

**THE JOHNSON CITY  
BOARD OF EDUCATION**

**AND**

**PROFESSIONAL EMPLOYEES OF  
JOHNSON CITY SCHOOLS**

**MEMORANDUM OF  
UNDERSTANDING**

**November 14, 2016 – November 13, 2019**

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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 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.

### **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 for 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. Intermediate/Middle School – Minimum of one (1) sustained hour per day.
3. Elementary School – Minimum of one (1) sustained 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.

**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 five (5) 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 or 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 Public Chapter 439 (Senate Bill 0302) of 2013.

## **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, and sisters-in-law. 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. 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.

#### **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 utilizing the Request for Temporary Leave Form.

#### **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. Holidays**

Ten month professional employees and eleven and twelve month career ladder teachers shall have holidays without pay as determined annually by the Professional Council.

Supervisors and administrators who work the administrative calendar have 11 holidays with pay for 11 month employees and 12 days for 12 month employees.

#### **5. 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.

#### **6. 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.

#### **7. 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 applied for at least two weeks in advance of the date of anticipated absence. 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).

## **8. 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 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 assume a 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 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. 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.

### **B. Substitute for Teacher to Assist with Data or Department Duties**

Any department that had a paid supplement prior to 2013-2014 will be provided a one-half day substitute teacher per nine week period. This will allow one person per department to perform duties as outlined by the principal. Each elementary school, Indian Trail Intermediate School, and Liberty Bell Middle School will be provided a one-half day substitute teacher per nine week period. This will allow one person to perform duties as outlined by the principal.

### **C. 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**

The Retiree Health Insurance Policy shall be the same policy covering the employees of the Johnson City School System with the following additional provisions:

##### **b. Premiums**

All premiums must be paid quarterly, in advance of the beginning of the quarter. Premiums are as follows:

- 1) Individual retiree premiums will be paid by 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 (30 years state service if less than age 60, age 60 and 5 or more years service, 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 the City of

Johnson City retiree premium.

- 3) Retirees, other than medical disability, with less than 20 years service who do NOT meet the requirements of a) through c) above will NOT be eligible for health insurance except under the COBRA Plan or the state insurance plan as applicable.

**c. Family Coverage**

Family or Employee + One 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. The amount will be paid per quarter. If coverage is allowed to expire due to non-payment of premiums, then right of continuance is forfeited at that time and the family will be required to answer a medical screening questionnaire and COULD be required to have a medical examination before being re-insured. (In that case, any pre-existing medical conditions MAY NOT BE COVERED.)

**d. Coverage Age Limit**

The retiree choosing to maintain health insurance coverage may do so until age 65. If the retiree has employee + one or family coverage 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. If the retiree has family coverage, the spouse is no longer eligible once he/she has reached 65. A physically or mentally disabled child that has an approved certificate of dependence shall be covered.

**e. Surviving Spouse and Dependents**

If a current employee or a retiree dies and had EE+1 or FAMILY health insurance coverage at the time of death, coverage can be retained at the current rate. The surviving spouse may continue the family coverage until attaining age 65 OR until re-marriage, whichever comes first. Dependents can be covered until the spouse remarries or the dependents reach age 26. The coverage will be converted to the Individual Dependent coverage premiums for each dependent and will be at the same rate EMPLOYEES PAY for individual insurance coverage. A physically or mentally disabled child that has an approved certificate of dependence shall be covered.

**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.

**SERVICE**  
Less than two (2) years

**AMOUNT OF INSURANCE**  
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 on date of employment.

**E. Continuation**

**1. Employees on Paid Leave**

Certified employees on leave, paid by the Johnson City School System, shall continue to have benefits. Applicable premiums shall be paid monthly IN ADVANCE by employee.

**2. Unpaid Leave**

Certified employees on approved unpaid leave have the option of continuing their benefits for the duration of the approved leave term or dropping coverage for the approved leave term. If the employee elects to continue the coverage, after twelve (12) weeks COBRA rates will be charged. Premiums must be paid monthly IN ADVANCE during the leave period.

## **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 the first working day in December and the other payment on 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, 2016 – November 13, 2019**



## **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 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 to various constituencies will be shared by both teams,
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, beyond interest development,
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.

# **APPENDIX B**

## **200 DAY ACCOUNTABILITY REPORT**

**November 14, 2016 – November 13, 2019**

## **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.**

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

# **APPENDIX C**

## **WORKERS COMPENSATION**

**November 14, 2016 – November 13, 2019**

## 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 7<sup>th</sup> 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](http://www.osha.gov). For additional information on TOSHA visit

[www.state.tn.us/labor-wfd/tosha.html](http://www.state.tn.us/labor-wfd/tosha.html) Tennessee Department of Labor and Workforce Development, Authorization No. 337281, 25,000 copies, November, 2000.

**TOSHA**



**APPENDIX D**  
**SICK LEAVE BANK**

**November 14, 2016 – November 13, 2019**

## 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.



Johnson City Schools  
P.O. Box 1517  
Johnson City, TN 37605



#### 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:

1. A minimum of twenty (20) participants are required to establish the bank.
2. to be eligible to request days from the bank, a participant must have
  - ✍ exhausted personal sick leave days, and
  - ✍ exhausted all personal days.
3. 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.
4. 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.
5. Participants requesting days from the bank must provide a minimum of ten (10) days advance notice, although exceptions may be made in emergency situations.
6. No "retroactive" days may be requested from the bank.
7. Days not used will be returned to the bank.
8. 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:

1. 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.
2. 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.

3. 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: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX E**

**CERTIFIED SALARY SCHEDULES**

**July 1, 2018 – JUNE 30, 2019**

JOHNSON CITY SCHOOLS					
		2018-2019			2.00%
10 MONTH TEACHER					
YEARS	BA	MA	MA+30	EDS	EDD
0	\$41,722	\$45,728	\$48,064	\$49,609	\$50,529
1	\$42,641	\$46,734	\$49,121	\$50,701	\$51,642
2	\$43,578	\$47,762	\$50,202	\$51,815	\$52,777
3	\$44,536	\$48,813	\$51,307	\$52,954	\$53,938
4	\$45,518	\$49,886	\$52,435	\$54,119	\$55,125
5	\$46,519	\$50,984	\$53,590	\$55,310	\$56,338
6	\$47,542	\$52,106	\$54,768	\$56,527	\$57,576
7	\$48,589	\$53,253	\$55,974	\$57,772	\$58,843
8	\$49,658	\$54,424	\$57,205	\$59,042	\$60,138
9	\$50,749	\$55,621	\$58,463	\$60,340	\$61,461
10	\$51,867	\$56,845	\$59,750	\$61,668	\$62,814
11	\$53,007	\$58,096	\$61,064	\$63,026	\$64,195
12	\$54,172	\$59,373	\$62,408	\$64,412	\$65,606
13	\$55,365	\$60,679	\$63,781	\$65,829	\$67,051
14	\$56,582	\$62,015	\$65,183	\$67,277	\$68,526
15	\$57,828	\$63,379	\$66,618	\$68,757	\$70,033
16	\$59,100	\$64,774	\$68,083	\$70,270	\$71,574
17	\$60,399	\$66,199	\$69,581	\$71,815	\$73,149
18	\$60,399	\$66,199	\$69,581	\$71,815	\$73,149
19	\$60,399	\$66,199	\$69,581	\$71,815	\$73,149
20	\$61,064	\$66,926	\$70,346	\$72,606	\$73,954
21	\$61,064	\$66,926	\$70,346	\$72,606	\$73,954
22	\$61,064	\$66,926	\$70,346	\$72,606	\$73,954
23	\$61,604	\$66,926	\$70,346	\$72,606	\$73,954
24	\$61,064	\$66,926	\$70,346	\$72,606	\$73,954
25	\$61,737	\$67,663	\$71,120	\$73,404	\$74,767
26	\$61,737	\$67,663	\$71,120	\$73,404	\$74,767
27	\$61,737	\$67,663	\$71,120	\$73,404	\$74,767
28	\$61,737	\$67,663	\$71,120	\$73,404	\$74,767
29	\$61,737	\$67,663	\$71,120	\$73,404	\$74,767
30	\$61,737	\$67,663	\$71,120	\$73,404	\$74,767

JOHNSON CITY SCHOOLS					
		2018-2019			2.00%
		11 MONTH TEACHER			
YEARS	BA	MA	MA+30	EDS	EDD
0	\$45,794	\$50,300	\$52,869	\$54,568	\$55,581
1	\$46,904	\$51,406	\$54,032	\$55,769	\$56,803
2	\$47,935	\$52,537	\$55,223	\$56,995	\$58,053
3	\$48,991	\$53,693	\$56,437	\$58,249	\$59,330
4	\$50,068	\$54,874	\$57,678	\$59,530	\$60,635
5	\$51,168	\$56,081	\$58,947	\$60,841	\$61,970
6	\$52,294	\$57,315	\$60,242	\$62,179	\$63,332
7	\$53,445	\$58,577	\$61,569	\$63,547	\$64,726
8	\$54,620	\$59,865	\$62,924	\$64,943	\$66,150
9	\$55,823	\$61,182	\$64,308	\$66,373	\$67,605
10	\$57,051	\$62,527	\$65,723	\$67,833	\$69,093
11	\$58,306	\$63,903	\$67,169	\$69,326	\$70,613
12	\$59,587	\$65,310	\$68,647	\$70,851	\$72,166
13	\$60,900	\$66,746	\$70,157	\$72,410	\$73,754
14	\$62,238	\$68,215	\$71,699	\$74,003	\$75,376
15	\$63,609	\$69,715	\$73,277	\$75,631	\$77,034
16	\$65,008	\$71,250	\$74,888	\$77,295	\$78,730
17	\$66,438	\$72,817	\$76,537	\$78,996	\$80,462
18	\$66,438	\$72,817	\$76,537	\$78,996	\$80,462
19	\$66,438	\$72,817	\$76,537	\$78,996	\$80,462
20	\$67,169	\$73,617	\$77,378	\$79,864	\$81,347
21	\$67,169	\$73,617	\$77,378	\$79,864	\$81,347
22	\$67,169	\$73,617	\$77,378	\$79,864	\$81,347
23	\$67,169	\$73,617	\$77,378	\$79,864	\$81,347
24	\$67,169	\$73,617	\$77,378	\$79,864	\$81,347
25	\$67,908	\$74,428	\$78,230	\$80,742	\$82,241
26	\$67,908	\$74,428	\$78,230	\$80,742	\$82,241
27	\$67,908	\$74,428	\$78,230	\$80,742	\$82,241
28	\$67,908	\$74,428	\$78,230	\$80,742	\$82,241
29	\$67,908	\$74,428	\$78,230	\$80,742	\$82,241
30	\$67,908	\$74,428	\$78,230	\$80,742	\$82,241

JOHNSON CITY SCHOOLS					
		2018-2019			2.00%
		12 MONTH TEACHER			
YEARS	BA	MA	MA+30	EDS	EDD
0	\$50,066	\$54,872	\$57,676	\$59,528	\$60,633
1	\$51,167	\$56,080	\$58,945	\$60,839	\$61,967
2	\$52,293	\$57,313	\$60,240	\$62,177	\$63,330
3	\$53,443	\$58,575	\$61,567	\$63,545	\$64,724
4	\$54,619	\$59,863	\$62,922	\$64,941	\$66,148
5	\$55,821	\$61,180	\$64,306	\$66,371	\$67,603
6	\$57,050	\$62,525	\$65,721	\$67,831	\$69,091
7	\$58,304	\$63,901	\$67,166	\$69,324	\$70,610
8	\$59,585	\$65,307	\$68,644	\$70,849	\$72,164
9	\$60,898	\$66,744	\$70,154	\$82,408	\$73,751
10	\$62,236	\$68,213	\$71,697	\$74,001	\$75,374
11	\$63,607	\$69,712	\$73,275	\$75,628	\$77,032
12	\$65,006	\$71,247	\$74,886	\$77,292	\$78,727
13	\$66,436	\$72,814	\$76,534	\$78,993	\$80,460
14	\$67,898	\$74,415	\$78,219	\$80,730	\$82,228
15	\$69,392	\$76,052	\$79,939	\$82,506	\$84,038
16	\$70,918	\$77,726	\$81,698	\$84,321	\$85,887
17	\$72,477	\$79,436	\$83,495	\$86,177	\$87,776
18	\$72,477	\$79,436	\$83,495	\$86,177	\$87,776
19	\$72,477	\$79,436	\$83,495	\$86,177	\$87,776
20	\$73,276	\$80,310	\$84,414	\$87,124	\$88,742
21	\$73,276	\$80,310	\$84,414	\$87,124	\$88,742
22	\$73,276	\$80,310	\$84,414	\$87,124	\$88,742
23	\$73,276	\$80,310	\$84,414	\$87,124	\$88,742
24	\$73,276	\$80,310	\$84,414	\$87,124	\$88,742
25	\$74,081	\$81,193	\$85,341	\$88,083	\$89,718
26	\$74,081	\$81,193	\$85,341	\$88,083	\$89,718
27	\$74,081	\$81,193	\$85,341	\$88,083	\$89,718
28	\$74,081	\$81,193	\$85,341	\$88,083	\$89,718
29	\$74,081	\$81,193	\$85,341	\$88,083	\$89,718
30	\$74,081	\$81,193	\$85,341	\$88,083	\$89,718

# **EXHIBIT 1**

## **Differentiated Pay Plan**

**July 1, 2016 – JUNE 30, 2017**



## **Johnson City Schools Differentiated Pay Plan FY17**

### **Hard to Staff Positions**

If no qualified teacher responds to a second posting or newspaper inquiry, the system will repost the position and advertise in local and regional newspapers and colleges and offer a \$3,000 bonus to be paid in two lump sum amounts during the sign-in year.

### **Additional Instructional Roles or Responsibilities**

Johnson City Schools will provide a stipend for teachers who are given the responsibility to provide mentorship to teachers who are new to the school system. The award will be given yearly in the form of a \$500 stipend for the first teacher mentored with \$100 for each additional teacher who is provided assistance.

### **Education**

Johnson City Schools will include the salary enhancements for Bachelor's degree, Master's degree, Master's Plus 30 years, Ed.S. and Ed.D.

### **Experience**

Johnson City Schools will award step increases for years 1-17, 20 and 25

### **National Board Certification**

Each teacher will receive a \$500 bonus upon receipt of National Board Certification if certification is achieved while the 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, 2016 – JUNE 30, 2017**

<b>2016-2017 HRA PROGRAM DISCOUNTED RATES</b>					
<b>TIER</b>	<b>MEDICAL</b>	<b>DENTAL</b>	<b>TOTAL PREMIUM</b>	<b>PER CHECK/24 PMTs</b>	<b>PER CHECK/20 PMTs</b>
<b>SINGLE</b>	\$ 1,643.95	\$ 165.04	\$ 1,808.99	\$ 75.37	\$ 90.45
<b>EE + 1</b>	\$ 3,123.50	\$606.60	\$ 3,730.10	\$ 155.42	\$ 186.51
<b>FAMILY</b>	\$ 4,619.50	\$606.60	\$ 5,226.10	\$ 217.75	\$ 261.31
<b>FAMILY W/BOTH WORKING FOR JCS</b>	\$ 3,131.73	\$385.82	\$ 3,517.55	\$ 146.56	\$ 175.88
<b>2016-2017 REGULAR RATES</b>					
	<b>MEDICAL</b>	<b>DENTAL</b>	<b>TOTAL PREMIUM</b>	<b>PER CHECK/24 PMTs</b>	<b>PER CHECK/20 PMTs</b>
<b>SINGLE</b>	\$2,739.92	\$ 165.04	\$2,904.96	\$ 121.04	\$ 145.25
<b>EE + 1</b>	\$ 4,219.47	\$606.60	\$4,826.07	\$ 201.09	\$ 241.30
<b>FAMILY</b>	\$ 5,715.47	\$606.60	\$6,322.07	\$ 263.42	\$ 316.10
<b>FAMILY W/BOTH WORKING FOR JCS</b>	\$4,227.69	\$385.82	\$ 4,613.51	\$ 192.23	\$ 230.68