specified.

B. Procedures

1. Informal Procedure

If the employee feels that he/she has a grievance, he/she as the grievant will first discuss the matter with the immediately involved supervisor/principal, accompanied, if desired, by a chosen representative, in an effort to resolve the problem informally. If the informal process fails to satisfy the professional employee, a grievance may be processed as shown under formal procedure.

2. Formal Procedure

Step 1: The grievant shall within thirty (30) calendar days, from the date of the reason giving rise to the grievance, present the grievance formally in writing to the immediate supervisor/principal. A written grievance shall contain the following information:

- a. Name and position of the grievant.
- b. A statement of the grievance and the facts involved including relevant dates.
- c. A reference to the applicable provisions of the violated policy or MOU, or law, if any.
- d. The corrective actions requested.
- e. The signature of the grievant.
- f. The date of filing.

The immediate supervisor or principal shall arrange a conference with the grievant and his/her chosen representative if desired. Such conference shall be arranged no later than ten (10) days after receipt of the written grievance. Within five (5) days of the meeting, the grievant and the representative, if requested

by the grievant, shall be provided with the immediate supervisor's/principal's written response including reasons for the decision.

Step 2: If the grievance is not resolved at step 1, then the grievant may refer the grievance to the Superintendent or his designee within ten (10) days after receipt of the step 1 answer. The Superintendent shall arrange with the grievant and the requested representative for a meeting to take place within ten (10) days of the Superintendent receipt of appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days after the meeting, the grievant and the representative, if requested by the grievant, shall be provided with the reasons for the decision.

C. Advanced Step Filing

If the grievant and the immediate supervisor/principal agree, the conferencing aspect of Step 1 of the grievance procedure may be by-passed and the grievance brought directly to step 2.

D. Representation

The Board acknowledges the right of any professional employee filing a grievance to be aided or assisted in the grievance process by associations, organizations, or representatives of his or her choosing, per TCA 49-5-603, at any level if the grievant desires.

E. Separate Grievance File

All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be mentioned specifically in any communication between the administration and the prospective employer.

F. No Reprisals

No reprisals shall be taken by either party to a grievance against the other party because of participation in the resolution of a grievance.

G. Released Time

Should the investigation or processing of any grievance require that the grievant and/or the representative of the grievant be absent from his/her regular assignment, and has the approval of the Superintendent, he/she shall suffer no loss of pay or benefits.

H. General

1. A grievance may be withdrawn at any level without establishing precedent.
2. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
3. The Board, the Administration, the grievant, and any representative(s), shall cooperate and in no way obstruct the investigation of any grievance.

WORKING CONDITIONS

A. Teacher Work Schedule

1. The normal length of the in-school day shall be seven hours and thirty minutes for professional employees, except where extra duties are assigned by the principal or administration. Such extra duties shall be assigned on an equitable basis.

Each professional employee shall be required to report for duty as assigned by his/her immediate supervisor. Any professional employee unable to report for duty at his/her assigned time shall assure that his/her immediate supervisor is notified of the absence or tardiness as soon as possible. Departure time at other than normal time must be approved by the immediate supervisor.

2. The 200 Day Accountability Report is in Appendix B.

B. Supervisory Duties

All professional employees shall have a duty-free lunch period equal in length to that of their students as long as required by law and funded by the state. Duties outside the student day shall be assigned before or after school, but not both on the same day. Such supervisory duties shall be assigned on an equitable basis.

C. Additional Assignments/Duties

Due to the increasing demands in education we recognize that it may become necessary for a faculty (in whole or in part) to meet outside the instructional day. However, every attempt should be made to respect the personal time of teachers in limiting meetings and assigned duties outside the instructional day. Every attempt should be made to limit the number of faculty meetings to two per month and the length of one hour each.

D. Preparation Time

Preparation time is defined as time spent by a professional employee preparing and planning for classroom instruction. Any changes to planning/preparation time will be subject to discussion by the collaborative conferencing team. Subject to budget sustainability, classroom professional employees shall have preparation time during which they shall not be assigned to any other duties as follows:

1. Senior High School – Minimum of one (1) class period per day.
2. Middle Schools – Minimum of one (1) hour per day.
3. Elementary Schools – Minimum of one (1) hour per day.

E. Safety

General

The Board is committed to protecting the health and safety of its employees, and will continue to make reasonable provisions for the safety and health of employees during the workday and at school events outside of the normal workday. "T.C.A. 50-3-101 assures the safe and healthful working conditions for working men and women throughout the state." The responsibility for carrying out the various aspects of this program will be at the building level. The principal will be the first level of responsibility coordinating with maintenance or facilities supervision as deemed necessary.

1. School Level Activities

There will be a safety committee at each school per the SAVE Act.

2. Protection of Professional Employees

- a. The Board will provide for the safety of the professional employees and will seek advice of appropriate experts if there is a question of welfare of any student or employee of the system. T.C.A. 50-3-101
- b. A professional employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the student; or to ensure personal safety. The Board recognizes the right of the employee to defend himself/herself or obtain assistance in cases of assault and/or battery.
- c. Whenever any legal action is brought against a professional employee resulting from his/her actions in the scope and course of assigned duties, the Board shall provide the professional employee with legal defense and indemnification through liability insurance. Said liability insurance policy shall provide each professional employee with coverage of no less than the maximum allowed under the Tennessee Government Tort Liability Act or \$300,000 for non-tort actions. Coverage would include payment of all legal fees in defense of the professional employee.

3. Workers Compensation

When an employee is injured on the job, and that injury is compensable under workers' compensation coverage, he/she may receive workers' compensation benefits for medical costs and disability compensation as provided by law. In addition, the employee may have the option of receiving supplemental pay which, when added to the workers' compensation benefits, shall equal full net pay. This supplemental pay shall be charged to the employee's sick leave until sick leave is exhausted. (If employee has no sick leave accumulated, this time may be charged to vacation leave or compensatory leave.) This workers' compensation supplemental pay will commence at the end of seven days of disability to coincide with the commencement of workers' compensation disability payments (i.e., temporary total disability benefits). The use of sick leave, earned vacation or compensatory time for the first seven days of disability will be at the option of the employee. If the workers' compensation disability exceeds fourteen days, a portion of the personal leave time used during the first seven days of disability may be reinstated to the employee's account. New employees will receive a copy of "How to Report Work-Related Injuries."

a. Reporting

When an injury or health related issue has occurred within the scope and course of employment, the employee shall report the issue immediately to his/her supervisor and the employee and supervisor shall complete an "Employer's First Report of Work Injury or Illness" form (Form C20). The supervisor or designee shall deliver this form to the City's Risk Management office immediately (fax number 423-232-7145). If the nature of the issue prevents the employee from delivering the report, employee's supervisor shall make arrangements for delivery of the report to Risk Management. Form C20 must be filed with the insurance carrier by the City's Risk Management office within 24 hours of the occurrence; thus, it is imperative that issue reports be filed immediately by employees or their supervisor to avoid penalties. See Appendix C.

b. Support

Although the Board will provide support to the employees when the professional employee has acted within the scope of Board policy, in cases of assault and/or battery the determination as to whether civil prosecution is warranted will be made by the professional employee. If criminal prosecution is deemed by local law enforcement to be warranted, the professional employee shall be supported as necessary and required.

c. Leave of Absence/Salary Compensation/Medical Benefits

Salary compensation and medical benefits shall be in accordance with TCA 50-6-204 through TCA 50-6-210.

4. Reimbursement for Personal Property Damage

Upon submission of adequate proof to the Superintendent of the existence of damage to personal property of the professional employee, which has occurred during an assault, or battery while the professional employee was acting within the scope and course of his/her duties, the Board of Education shall reimburse said professional employee for such damage or destruction not to exceed five hundred dollars (\$500). The Board will be reimbursed any damages received for personal property through litigation. If the professional employee intends to make a claim to the Board under the provisions of this MOU, written notice of damage or destruction of property incurred as a result of assault shall be filed with the Superintendent within ten (10) working days after the alleged incident.

5. Representation of Professional Employee

In the event civil or criminal proceedings are brought against a professional employee alleging that he/she committed an assault and/or battery while acting within the scope and course of his/her duties, such professional employee may request through the Superintendent's legal advice or special counsel to which the professional employee may be entitled under the law. In the event of such proceeding, the Board will supply to the professional employee any information in its possession relating to the incident. A copy of any request for legal aid may be forwarded to the President of the Professional Organization by the professional employee.

6. Complaints Against Professional Employees

A complaint charging physical assault and/or battery placed against a professional employee by a parent or student shall be reported to the professional employee in writing and investigated by the administrator handling the complaint. A written copy of the completed investigation by the administrator shall be given to the professional employee. If the investigation proves the complaint to be valid, a copy of the complaint along with the investigative report shall be placed in the employee's personnel file. The professional employee shall have an opportunity to respond in writing to the complaint and the investigative report and said professional employee's written response shall be attached to the copy of the complaint and investigative report. Any complaint, which is found to be invalid after investigation, shall not be placed in the professional employee's personnel file.

F. Personnel Files

1. Application File

The application, personal references, and other reference documents received prior to the employment of a professional employee shall be maintained in a separate application file.

2. Grievance Files

Grievances, grievance answers, and materials directly related to grievances shall be maintained in Central Office administrative files separate from personnel files.

3. Maintenance of And Access to Personnel Files

The school system shall maintain one professional employee's personnel file on each employee in the Central Office of the school system. No unsigned negative or derogatory material shall be maintained in the professional employee's personnel file.

A professional employee shall be provided copies of any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be permanently attached to the material. The person or persons who place negative or derogatory material in a professional employee's personnel file shall sign the material and signify the date on which such material is forwarded for placement or is placed in the file. The Board shall not establish any other separate personnel file which is not available for the professional employee's inspection.

4. Complaints

Any valid complaint against a professional employee likely to lead to a written reprimand shall be reported to the professional employee and investigated by the administrator handling the complaint. A written copy of a status report or the completed investigation will be given to the professional employee within thirty (30) working days. If the investigation proves the complaint to be valid, a copy of the complaint along with the investigative report shall be placed in the employee's personnel file. The professional employee shall have an opportunity to respond in writing to the complaint and the investigative report. Said professional employee's written response shall be stapled to the copy of the complaint and investigative report. Any complaint, which is found to be invalid after the investigation, shall not be placed in the professional employee's personnel file. A professional employee may request to the respective supervisor the personnel file be purged of negative material after a duration of three (3) years.

5. Use of Files

Central office shall keep a log with each file indicating the persons who examine a personnel file as well as the date and the reason such requests were made.

No negative or derogatory documents shall be placed in the personnel file of a professional employee after the termination of employment except when an employee resigns to avoid termination, in which case a written copy of the completed investigation of a complaint found to be valid may be placed in the file at the discretion of the Board. This shall not preclude placement in the file of numerical/statistical data relative to the termination/retirement of a professional employee.

6. Access to Personnel Files

Access to personnel files shall be subject to the provisions of the Open Records Law.

A professional employee shall have the right, upon reasonable prior request, to review the contents of his/her personnel file in the Central Office under supervision and to receive copies of any documents contained therein at the employee's expense. A professional employee shall be entitled to have a representative accompany him/her during such review. Upon written authorization by the professional employee, the representative, in the presence of the employee, shall have the right to examine and/or obtain copies of materials in the professional employee's personnel file. The first copy will be at no cost to the employee while each copy thereafter will be at \$0.15 per page.

G. Student Discipline Procedures

1. Board Support and Assistance

The Board recognizes its responsibility to give all reasonable support and assistance to professional employees with respect to the maintenance of control and discipline in the classroom.

2. Loss of Pay

Refer to Tennessee Code Annotated Section 49-5-714..

3. Code of Conduct Annual Review

Each teacher shall annually receive a hard copy of the *Johnson City Schools Student Code of Conduct*. Each school administrator is responsible for reviewing the Code of Conduct with all staff members.

Sick Leave / Bereavement Leave

The Board shall grant the accumulation and transfer of sick leave as provided in TCA 49-5-710. Sick leave shall be interpreted to mean leave of absence because of illness of a professional employee from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a professional employee, including but not limited to the professional employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, and partner. The transfer of sick leave shall mean the accumulated sick leave earned from previous employment in a Tennessee school system, or other agency, department, or institution of Tennessee or any state college or university, provided employment with the system begins within two (2) years of previous employment.

The Association shall have the right to maintain a Sick Leave Bank in accordance with TCA 49-5-801 through TCA 49-5-810. The Sick Leave Bank shall not be used for maternity leave unless complications arise which are verified by a physician's written statement. See Appendix D for Sick Leave Bank Information.

A. Temporary Leaves of Absence

Each professional employee shall be entitled to the following temporary leaves of absence each school year.

1. Personal Leave

At the beginning of each year, each professional employee shall be credited with three (3) days to be used for the professional employee's personal business without loss of pay (JCS Board Policy 5.303). Up to three (3) days of unused personal leave will be converted to sick leave. These personal leave days shall be used for any purpose at the discretion of the professional employee. A professional employee planning to use a personal leave day shall notify the immediate supervisor at least one (1) day in advance except in cases of emergency. Requests for personal leave must comply with JCS Board Policy 5.303.

2. Jury and Legal

Any professional employee called for jury duty during school hours, required to appear in any school related judicial or administrative proceeding, or who shall be asked to testify in any school related arbitration matters shall be provided such time with no loss in pay or benefits. Any fees or remuneration the professional employee receives during such leave shall be remitted to the Johnson City School System. The building principal must be notified prior to the service by completing a request for leave.

3. Vacation Leave

- a. All professional employees shall have ten (10) days paid vacation per year in accordance with TCA 49-6-3004 and the local school calendar as established by the Board of Education.
- b. All professional employees who are paid on the eleven or twelve month teacher salary scale will earn a day of vacation leave for each month (20 days) of work over the normal 10 month contract. Maximum vacation days that can be earned by an employee working a twelve-month teacher contract is two (2) days. Maximum vacation days that can be earned by an employee working on an eleven month teacher contract is one (1) day. These days will be converted to sick leave if they are not used by December 31 of the following year in which they were earned.

- c. All professional employees who work the 11 or 12 month administrative calendar will earn vacation as follows:

<i>YEARS OF SERVICE</i>	<i>11 MONTH EMPLOYEE VACATION DAYS</i>	<i>12 MONTH EMPLOYEE VACATION DAYS</i>
0-10	14	15
11–Retirement	18	20

Years of service will be determined in the same manner as utilized in calculating where the individual fits on his or her salary schedule.

Up to five (5) vacation days not utilized by certified employees who work eleven or twelve administrative calendar months before December 31 of the following year will be converted to sick leave.

4. U. S. Military Training and Active Duty

Any professional employee who is a member of the U. S. Military and is participating in training and active duty shall be granted temporary leave with pay for the purpose of attending training or active duty for training annually for a period not to exceed twenty (20) work days per calendar year.

5. Released Time and Funding for Academic Meetings

Released time with or without pay and funding for academic meetings will be considered on an individual basis by the Superintendent upon receipt of a principal-approved written request.

6. Professional Organization Leave

A total of thirty (30) days with pay shall be made available to members of a Professional Organization to be used to attend state or national organizational meetings. No single teacher shall use more than two (2) days of the thirty (30) days unless the person is serving in a state or national capacity.

The leave must be requested at least two weeks in advance of the anticipated absence when possible. The leave must be approved by the principal and the Superintendent or his designee. The Organization must reimburse the school system for all costs associated with hiring a substitute teacher for the day's absence (base pay, FICA, and Medicare).

7. Other

Other temporary leaves of absence, which are requested in writing, may be granted with or without pay by the Superintendent.

B. Extended Leaves of Absence

Extended leaves of absence shall be granted in accordance with TCA 49-5-702 and shall follow the requirements of TCA 49-5-703 through TCA 49-5-708, TCA 49-5-712, and TCA 49-5-713 and the Family Medical Leave Act.

C. Disability/Parental Leave

All certified employees shall be eligible for disability/parental leave as stipulated in TCA 49-5-702 and shall follow the requirements of TCA 49-5-703 through TCA 49-5-708, TCA 49-5-712, and TCA 49-5-713 and the Family Medical Leave Act.

1. Notification

For foreseeable leave, the employee shall provide the Superintendent at least thirty (30) days' notice.

2. Return Rights

The professional employee who has been on disability/parental leave for up to one year (12 months) shall have the right to return to previously assigned duties. Upon returning to employment, the professional employee shall assume all previous rights and privileges in accordance with TCA 49-5-705.

3. Pay

A professional employee returning from parental/disability leave shall be paid based upon degree and experience according to the salary schedule in effect at the time of return.

4. Extensions

Upon written request to the Superintendent by the professional employee, said leave may be extended for a period not to exceed one year (12 months) without guarantee of return to the original position. The assignment will be at the discretion of the Superintendent.

D. Military

Leave of absence shall be granted to a professional employee for any extended period of active military service in the Reserves or National Guard beyond the 20 days stipulated above. The professional employee will be compensated the difference in his/her regular pay and his/her military pay while engaged in active military service. Upon completion of such military service, the professional employee shall be entitled to assume a position within the system for which he/she has a license (the same position if the leave is for only one year). The employee shall receive fringe benefits and shall be paid according to the professional employee's training and experience by the salary schedule in effect when the professional employee returns from leave. Credit for military experience for salary rating purposes shall be granted up to a maximum of five years in accordance with Rules, Regulations, and Minimum Standards of the Tennessee State Department of Education.

E. Educational Improvement

A leave of absence without pay for up to one (1) year may be granted to any professional employee, upon application, for the purpose of engaging in study at an accredited college or university. Such study shall be reasonably related to current professional responsibilities, anticipated areas of teacher shortage, and/or system needs. Upon return from such leave, a professional employee shall be entitled to a comparable position, shall receive fringe benefits, and shall be paid according to the salary schedule in effect when the professional employee returns from leave.

F. Recuperation of Health

A leave of absence without pay for up to one (1) year shall be granted to any professional employee, upon application with a doctor's statement and approval of the Superintendent of Schools for the purpose of recuperation of health. Upon return from such leave, the professional employee shall be entitled to assume the same position, shall receive fringe benefits, and shall be paid according to the salary schedule in effect at the time of return. An extension may be requested and, with approval, granted in accordance with TCA 49-5-704 and TCA 49-5-705.

G. Good Cause

Other extended leaves of absence without pay may be requested in writing and may be granted by the Superintendent for good reason.

H. Return from Leave

Any certified employee on extended leave shall, at least thirty (30) days prior to the date of return, notify the Superintendent in writing if there is no intent to return to the position from which leave was taken.

Fringe Benefits

A. Unused Personal Leave

At the beginning of each year, each professional employee shall be credited with three (3) days to be used for the professional employee's personal business without loss of pay. Up to three (3) days of unused personal leave will be converted to sick leave. These personal leave days shall be used for any purpose at the discretion of the professional employee.

B. National Board Certification

Teachers who are initiating or renewing their National Board Certification will be provided up to four (4) professional days to help complete the application process. *See differentiated pay plan (Exhibit 1).*

Insurance

The parties agree that the following article, Insurance, will be reopened on or before March 15 of each subsequent year for the term of this Agreement (MOU). All changes and/or modifications shall be attached annually to this Agreement (MOU).

A. Health and Major Medical

1. The Policy

The school system shall continue to participate in a self-insured health insurance plan that meets or exceeds the state insurance plan.

2. Retiree Health Insurance

a. The Policy

Retirees meeting the eligibility requirements set by ParTNers for Health State Group Insurance Program will be able to continue coverage until the retiree becomes eligible for Medicare due to age.

https://www.tn.gov/content/dam/tn/finance/fa-benefits/documents/retirement_guide_le_2021.pdf

b. Premiums

Premiums are as follows:

- 1) Individual retiree premiums will be paid the the Board of Education if the following conditions are met:
 - a) has worked at least TEN (10) years in the Johnson City School System
 - AND**
 - b) has been covered under the school system health insurance program the last FIVE CONSECUTIVE YEARS prior to retirement.
 - AND**
 - c) can retire under the State Consolidated Retirement System WITH FULL RETIREMENT BENEFITS (meeting age and/or service requirements for full benefits or a full medical disability retirement).
- 2) Retirees NOT meeting the above criteria and who retire AFTER July 1, 1996 with at least 20 years' service with the Johnson City School System and were covered by the school system's health insurance for at least five consecutive years immediately prior to retirement are eligible for retiree's insurance at forty percent of the premium charged by the State of TN. Johnson City School System will pay sixty percent of the premium charged by the State of TN. Johnson City School System will pay sixty percent of the State premium.

- 3) Retirees, other than medical disability, with less than 20 years' service who do NOT meet the requirements of a) through c) above but are eligible for health insurance coverage under the guidelines set by ParTNers for Health State Group Insurance Program will be responsible for 100% of the premium.

c. Dependent Coverage

Retiree + Child, Retiree + Spouse, and Family coverage shall be at a premium equal to the amount of the premium that active employees pay for family coverage less the single premium if the employee qualifies for free single coverage.

d. Coverage Age Limit

The retiree choosing to maintain health insurance coverage may do so until age 65. If the retiree has dependent coverage (spouse or child) and reaches age 65 before his/her dependent (s), the retiree may continue coverage on the dependent only at the same rate as defined above until the spouse reaches age 65 or adult dependent (s) reach age 26. A physically or mentally disabled child that has supplied the necessary documentation to the State Group Insurance Program and has been approved shall be covered.

e. Surviving Spouse and Dependents

Through the State Group Insurance Program, surviving dependents will receive up to six months of extended health insurance without charge. Dependents must be covered at the time of the retiree's death and continue to meet eligibility rules. The surviving dependent must apply to continue within 60 days of the expiration of the six months of extended coverage or within a 60-day notice of the termination of coverage, whichever is later.

B. Life Insurance

The Johnson City School System shall provide life insurance to certified employees, free of charge to the individual in the following amounts, based on years of service in the Johnson City School System.

<u>SERVICE</u>	<u>AMOUNT OF SERVICE</u>
Less than two (2) years	1 x annual regular salary
Over two (2) years	2 x annual regular salary

C. Dental Insurance

A dental insurance plan shall be provided by the Johnson City School System providing the following benefits. Dental insurance for adult children dependents will end at age 26.

D. Coverage Period

Coverage begins the first day of the month following date of becoming eligible (start date)

E. Continuation

Coverage through extended Periods of Leave will follow the guidelines set in ParTNers for Health Eligibility and Enrollment Guide for Local Education Employees.

1. Employees on Paid Leave

If the period of leave falls under the Family and Medical Leave Act, for the 12-week period under FMLA the employee premium rate will be deducted from the employee's regular paycheck. If the period of leave does not fall under FMLA, the employee is responsible for the full Premium charged by the State Group Insurance Program.

2. Unpaid Leave

Certified employees on approved unpaid leave that falls under the Family and Medical Leave Act, for the 12-week period under FMLA, will owe employee monthly rates in advance during the leave period. If the leave does not fall under the FMLA 12-week period, the full Premium charge by the State Group Insurance Program is charged. After the first month of unpaid leave not within FMLA, the employee may choose to suspend coverage. Upon return to work the employee may reinstate coverage by submitting an application to the agency benefits coordinator within 30 days.

Salaries and Wages

The parties agree that the following article, Salary and Wages, will be reopened on or before March 15 of each subsequent year for the term of this Agreement (MOU). All changes and /or modifications shall be attached annually to this Agreement (MOU).

A. Salary Schedule

Salary schedules shall be conferenced and attached annually to the MOU. Career Ladder supplements earned by teachers for Career Level I, II or III shall be paid in two payments, one payment on or before the first working day in December and the other payment on or before the last teacher work day of the school year. Any teacher who does not fulfill the first 100 days or the last 100 days would be obligated to refund Career Ladder pay for the days not worked.

B. Supplemental Pay Schedule

All certified professional employees who have paid supplemental duties assigned other than supplemental duties subject to the Comprehensive Education Reform Act shall be paid according to the supplemental pay schedule.

C. Placement on the Salary Schedule

1. Adjustment to Salary Schedule

Each professional employee shall be placed on the proper step on the salary schedule on the effective date of this MOU in accordance with paragraph two (2) below.

2. Credit for Experience

It is the responsibility of each professional employee to document teaching experience and academic training and provide to the Payroll Department in a timely manner. Each professional employee shall be awarded full credit for allowable teaching experience and academic training as established under the State Board of Education Rules, Regulations, and Minimum Standards 0520-1-209.

3. Delivery

If employees receive a paper check, it will be delivered in windowed envelopes at their building.

Duration

The provisions of this agreement will be binding on the Parties for a period of three years from the date of its approval by the board of education as an item on the agenda of a regular or special called board meeting.

A. Modification of Agreement

Upon agreement of both parties, other Articles or issues may be conferenced in conjunction with Salary and Insurance.

B. Severability

If any article or part of this Memorandum of Understanding is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the Memorandum shall not be affected, and all parties shall immediately re-enter collaborative conferencing for the purpose of reaching a mutually satisfactory replacement for such article or part.

APPENDIX A

**COLLABORATIVE CONFERENCING
GROUND RULES**

November 14, 2022 – November 13, 2025

APPENDIX A

Ground Rules for Collaborative Conferencing

1. Commitment to consensus collaborative process will be maintained,
2. If a section is not reached by consensus it will not be included in MOU,
3. A quorum of five (5) members of each team will be required in person or virtually for consensus decisions,
4. Agreements will be made by consensus,
5. As each MOU section is reviewed/completed that section will be closed. Each section will be reviewed in writing, if a section needs to be reviewed once closed a Quorum is required to re-open the section,
6. Open Salary, Wages, and Insurance on or before March 15,
7. By consensus, all ground rules can be modified and/or adapted as needed,
8. Complete and timely sharing of information which may include the inclusion of others to secure necessary information,
9. Requests for information will be made through the chief collaborators,
10. Press releases will be joint endeavors,
11. All written communication will be mutually constructed and a summary shared with constituencies.
12. Discussion of issues will be confined to the group,
13. Stay on task,
14. Honor time lines, meeting dates, stay committed,
15. Be responsive to facilitator,
16. Freedom of movement will be honored,
17. Atmosphere will be casual,
18. The process will be internally monitored,
19. All are equal participants,
20. Respectful listening; one person talking at a time,

21. Caucus by mutual agreement,
22. Set date, time, and agenda items for next meeting prior to close of each session,
23. Printed summary provided and reviewed at next session,
24. Include a final date for last review of MOU; and,
25. Share responsibilities/costs of collaborations, i.e.: costs of materials, printing, etc.
26. All meetings can be conducted through in person gatherings or a virtual platform mutually agreed to by both chief collaborators.

APPENDIX B

200 DAY ACCOUNTABILITY REPORT

November 14, 2022 – November 13, 2025

APPENDIX B

200 Day Accountability Report

Each public school system shall maintain a term of not less than two hundred (200) days, divided as follows;

1. One hundred eighty (180) days for classroom instruction;
2. Ten (10) days for vacation with pay;
3. Five (5) days for in-service education;
4. One (1) day for teacher-parent conferences; and
5. Four (4) other days as designated by the local board of education upon the recommendation of the superintendent of schools. *

*** One (1) Teacher Work Day (minimum) where teachers have uninterrupted time to prepare their classroom. Prior to the first student day teachers shall be granted 7 (seven) hours of time dedicated solely for preparation of classrooms. This maybe one uninterrupted day or two 3.5 hour blocks.**

Three (3) Administrative Days for activities determined by the principal.

APPENDIX C

WORKERS COMPENSATION

November 14, 2022 – November 13, 2025

APPENDIX C

Workers Compensation

Johnson City Schools maintains workers' compensation protection for employees that sustain work-related injury or illness while acting in the scope and course of their employment. This protection pays for approved medical expenses within the legal requirements of the workers' compensation act.

When an employee is injured on the job, and that injury is compensable under workers' compensation coverage, he/she may receive workers' compensation benefits for medical costs and disability compensation as provided by law (if the employee is out of work more than 7 working days for said injury). The employee must choose from a medical panel of three general practitioners (the panel of workers' compensation doctors are established by the Board of Education see BOE Policy 3.602) when receiving care from an on-the-job injury. For medical expenses to be paid by workers' compensation, the employee must see a doctor on this panel, and may not go to his/her own doctor. Any specialized treatment of injuries must be administered by practitioners or specialists upon referral by the medical panel. The use of sick leave, for the first seven days of disability will be reinstated to the employee's account upon exceeding the 7th day of disability.

When employees are being compensated under workers' compensation benefits, service credit is **not** applied to the employee's retirement account with Tennessee Consolidated Retirement System or to the employee's service credit for teaching experience with the State Department of Education Office of Local Disbursements. For the employee to maintain group medical/dental insurance the employee must make insurance premium payments directly to the finance department. Salaried employees who are off from work on workers compensation will have their regular pay adjusted for actual days worked.

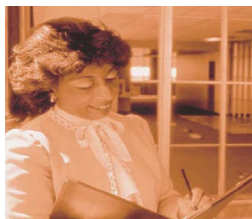
The Board of Education reserves the right to request a doctor's certificate from any employee who is returning to work following a work-related accident or illness. Employees who are returning to work must have written clearance from his/her treating physician to perform the essential functions of his/her current job.

The doctor's certificate must allow us:

1. to determine if the individual meets the ADA definition of "individual with a disability," if an accommodation has been requested
2. to determine if the person can perform the essential functions of the job currently held, (or held before the injury or illness), with or without reasonable accommodation, and without posing a "direct threat" to health or safety that cannot be reduced or eliminated by reasonable accommodation
3. to identify an effective accommodation that would enable the person to perform the essential job functions in the current (previous) job, or in a vacant job for which the person is qualified (with or without accommodation)

You Have a Right to a Safe and Healthful Workplace. IT'S THE LAW!

- You have the right to notify your employer or TOSHA about workplace hazards. You may ask TOSHA to keep your name confidential.
- You have the right to request a TOSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in the inspection.
- You can file a complaint with TOSHA within 30 days of discrimination by your employer for making safety and health complaints or for exercising your rights under the TOSHA Act or the Tennessee Hazardous Chemical Right-to-Know Act.
- You have a right to see TOSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violation.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have rights under the Tennessee Right to Know Law concerning hazardous chemicals in your work area. Your employer must provide training about health effects, protective measures, safe handling procedures, as well as information on interpreting labels and material safety data sheets (MSDS). You must be provided access to the material safety data sheets and the workplace chemical list.
- You have the right to copies of your medical records or records of your exposure to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.



The
Tennessee
Occupational
Safety and
Health Act of
1972, T.C.A.
§§ 50-3-101 et

seq., assures safe and healthful working conditions for working men and women throughout the state. The Department of Labor and Workforce Development, Division of Occupational Safety and Health (**TOSHA**) has the primary responsibility for administering the TOSHA Act. The rights listed here may vary depending on the particular circumstances. To file a complaint, report an emergency or seek TOSHA advice, assistance or information, call 1-800-249-8510 or your nearest TOSHA office. • Chattanooga (423)634-6424 • Jackson (731)423-5641 • Kingsport (423)224-2042 • Knoxville (865)594-6180 • Memphis (901)543-7259 • Nashville (615) 741-2793. To file a complaint online or obtain information on Federal OSHA and other state programs, visit OSHA's website at www.osha.gov. For additional information on TOSHA visit www.state.tn.us/labor-wfd/tosha.html Tennessee Department of Labor and Workforce Development, Authorization No. 337281, 25,000 copies, November, 2000.

TENNESSEE WORKERS' COMPENSATION INSURANCE POSTING NOTICE

How to Report Work-Related Injuries

What should be done if injured at work?

Employee

1. Immediately **report the injury** to the employer representative named below.
2. **Select a treating physician** from a panel provided by your employer.
3. If you have questions or problems, contact the employer representative or the Bureau of Workers' Compensation.

Employer

1. Complete your company's internal "Workplace Injury form" and **notify your workers' compensation insurance company** immediately, even if you have concerns about the validity of the claim.
2. **Offer a panel of physicians** to the employee via Form C-42 available on the Bureau's website. *In cases of emergency, call an ambulance and provide this form as soon as the injured employee has stabilized.*

Employer representative: City of Johnson City – Dept. of Risk Management

Debbie Sutherland, Risk Mgmt. Specialist – Ph. 423-434-6006; Fax 423-232-7145

Printed name and title of the employer representative to be notified in the event of a work-related injury

Joy Baker, Dir. of Risk Mgmt. – Ph. 423-434-6006; Fax 423-232-7145

Printed name of an alternative employer representative to be notified in the event of a work-related injury

Risk Management Dept. – Main Line Ph. 423-434-6006; Fax 423-232-7145

Telephone number of employer representative to notify in event of a work-related injury

City of Johnson City, Dept. of Risk Mgmt., 601 E. Main St., Johnson City, TN 37601

Address of employer representative to notify in event of a work-related injury

The Tennessee Bureau of
Workers' Compensation is
available to help both
employees and employers.



220 French Landing Dr. 1-B
Nashville, TN 37243-2667
800-332-2667
615-532-4812 TTD: 800-332-2257
tn.gov/workerscomp

Workers' Compensation law requires this notice to be posted in a conspicuous place at the work site at all times.

LB-0922 (REV. 4/18)

Authorization No. 337545

RDA 10183

REPORTING WORK-RELATED INJURIES WORKERS' COMPENSATION

1. Injuries must be reported to supervisors immediately upon occurrence.
2. Employee should complete Form C20 - "TDOL Employers' First Report of Work Injury or Illness." The secretary or manager at your facility will have the injury report form.
3. **Employee must personally deliver the completed injury report form (C-20) to the Risk Management Department (601 E. Main Street).** The employee will be counseled regarding their workers' compensation benefits and approved medical providers. This process requires approximately 15 minutes.

In the event of an emergency, employee should immediately seek treatment at the nearest medical facility. Reporting procedures should then be followed as soon as reasonably possible following treatment.

Evening/weekend/holiday injuries should be reported to Risk Management on the next business day (Monday – Friday, 8:00 a.m. – 5:00 p.m.).

Approved treatment facilities: All medical treatment, *other than emergencies*, should be obtained from one of the following "approved medical providers":

- **MedWorks @ The Wellness Center – Dr. Bishop, Med. Director**
Ph. 423-915-5033
200 Med Tech Pkwy., Suite 108, Johnson City, TN 37604
- **Elizabethton First Assist – Dr. Clayton, Lead Physician**
Ph. 423-542-8929
1497 West Elk Ave., Suite 11, Elizabethton, TN 37643
- **Franklin Woods Community Hospital – Emergency Room**
Ph. 423-302-1200
300 Med Tech Park, Johnson City, TN 37604
- **Johnson City Eye Clinic - (*Eye Injuries Only*)**
Ph. 423-929-2111
110 Med Tech Parkway, Johnson City, TN 37604

* If referral to a medical specialist is required, please consult with Risk Management for a panel of approved physicians in a particular area of expertise.

Late reporting: If an injury is not reported within the initial 24 hour period, a full explanation must be provided. If an employee is unable or refuses to sign the state form, the reason must be given.

**FOR ADDITIONAL INFORMATION REGARDING THE CITY'S WORKERS' COMPENSATION
PROGRAM, CONTACT RISK MANAGEMENT:
Main Line: 423-434-6006; Fax: 423-232-7145**

For Injury, Accident, or Claim information, contact:

Debbie Sutherland, Risk Management Specialist – 434-6006 dsutherland@johnsoncitytn.org
Kim Shepard, Risk Management Specialist – 434-6013 kshepard@johnsoncitytn.org
Joy Baker, Director of Risk Management – 434-6010 jbaker@johnsoncitytn.org

For occupational health and safety information, contact:

Missie Richardson, Occupational Health & Safety Coordinator – 434-6005
mrichardson@johnsoncitytn.org

APPENDIX D

SICK LEAVE BANK

November 14, 2022– November 13, 2025

APPENDIX D

Sick Leave Bank

SICK LEAVE BANK HIGHLIGHTS

According to state law, a sick bank may be established by any local school system.

Only one bank is allowed per system.

Only certified personnel are eligible under the provisions of the law.

Twenty (20) certified employees must petition to form a sick leave bank.

The Board of Education must approve the establishments of a sick leave bank.

The Board of Education and the employee organization select the trustees.

The trustees will notify all teachers that they are eligible to participate.

Teachers may sign up during the months of August, September, and October.

An initial donation of three (3) days is required.

A member's personal and sick leave must be exhausted before he/she will be granted days.

Members may withdraw, resulting in the loss of all days contributed.

SICK LEAVE BANK APPLICATION

**Johnson City Schools
Sick Leave Bank**

A Sick Leave Bank is an entity which provides for the sharing of sick leave days among the certified participants according to regulations established by the Board of Trustees of the Sick Leave Bank.

All certified employees participating in the Johnson City Schools Sick Leave Bank will be subject to the provisions and guidelines established by the Board of Trustees of the Johnson City Schools Sick Leave Bank as well as to the regulations listed in the Tennessee Code Annotated (TCA), Items 49-5-801 through 49-5-810.

Eligibility requirements are identified in TCA 49-5-710.

The Board of Trustees of the Johnson City Schools Sick Leave Bank has established the following guidelines to govern the functions of the Sick Leave Bank:

A minimum of twenty (20) participants are required to establish the bank.
to be eligible to request days from the bank, a participant must have
exhausted personal sick leave
days, and
exhausted all personal days.

Participants may request days from the bank in units up to twenty (20) days. However, participants requesting days from the bank for an illness/injury which existed at the time of sign-up may request days in units up to ten (10) days.

Participants requesting days from the bank are required to submit a medical doctor's statement to verify their condition. The Board of Trustees may require a second opinion. Participants requesting days from the bank must provide a minimum of ten (10) days advance notice, although exceptions may be made in emergency situations.

No "retroactive" days may be requested from the bank.

Days not used will be returned to the bank. Trustee meetings will be called by the chair of the Board of trustees of the Johnson City Schools Sick Leave Bank.

**Johnson City Schools
*Application for Participating in the
Johnson City Schools Sick Leave Bank***

I hereby request membership in the Johnson City Schools Sick Leave Bank based upon the following conditions:

I agree that an initial contribution from my accumulated sick leave of three (3) sick leave days be deposited in the Johnson City Schools Sick Leave Bank.

I agree that the trustees of the Johnson City Schools Sick Leave Bank may assess additional sick leave days from my personal sick leave accumulations

*When the balance in the bank drops below
twenty (20) days.*

*When the balance in the bank drops below one
(1) day per member.*

*When the trustees deem it advisable to make
additional assessments.*

Failure to honor such assessments will result in termination of membership.

I agree that after my personal sick leave and personal leave are exhausted, I will have an opportunity to request sick days from the Sick Leave Bank subject to

*the rules and regulations established for
operating the bank, and*

*Tennessee state law, Tennessee Code Annotated
(TCA) 49-5-801 through TCA 49-5-810.*

4. I understand that I have the right to withdraw any membership with forfeiture of all sick leave days contributed if I request by June 30 of any year that my withdrawal be effective for the ensuing year.

5. I understand that my membership in the Johnson City Schools Sick Leave Bank will

*cease upon my retirement,
cease upon termination of my employment from
the Johnson City Schools, or
cease during periods of my approved leave –
with exception of personal illness and disability
leave.*

Signature of Applicant: _____

Applicant Section

Name _____ Date of Application _____

Social Security Number _____ School _____

*Number of days requested _____ (Any not used will be returned to sick leave bank)

Sick Leave to be used beginning _____ through _____
(Date) (Date)

Yes

No

☐☐

Did present illness/injury exist prior to membership in the Sick Leave Bank?

Justification for request: (Please attach required doctor's statement to this form.)

Signature of Applicant

*Limitation of 10 days for illness/injury existing before membership in sick leave bank and 20 days for all other illnesses or injuries. No retroactive days will be granted.

For Central Office Use Only

Date of Receipt by Finance/Payroll Office _____

Yes

No

☐☐

Applicant has used all available sick leave/ If no, how many days remaining? _____

☐☐

Applicant has used all available personal leave/If no, how many days remaining? _____

☐☐

Second medical opinion requested

☐☐

Second medical opinion received

Date applicant was hired _____ Date applicant joined sick leave bank _____

Number of days left in sick leave bank _____

Number of employees belonging to sick leave bank _____

Signature of Payroll Technician

Date

Sick Leave Bank Trustees' Action

Date of Board of Trustees Action _____

Request Granted

☐

Number of Sick Days Approved _____

Request Denied

☐

Reason for denial _____

Chairman of Board of Trustees Signature

NAME: (Last) _____ (First) _____ (M.I.) _____

SOCIAL SECURITY NUMBER _____

Form Revised 8/2/10

APPENDIX E

CERTIFIED SALARY

SCHEDULES

July 1, 2022 – JUNE 30, 2023

JOHNSON CITY SCHOOLS

2022-2023

5.00%

10 MONTH TEACHER

YEARS	BA	MA	MA+30	EDS	EDD
0	\$46,725	\$50,925	\$52,511	\$54,199	\$57,435
1	\$47,706	\$51,994	\$53,666	\$55,392	\$58,700
2	\$48,708	\$53,086	\$54,847	\$56,609	\$59,991
3	\$49,731	\$54,201	\$56,054	\$57,854	\$61,309
4	\$50,775	\$55,339	\$57,287	\$59,126	\$62,660
5	\$51,842	\$56,501	\$58,549	\$60,428	\$64,037
6	\$52,930	\$57,688	\$59,836	\$61,757	\$65,446
7	\$54,042	\$58,899	\$61,153	\$63,117	\$66,885
8	\$55,177	\$60,136	\$62,498	\$64,505	\$68,357
9	\$56,335	\$61,399	\$63,872	\$65,923	\$69,861
10	\$57,518	\$62,689	\$65,278	\$67,374	\$71,398
11	\$58,726	\$64,005	\$66,714	\$68,858	\$72,969
12	\$59,960	\$65,349	\$68,182	\$70,372	\$74,572
13	\$61,219	\$66,721	\$69,682	\$71,920	\$76,215
14	\$62,504	\$68,123	\$71,214	\$73,502	\$77,892
15	\$63,817	\$69,553	\$72,782	\$75,119	\$79,605
16	\$65,093	\$70,944	\$74,383	\$76,772	\$81,355
17	\$66,395	\$72,363	\$76,019	\$78,460	\$83,146
18	\$66,395	\$72,363	\$76,019	\$78,460	\$83,146
19	\$66,395	\$72,363	\$76,019	\$78,460	\$83,146
20	\$67,125	\$73,159	\$76,855	\$79,324	\$84,061
21	\$67,125	\$73,159	\$76,855	\$79,324	\$84,061
22	\$67,125	\$73,159	\$76,855	\$79,324	\$84,061
23	\$67,125	\$73,159	\$76,855	\$79,324	\$84,061
24	\$67,125	\$73,159	\$76,855	\$79,324	\$84,061
25	\$67,830	\$73,927	\$77,701	\$80,196	\$84,984
26	\$67,830	\$73,927	\$77,701	\$80,196	\$84,984
27	\$67,830	\$73,927	\$77,701	\$80,196	\$84,984
28	\$67,830	\$73,927	\$77,701	\$80,196	\$84,984
29	\$67,830	\$73,927	\$77,701	\$80,196	\$84,984
30	\$67,830	\$73,927	\$77,701	\$80,196	\$84,984

JOHNSON CITY SCHOOLS

2021-2022

5.00%

11 MONTH TEACHER

YEARS	BA	MA	MA+30	EDS	EDD
0	\$51,398	\$56,018	\$57,761	\$59,617	\$63,178
1	\$52,477	\$57,194	\$59,031	\$60,929	\$64,566
2	\$53,579	\$58,395	\$60,333	\$62,269	\$65,986
3	\$54,704	\$59,621	\$61,659	\$63,639	\$67,438
4	\$55,853	\$60,873	\$63,015	\$65,038	\$68,922
5	\$57,026	\$62,152	\$64,401	\$66,470	\$70,438
6	\$58,223	\$63,457	\$65,816	\$67,932	\$71,988
7	\$59,446	\$64,789	\$67,266	\$69,427	\$73,572
8	\$60,694	\$66,150	\$68,746	\$70,952	\$75,190
9	\$61,969	\$67,539	\$70,258	\$72,514	\$76,844
10	\$63,270	\$68,957	\$71,804	\$74,109	\$78,536
11	\$64,599	\$70,406	\$73,384	\$75,741	\$80,264
12	\$65,955	\$71,884	\$74,999	\$77,407	\$82,028
13	\$67,341	\$73,394	\$76,648	\$79,110	\$83,834
14	\$68,755	\$74,935	\$78,333	\$80,850	\$85,678
15	\$70,199	\$76,509	\$80,057	\$82,629	\$87,563
16	\$71,603	\$78,039	\$81,817	\$84,447	\$89,490
17	\$73,035	\$79,599	\$83,619	\$86,305	\$91,458
18	\$73,035	\$79,599	\$83,619	\$86,305	\$91,458
19	\$73,035	\$79,599	\$83,619	\$86,305	\$91,458
20	\$73,838	\$80,475	\$84,538	\$87,254	\$92,464
21	\$73,838	\$80,475	\$84,538	\$87,254	\$92,464
22	\$73,838	\$80,475	\$84,538	\$87,254	\$92,464
23	\$73,838	\$80,475	\$84,538	\$87,254	\$92,464
24	\$73,838	\$80,475	\$84,538	\$87,254	\$92,464
25	\$74,613	\$81,320	\$85,468	\$88,213	\$93,481
26	\$74,613	\$81,320	\$85,468	\$88,213	\$93,481
27	\$74,613	\$81,320	\$85,468	\$88,213	\$93,481
28	\$74,613	\$81,320	\$85,468	\$88,213	\$93,481
29	\$74,613	\$81,320	\$85,468	\$88,213	\$93,481
30	\$74,613	\$81,320	\$85,468	\$88,213	\$93,481

JOHNSON CITY SCHOOLS

2022-2023

5.00%

12 MONTH TEACHER

YEARS	BA	MA	MA+30	EDS	EDD
0	\$56,070	\$61,110	\$63,013	\$65,036	\$68,920
1	\$57,247	\$62,393	\$64,399	\$66,468	\$70,435
2	\$58,450	\$63,704	\$65,814	\$67,930	\$71,986
3	\$59,677	\$65,041	\$67,264	\$69,425	\$73,569
4	\$60,930	\$66,407	\$68,744	\$70,950	\$75,188
5	\$62,210	\$67,802	\$70,256	\$72,512	\$76,842
6	\$63,516	\$69,226	\$71,802	\$74,107	\$78,533
7	\$64,850	\$70,679	\$73,381	\$75,738	\$80,259
8	\$66,212	\$72,164	\$74,995	\$77,404	\$82,026
9	\$67,602	\$73,679	\$76,645	\$79,108	\$83,831
10	\$69,022	\$75,226	\$78,331	\$80,848	\$85,675
11	\$70,472	\$76,806	\$80,055	\$82,626	\$87,559
12	\$71,951	\$78,419	\$81,815	\$84,444	\$89,487
13	\$73,462	\$80,066	\$83,615	\$86,302	\$91,455
14	\$75,005	\$81,747	\$85,456	\$88,200	\$93,466
15	\$76,580	\$83,464	\$87,336	\$90,140	\$95,523
16	\$78,112	\$85,133	\$89,257	\$92,123	\$97,625
17	\$79,674	\$86,836	\$91,221	\$94,151	\$99,773
18	\$79,674	\$86,836	\$91,221	\$94,151	\$99,773
19	\$79,674	\$86,836	\$91,221	\$94,151	\$99,773
20	\$80,550	\$87,791	\$92,225	\$95,185	\$100,870
21	\$80,550	\$87,791	\$92,225	\$95,185	\$100,870
22	\$80,550	\$87,791	\$92,225	\$95,185	\$100,870
23	\$80,550	\$87,791	\$92,225	\$95,185	\$100,870
24	\$80,550	\$87,791	\$92,225	\$95,185	\$100,870
25	\$81,396	\$88,713	\$93,237	\$96,233	\$101,979
26	\$81,396	\$88,713	\$93,237	\$96,233	\$101,979
27	\$81,396	\$88,713	\$93,237	\$96,233	\$101,979
28	\$81,396	\$88,713	\$93,237	\$96,233	\$101,979
29	\$81,396	\$88,713	\$93,237	\$96,233	\$101,979
30	\$81,396	\$88,713	\$93,237	\$96,233	\$101,979

EXHIBIT 1

Differentiated Pay Plan

July 1, 2022 – July 30, 2023

Johnson City 2022-23 Differentiated Pay Plan

Hard-to-Staff	<input checked="" type="checkbox"/>
Instructional Roles	<input checked="" type="checkbox"/>
Performance	<input type="checkbox"/>
Alternative Salary Schedule	<input type="checkbox"/>

Hard to Staff (School, Subject, or Placement)	
Description	<p>If no qualified teacher responds to a second posting or newspaper advertisement the position will be reposted and advertised in local and regional newspapers, at colleges and universities and on statewide websites, a \$3,000 signing bonus will be offered, to be paid in 2 lump sum amounts during the sign-on year.</p> <p>Priority Areas: K-4 (), 5-8 (Math), 9-12 (Math)</p>
Eligibility Criteria	<p>Certified in content/grade area</p> <p>Current teachers</p> <p>New hires</p>
Compensation Type and Size	<p>Compensation Type: Bonus Bonus Type: Signing/Recruitment</p> <p>Compensation Amount: \$3,000</p>
Reach	1
Estimated Cost	\$3,500
Instructional Roles or Responsibilities	
Description	<p>1. The System will provide a stipend for teachers who mentor new teachers in the Johnson City System.</p> <p>2. Johnson City Technology Teacher Leaders are selected through a rigorous interview process. They receive intensive professional development and serve as trainers, resource providers and co-teachers for all teachers in their respective schools. They help fulfill the Board of Education's vision for our digital learning initiatives.</p> <p>3. Curriculum Council members are selected by principals to attend monthly meetings during which they receive timely and pertinent information relevant to curriculum and instruction. They then return to the school level and share this information with fellow teachers.</p> <p>Number of Unique Roles: 3</p>
Eligibility Criteria	<p>Level of overall effectiveness (LOE)</p> <p>Individual TVAAS</p> <p>Certified in content/grade area</p> <p>Years of experience</p> <p>1. Only teachers with experience in the Johnson City system will be paid as mentors.</p> <p>2. Teachers have to fill out a written application for the Technology Teacher Leader Role and go through an interview process.</p> <p>3. Curriculum Council members are selected at the school level.</p>
Compensation Type and Size	<p>1. An annual payment of up to \$500 stipend for the first teacher mentored (25 hours of mentoring), with an additional \$100 for additional teachers mentored.</p>

	2. \$500 per teacher leader service after the first year, 3. \$20 per hour for attending monthly meetings.
Reach	100
Estimated Cost	\$100,000

Performance
N/A

Alternative Salary Schedule

Is the district implementing an alternative salary schedule? No

Education*

Educators are paid on a scale which is based on their degree. Advanced degrees included Master's, Mater's +30, EDS, and EDD.

Other

Each teacher will receive a \$500 bonus upon receipt of National Board Certification if certification is achieved while hte teacher is employed by Johnson City Schools. Each teacher with National Board Certification will receive an annual stipend of \$2,000.

APPENDIX F

Insurance Rates

July 1, 2022 – July 30, 2023

2022 Employee Rates - State of TN Health Insurance

	Employee Per Check 24 Checks per Year		Employee Per Check 20 Checks per Year	
	BCBST Network S and CIGNA LocalPlus	BCBST Network P and CIGNA Open Access	BCBST Network S and CIGNA LocalPlus	BCBST Network P and CIGNA Open Access
Premier PPO				
Employee Only	97.65	107.40	117.18	128.88
Employee + Children	160.95	170.70	193.14	204.84
Employee + Spouse	200.25	219.75	240.30	263.70
Family	253.80	273.30	304.56	327.96
Family w/Both working for JCS	203.04	218.64	243.65	262.37
Standard PPO				
Employee Only	91.35	101.10	109.62	121.32
Employee + Children	150.60	160.35	180.72	192.42
Employee + Spouse	187.35	206.85	224.82	248.22
Family	237.45	256.95	284.94	308.34
Family w/Both working for JCS	189.96	205.56	227.95	246.67
Limited PPO				
Employee Only	83.70	93.45	100.44	112.14
Employee + Children	137.85	147.60	165.42	177.12
Employee + Spouse	171.45	190.95	205.74	229.14
Family	217.35	236.85	260.82	284.22
Family w/Both working for JCS	173.88	189.48	208.66	227.38
Local CDHP/HAS				
Employee Only	70.95	80.70	85.14	96.84
Employee + Children	117.00	126.75	140.40	152.10
Employee + Spouse	145.50	165.00	174.60	198.00
Family	184.50	204.00	221.40	244.80
Family w/Both working for JCS	147.60	163.20	177.12	195.84