



Tuesday, July 14, 2026
Kingsport City Schools Board of Education Regular Meeting - 6:00 PM

Administrative Support Center, Tennessee Room (3rd Floor)
400 Clinchfield Street
Kingsport, TN 37660 Phone: (423) 378-2102

1. **CALL TO ORDER**
 - 1.1. Pledge of Allegiance (Calliope Barrett)
 - 1.2. Additions to and/or Acceptance of the Agenda (Dr. Brandon Fletcher)
2. **RECOGNITIONS**
 - 2.1. Emery Corpstein, 2026 TSSAA Class AA Boys Tennis Singles State Champion (Dr. Brandon Fletcher)
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA**
 - 4.1. Personnel Considerations (Jennifer Guthrie)
 - 4.2. Approval of Minutes - June 9, 2026 BOE Regular Monthly Meeting (Dr. Brandon Fletcher)
 - 4.3. Approval of Board of Education Meeting Schedule for FY 2026-2027 (Dr. Brandon Fletcher)
 - 4.4. Approval of Projected School Board Agenda for FY 2026-2027 (Dr. Brandon Fletcher)
 - 4.5. Approval of Student Disciplinary Hearing Authority for SY 2026-2027 (Jim Nash)
 - 4.6. Approval of School Fees for SY 2026-2027 (Dr. Andy True)
 - 4.7. Approval of Differentiated Pay Plan for SY 2026-2027 (Jennifer Guthrie)
 - 4.8. Approval of Consolidated Application for Federal Programs FY 2026-2027 (Dr. Rhonda Stringham)
 - 4.9. Approval of Amended Policy on First Reading (Dr. Andy True)
 - 4.10. Acceptance of Report Required by Policy 3.204 (Dr. Andy True)
 - 4.11. Approval of Renewal Agreement with ESS South Central LLC (David Frye)
 - 4.12. Approval to Accept Ballard Health Donation for Reset Rooms (David Frye)
 - 4.13. Approval of Amended and Restated Purchase Agreement with Solution Tree for Professional Development Services (David Frye)
 - 4.14. Approval of Renewal Contractual Agreement with Frontier Health/Holston Children and Youth Services (David Frye)
 - 4.15. Approval of Renewal Memorandum of Understanding with Clarvida/Camelot Care Centers, Inc. (David Frye)
 - 4.16. Approval of Services Agreement with Blue Ridge Medical Management Corporation (David Frye)
 - 4.17. Approval to Enter into an Agreement with SchoolKit for Secondary Literacy Implementation Project, Year 2 (David Frye)
5. **BUSINESS ITEMS**
 - 5.1. Approval of Budget Amendment #2 (David Frye)
 - 5.2. Approval to Enter into Contract with Thompson & Litton for Phase 3 for New Elementary School in Lynn Garden (David Frye)
 - 5.3. Approval of Recommendation to Issue a Change Order for the Dobyns-Bennett High School Select Renovations Phase 1 Project (David Frye)

6. **REPORTS**

6.1. Policy Report (Dr. Andy True)

7. **TIME AND DATES OF MEETINGS**

7.1. July 17-18, 2026 - TSBA Summer Law institute (Gatlinburg)

7.2. July 28, 2026 - BOE Work Session (6:00 PM)

7.3. August 11, 2026 - BOE Regular Monthly Meeting (6:00 PM)

7.4. August 25, 2026 - BOE Work Session (6:00 PM)

8. **ADJOURNMENT**

Kingsport City Schools Board of Education Regular Meeting Minutes

June 9, 2026

The Kingsport City Schools Board of Education Regular Meeting was held on June 9, 2026, in the Administrative Support Center, Tennessee Room (3rd Floor) at 6:00 PM. The following Board of Education members were in attendance.

Dr. Brandon Fletcher (President): Present
Todd Golden: Present
Jamie Jackson: Present
Dr. Phillip Marshall: Absent
Melissa Woods (Vice President): Present

1. CALL TO ORDER

Dr. Brandon Fletcher, Board President, called the meeting to order at 6:00 p.m.

1.1. Pledge of Allegiance (KP Feldmann)

Kristopher (KP) Feldmann led the Board of Education and the audience in the Pledge of Allegiance. He is a former Pre-K 4 student at Palmer Center and rising Kindergartner.

1.2. Additions to and/or Acceptance of the Agenda (Dr. Brandon Fletcher)

A motion was made by Melissa Woods and seconded by Jamie Jackson to accept the agenda, including the Consent Agenda, as presented. The motion carried by a vote of Yea: 4, Nay: 0.

2. RECOGNITIONS

2.1. D-B EXCEL Students Named Tennessee STEM Innovation Network 2026 Statewide Design Challenge High School Winners

(Melissa Woods)

Board Vice President Melissa Woods recognized D-B EXCEL students Riley Cody, Aiden Shaver, and Gabe Williams for being the Tennessee STEM Innovation Network 2026 Statewide Design Challenge High School Level winners for their prototype and solution entitled "Filter Away... the Lu-SEAL Way." Teams had the flexibility to choose a specific environmental issue and determine the approach that best addresses it. Students researched, identified a problem, conducted a root cause analysis, defined the target audience or stakeholder group who will benefit from the solution, and developed a prototype of the solution using a variety of media.

2.2. Dobyys-Bennett High School Boys and Girls 4x800 Relay Teams Named TSSAA State Champions (Todd Golden)

Board Member Todd Golden recognized the Dobyys-Bennett High School Boys and Girls 4x800 relay teams for being named 2026 TSSAA Division I

Class AAA State Champions. The TSSAA Outdoor State Track & Field Championships were held in Knoxville on May 19–21. The girls team members were Carlee Cradic, Mattea Mazzilli, Tiesha Turner, and Gigi Venzon. It was the first girls relay state championship in school history. The boys team consisted of Dixon Armstrong, Drew Emmett, Lucas Minani, and Chad Williams. Their time was the second-fastest time at the State Meet, only surpassed by Dobyns-Bennett in 2024. This was the first time the same school has won both relays at the state meet. Bob Bingham is head coach of both teams.

- 2.3. Dobyns-Bennett High School Unified Boys Shot Put Team Named Unified Track & Field Boys TSSAA State Champions and All-State Finishers (Dr. Brandon Fletcher)

Board President Dr. Brandon Fletcher recognized Dobyns-Bennett High School students Hayden Dockery and Callan Burress for being named the Unified Track & Field Boys 2026 TSSAA State Champions and All-State Finishers in Boys Shot Put at the TSSAA State Track & Field Championships held recently at the University of Tennessee's Tom Black Track in Knoxville. The tandem's gold-medal performance helped propel the overall Dobyns-Bennett Unified team to a 4th place finish statewide, compiling 32 points and medaling across all seven events. Team coaches are Sarah Good (head coach) and Michael Holt.

3. **PUBLIC COMMENT**

There was no public comment.

4. **CONSENT AGENDA**

- 4.1. Personnel Considerations (Jennifer Guthrie)
4.2. Approval of Minutes - May 12, 2026 BOE Regular Monthly Meeting (Dr. Brandon Fletcher)
4.3. Approval of Surplus Property (David Frye)

5. **BUSINESS ITEMS**

- 5.1. Approval to Purchase Student Transportation Software and Related Hardware from Tyler Technologies (David Frye)

David Frye, Chief Finance Officer, presented a recommendation to purchase student transportation software and related hardware from Tyler Technologies, using the Sourcwell cooperative agreement. The total cost for the first year is for an amount not to exceed \$103,655.00. Training and installation of hardware on buses is included within the quote. Funding will be from both FY26 and FY27 School General Purpose Funds.

This software empowers transportation operations for districts with integrated, essential tools for bus routing, boundary planning, and mapping. Advanced routing offers automation that simplifies student assignments while maintaining district routing rules, enhancing what is included in the

core program. The software is an integrated, trusted student transportation solution to ensure the safe transport of every student, peace of mind for parents, and efficiency for districts and contractors. The system will provide for real-time tracking of buses via GPS for the school district and give parents the opportunity to know the anticipated arrival time at their stop. It provides turn-by-turn directions following the exact assigned route, identifies students assigned to each stop, and can reroute as needed while following pre-determined safety protocols. The lifespan of the software is 7–10 years.

A motion was made by Jamie Jackson and seconded by Todd Golden to utilize Sourcewell contract #060624-TTI to purchase Student Transportation software and related hardware from Tyler Technologies, Inc. for a total first year cost not to exceed \$103,655.00. The motion carried by a vote of Yea: 4, Nay: 0.

5.2. Approval of Budget Amendment #1 for FY 2026-2027 (David Frye)

David Frye reviewed Budget Amendment #1 of FY 2026-2027 for Board consideration. The following recommendations were made for General Purpose School Funds.

Item One: TISA Revenue — It was recommended that the estimated revenue for TISA funds be increased by \$200,000.

Item Two: Custodial Pay Lane Increase — With the increase in TISA funds, it was recommended that the FY 2026-2027 budget be increased by \$200,000 to fund a pay grade increase for KCS custodians by one pay grade.

A motion was made by Todd Golden and seconded by Melissa Woods to approve Budget Amendment #1 for FY 2026-2027 as presented. The motion carried by a vote of Yea: 4, Nay: 0.

6. **REPORTS**

6.1. Policy Report (Dr. Andy True)

Dr. Andy True, Assistant Superintendent - Administration, presented revised Policy 5.611 - Ethics. With the implementation of a district-provided communications platform, procedures, and expectations are appropriate to ensure use and clarify Board expectations regarding district communication methods. The Board will consider approval of this policy on First Reading at the July meeting.

7. **TIME AND DATES OF MEETINGS**

Superintendent Dr. Chris Hampton congratulated the 13 state champions recognized during the first portion of the meeting. He noted the Board would be recognizing another state champion in July who was unable to attend this meeting. He reported the district is currently holding summer camps at five school locations, which was going very well. Staff was also busy with interviewing and hiring new employees. Dr. Hampton announced Dr. Kristen

Davenport has been named the new principal of Robinson Middle School. He noted the renovation project at Dobyns-Bennett High School got underway last week and was moving along well.

Melissa Woods expressed appreciation to all the people who made the pivot for Dobyns-Bennett graduation to be moved indoors. She thanks Dr. Brian Tate and D-B staff for doing a great job.

- 7.1. July 14, 2026 - BOE Regular Monthly Meeting (6:00 PM)
- 7.2. July 28, 2026 - BOE Work Session (6:00 PM)
- 7.3. August 11, 2026 - BOE Regular Monthly Meeting (6:00 PM)
- 7.4. August 25, 2026 - BOE Work Session (6:00 PM)

8. **ADJOURNMENT**

Dr. Fletcher adjourned the meeting at 6:40 p.m.

Dr. Brandon Fletcher, Board President

Vivian L. Altizer, Board Secretary



Board of Education 2026-2027 Meeting Dates

JULY 2026

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

7/14/2026 – 6:00 PM
BOE Regular Monthly Meeting

7/28/2026 – 6:00 PM
BOE Work Session

JANUARY 2027

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1/12/2027 – 6:00 PM
BOE Regular Monthly Meeting

1/26/2027 – 6:00 PM
BOE Work Session

AUGUST 2026

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

8/11/2026 – 6:00 PM
BOE Regular Monthly Meeting

8/25/2026 – 6:00 PM
BOE Work Session

FEBRUARY 2027

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

2/9/2027 – 6:00 PM
BOE Regular Monthly Meeting

2/23/2027 – 6:00 PM
BOE Work Session

SEPTEMBER 2026

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

9/8/2026 – 6:00 PM
BOE Regular Monthly Meeting

9/22/2026 – 6:00 PM
BOE Work Session

MARCH 2027

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

3/9/2027 – 6:00 PM
BOE Regular Monthly Meeting

3/30/2027 – 6:00 PM
BOE Work Session

OCTOBER 2026

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10/6/2026 – 6:00 PM
BOE Regular Monthly Meeting

10/27/2026 – 6:00 PM
BOE Work Session

APRIL 2027

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4/13/2027 – 6:00 PM
BOE Regular Monthly Meeting

4/27/2027 – 6:00 PM
BOE Work Session

NOVEMBER 2026

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11/10/2026 – 6:00 PM
BOE Regular Monthly Meeting

No Work Session

MAY 2027

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5/11/2027 – 6:00 PM
BOE Regular Monthly Meeting

No Work Session

DECEMBER 2026

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

12/8/2026 – 6:00 PM
BOE Regular Monthly Meeting

No Work Session

JUNE 2027

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

6/8/2027 – 6:00 PM
BOE Regular Monthly Meeting

6/15/2027 – 6:00 PM
BOE Work Session

The Kingsport Board of Education is made up of five elected at-large members. Each member serves a four-year staggered term.

Elections are held in August during even-numbered years. New Board of Education members are seated on September 1 of each election year.

Regular monthly board meetings are held on the second Tuesday at 6 p.m. and work sessions are held on the fourth Tuesday at 6 p.m., unless otherwise noted. All meetings are open to the public and located at the KCS Administrative Support Center.

Regular monthly meetings include a public comment period. Comments shall be limited to topics listed on the agenda and matters that are germane to the school board's jurisdiction.

At the discretion of the Superintendent of Schools and the Board of Education President, concerns brought by members of the public may be placed on the board agenda or addressed privately at an appointed time.



 (423) 378.2100

 1400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

 info@k12k.com

 www.k12k.com



2026-2027 Projected Annual School Board Agenda

2026-2027 SCHOOL YEAR PROJECTED ANNUAL SCHOOL BOARD AGENDA

✓ July 2026

- Business Meeting
- Approval of School Disciplinary Hearing Authority
 - Approval of Projected School Board Agenda
 - Approval of School Fees
 - Approval of BOE Meeting Schedule
 - Approval of Differentiated Pay Plan
 - Approval of New/Amended Policies on 1st Reading

- Work Session
- Summer Learning report & 3rd Grade Retention Overview
 - Attendance/Chronic Absenteeism 2025-2026 Report
 - Student Services Report
 - Policy Review

✓ August 2026

- Business Meeting
- Recognize American Legion Boys/Girls State Students
 - Approval of Fourth Quarter Donation Report
 - Approval of Policies on 1st & Final Reading
 - BOE Officer Election

- Work Session
- Preliminary 2025-2026 Data Report
 - Summer Facilities/Maintenance Report
 - Quarterly Financial Report
 - Policy Review

✓ September 2026

- Business Meeting
- Banking Resolutions
 - Approval of Policies on 1st & Final Reading
 - Review of BOE Responsibilities

- Work Session
- Special Education Overview
 - Draft Calendar Review
 - BOE Committee Meeting Assignments
 - Policy Review

✓ October 2026

- Business Meeting
- Recognition of TCAP Partnership
 - Recognition of National Merit Semi-Finalist & Commended Students
 - TISA Report
 - Threat of Violence Communication Quarterly Report
 - Approval of Policies on 1st & Final Reading
 - Adopt School Year Calendar (2027-2028)

- Work Session
- KCS Education Foundation Report
 - Random Drug Testing Quarterly Report
 - Intervention Overview Report
 - Audit Report

✓ November 2026

- Business Meeting
- LEA Compliance Report
 - Review/Approval of 2026-2027 KCS Strategic Plan
 - Review of Winter Weather Processes
 - First Quarter Financial Report
 - First Quarter Donation Report

✓ December 2026

- Business Meeting
- Recognize D-B Band & Macy's Parade Participation
 - Recognize Annual Christmas Card
 - Recognize TVAAS Level 5 Schools
 - Recognize TDOE Reward Schools
 - Recognize 2027 Principal & Supervisor of the Year Recipients
 - Recognize School Letter Grades
 - Approval of Surplus Property Distribution
 - Approval of Tenure Recommendations
 - Set Budget Timeline

✓ January 2027

- Business Meeting
- Threat of Violence Communication Quarterly Report
 - Recognize Building-Level & District Teachers of the Year
 - Recognize Novice Teachers of the Year

- Work Session
- Budget Materials Review
 - KCS Annual Report Review
 - Random Drug Testing Quarterly Report
 - School Board Appreciation Week Presentation

✓ February 2027

- Business Meeting
- Quarterly Donation Report

- Work Session
- LEA School Planning Process
 - Communications Report (Biennial)
 - Quarterly Budget Report

✓ March 2027

- Business Meeting
- Recognition of National Merit Finalists
 - Recognition of Presidential Scholars

- Work Session
- Aspiring Leaders Program Presentation

✓ April 2027

- Business Meeting
- Recognize Band, Chorus, & Orchestra All-State Students
 - Recognize Seal of Biliteracy
 - Threat of Violence Communication Quarterly Report
 - Approval of Special Course
 - Approval of AP/Honors Courses
 - Quarterly Donation Report

- Work Session
- SCOPE Student Report
 - Random Drug Testing Quarterly Report
 - Employee Survey for Superintendent Evaluation
 - Budget Presentation (2027-2028)
 - Quarterly Financial Report

✓ May 2027

- Business Meeting
- Recognize Middle College students
 - Approval of Budget
 - Food & Nutrition Food Pricing/Budget Update Report
 - Acknowledgement of Teacher Appreciation

✓ June 2027

- Business Meeting
- Superintendent Contract Review
 - Approval of Consolidated Plan for Federal Programs
 - Approval of Differential Pay Plan
 - Threats of Violence Communication Quarterly Report
 - Approval of Surplus Property
 - Random Drug Testing Quarterly Report

Memo

To: Vivian Altizer
From: Jim Nash
Date: July 6, 2026
Re: SDHA Committee 2026-27

For the upcoming 2025-26 school year, I am requesting the Board appoint the following members to the 2025-26 Student Disciplinary Hearing Authority:

Jim Nash, Chief Student Services Officer

Matthew Smith, Attendance Coordinator

Amanda Arnold, Assistant Principal at Dobyne-Bennett High School

Ben Robertson, Assistant Director of Special Education

Virginia Marshall, Associate Principal at John Adams Elementary School



According to KCS Board of Education policy, fees shall not be charged to any student as a condition of attending school, with the exception of applicable tuition fees for students residing outside the city limits.

Under some circumstances, fees are needed to fund certain activities. School fees may be waived, upon parental request. This annual waiver process shall conform to the guidelines established by the State Department of Education. For information on the fee waiver process, please contact your child's school.

2026-2027 Kingsport City Schools Fees

Fee Category	Fee	School
Local Field Trips	TBD	District-Wide
Extended Field Trips	TBD	District-Wide
Art Supply Fees		
Advanced Drawing Supplies	\$30 Max	Dobyns-Bennett High School
Advanced Pottery Supplies	\$30 Max	Dobyns-Bennett High School
Art & Design Supplies	\$30 Max	Dobyns-Bennett High School
Drawing Supplies	\$30 Max	Dobyns-Bennett High School
Fiber Arts Supplies	\$30 Max	Dobyns-Bennett High School
Intro to Visual Arts	\$30 Max	Dobyns-Bennett High School
Painting Supplies	\$30 Max	Dobyns-Bennett High School
Pottery Supplies	\$30 Max	Dobyns-Bennett High School
Performing Arts Fees		
Band Dues	\$325	Dobyns-Bennett High School
Band Dues	\$60	Sevier/Robinson Middle Schools
Band Shoes	\$30	Dobyns-Bennett High School
Color Guard Warm-up	\$55	Dobyns-Bennett High School
Color Guard Equipment Bag	\$25	Dobyns-Bennett High School
Color Guard Shoes	\$30	Dobyns-Bennett High School
Chorus Costume	\$50	Dobyns-Bennett High School
Orchestra Fees	\$75	Dobyns-Bennett High School
Orchestra Fees	\$50	Sevier/Robinson Middle Schools
Orchestra, Band, Chorus Shirts	\$15-20	Sevier/Robinson Middle Schools

Kingsport City Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Fees and Fines	Descriptor Code: 6.709	Issued Date: 11/12/19
		Rescinds: 6.709	Issued: 06/14/18

FEES¹

School fees are defined as follows:

1. Fees for activities that occur during regular school hours, including field trips;
2. Fees for activities and supplies required to participate in all courses offered for credit or grades;
3. Equipment and supplies required to participate in interscholastic athletics and marching band, if taken for credit;
4. Fees or tuition for courses taken for credit or grade during summer school;
5. Fees required for graduation ceremonies;
6. Fees for a copy of the student's records; and
7. Refundable deposits for locks or other security devices required for protection of school property when used in conjunction with courses taken for credit or a grade.

School fees are not:

1. Fines for overdue library books;
2. Fines for the abuse of school parking privileges and other school rules developed for the safe and efficient operation of the school;
3. Charges for lost, damaged, or destroyed textbooks, library books, workbooks, or other school property;
4. Charges for debts owed the school;
5. Refundable deposits for locks or other security devices required for protection of school property when used in not-for-credit extracurricular activities;
6. Costs to participate in not-for-credit extracurricular activities, including athletics; and
7. Tuition for non-resident students.

No fee will be charged any student as a condition to attending school, but students shall be responsible for normal school supplies, such as pencils and paper.

School fees shall be waived for students who receive free or reduced-price school lunches.¹ The application for determining eligibility for free or reduced-price lunches on a form supplied by the State Department of Education shall be used to verify student eligibility for fee waivers.

At the beginning of the school year, each principal shall be responsible for providing to all students and their parents or guardians written notice of the required student fees and the process for fee waiver for students who receive free or reduced-price lunches. The parent or guardian of an eligible student must sign the appropriate application for free or reduced-price lunches and the waiver of school fees, but may pay for all or a portion of the school fees.

Written notice of approval or denial of request for fee waivers shall be provided to all parents or guardians. Any denial shall contain specific grounds for denial and an opportunity for the parent or guardian to meet with appropriate school personnel.

Persons collecting fees shall be provided a list containing only the names of those students eligible for waivers and for whom they are responsible for collecting fees. Any records related to this program which identify particular students shall be maintained in strictest confidence.

Prior to the beginning of school each year, the Board, upon the recommendation of the principals and director of schools, shall approve all student fees for the upcoming school year. Additional fees may be approved during the year as needed. The director of schools shall be responsible for maintaining copies of all correspondence relating to this program.

No employee may charge a student for any service rendered on the school premises. Tutoring one's own student for pay is prohibited.

FINES²

Students who destroy, damage, or lose school property, including but not limited to buildings, school buses, books, equipment, and records, will be responsible for the actual cost of replacing or repairing such materials or equipment.

The grades, grade cards, diploma or transcript of a student who is responsible for vandalism or theft or who has otherwise incurred a debt to a school may be held until the student or the student's parent/guardian has paid for the damages. When the student and parent are unable to pay the debt, the district may provide a program of voluntary work for the minor. Upon completion of the work, the student's grades, diploma, and/or transcripts shall be released. Such sanctions shall not be imposed if the student is not at fault.

Failure to remit the cost of replacing or repairing such materials or to make satisfactory arrangements with the administration for payment may result in suspension of the student. If payment is not remitted, the matter will be referred to the Board for final disposition.

Textbooks are available free to students as a loan. Parent(s) will accept full responsibility for the proper care, preservation, return, or replacement of textbooks issued to the student(s). The condition of each book and a book number shall be recorded by the teacher issuing it.

The life of the book is considered to be six (6) years. Charges for lost books will be the remaining life of the book. Damage fines will be based on the wear beyond that normally expected for one year. For one year's wear there will be no charge.

Fines may be assessed for overdue, damaged, or lost library books. In no event will the fine exceed the current cost of replacing the book.

Legal References

1. TCA 49-2-114; TRR/MS 0520-01-03-.03(12)
2. TCA 37-10-101, 102

Cross References

Revenues 2.400
Textbooks 4.401
Graduation Activities 4.606
Care of School Property 6.311

2026-2027 Differentiated Pay Plan Submission Template

Purpose of this Document

- The document includes two required sections where districts will describe their proposed **2026-27 differentiated pay plans**. Please enter the district's 2026-27 differentiated pay plans into the required template. All districts are required to resubmit their differentiated pay plan even if no changes are being made.

Helpful Submission Tips

- **All salary schedules must be submitted as EXCEL files. Save file as "DistrictNameSalScheduleFY25."**
- Districts can propose an **alternative salary schedule** for 2026-27 as their differentiated pay plan AND will need to complete a short addendum, found [here](#).
 - **For example, if the district is no longer recognizing advanced degrees as aligned to the state's minimum salary schedule, these changes to the district salary schedule must be approved by the State Board of Education.**
 - **For districts with an existing, approved alternative salary schedule, please contact Sylvia Flowers (Sylvia.Flowers@tn.gov) if the district is considering making any changes to its current salary schedule.**
- A complete copy of the differentiated pay policy can be found [here](#). See Section III for a list of the common differentiated pay terms used throughout this document.

All differentiated pay plans and salary schedules should be submitted to Compensation.Questions@tn.gov no later than **July 25, 2026**. The department will post the final differentiated pay plans and salary schedules [here](#) on the website.

I. 2026-27 Differentiated Pay Plan (Required Section)*

Directions: Please insert your district's name at the top of the table. For each element of the district's differentiated pay plan, use the table below to provide a description of how the district will differentiate pay. The plan must include **at least one** of the elements listed below in the left-hand column. Please add rows or repeat differentiated pay elements as needed. As a reminder, **education and experience do not qualify as a type of differentiated pay**. See the supplemental documents tab on the [website](#) to view a sample table that contains an example of each type of differentiated element. A complete list of differentiated pay definitions is available in Section III of the document.

Kingsport City Schools					
2025-26 Differentiated Pay Plan					
Differentiated Element	Description	Compensation Type and Size	Reach	Estimated Cost	Estimated Salary Expenditures
	Describe how the district will differentiate for this element. Include the eligibility criteria for receiving the award (such as minimum attendance or evaluation score).	Will the compensation be given as a bonus or a base pay increase? How much will qualifying teachers receive?	Eligibility: How many teachers are eligible for this type of compensation? Forecasted participation: How many teachers do you estimate will receive the award?	How much does the district estimate it will pay out for this differentiated pay element?	What percentage of salary expenditures (excluding benefit costs) does this element cover?
Hard-to-Staff (School, Subject, or Placement)	The district will pay Speech/Language pathologists new to KCS for verified years of experience in settings other than public or private schools.	The award will be provided as a base pay increase, slotting the individual into the KCS pay scale at the applicable level of a current employee with similar years of experience, rather than as new employee. The amount of the award will be dependent on the amount of years of	The amount of individuals eligible for the award will be determined by the amount of Speech/Language pathologists needed (above current staffing levels) to serve the level of identified KCS students. It is estimated that the maximum number of new employees to receive the award	The estimated total for this award would range from \$0 - \$118,000 (zero to two pathologists @ \$59,000 each)	This will comprise less than 1% of the district's annual salary costs.

		experience held by the new employee.	would be zero to two , based on the level of students requiring Speech/Language support.		
Hard-to-Staff (School, Subject, or Placement)	The district will waive or reduce tuition fees for teacher/parents living outside the Kingsport city limits, with children attending KCS, teaching in hard-to-fill positions, as defined by the Executive Committee of the Board of Education. Any current KCS teacher or teacher candidate for a hard-to-fill position, living outside the city limits, with children attending KCS is eligible.	The award will be given as a monthly waiver of tuition fees owed. The amount of waived tuition is variable, dependent on the residency location of the employee (\$500 per year 1st child, \$475 per year 2nd child).	The amount of teachers eligible for the award is dependent on the identification of hard-to-fill subject areas (as determined yearly by the Executive Committee of the BOE). It is estimated that the maximum number of employees designated by the BOE Executive Committee would be zero to two per year.	The estimated total amount of waived tuition would range from \$0 to \$5,000 per year (zero to two tuition waivers at the maximum amount level).	The award will compromise less than 4% of the total expected tuition revenue.
Hard-to-Staff (School, Subject, or Placement)	The district will provide a recruitment bonus to hire the most desirable candidate when the pool of applicants is inadequate to fill an identified position, as justified to the Executive Committee of the Board of Education by the Chief Human Resource Officer.	The award will be given as a one-time bonus of up to \$10,000 upon employment by KCS.	Candidate eligibility will be determined on an individual basis by the Chief Human Resource Officer and the Executive Committee of the BOE, based on an inadequate applicant pool in hard-to-fill areas. These	The estimated total for this bonus is \$0 to \$10,000 per year (zero to one participant at a maximum bonus of \$10,000).	This will comprise less than 1% of the district's annual salary costs.

			could include (but are not limited to) speech/language pathology, special education, special education vision, special education hearing, ESL, math, chemistry, physics, foreign language, advanced placement courses, and certain career-technical areas. It is estimated that zero to three teachers a year could be eligible for the award.		
Additional Instructional Roles or Responsibilities	Variety of leadership responsibilities for both staff and students including new teacher mentors, teacher leaders, developing assessments and academic content, ensuring teacher commitment to KCS scope and sequence.	Compensation is provided by stipend paid in amounts ranging from \$100 to \$3,000 annually	Approximately 300 certified faculty typically receive some level of compensation for these roles.	The estimated cost for this is \$220,000 annually.	This will comprise of less than 2% of the district's annual salary expenditure.
Education*	The district will reimburse current teachers with passing scores for Praxis testing fees in hard to fill subject areas and/or to hire and	Compensation will be provided as a one-time reimbursement of Praxis testing fees once	Any current KCS teacher that adds a new endorsement area through the act of	The estimated total for this reimbursement is \$0 to \$750 per	This will compromise less than 1% of the district's

	retain highly qualified teachers. Factors taken into consideration may be, without limitation: • Applicable subject areas needed; • Staffing levels and availability of applicant pool; • Qualifications of candidates such as years of experience, available performance data, evaluations, higher education performance, industry experience as applicable.	certification of passing results has occurred. Qualifying amount will vary dependent on test passed (currently, up to \$150, based on Praxis Test Fee schedule).	passing a Praxis test is eligible for the reimbursement. Based on current need and staffing, the district anticipates that zero to five teachers a year will receive this incentive.	year (zero to five teachers at a current maximum of \$150 per endorsement/ passed Praxis test.	salary expenditures.
Education*	The district will pay for graduate courses that will enable current KCS teachers to add endorsements in potentially hard-to-fill subject areas where PRAXIS testing will not be sufficient to add an endorsement. KCS teachers currently employed in large applicant pool positions (e.g. Elementary/Middle English, History) seeking an endorsement in the targeted areas of speech/language teacher, speech/language pathologist, or special education vision are eligible. Eligibility will be determined based on an application	Compensation will be provided as a one-time reimbursement of 50-100% of course tuition and fees.	This award may be available to any current KCS teacher, dependent on a review of teaching areas with large available applicant pools, as identified by the Superintendent and Assistant Superintendent.	The estimated total for this reimbursement is \$0 to \$1,000 per year (zero to one participant at an estimated maximum of \$1,000 per course).	This will compromise less than 1% of the district's salary expenditures.

	process reviewed by the Superintendent and Assistant Superintendent, including a submission of an application and coursework plan.				
Education*	The district will compensate current employees for advanced degree completion, subject to the district's discretion that the advanced degree is eligible for additional compensation.	Employees completing an advanced degree will have their base pay adjusted by being placed on the appropriate salary lane consistent with the degree obtained.	Based on current information, the district estimates that 40 teachers will be eligible for this base pay salary designation.	The estimated total cost of this element is \$65,000. The district expects to fund this amount through budgeted step increases.	This will compromise approximately 1% of district salary expenditures.
Experience*	The district will compensate new KCS teachers with prior teaching experience by placing them at an appropriate step on the salary schedule consistent with their total years of teaching experience, including both in state and out of state experience.	Compensation will be established based on the teacher's degree level and experience.	Based on current hiring trends, approximately 50% of new teachers hired by KCS have previous experience.	The estimated total cost of this element is \$115,000. The district expects to fund this amount through its regular budget.	This will compromise approximately .25% of district salary expenditures.
Other	In an effort to attract highly qualified candidates the district may provide a bonus as incentive to hire or retain qualified teaching candidates. Factors taken into consideration may be, without limitation	The award will be given as a bonus of up to \$10,000 upon employment by KCS, which may be paid as a on-time bonus or as installment payments.	Candidate eligibility will be determined on an individual basis by the Chief Human Resource Officer and the Executive Committee of the BOE, based on	The estimated total for this bonus is \$0 to \$10,000 per year (zero to one participant at a	This will comprise less than 1% of the district's annual salary costs.

	• Applicable subject areas needed; • Staffing levels and availability of applicant pool; • Qualifications of candidates such as years of experience, available performance data, evaluations, higher education performance, industry experience as applicable;		staff/student demographics. It is estimated that zero to one teacher a year could be eligible for the award.	maximum bonus of \$10,000).	
Other	The district may waive or reduce tuition fees as needed for a highly qualified teaching candidates living outside the Kingsport city limits, with children attending KCS, • Applicable subject areas needed; • Staffing levels and availability of applicant pool; • Qualifications of candidates such as years of experience, available performance data, evaluations, higher education performance, industry experience as applicable;	The award will be given as a monthly waiver of tuition fees owed. The amount of waived tuition is variable, dependent on the residency location of the employee (Sullivan County - \$600/year; All other TN Counties - \$1,200/year).	It is estimated that the maximum number of employees designated by the BOE Executive Committee would be zero to two per year.	The estimated total amount of waived tuition would range from \$0 to \$6,400 per year (zero to two tuition waivers at the maximum amount level).	The award will compromise less than 4% of the total expected tuition revenue.

**Education and experience are not differentiated pay elements and do not count toward the mandated criteria.*

II. Implementation Update on 2025-26 (Required Section)*

Please provide information regarding the amount and number of stipends or awards that were paid to teachers in 2024-2025.

Differentiated Elements	Actual Total Expenditures from 2025-26	# of Teachers who Received Payout	Total # of Teachers Eligible	Amount of Payouts for Teachers	Date of Payouts
Hard-to-Staff (School, Subject, or Placement)	\$			\$	
Performance	\$			\$	
Additional Instructional Roles or Responsibilities	\$ 120,115	255	640	\$ 475	All Year
Education*	\$ 48,500	10	10	\$ 4,000	All Year
Experience*	\$ 345,597	55	55	\$ 5,325	All Year
Other (please describe)	\$			\$	
Total:	\$ 514,212	320	640 (Duplicated Count)	\$ 9,800	All Year
Total number of certified teachers in your district			619		
If the district has a performance element, what year's evaluation data was utilized for the payout? (e.g. 2025-26)					

**Education and experience are not differentiated pay elements and do not count toward the mandated criteria.*

If the district had to make changes to the plan, please outline what circumstances led to those decisions.

III. Common Differentiated Pay Terms

Term	Definition
Alternative Salary Schedule	A salary schedule that uses some other component, often a performance measure, in addition to or in place of education and experience to determine base pay. A schedule where an educator's evaluation score is used to determine the amount of his or her yearly base pay increase is an example of an alternative salary schedule. Alternative salary schedules are subject to State Board of Education approval.
Base pay (base salary)	An individual's salary excluding any additional compensation in the form of bonuses, stipends, or supplements for additional work or responsibilities.
Bonus/stipend	Additional compensation for a pre-defined set of criteria. Bonus and stipend pay are awarded in addition to or "on top of" an individual's base pay. Bonuses/stipends are one-time payments awarded for a specific role, additional responsibility, or achievement of particular criteria. Bonuses and stipends are not a part of base salary and do not become a reoccurring part of an individual's compensation.
Differentiated Pay Plan	A district specific plan designed to aid in recruiting and retaining highly effective teachers.
Hard-to-Staff	A component, typically bonus or stipend, that provides an additional compensation for educators staffed in shortage areas such as high needs schools, subjects, or grade areas.
Instructional Roles and Responsibilities	A component, typically bonus or stipend, which provides educators additional compensation for completing additional duties or taking on additional responsibilities or teacher leadership roles.
Opt-in/opt-out provision	Individuals are provided with the choice to participate in a program. This provision is most often associated with alternative salary schedules and is not a required provision.
Performance	A component that provides a base pay increase, bonus, or both to educators typically determined by an educator's individual performance using a Tennessee approved evaluation model, a school-level performance measure, or a district performance measure.
Traditional salary schedule (or step and lane schedule)	A salary schedule that uses years of experience and education levels exclusively to determine educator's increases in base pay. Traditional schedules may follow the same structure as the state minimum salary schedule. Salary schedules that modify the amount of the step increases given for experience or change the structure of the education lanes may still be considered a traditional schedule as long as they meet or exceed the relevant state minimums.



400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2132
f: (423) 378.2120

rstringham@k12k.com
www.k12k.com

To: Dr. Christopher Hampton
From: Dr. Rhonda Stringham and Magen B. Jones
Date: July 6, 2026
Re: Consolidated Funding Application for Federal Programs FY27

Attached is the Consolidated Funding Application summary for Every Student Succeeds Act (ESSA) for the 2026-27 school year (FY27). This budget is based on our preliminary allocation and may change after the final allocation is determined by the U.S. Department of Education (USED) and the Tennessee Department of Education (TDOE). If the allocations do change, the necessary adjustments can be made and resubmitted to the state as a revision.

This budget has been reviewed by the First TN CMP Consultant and has been electronically submitted to and approved by the TDOE. As changes occur, Ms Jones and I will complete the necessary documentation and inform our program advisors at TDOE of the changes. Our recommendation is that the KCS BOE approve the Consolidated Funding Application for Federal Programs FY27.

ESSA/IDEA Preliminary Budget FY 27

Based on Estimated Allocations from USED

Introduction

ESSA (Every Student Succeeds Act) is the primary federal law governing K-12 public education for all students. It replaced No Child Left Behind and aims to ensure all students receive a high-quality education and are prepared for college and careers.

IDEA (Individuals with Disabilities Education Act) is a federal law that ensures children with disabilities receive a free, appropriate public education (FAPE) in the least restrictive environment. It outlines the rights and protections for children with disabilities and their families, mandating services such as individualized education programs (IEPs) and early intervention.

A preliminary budget for ESSA and IDEA means that these federal funds come with specific guidelines and purposes, unlike general local or state funds. Preliminary means that we have received an estimate of the allocation KCS will receive after Congress and the U.S. President work together for a finalized budget this fall. Use of federal funds requires a focus on the following:

- **Compliance:** Ensuring KCS spending aligns with the strict requirements of both laws, which often dictates *how* and *for whom* the money can be used (e.g., for interventions for struggling students under ESSA, or for special education services under IDEA).
- **Accountability:** Federal programs require robust data collection and reporting to demonstrate how funds are impacting student outcomes, particularly for disadvantaged student groups and students with disabilities.
- **Targeted Use:** These funds are generally intended to supplement, not supplant, state and local efforts. They are designed to support specific initiatives like improving academic achievement for all students (ESSA) or providing specialized services for students with disabilities (IDEA).
- **Collaboration:** Dr Hampton and Mr Frye work closely with KCS's federal programs director and special education director to ensure effective and compliant use of these funds.
- **Strategic Alignment:** While there are rules, there's also an opportunity to strategically allocate these funds to address specific local needs and support the district's overall educational goals, particularly in areas of high need or for students requiring additional support.

Contents

ESSA, Title I-A	\$2,285,213.17
Regular Instruction Program	
Support Services/Other Student Support	
Support Services/Regular Instruction Program	
Support Services/Transportation	
Indirect Costs	
ESSA, Title I-A, Neglected	\$22,452.26
Regular Instruction Program	
ESSA, Title II-A	\$470,250.38
Support Services/Regular Instruction Program	
Indirect Costs	
ESSA, Title III - ESL	\$23,156.52
Regular Instruction Program	
Support Services/Regular Instruction Program	
Consolidated Administrative Pool	\$219,813.00
Support Services/Regular Instruction Program	
Total Preliminary ESSA	\$3,020,885.33
IDEA, Part B	\$1,295,769.22
Special Education Program	
Support Services/Special Education Program	
Support Services/Transportation	
IDEA, Preschool	\$58,991.00
Special Education Program	
Support Services/Special Education Program	
Total Preliminary IDEA	\$1,835,273.00
Total Preliminary ESSA	\$3,020,885.33
Total Preliminary IDEA	\$1,835,273.00
Total Preliminary Consolidated Funding Application Budgeted	\$4,856,158.33

Title I-A

Regular Instruction Education

Teachers' Salaries Total	\$621,732.50
8 Certified Teachers - \$574,664.00	
3 Pre-K Teachers 1st quarter salaries - \$45,068.50	
(Carryover funds will cover the remaining 3 quarters)	
Jumpstart Summer Program (PreK) - \$2,000.00	
Instructional Assistants' (IA) Salaries Total	\$322,361.00
4 Part Time Assistants - \$58,668.00	
9 Full Time Assistants - \$211,500.00	
3 Full Time Pre-K Assistants - \$52,193.00	
Benefits for Teachers and Assistants Total	\$286,496.53
Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare, Workman's Compensation, and Long Term Disability	
Instructional Supplies and Materials Total	\$32,771.49
Title Schools Instructional Supplies & Materials (IS&M) - \$25,544.89	
Pre-K IS&M - \$900.00	
Jumpstart Summer Program (PreK) IS&M - \$200.00	
Saint Dominic's IS&M - \$4,901.29	
Saint Paul's IS&M - \$1,225.31	
Total for Regular Instruction Education:	\$1,263,361.52

Support Services/Other Student Support

Other Salaries and Wages Total	\$590,618.00
5 Family/School Liaisons - \$336,668.00	
5 Behavior Interventionists - \$253,9507.00	
Benefits Total	\$218,241.00
Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare, Workman's Compensation, and Long Term Disability	
Other Supplies and Materials Total	\$25,896.14
Family Liaisons' Supplies and Materials - \$1,500.00	
Family Engagement for 5 Title Schools - \$22,852.13	
St Dominic's Family Engagement - \$46.41	
St Paul's Family Engagement - \$15.47	

Additional Family Engagement - \$1,482.13

Total for Support Services/Other Student Support **\$834,755.14**

Support Services/Regular Instruction Program

Other Salaries and Wages Total \$58,121.00
Homeless Education Plan Coordinator - \$58,121.00

Benefits Total \$35,808.00
Social Security, State Retirement, Life Insurance, Medical Insurance,
Unemployment Compensation, Local Retirement, Employer Medicare,
Workman's Compensation, and Long Term Disability

Other Supplies and Materials Total \$1,500.00
Supplemental Materials and Supplies, Homeless students - \$1,500.00

Inservice/Staff Development Total \$4,013.51
Professional training for Title staff - \$4,013.51

Total for Support Services/Regular Instruction Program **\$99,442.51**

Support Services/Transportation

Other Charges Total \$2,000.00
Transportation for Foster Care Students - \$1,000.00
Transportation for After-School Programs at Title schools - \$1,000.00

Total for Support Services/Transportation **\$2,000.00**

Indirect Costs

Indirect Costs \$85,654.00
Indirect costs are general operating expenses of the district (like utilities,
administrative salaries, or accounting services) that are necessary to
support all programs, including federal ones, but can't be directly attributed
to a single grant

Total for Indirect Costs **\$85,654.00**

Total for All Title I, Part A **\$2,285,213.17**

Title I-A, Neglected

Regular Instruction Program Total	\$22,452.26
1 Part Time IA Salary - \$15,000.00	
Benefits total - \$1,268.00	
Social Security, Unemployment Compensation, Employer Medicare, and Workman's Compensation	
Extended Summer Learning & Tutoring Contracts - \$6,184.26	
Total for Regular Instruction Program	\$22,452.26

Total for All Title I-A, Neglected	\$22,452.26
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Title II-A

Support Services/Regular Instruction Program

Other Salaries and Wages Total	\$325,305.00
Literacy Coordinator - \$113,870.00	
Math Coordinator - \$98,835.00	
0.5 of Chief Academic Officer - Programs (CAO) - \$71,274.00	
0.5 of Middle School Math Support Specialist - \$41,326.00	
Benefits	\$64,276.00
Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare, Workman's Compensation, and Long Term Disability	
In-City Travel	\$4,800.00
System personnel will travel to professional development sessions to support their leadership and knowledge of our academic goals	
Other Supplies and Materials	\$3,000.00
These supplies will be used by our ELA and Math Coordinators in facilitating our teachers in meeting our academic goals and learning gap closures	
Inservice/Staff Development	\$41,684.53
Professional Development that will target our TISA academic goals of improving ELA and Math scores through improving capacity of our teachers and administrators	
Inservice/Staff Development	\$9,713.85
St Dominic's professional learning - \$5,634.10	

T.O.P. Academy professional learning - \$3,788.20
St Paul's professional learning - \$291.55

Other Equipment	\$4,000.00
Equipment will be used by our coaches and CAO as they support our system's teachers in reaching our TISA academic goals and learning gap closures	

Indirect Costs	\$17,471.00
Indirect costs are general operating expenses of the district (like utilities, administrative salaries, or accounting services) that are necessary to support all programs, including federal ones, but can't be directly attributed to a single grant	

Total for Support Services/Regular Instruction Program	\$470,250.38
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Total for All Title II-A	\$470,250.38
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Title III - ESL

Regular Instruction Program

Instructional Supplies and Materials Total	\$13,457.20
Researched-based supplemental instructional supplies to facilitate meeting Benchmarks - \$6,443.72	
St Dominic's supplemental supplies for ELLs - \$872.48	
Supplemental Software for ELPA21 Preparation - \$3,750.00	
Equipment for ELs - \$500	
Other Classroom Supplies - \$1,891.00	

Total for Regular Instruction Program	\$13,457.20
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Support Services/Regular Instruction Program

Support Services Total	\$9,699.32
Tutoring salaries - \$1,200.00	
Tutoring benefits - \$239.32	
Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare, Workman's Compensation, and Long Term Disability	

Other Supplies for EL Program - \$500
 In-Service/Staff Development - \$7,760.00
 Funds will be used to send ELL teachers to the State ELL conference

Total for Support Services/Regular Instruction Program	\$9,699.32
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Total for All Title III - ESL	\$23,156.52
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Consolidated Administration

Supervisor/Director Salary	\$115,135.00
Salary for Federal Program Director (50% from Title I and 25% from Title II)	

Secretary Salary	\$35,250.00
Salary for Federal Program Secretary (10% from Title I and 65% from Title II)	

Other Salaries	\$15,111.00
Salary for the Federal Programs Bookkeeper (15% from Title I)	

Benefits	\$40,617.00
Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare, Workman's Compensation, and Long Term Disability	

Travel	\$1,200.00
Travel for Federal Programs operations and professional development	

Other Supplies and Materials	\$5,000.00
Office Supplies and Materials for Federal Programs staff	

In-Service/Staff Development	\$6,000.00
Professional Development for Federal Programs staff	

Equipment	\$1,500.00
Office Equipment for Federal Programs staff	

Total for All Consolidated Administration	\$219,813.00
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IDEA, Part B

Special Education Program

Instructional Assistants (IAs) Salaries Total	\$907,094.22
45 Full Time IAs	
5 Part Time IAs	
Other Salaries & Wages	\$7,000.00
Stipend for teachers who take on additional responsibilities due to vacancies, transitions, etc.	
Benefits	\$359,175.00
Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare, Workman's Compensation, and Long Term Disability	
Maintenance and Repair of Service Equipment	\$2,500.00
Ongoing repair and maintenance of all special education equipment (i.e. audiometers, wheelchairs, etc.)	
Instructional Supplies and Materials	\$10,000.00
Instructional supplies and materials for students with disabilities to include literacy and mathematics materials/resources	
Proportionate Share Instructional Supplies and Materials	\$5,000.00
Private schools' proportionate share	
Special Education Equipment	\$5,000.00
Equipment to support students with disabilities- special assistive technology devices or mobility devices, such as wheelchairs, standers, etc.	
Total for Special Education Program	\$1,295,769.22

Support Services/Special Education Program

Medical Personnel	\$216,765.00
2 Occupational Therapists	
1 Health Assistant (LPN/RN)	
1 COTA (Certified Occupational Therapy Assistant)	
Other Salaries and Wages	\$101,687.00
1 Assistant Director of SPED	
Stipend for Tribe Games Coordinator and Sparkle Squad Coordinators	
Benefits	\$70,720.00
Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare,	

Workman's Compensation, and Long Term Disability

Contracts with Private Agencies	\$60,000.00
Contracted Speech Language, O & M, and other therapeutic services for students with disabilities throughout the school year and extended school year (ESY) as needed. This includes equitable services for private schools.	
Proportionate Share Contracts with Private Agencies	\$10,669.78
Contracted Speech Language, O & M, and other therapeutic services for SWD throughout the school year, for private school support plan services. Private Schools allocation only.	
Travel	\$1,200.00
In-city travel for students and job coaches participating in the Transition School to Work (TSW) program, SPED personnel traveling to multiple schools to provide student services	
Other Supplies & Materials	\$5,970.00
Supplies and materials for support staff to include office materials and assessment materials.	
Evaluation and Testing Materials	\$3,001.00
Assessment materials- WISC-V, WIAT-III, Reynolds, Adaptive Rating Scales updated assessment materials to determine present levels of performance to assist in writing instructionally appropriate IEPs.	
In-Service / Staff Development	\$10,000.00
Professional development opportunities to support special education teachers in continuing to refine instructional practices - these opportunities include TRIAD workshops, Transition (School to Work and College Readiness), RTI Implementation, Co-Teaching workshops, Supporting Students in Inclusive Classrooms, Special Education Law seminars, Improving Outcomes for students with disabilities - gap closure training, and other related training.	
Other Equipment	\$500.00
Office equipment for SPED administrative staff	
Total for Support Services for Special Education Program	\$480,512.78
Total for All IDEA, Part B	\$1,776,282.00

IDEA PreK

Special Education Program

Instructional Assistants (IAs) Salaries 2 Full Time IAs	\$42,205.00
Benefits Social Security, State Retirement, Life Insurance, Medical Insurance, Unemployment Compensation, Local Retirement, Employer Medicare, Workman's Compensation, and Long Term Disability	\$6,924.00
Instructional Supplies and Materials Instructional Supplies to support preschool early intervention programs.	\$4,862.00
Total for Support Services for Special Education Program	\$53,991.00

Support Services/Special Education Program

Inservice/Staff Development Professional learning for teachers, IAs and staff in PreK	\$5,000.00
Total for Support Services for Special Education Program	\$5,000.00
Total for All IDEA PreK	\$58,991.00

Totals

Preliminary ESSA - \$3,020,885.33

Preliminary IDEA - \$1,835,273.00

Preliminary Consolidated Funding Application - \$4,856,158.33

KINGSPORT BOARD OF EDUCATION POLICY RECOMMENDATIONS

For: Consideration for Adoption

July 14, 2026 - Board of Education Meeting

Policies considered for adoption on 1st Reading

REVISED POLICY – 1st Reading

5.611 - Ethics

With the implementation of a district-provided communications platform, procedures and expectations are appropriate to ensure use and clarify Board expectations regarding district communications methods.

Kingsport City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Ethics	Descriptor Code: 5.611	Issued Date: 11/12/19
		Rescinds: 5.611	Issued: 03/06/18

- 1 All Kingsport City Schools employees are bound by the Code of Ethics of the City of Kingsport.¹ An
2 employee's conduct must be representative of an exemplary role model. The primary function of the
3 school system is the education of children and youth. Each employee is expected to represent the
4 school, school system and the community in a positive manner. **To ensure professional, appropriate,**
5 **and transparent communication with students and families, Kingsport City Schools employees shall**
6 **utilize only communications platform(s) as required by law or State Board policy, or district-provided**
7 **or district-approved communications platform(s) when communicating directly with students and/or**
8 **parents/guardians. The Superintendent of Schools or designee shall establish procedures for the**
9 **approval of such communications platform(s). Approved platform(s) shall be listed on the district**
10 **website.** In the event employee conduct, whether on or off duty, negatively impacts the mission,
11 reputation, or goodwill of Kingsport City Schools, appropriate steps shall be taken to protect the
12 school system and its mission.
- 13 Every employee of Kingsport City Schools shall accord the System his or her professional loyalty and
14 arrange outside obligations, financial interests and activities so as not to conflict or interfere with this
15 commitment. The System shall not unduly interfere with legitimate outside activities of individuals
16 who fulfill their duties.
- 17 Concerns about conflict of interest occur when employees may have the opportunity to (a) use
18 institutional privileges for personal gain or (b) influence business decisions of the System in ways that
19 could lead to personal gain or give improper advantage to the employee's family or associate(s). In
20 cases of uncertainty, an employee and/or supervisor may request a ruling from the Superintendent of
21 Schools.
- 22 All teachers are subject to the Teacher Code of Ethics defined in state law. Non-teaching personnel are
23 subject to the professional code of ethics of their respective field.

Legal References

1. TCA 49-5-501(3)(D); TCA 49-5-1003, 1004;
Kingsport Ordinance 5558

Cross References

Visitors to the Schools 1.501
Use of Electronic Mail 1.805
Use of School Facilities 3.206
Personal and Professional Leave 5.303

MEMORANDUM

TO: The Kingsport Board of Education

FROM: Dr. Andy True

DATE: July 14, 2026

RE: Policy 3.204 Required Report

Per Kingsport Board of Education Policy 3.204 - Threat Assessment Team, the Superintendent of Schools has developed a process for providing parent(s)/guardian(s) information on credible threats of violence or significantly disruptive behavior directed toward or occurring on the grounds of the school their student attends. At least once per quarter, the Board shall be provided a report listing the total number of incidents reported to state and local law enforcement agencies requiring notice to parent(s)/guardian(s) for the respective quarter, as well as for the year to date.

Incidents reported to state and local law enforcement agencies requiring notice to parent(s)/guardian(s):

- Quarter 1 (July 1 - September 30, 2025) 0
- Quarter 2 (October 1 - December 31, 2025) 2
- Quarter 3 (January 1 - March 31, 2026) 4
- Quarter 4 (April 1 - June 30, 2026) 0

2025-26 Year to Date: 6



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer **DJF**

DATE: July 14, 2026

SUBJECT: Renewal of Agreement with ESS South Central for Substitute Staffing

The administration desires to renew the agreement with ESS South Central LLC for substitute staffing services. ESS South Central LLC specializes in providing qualified staff for positions such as substitute teachers and other school support staff for daily, long-term and permanent assignments.

There will be no changes to the pay scale for the upcoming year.

The administration recommends approving Addendum 13 which extends the agreement through school year 2027.

Funding for this service comes from General Purpose School Fund.

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ADDENDUM THIRTEEN

This is an Addendum to an Agreement between **ESS South Central, LLC**, a Delaware limited liability company (the “Company”) and the **Kingsport City Schools** (hereinafter referred to as “LEA” for Local Education Agency).

WHEREAS, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the LEA for a period ending June 30, 2026;

WHEREAS, the Agreement provides for automatic renewals on a yearly basis; and

WHEREAS, LEA and Company are desirous of extending the term of the Agreement through June 30, 2027 with the provisions set forth below; and

WHEREAS, Section 11.1 of the Agreement provides that the Agreement may be amended as agreed between the parties and in writing and signed by the party against whom the operation of such amendment is sought to be enforced; and

Now, Therefore, based upon the exchange of good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2026 through June 30, 2027;
2. Effective July 1, 2026, Exhibit “A” to the Agreement, Pricing, is amended as per the attached revised Exhibit “A”;
3. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

Kingsport City Schools

By _____
Signature

Name and Title

Date _____

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

EXHIBIT A
Pricing Plan

<u>Position</u>	<u>Pay Rate</u>	<u>Bill Rate</u>	<u>Rule</u>
Full Day Substitute Teachers	\$95.00	\$120.65	
Half Day Substitute Teachers	\$47.50	\$60.33	
Full Day Retiree Substitute Teachers	\$120.00	\$152.40	
Half Day Retiree Substitute Teacher	\$60.00	\$76.20	
Full Day Substitute Long Term Teacher	\$230.00	\$292.10	Day 1
Half Day Substitute Long Term Teacher	\$115.00	\$146.05	Day 1
Full Day Substitute Teacher - Certified	\$95.00	\$120.65	
Half Day Substitute Teacher - Certified	\$47.50	\$60.33	
Full Day Substitute Teacher - Non-Certified	\$95.00	\$120.65	
Half Day Substitute Teacher - Non-Certified	\$47.50	\$60.33	
Full Day Building Based Substitute Teacher Certified	\$100.00	\$127.00	
Half Day Building Based Substitute Teacher - Certified	\$50.00	\$63.50	
Full Day Building Based Substitute Teacher Non-Certified	\$100.00	\$127.00	
Half Day Building Based Substitute Teacher - Non-Certified	\$50.00	\$63.50	
Full Day Building Based Substitute Teacher - Retiree	\$120.00	\$152.40	
Half Day Building Based Substitute Teacher - Retiree	\$60.00	\$76.20	
Full Day Paraprofessional - Certified	\$95.00	\$120.65	
Half Day Paraprofessional - Certified	\$47.50	\$60.33	
Full Day Paraprofessional - Non-Certified	\$95.00	\$120.65	
Half Day Paraprofessional -Non- Certified	\$47.50	\$60.33	
Full Day Paraprofessional - Retiree	\$120.00	\$152.40	
Half Day Paraprofessional - Retiree	\$60.00	\$76.20	
ECLC (Early Childhood) Teacher - Full Day	\$95.00	\$120.65	
ECLC (Early Childhood) Assistant - Full Day	\$95.00	\$120.65	
ECLC (Early Childhood) Teacher - Half Day	\$47.50	\$60.33	
ECLC (Early Childhood) Assistant - Half Day	\$47.50	\$60.33	
Secretary/Admin	\$16.00	\$20.32	per hour
Bookkeeper	\$22.00	\$27.94	per hour
Afterschool SACC Assistant	\$47.50	\$60.33	per shift

Bookkeeper	\$22.00	\$27.94	per hour
Afterschool SACC Assistant	\$47.50	\$60.33	per shift



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 14, 2026

SUBJECT: Recommendation to Accept Ballad Health Donation

Ballad Health has agreed to provide a one-time grant in the amount of \$4,500 to the following schools: Dobyys-Bennett High School, DB-Excel, Jefferson Elementary, Johnson Elementary, Kennedy Elementary, Lincoln Elementary and Washington Elementary. The donation, a total of \$31,500, will allow the schools to set up a reset room to aid in positive mental health and stress reduction for students and teachers. Examples of items for the "reset room" may include coloring books, Play-Doh, and fidget toys. The school will provide Ballad with utilization data at the conclusion of each month.

The administration recommends accepting the donation.



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer **DJF**

DATE: July 14, 2026

SUBJECT: Recommendation to Execute an Amended and Restated Purchase Agreement with Solution Tree for Professional Development for Kingsport City Schools

Since the 2022-2023 school year, Kingsport City Schools have contracted with Solution Tree for professional development services. On May 13, 2026, a purchase agreement for \$42,600 was executed for three-day workshops at Jackson Elementary and Robinson Middle School. Since that contract was signed, the administration desires to add additional services for interactive web conferences for the Leadership Team. The cost for the additional services brings the total agreement cost to \$60,600. It is necessary to seek Board of Mayor and Aldermen approval in order to execute the Amended and Restated Purchase Agreement with Solution Tree.

Funding will be from the 2026-2027 Additional Targeted Support and Improvement (ATSI) Grant.



Solution Tree Amended and Restated Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and City of Kingsport for its Kingsport City School District ("Customer"), located at 400 Clinchfield St. Suite 200, Kingsport, TN 37660, agree to amend and restate the Solution Tree Purchase Agreement between the parties dated May 13, 2026 as follows:

1. **Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	\$ 12,120.00	Upon execution of Agreement
Professional Development Services (Remainder)	\$48,480.00	Incrementally after each date
Total	\$60,600.00	

2. **Professional Development Services:** Solution Tree will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Solution Tree provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.

3. General Terms

- 3.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.
- 3.2. **Authorization:** Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.
- 3.3. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.
- 3.4. **Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any



services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

3.5. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: _____
Name: _____ Date _____
Title: _____
Entity: Kingsport City School District

By: _____
Date _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



Exhibit A

Description of Professional Development Services

SERVICE 1: Beyond Labels Customized Workshops (3 days)

Date(s): September 8, 2026; November 3, 2026; February 5, 2027

Proposed Associate(s): Matthew Treadway

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Jackson Elementary

Cost of Service: \$21,300.00 (\$7,100.00 per day)

Description of Service:

These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

SERVICE 2: Beyond Labels Customized Workshops (3 days)

Date(s): September 8, 2026; November 3, 2026; February 5, 2027

Proposed Associate(s): Kimberly Cano

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Robinson Middle School

Cost of Service: \$21,300.00 (\$7,100.00 per day)

Description of Service:

These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

Services may be delivered virtually if necessary. Virtual days are up to 6 hours of support. Virtual pricing will apply to services delivered virtually.

SERVICE 3: Interactive Web Conferences – Leadership Team (6 sessions)

Date(s): July 29, 2026; August 12, 2026; October 28, 2026; December 15, 2026; March 9, 2027; April 21, 2027

Proposed Associate(s): Kimberly Cano



Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: \$9,000.00 (\$1,500.00 per session)

Description of Service:

A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.

SERVICE 4: Interactive Web Conferences – Leadership Team (6 sessions)

Date(s): October 23, 2026; November 20, 2026; December 4, 2026; January 15, 2027; March 5, 2027; April 16, 2027

Proposed Associate(s): Matthew Treadway

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: \$9,000.00 (\$1,500.00 per session)

Description of Service:

A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 14, 2026

SUBJECT: Renewal of Agreement with Frontier Health/Holston Children and Youth Services

The administration desires to enter into an agreement for the purpose of continuing current services provided by Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, behavioral health intervention services, and student assistance services.

The total agreement will not exceed \$140,000.00 and funding for this agreement is found in the FY2027 General Purpose School Fund 141-7250-773.03-99.

FRONTIER HEALTH
Holston Children and Youth Services
And
City of Kingsport for its
KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT
Local Program SY 2026-2027

PARTIES:

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools (herein Kingsport City School System of Kingsport Board of Education) are the parties to this contract (herein Contract) for alcohol and drug prevention, behavioral health interventions, and student assistance services.

CONTRACT:

For, and in consideration of mutual advantages occurring to each of the parties hereto, said parties have agreed and do hereby obligate and bind themselves as follows:

- A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.
- B. Counseling services will be provided on a full-time basis with the following guidelines:
 - a. Student Assistance Counselor will be available at John Sevier and Ross N. Robinson Middle Schools for four (4.5) days per week (36 hours) or 65% of their time dedicated to the school system with allowance for billing third party sources as deemed medically necessary at 35% of their time.
 - b. One Masters level School Wide Behavioral Therapist will be available to the school system for any school needing specialized services working with any student in the school population and with the two current school behaviorists for four and a half (4.5) days per week (36 hours) or 70% of their time dedicated to the school system with allowance for billing third party sources as deemed medically necessary at 30% of their time.
 - c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.
 - d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being.
- C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System.

- D. Payment for services described in section B will be \$140,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City School System for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary.
- E. The contract sum is to be paid in three installments.
- F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.
- G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.
- H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.
- I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.
- J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.
- K. Frontier Health will fully comply and require its contractors and agents to fully comply with the requirements contained in Tenn. Code Ann. § 49-5-413(d) pertaining to required background checks for individuals, who will have direct contact with school children or a child care center or have access to the grounds of a school when children are present. Frontier Health will have mandatory background checks as set out in the statute, and Frontier Health has a duty to require such individuals to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with the children or to enter school grounds. Frontier Health agrees that no employee or contractor of vendor to whom Tenn. Code Ann. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- i. A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202;
- ii. Any offense in title 39, chapter 13 (offenses against persons);
- iii. T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson);
- iv. T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- v. T.C.A. §§ 39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- vi. T.C.A. § 39-17-417 (controlled substances offenses)
- vii. T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- viii. Any other offense in title 39, chapter 17, part 13 (weapons).

Frontier Health shall certify in writing to District that all employees of Frontier Health or its contractors providing services to students or entering on school grounds when children are present have successfully completed the required background check or otherwise complied with Tenn. Code Ann. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualifications under Tenn. Code Ann. § 49-5-413(d).

ASSURANCES:

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

- A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
- B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.
- C. All aspects of services and/or releases of information will comply with Federal and State regulations, including HIPAA and FERPA, regarding student privacy and confidentiality. Records will be completed promptly and filed as appropriate and necessary. All records will be kept protected and safe from unauthorized disclosure. Appropriate disclosure releases contained in the records will be consistent with the confidentiality of all parties involved and by personnel interacting directly with students. This includes the sharing of "need to know" information which may contain but is not limited to diagnoses, social and behavioral functioning information, and familial information. Such behavioral health information will be securely contained in an electronic record system with Frontier Health.

OTHER PROVISIONS:

- A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of

the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing.

- B. This Contract shall be effective as of July 1, 2026 through June 30, 2027.
- C. This Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
- D. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement, and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

IN WITNESS WHEREOF, this Contract is executed by the parties through their authorized officers or representatives.

President, Frontier Health

Date

Mayor, City of Kingsport

Date

APPROVED AS TO FORM

City Attorney

ATTEST

City Recorder

**Memorandum of Understanding
between
City of Kingsport on behalf of its Kingsport City Schools
and
Frontier Health**

This is a Memorandum of Understanding (MOU) between City of Kingsport on behalf of its Kingsport City Schools (the "City") and Frontier Health for the purpose of establishing and maintaining effective working relationships in developing and implementing behavioral health counseling services provided in the school setting. The term of the MOU commences August 1, 2026 and extends through July 31, 2027, but is renewable thereafter by written agreement of both parties. In the event that any one or more provisions of this agreement are deemed null, void, or unachievable due to unforeseen events, the parties shall renegotiate or terminate the remaining provisions of this agreement within 60 days of written notice by either party.

I. Frontier Health agrees to:

- A. In accordance with school safety and mental health service needs, Frontier Health will provide one (1) School-Based Behavioral Health Liaisons (SBBHL) to provide early intervention, prevention, consultation, assessment, and referral services to DB Excel and Cora Cox Academy.
- B. Be accountable for mental health services performed by Frontier Health staff and will provide supervision of Counselors.
- C. Warrant that all School-Based Behavioral Health Liaison employees who will provide services under this contract are duly certified, trained and licensed, and accredited to offer and perform such services including billing third party insurance as deemed medically necessary and as appropriate.
- D. Carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this contract.
- E. Hold the City, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this contract and shall maintain liability insurance not less than \$1,000,000.00 and provide evidence of such insurance to the City.
- F. Follow and monitor all policies and procedures of Kingsport City Schools, including behavioral health services.
- G. Provide feedback to City staff on students referred as to status of the referral situation when Frontier Health has the appropriate releases necessary to provide the requested information.
- H. Assist City with data collection for counseling data as requested.
- I. Provide supplies and materials needed for counseling services by Frontier Health staff.
- J. Individuals engaged by Frontier Health to perform services under this contract shall not be considered employees of the City and shall not be entitled to benefits or compensation arising there from other than those specifically provided for in this contract.
- K. Follow the guidelines of TCA 49-5-413; require all employees in a position requiring proximity to, or providing direct student care, to submit to a fingerprinting and criminal history records check to be conducted by the Tennessee Bureau of Investigation prior to

permitting the person to have contact with the children or enter school grounds. A copy of the results of the investigation will be provided to the City. No employee of Frontier Health whose records check indicates that he/she has been convicted to an offense that is classified as a sexual offense or a violent sexual offender as defined in TCA 40-39-202 shall be allowed to enter the school grounds.

- L. Frontier Health staff will provide school-based behavioral health interventions and will monitor student progress based on those interventions in accordance with Tier II expectations on the Student Behavioral Support Structure Model.
- M. Frontier Health acknowledges that the provision of any services to students identified as having a disability, shall be in accordance with the student's Individualized Education Program (IEP), any behavior intervention plan, Section 504 Plan, and any applicable Board policies.
- N. Frontier Health shall require all employees to immediately report to the school administrator instances where a student communicates a serious threat of harm to him/herself or others.
- O. In the event of an unexpected school closure, Frontier Health School-based Liaison will remain available to assigned schools to provide virtual/distance services for identified students and faculty as needed.

II. City agrees to:

- A. Follow all policies and procedures of Frontier Health pertaining to confidentiality unless otherwise provided by law.
- B. Respect the boundaries set by Frontier Health and City for adherence regarding requiring parental permission to be obtained before a student can receive services from Frontier Health staff
- C. Handle all mental health emergencies, including those clients of Frontier Health Systems, in the same manner noted for all students enrolled in the Kingsport City Schools when Frontier Health is not on site. Kingsport City Schools may contact Frontier Health staff for consultation via telephone.
- D. Provide space, utilities, internet access, maintenance, housekeeping, security, and safe access to Frontier Health staff and strive to obtain the most confidential space available for counseling site.
- E. Provide access to students during instructional time according to mutually developed procedures, preferable study hall period or other non-academic time.
- F. Participate in quality assessment activities.
- G. Provide demographic and disciplinary data to Frontier Health staff as needed for program assessment use as defined in the outcome data requirements of the State Contract for SBBHL services.
- H. Provide a school-based liaison/contact City employee identified by the school and agreed upon by Frontier Health) between City and Frontier Health whose duties include monitoring scheduling, team collaborations, and policy adherence and updates. In order to enhance the effectiveness of the SBBHL program, the principal/ assistant principal/Director of Schools will be available as needed to address SBBHL concerns and issues related to school-based services.
- I. Provide a referral base from school counselors, teachers, and school nurses as appropriate. Assist with completion of periodic student survey and access to student and staff demographics in accordance with the evaluation policy.

- J. Refer Child Abuse and Neglect incidents to the Department of Children Services per Kingsport City Department of Education Board policy.

In order to enhance the effectiveness of the SBBHL program, Assurances:

- III. Both parties agree to comply with the following statuses, regulations, standards, policies and procedures in the operation of the program which is the subject of this MOU:
 - A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
 - B. In accordance with Titles VI and VII of the Civil rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to the discrimination in the performance of this MOU or in the employment practices of either party.
 - C. All aspects of services and/or releases of information will comply with Federal and State regulations, including HIPAA and FERPA, regarding student privacy and confidentiality. Records will be completed promptly and filed as appropriate and necessary. All records will be kept protected and safe from unauthorized disclosure. Appropriate disclosure releases contained in the records will be consistent with the confidentiality of all parties involved and by personnel interacting directly with students. This includes the sharing of "need to know" information which may contain but is not limited to diagnoses, social and behavioral functioning information, and familial information. Such behavioral health information will be securely contained in an electronic record system with Frontier Health.

IV. Other Provisions:

- A. This MOU, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the agreement shall not be binding unless agreed to by all parties in writing.
- B. This Agreement is based solely on the funding from the Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) and is therefore contingent upon such funding and will be terminated at any time such funding is no longer available.
- C. The determination of school systems for funded SBBHL services is at the discretion of TDMHSAS. Placement of SBBHL staff is based on mutually agreed upon individual schools within the school district between Frontier Health and the school system. This is subject to change given the needs within the school systems or other school systems, with 60 days' notice to the school system and based on appropriation of available staff.
- D. Any changes to the identified schools in this MOU will require TDMHSAS approval. If a change is requested before this MOU expires, an addendum will be created.
- E. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of

active employees of the other party for the purpose of employment during the duration of this agreement and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

The signatures below represent agreement of both parties with the understanding outlined in this document.

City of Kingsport for its Kingsport City Schools
Director of Schools

Date

Frontier Health Representative

Date

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

**Memorandum of Understanding
between
City of Kingsport on behalf of its Kingsport City Schools
and
Frontier Health**

This is a Memorandum of Understanding (MOU) between City of Kingsport on behalf of its Kingsport City Schools (the "City") and Frontier Health for the purpose of establishing and maintaining effective working relationships in developing and implementing behavioral health counseling services provided in the school setting. The term of the MOU commences August 1, 2026 and extends through July 31, 2027, but is renewable thereafter by written agreement of both parties. In the event that any one or more provisions of this agreement are deemed null, void, or unachievable due to unforeseen events, the parties shall renegotiate or terminate the remaining provisions of this agreement within 60 days of written notice by either party.

I. Frontier Health agrees to:

- A. In accordance with school safety and mental health service needs, Frontier Health will provide four (4) Youth Drug Prevention Program (YDPP) therapist to provide early intervention, prevention, consultation, assessment, groups, and referral services to Abraham Lincoln Elementary, Andrew Jackson Elementary, George Washington Elementary, John Adams Elementary, John F Kennedy Elementary, John Sevier Middle, Ross N Robinson Middle, Theodore Roosevelt Elementary, and Thomas Jefferson Elementary.
- B. Be accountable for mental health services performed by Frontier Health staff and will provide supervision of Counselors.
- C. Warrant that all Youth Drug Prevention employees who will provide services under this contract are duly certified, trained and/or licensed, and accredited to offer and perform such services including billing third party insurance as deemed medically necessary and as appropriate.
- D. Carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this contract.
- E. Hold the City, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this contract, and shall maintain liability insurance not less than \$1,000,000.00 and provide evidence of such insurance to the City.
- F. Follow and monitor all policies and procedures of Kingsport City Schools, including behavioral health services.
- G. Provide feedback to City staff on students referred as to status of the referral situation when Frontier Health has the appropriate releases necessary to provide the requested information.
- H. Assist the City with data collection for counseling data as requested.

- I. Provide supplies and materials needed for counseling services by Frontier Health staff.
 - J. Individuals engaged by Frontier Health to perform services under this contract shall not be considered employees of the City and shall not be entitled to benefits or compensation arising there from other than those specifically provided for in this contract.
 - K. Follow the guidelines of TCA 49-5-413; require all employees in a position requiring proximity to, or providing direct student care, to submit to a fingerprinting and criminal history records check to be conducted by the Tennessee Bureau of Investigation prior to permitting the person to have contact with the children or enter school grounds. A copy of the results of the investigation will be provided to the City. No employee of Frontier Health whose records check indicates that he/she has been convicted to an offense that is classified as a sexual offense or a violent sexual offender as defined in TCA 40-39-202 shall be allowed to enter the school grounds.
 - L. Frontier Health staff will provide school-based behavioral health interventions and will monitor student progress based on those interventions in accordance with the Opioid Abatement Counsel expectations.
 - M. Frontier Health acknowledges that the provision of any services to students identified as having a disability, shall be in accordance with the student's Individualized Education Program (IEP), any behavior intervention plan, Section 504 Plan, and any applicable Board policies.
 - N. Frontier Health shall require all employees to immediately report to the school administrator instances where a student communicates a serious threat of harm to him/herself or others.
 - O. In the event of an unexpected school closure, Frontier Health staff will remain available to assigned schools to provide virtual/distance services for identified students and faculty as needed.
- II. City agrees to:
- A. Follow all policies and procedures of Frontier Health pertaining to confidentiality unless otherwise provided by law.
 - B. Respect the boundaries set by Frontier Health and City for adherence regarding requiring parental permission to be obtained before a student can receive services from Frontier Health staff
 - C. Handle all mental health emergencies, including those clients of Frontier Health Systems, in the same manner noted for all students enrolled in the Kingsport City Schools when Frontier Health is not on site. Kingsport City Schools may contact Frontier Health staff for consultation via telephone.
 - D. Provide space, utilities, internet access, maintenance, housekeeping, security, and safe access to Frontier Health staff and strive to obtain the most confidential space available for counseling site.
 - E. Provide access to students during instructional time according to mutually developed procedures, preferable study hall period or other non-academic time.

- F. Participate in quality assessment activities.
- G. Provide demographic and disciplinary data to Frontier Health staff as needed for program assessment use as defined in the outcome data requirements of the State Contract for YDPP services.
- H. Provide a YDPP contact (Kingsport City Schools employee identified by the school and agreed upon by Frontier Health) between City and Frontier Health whose duties include monitoring scheduling, team collaborations, and policy adherence and updates. In order to enhance the effectiveness of the YDPP program, the principal/ assistant principal/Director of Schools will be available as needed to address YDPP concerns and issues related to school-based services.
- I. Provide a referral base from school counselors, teachers, and school nurses as appropriate. Assist with completion of periodic student survey and access to student and staff demographics in accordance with the evaluation policy.
- J. Refer Child Abuse and Neglect incidents to the Department of Children Services per Kingsport City Department of Education Board policy.

In order to enhance the effectiveness of the YDPP program, Assurances:

- III. Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this MOU:
 - A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
 - B. In accordance with Titles VI and VII of the Civil rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to the discrimination in the performance of this MOU or in the employment practices of either party.
 - C. All aspects of services and/or releases of information will comply with Federal and State regulations, including HIPAA and FERPA, regarding student privacy and confidentiality. Records will be completed promptly and filed as appropriate and necessary. All records will be kept protected and safe from unauthorized disclosure. Appropriate disclosure releases contained in the records will be consistent with the confidentiality of all parties involved and by personnel interacting directly with students. This includes the sharing of "need to know" information which may contain but is not limited to diagnoses, social and behavioral functioning information, and familial information. Such behavioral health information will be securely contained in an electronic record system with Frontier Health.

IV. Other Provisions:

- A. This MOU, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion

of any of the terms and conditions of the agreement shall not be binding unless agreed to by all parties in writing.

- B. This Agreement is based solely on the funding from the Opioid Abatement Counsel of Tennessee and is therefore contingent upon such funding and will be terminated at any time such funding is no longer available.
- C. The determination of school systems for funded YDPP services is at the discretion of Opioid Abatement Counsel. Placement of YDPP staff is based on mutually agreed upon individual schools within the school district between Frontier Health and the school system. This is subject to change given the needs within the school systems or other school systems, with 60 days' notice to the school system and based on appropriation of available staff.
- D. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

The signatures below represent agreement of both parties with the understanding outlined in this document.

City of Kingsport for its Kingsport City Schools
Director of Schools

Date

Frontier Health Representative

Date

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER

CITY ATTORNEY



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 14, 2026

SUBJECT: Renewal of Agreement with Clarvida (also known as Camelot Care Centers)

The administration desires to enter into an agreement for the purpose of continuing current services provided by Clarvida/Camelot Care Centers. Clarvida mental health professionals work with children, families of KCS Students, and Staff to develop and implement treatment plans and provide services in accordance with the established treatment plans. Clarvida will have eleven counselors in the system in order to meet the needs of the students while eliminating the disruption to the educational process by allowing counselors to meet with students at the school facility instead of offsite.

This Agreement is for school year 2026-2027, starting August 2026 and ending May 2027. The agreement will not exceed \$198,000.00 and funding will be from the following accounts:

General Purpose School Fund 141-7250-773.03-99	\$45,000
Coordinated School Health Fund (CSH027) 141-7250-772.03-99	\$18,000
Safe Schools Grant Fund (SSA027) 141-7250-773.03-99	\$135,000

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 21st day of July 2026, by and between the City of Kingsport for its Kingsport City School System ("School System") and Clarvida a/k/a Camelot Care Centers, Inc. ("Provider").

WHEREAS, School System recognizes that offering mental health and/or other counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyns-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Children Served:** Provider will work with each school listed above to offer individual and group therapy services to eligible students and will respond to any crisis or behavioral issues that may arise at the school, upon request of the principal or principal's designee. Participating children must be determined eligible for services based on assessment by a Provider qualified mental health professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.
2. **Staffing:** Provider shall undertake all reasonable steps necessary to provide Eleven (11) qualified mental health professionals who will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans. In the event Provider is unable to Provide the full contingent of Staff the compensation due provider shall be as set forth in Paragraph 9.
3. **Assessment of Eligibility:** Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.
4. **Service Goals:** Provider will provide services that meet the following goals:
 - a. Work with School administrative staff to identify children needing services.
 - b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
 - c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.
 - d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.

5. Expectations for School:
 - a. Refer children who have been identified as needing services to Provider for assessment.
 - b. Provide appropriate workspace for Provider's staff during regular School business hours, including, but not limited to:
 - (i) Private space for use during times when individual therapy or parent meetings are necessary.
 - (ii) Private group meeting space for group therapy.
 - (iii) Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
 - c. Provide access to and use of classroom materials for therapeutic activities.
 - d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
 - e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.
6. Expectations of Provider:
 - a. Provide clinically competent services within the dynamics of a school milieu.
 - b. Be accountable for its staff involved in the provision of services at School.
 - c. Provide all staff supplies and equipment needed for the provision of services at School.
 - d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
 - e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
7. Duration of Agreement: This Agreement is for school year 2026-2027, starting August 2026 and ending May 2027. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.
8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.
9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee not to exceed One Hundred Ninety-Eight Thousand Dollars and No Cents (\$198,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices neither of which shall exceed \$99,000.00 to the School System. One invoice issued in December 2026 and one in May 2027. In the event that Provider has less staff than mentioned in paragraph 2, the School System will pay \$18,000 per qualified mental health professional provided.
10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.
11. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and, therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."

12. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.
13. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:

Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide crossclaim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider.

Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.

14. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:

Notice to School System shall be sent to the following:

Jim Nash
Chief Student Services Officer
Kingsport City Schools
400 Clinchfield Street, Suite 200
Kingsport, TN 37660
423-378-2169
jnash@k12k.com

Notice to Provider shall be sent to the following:

Aaron Shankle, MA
Director of Business Development
Clarvida
2971 Fort Henry Drive
Kingsport, TN 37664
423-392-2975 Ext. 1010
Aaron.Shankle@clarvida.com

15. Governing Law: This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.

16. Independent Contractor: Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.
17. General Compliance with Laws: Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.
18. Severability: If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
19. Backgrounds Checks Required. Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
- (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
 - (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
 - (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)
 - (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
 - (iv) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley's Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
 - (v) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
 - (vi) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
 - (vii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Agreed and Accepted by:

PROVIDER:
CLARVIDA F/K/A CAMELOT
CARE CENTERS, INC.

SCHOOL SYSTEM:
CITY OF KINGSPORT FOR ITS
KINGSPORT CITY SCHOOLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 14, 2026

SUBJECT: Renewal of Agreement with Blue Ridge Medical Management Corporation

The administration desires to renew the agreement for the purpose of continuing current services provided by Blue Ridge Medical Management Corporation for extracurricular student drug screenings.

Total expenditures for FY2026 were \$13,723.25. The agreement total will not exceed \$15,000.00 and funding is found in General Purpose School Fund 141-7250-773.03-99.

**SECOND ADDENDUM TO
AGREEMENT FOR SERVICES**

An Agreement for Services was entered into effective July 30, 2024 by and between **Blue Ridge Medical Management Corporation** ("Company") and the **City of Kingsport** for its Kingsport City Schools ("KCS") for the provision of extracurricular student drug screening (the "Agreement"). The terms of the Agreement are hereby amended as set forth herein.

This Addendum modifies the above referenced Agreement as set forth below. Unless otherwise indicated, all terms used herein shall have the meaning ascribed to them in the Agreement.

1. ARTICLE V, "Period of Performance", is hereby deleted in its entirety and replaced as follows:

The Scope of Services to be performed by COMPANY shall be fully and finally completed on or before July 30, 2027. Final completion is the completion of all Services and contract requirements by COMPANY. Any additional annual term(s) shall be mutually agreed upon in writing by the Parties to the Agreement.

If the Agreement is not renewed by KCS due to lack of available funding, KCS shall have no obligation to pay any additional costs past July 30, 2027 other than those already incurred by KCS pursuant to Article IV of the Agreement.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Except as hereby amended, all other terms and conditions of the Agreement effective July 30, 2024 shall remain in full force and effect.

**BLUE RIDGE MEDICAL MANAGEMENT
CORPORATION**

403 Princeton Road, Suite 3
Johnson City, TN 37601

By: _____

Date: _____



**CITY OF KINGSFORT FOR ITS
KINGSFORT CITY SCHOOLS**

400 Clinchfield Street, Suite 200
Kingsport, TN 37660

By: _____
Christopher Hampton

Date: _____

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 14, 2026

SUBJECT: Recommendation to Enter into an Agreement with SchoolKit for the 5-12
Secondary Literacy Implementation Project, Year 2

The administration recommends utilizing the state contract 89157 with SchoolKit, LLC to acquire services in connection with a Comprehensive Literacy State Development (CLSD) grant in the amount of \$80,000.00. Services provided under this contract include but are not necessarily limited to the identification of needs in literacy education, training on instructional practices in literacy, and training and support in using state approved instructional documents to improve literacy instruction.

Kingsport City Schools benefit from state contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the State of Tennessee Central Procurement Office. Also, utilizing state procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

The total cost of this contract is funded from the Comprehensive Literacy State Development (CLSD) Grant.

Contracting Agreement

This Contracting Agreement (the "Agreement"), effective as of June 19, 2026, (the "Effective Date"), is by and between SchoolKit, a District of Columbia Limited Liability Corporation ("SchoolKit"), and City of Kingsport for its Kingsport City Schools, located at 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37664, ("Kingsport" and together with SchoolKit, the "Parties").

WITNESSETH

WHEREAS, Kingsport has determined that a need exists to retain support for the implementation of professional learning services;

WHEREAS, SchoolKit and Kingsport have determined the needs of Kingsport will be satisfied by the services rendered by SchoolKit;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereto agree as follows:

1. SERVICES.

- (a) SchoolKit agrees to provide the services (the "Services") described in the Scopes of Work (each a "SOW") attached as Appendix A in exchange for agreed-upon payments in accordance with the enclosed payment schedules that are provided within Appendix A. Each Scope of Work is incorporated herein and made a part of this Agreement.

2. TERM AND TERMINATION.

- (a) This Agreement shall commence on the Effective Date and shall continue until the date of June 30, 2027, or as provided in the applicable SOW (the "Initial Term"), unless earlier terminated as provided in Section 2(c) or in the applicable SOW.
- (b) Renewal:
 - i. This Agreement may be renewed for additional terms (each a "Renewal Term") by mutual written agreement of the Parties at any point prior to the expiration of the Initial Term or any Renewal Term. The first Renewal Term, if applicable, will begin July 1, 2027, and will continue until a date agreed upon by the Parties, in each case subject to the termination provision in Section 2(c).
- (c) Termination for Default:
 - i. With the provision of thirty (30) days' written notice (the "Notice Period"), either Party may terminate this Agreement, in whole or in part, if SchoolKit fails to deliver the supplies or perform the Services within the time specified in this Agreement or any extension provided, provided that if SchoolKit cures its failure to deliver supplies or failure to perform

Services within ten (10) days of the written notice (the "Cure Period"), this Agreement may not be terminated according to this Section 2(c).

- ii. With the provision of the Notice Period, SchoolKit may terminate this Agreement, in whole or in part, if Kingsport fails to timely pay for Services rendered or supplies delivered as provided in Article 3.
- iii. Kingsport shall pay the price specified in the Agreement or SOW for completed supplies delivered and Services accepted.
- iv. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

3. PAYMENT FOR SERVICES.

- (a) Kingsport agrees to pay SchoolKit in accordance with the terms set forth in the SOW.
- (b) Payments to SchoolKit are due by the dates outlined in the SOW or otherwise in this Agreement.

- 4. INDEPENDENT CONTRACTOR.** SchoolKit shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

5. REPRESENTATIONS AND WARRANTIES.

- (a) Each Party represents and warrants to the other Party that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement and the performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; and (iii) it is in material compliance with all applicable laws, rules and regulations that would be applicable under this Agreement (the "Laws").
- (b) Each Party represents and warrants to the other that its disclosure of any information, data or materials and the use thereof, as expressly authorized by the disclosing Party, will not violate any confidentiality obligations, trade secrets, copyrights, trademarks or other proprietary rights of any third party.

6. COVENANTS

- (a) Each Party agrees that it shall at all times be in material compliance with all applicable laws, rules and regulations applicable under this Agreement.

- (b) Each Party agrees that it shall at all times comply with its confidentiality obligations under any separate non-disclosure and confidentiality agreement that may have been executed between the Parties, in addition to those contained in Article 8 herein.

7. CONFIDENTIAL INFORMATION.

- (a) Each Party shall treat as confidential all teacher and student work samples collected or possessed in connection with the Services rendered pursuant to this Agreement in compliance with all applicable state and federal laws and regulations, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232(g); 34 CFR Part 99, except (i) to the extent such work samples are shared between the Parties and may be shared without violating the Laws, or (ii) to the extent that such work samples are required by applicable Law to be shared with a third-party.
- (b) Notwithstanding anything in this Agreement to the contrary, any provision regarding the confidentiality of the terms and conditions of the Agreement are deleted. Any documents, materials, or attachments/exhibits, including the Terms of Service/the Agreement/the License Agreement and the information contained in the Agreement, in any format, including, but not limited to, paper, electronic, or virtual, are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. § 10-7-503 *et seq.*, are not confidential, and are subject to disclosure in whole or in part to any citizen of Tennessee, without regard to any provision contained in the Agreement declaring information confidential. Records not otherwise made confidential by Tennessee law are public records. Kingsport must, upon proper request by a citizen of Tennessee, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to SchoolKit or provide SchoolKit with notice or the time to obtain a protective order.

8. DISCLAIMER AND LIMITATION OF LIABILITY.

- (a) EXCEPT FOR ITS LIABILITY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- (b) EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES

OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL AMOUNTS PAID UNDER THIS AGREEMENT.

9. GENERAL PROVISIONS.

- (a) Paragraph Headings. Paragraph headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.
- (b) Modification. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the Parties hereto or their legal representatives.
- (c) Changes. SchoolKit shall not commence any work not specifically required by the approved SOW, nor change the SOW without the prior written authorization of Kingsport. This Agreement may be amended, supplemented or modified only by a written document executed by duly authorized representatives of the Parties.

Either Party may initiate a change request for mutual agreement via Agreement amendment.

- (d) If there is a conflict between this Agreement and Appendix A, the terms of the respective appendix shall supersede the corresponding terms of this Agreement with respect to the services performed thereunder.
- (e) Waiver. Failure by either Party at any time to require performance by the other Party or to claim a breach of any term of this Agreement will not be construed as a waiver of any right under this Agreement, will not affect any subsequent breach, will not affect the effectiveness of this Agreement or any part thereof, and will not prejudice either Party in any subsequent action.
- (f) Severability. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties.
- (g) Complete Agreement. This Agreement, together with every SOW, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.
- (h) Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Subcontracting is authorized.
- (i) Notices. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by first class, registered or certified mail, return receipt requested, postage prepaid, to the intended recipient thereof at its address shown herein below or to such other addresses as the intended recipient may specify in a notice pursuant to this Paragraph.

If to Kingsport City Schools:

Kingsport City Schools
400 Clinchfield Street, Suite 200
Kingsport, TN 37664

Attn: Brian Cinnamon

If to SchoolKit:

SchoolKit
6711 Germantown Ave.
#25321
Philadelphia, PA 19119-9997

Attn: Ethan Mitnick

- (j) Force Majeure. Neither Party shall be in breach of this Agreement or responsible

for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is good faith in a Party's attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond the control of the Party to be charged.

- (k) Survival of Provisions. The terms and provisions of this Agreement that by their sense and context are intended to survive the performance thereof or hereof of either Party or both Parties hereto shall so survive the completion of performance and termination of this Agreement, including without limitation the making of any and all payments due hereunder.
- (a) Governing Law and Enforcement. This Agreement shall be governed and construed in accordance with the laws of the state of Tennessee without regard to conflict of law provisions thereof. Each Party submits to exclusive jurisdiction and venue in the courts located in the state or federal courts for Kingsport, Sullivan County, Tennessee for all matters in connection with this Agreement. In the event it should become necessary for either Party to commence an action under this Agreement, each Party shall be responsible for its attorney's fees and costs in connection with any such collection efforts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

City of Kingsport for its Kingsport City Schools

[Signature]

[Name]

[Title]

Date: _____

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

SchoolKit

Signed by:

7000020E0F21420...

Tirza Buelto

Director of Operations & Finance

Date: June 22, 2026 | 9:05 AM EDT

Appendix A Scope of Work

The following constitutes the Scope of Work (“SOW”), which is made and entered between SchoolKit and Kingsport City Schools (“Kingsport” and together with SchoolKit, the “Parties”).

Our work together will last from July 1, 2026 to June 30, 2027. SchoolKit will offer the following services to Kingsport:

This is the second year of the partnership between Kingsport City Schools and SchoolKit in support of the CLSD secondary literacy grant. In the first year of our partnership, we focused on context building, established baselines for district systems and student performance, and set goals for the upcoming work. Year 2 of our work together will target Unit and Lesson-level internalization with a goal of supporting Kingsport in shifting responsibilities for these high-leverage tasks from the district to school-level leaders in Middle School. To accomplish this we will work in tandem to deepen leaders' understanding of best practices in secondary literacy and strengthen systems and structures for effective HQIM implementation. Additionally, we will focus on supporting teachers utilizing these internalization practices with an emphasis on planning and implementing supports for individual students in their classrooms.

Onsite Support Days

20 onsite full support days that take place via a cadence determined between SchoolKit and Kingsport City Schools. The purpose of our work together is to strengthen secondary literacy implementation via TDOE’s CLSD grant. Onsite support days will be focused on the priorities identified in the Literacy Materials Implementation Support Grant. In this time, we may complete the following activities:

- Strategic planning with district leaders, including establishing goals for our work together, monitoring the progress and impact of our services, planning training and coaching logistics, and reviewing data.
- Classroom walkthroughs, data collection, and data analysis to develop a comprehensive Secondary Literacy Landscape Analysis & Implementation Plan
- Provide secondary literacy training to teachers and/or leaders
- Provide secondary literacy coaching to teachers and/or leaders

IPG & HQIM Framework Data Analysis

- SchoolKit will facilitate and analyze the Instructional Practice Guide (“IPG”) and HQIM Implementation Framework data collection three (3) times a year during the CLSD Grant term.

Asynchronous Modules

- SchoolKit will create three (3) Asynchronous learning modules each year during the CLSD Grant term, focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the State.

Reporting & Attendance

- SchoolKit will maintain and report LEA teacher, employee, and/or representative engagement and LEA teacher, employee, and/or representative attendance records to the State on direct support days and statewide engagement during the CLSD Grant term.

State Planning Meetings

- SchoolKit will attend contractor meetings every other week with State staff to ensure alignment to statewide support and priorities identified in the Literacy Materials Implementation Support Grant.

Cost

SchoolKit will charge Kingsport a total of \$80,000.00 for the services described above. Kingsport will pay SchoolKit on a monthly basis based on services provided the preceding month.

Kingsport City Schools

[Signature]

[Name]

[Title]

Date: _____

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

SchoolKit

Signed by:


7300020E4F21429

Tirza Buelto

Director of Operations & Finance

Date: June 22, 2026 | 9:05 AM EDT

Background Check Requirement

Mandatory background checks are required to execute this agreement. Vendor will fully comply and require its contractors and agents to fully comply with the requirements contained in T.C.A. §49-5-413(d) pertaining to required background checks for individuals, who will have direct contact with school children or a childcare center or have access to the grounds of a school when children are present. Vendor will have mandatory background checks as set out in the statute, and Vendor has a duty to require such individuals to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with the children or to enter school grounds. Vendor agrees that no employer, or employee of the employer, including contractors of Vendor to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any of the offenses listed in T.C.A. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i.) A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202; or
- (ii.) Any offense in title 39, chapter 13 (offenses against persons); or
- (iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson); or
- (iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary); or
- (v.) T.C.A. §§ 39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment); or
- (vi.) T.C.A. § 39-17-417 (controlled substances offenses) or
- (vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Prior to any employer or employee providing service to the school pursuant to this Agreement Vendor shall certify in writing to Kingsport City Schools that all employees of Vendor or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification(s) under T.C.A. § 49-5-413(d).

DocuSigned by:

Ethan Mitnick

9899F94B4E36443

Signature of Authorized Representative

June 24, 2026 | 3:18 PM EDT

Date

July 14, 2026

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2026-2027
BUDGET AMENDMENT NUMBER TWO

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: TISA GROWTH FUNDS/FUND BALANCE

We were recently notified that Kingsport City Schools qualified for TISA growth funds in FY 26. This is calculated by applying the FY 27 TISA enrollment numbers and using the FY 26 TISA factors and comparing the difference in the amounts generated. Due to the change in using the 1.6 multiplier for concentrated poverty, the growth calculated for Kingsport City Schools was 1.56 %. This resulted in growth funds of \$764,284.

These funds were accrued and posted as FY 26 revenue and will be added to the Unreserved Fund Balance at the end of FY 26. In order to spend these funds they will have to be appropriated from the fund balance and added to the FY 27 budget. At this time there are \$700,000 in expenses related to the Lynn Garden Elementary School project and the Dobyys-Bennett Renovation project that funding is being recommended for. Details of the expenses will be shown below in narrative for each of these projects.

At this time, it is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$700,000. It is further recommended that \$270,000 of these funds be transferred to the Lynn Garden Elementary School project and \$430,000 be transferred to the Dobyys-Bennett Renovation project.

ITEM TWO: BALLAD HEALTH DONATION FOR RESET ROOM

We are receiving another donation from Ballard Health to fund reset rooms in our schools. This donation is for \$31,500 and will fund reset rooms for the 7 remaining schools. The schools funded with this donation are Dobyys-Bennett, D-B Excel, Jefferson, Johnson, Kennedy, Lincoln, and Washington. Reset Rooms are provided to aid in positive mental health and stress reduction for students and teachers.

It is recommended estimated revenue for Other Local Revenue and the appropriations for Non-Instructional Equipment be increased by \$31,500.

ITEM THREE: FY 27 BUDGET RECONCILIATION WITH THE CITY

You will recall that budget amendment number one appropriated an additional \$200,000 of TISA funds to the FY 27 budget. These funds are being used to fund a custodial pay reclassification. Due to miscommunication, the City of Kingsport made a change to the original budget and on second reading of the FY 27 Budget Ordinance increased the General Purpose School Fund budget by \$244,400. This amount represents additional TISA funds from the May TISA estimate. These funds were appropriated for the custodial pay increase and for the purchase of the Transportation Software. In order to bring the Board of Education's approved budget in line with the City of Kingsport's approved budget, it is necessary to increase the budget by \$44,400.

It is recommended that the estimated revenue for TISA funds and the appropriation for transportation software be increased by \$44,400.

Item three of this Board of Education budget amendment will not be included in the Budget Ordinance presented to the Board of Mayor and Aldermen.

GENERAL PROJECT FUND

Lynn Gargen Elementary School

To date the following funds have been appropriated for this project.

General Purpose School Funds	\$4,619,798
City of Kingsport Bond Funds	2,600,000
Total	\$7,219,798

Current and Future Obligation

Current Obligations	
Advertising Fees	\$ 500
Architect Fees	912,767
Projected Obligations	
Architect Fees	2,265,000
State Fire Marshall Fees	50,000
Demolition and Site Work	4,000,000
Contingency	240,000
Miscellaneous	21,531
Total	\$7,489,798
Balance	\$ (270,000)

It is recommended that the estimated revenue for School Fund Transfers and the appropriations for Architect Fees and Construction Contracts be increased by \$270,000.

Dobyns-Bennett Renovations

There were various alternates that were not accepted on this project, due to a lack of funding. With the new TISA growth funds, it is now being recommended that 3 of the remaining alternates be accepted. The alternates are:

Alternate 1 – Renovation of the old office area	\$236,000
Alternate 2 – Fire shutter replacement	\$160,000
Alternate 9A – IT wiring for new classrooms	\$106,000

These alternates total \$502,000 and a 6% contingency on these items is \$30,120. In addition to

these items, it is also recommended that the clocks throughout the school be replaced. This was an alternate in the bid, but it is recommended that this work be handled outside of the Construction Partners contract. The necessary quotes will be requested, and a separate purchase order will be issued. It is anticipated that this will cost \$40,000 to \$50,000.

Currently there is \$152,668 available in this project and the total of the above work is \$582,120.

It is recommended that the estimated revenue for School Fund Transfers and the appropriations be increased by \$430,000.



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 14, 2026

SUBJECT: Recommendation to Enter Into Contract with Thompson & Litton for Phase 3 for the New Elementary School in Lynn Garden

The administration recommends entering into an Agreement for a lump sum fee of \$2,265,000 with Thompson & Litton, Inc., for professional architectural and engineering services to provide the design development, construction documents, bidding assistance, and construction administration for Phase 3 of the New Elementary School in Lynn Garden. The total fee includes \$188,795 for additional services of landscaping consultant, kitchen equipment consultant, furniture design consultant, furniture bidding, and cost estimating. There is also \$48,000 included for reimbursable expenses.

The design work is scheduled to be complete in June 2027, construction scheduled to begin in September 2027, substantial completion is scheduled for the end of May 2029, with the school opening in August 2029.

Funds for Phase 3 are designated in the Lynn Garden Elementary School project GP2507.



**THOMPSON
& LITTON** EST.
1956

ENGINEERS ARCHITECTS SURVEYORS

June 19, 2026

Mr. Andy True
Assistant Superintendent - Administration
Kingsport City Schools
499 Clinchfield Street, Suite 200
Kingsport, TN 37660

RE: A/E Fee Proposal for a New Elementary School and Associated
Work at the Lynn View Community Center Site - Phase 3
T&L Project No. 018291

Dear Mr. True:

Thompson & Litton, Inc. (T&L) is pleased to offer this proposal for professional architectural and engineering services to provide the Design Development, Construction Documents, Bidding Assistance, and Construction Contract Administration Phase services for the new 750 student elementary school. This proposal replaces the original proposal dated June 11, 2026. The Phase 1 work on the project is complete. The Phase 2 work is currently being addressed with the completion of the construction scheduled for August of 2027 (please see below).

T&L has continued our relationship with our teaming partner, Moseley Architects, to provide the services required in order to complete this project. Additionally, other subconsultants which will be involved are listed below:

Environmental Testing

Environmental Solutions & Associates, Inc.

Structural Engineering

Spoden and Wilson Consulting Engineers

Geotechnical and Subsurface Investigation

Foundation Systems Engineering, P.C.

Interior Design and Furniture,

Fixtures, and Equipment

Inspire Business Interiors

Food Service

Food Service Consultants Studio

Cost Estimating

Hummer Construction Resources

Landscape Design

Ross Fowler Landscape Architecture



BACKGROUND INFORMATION AND SCOPE OF THE OVERALL PROJECT

The Kingsport City Schools had requested an architectural/engineering proposal to provide a new approximately 750 student (at 85% capacity) pre-K through fifth grade elementary school on the site of the current Lynn View Community Center in the Lynn Garden Community of Kingsport. This new elementary school will replace the existing Roosevelt Elementary School and Kennedy Elementary School which are also located in the Lynn Garden Community. Per the most recent schematic design plans, the new multi-story facility will serve 872 students and be approximately 117,000 square feet.

The new elementary school will include the following interior educational spaces:

- Corridors
- Classrooms
- Educational interventions/support areas
- Gymnasium with space for school-wide gatherings
- Cafeteria
- Classrooms for instrumental music program (band/orchestra)
- Administrative spaces including administrative offices, counseling support areas, and school resource officer areas

The new elementary school will include the following non-educational interior spaces:

- Kitchen
- Toilets
- Stairs
- Elevator and elevator equipment room
- Storage rooms
- Mechanical rooms
- Electrical rooms
- IT rooms

The new elementary school will include the following exterior spaces:

- Outdoor play areas including, but not limited to, athletic fields (not including playground replacement)
- Parking lots
- Parent/guardian drop-off/pick-up area
- Bus drop-off/pick-up area



Existing Site and Surrounding Area:



As noted above, the site for new pre-K through fifth grade elementary school is the current Lynn View Community Center property. This site currently contains the existing building and associated parking lots, a newly built outdoor play area, and a baseball field. The site also includes the property on the South side of Walker Street which is the current home to the football field, track, and baseball field.

The overall school site is bisected by Walker Street, with Mullins Street to the North, Frank Street and Goal Street on the East, Nelms Lane on the West, and Akers Avenue on the South. Once the project is complete, Walker Street will be closed to thru traffic and will be used as part of the project property.

WORK ALREADY COMPLETED – PHASE 1

The scope of services already provided in Phase 1 consisted of the following:

- Programming.
- Schematic Building and Site Design.
- Site Survey – Overall property bisected by Walker Street in the middle, with Mullins Street to the North, Frank Street and Goal Street on the East, Nelms Lane on the West, and Akers Avenue on the South.
- Traffic Impact Study.
- Site Geotechnical.
- Existing Lynn View Middle School Environmental Building Review.



WORK ALREADY CONTRACTUALLY OBLIGATED – PHASE 2

The scope of services currently being addressed in Phase 2, Site Demolition and Site Preparation Package:

- Lynn View Community Center Building Demolition, Asbestos Abatement Design Development and Construction Documents.
- Civil and site drawings to address the new Nelms Lane extension, work to Mullins Street, and work to Frank Street. This work includes new street paving, curbs, sidewalks, guardrail, street lighting, and the associated grading.
- Civil and Site Design Development and Construction Documents for the area bound by Walker Street to the South, the extension to Nelms Lane to Mullins Street to the West, and Frank Street to the East.
- Storm Water Pollution Prevention Plans.
- Additional existing Lynn View Middle School Environmental Building Review.
- Additional Site Geotechnical.
- Bidding Assistance.
- Construction Contract Administration.

Please see the attached Site Plan and Site Grading Plan, which addresses the work approved by the Owner during Phase 2.

BASIC SERVICES AND ADDITIONAL SERVICES TO BE PROVIDED IN THE PHASE 3 SCOPE OF WORK

Phase 3 will advance the project by building upon the work completed in Phases 1 and 2, further refining the schematic design, integrating all completed design components, and developing comprehensive construction documents suitable for permit acquisition, competitive bidding, and construction. Design services for the Design Development and Construction Documents phases of the project will be in accordance with the services described in AIA B101-2017 Standard Form of Agreement Between Owner and Architect and will include the following Building Design Development and Construction Documents:

- Life Safety Plans.
- Floor Plans.
- Enlarged Plans.
- Exterior Elevations.
- Interior Elevations.
- Door, Frame, and Hardware Schedules.
- Partition Types and Details.
- Design Structural Drawings.
- Mechanical/Plumbing Drawings.
- Electrical and Communications Drawings.
- Project Manual Consisting of Bidding, Front-end, Technical Specifications, and Appendices.



Site Design Documents:

Phase 3 sitework will consist of all remaining site-related improvements and construction activities that were not included in, or completed as part of, the Phase 2 contract and will include the following Site Design Development and Construction Documents:

- Site Demolition Plans.
- Site Grading Plans.
- Site Utility Plans.
- Site Grading and Utility Details.
- Storm Water Pollution Prevention Plans.
- Landscaping Plans.
- Technical Specifications to be included in Project Manual.

Additional Services included in the Phase 3 Scope of Work include Design Development and Construction Documents for the following:

- Cost Estimate.
- Site Landscaping.
- Kitchen Equipment.
- Furniture Design – The Furniture Design will be Issued as a Separate Bid Package when the Phase 3 Construction Documents are Advertised for Bid.
- Technical Specifications to be Included in Project Manual.

Bidding Assistance:

- Submit the Construction Documents to the Tennessee Fire Marshal and the City of Kingsport for Review.
- Attend the Prebid Conference.
- Address RFI's and issue Addenda as Necessary.
- Attend the Bid Open.
- Evaluate the Phase 3 Bids and Provide a Bid Evaluation Letter to the City of Kingsport.
- Evaluate the Furniture Design Package Bids and Provide a Bid Evaluation Letter to the City of Kingsport.

Construction Contract Administration:

- Attend the Preconstruction Meeting at the Project Site.
- Attend 21 Progress Meetings at the Project Site.
- Attend 12 Other Meetings during Construction at the Project Site or at the Owners' Office.
- Answer RFI's and Review Submittals and Shop Drawings.
- Review and Certify Pay Applications.
- Review and Approve Change Order Proposals.
- Compile a Project Punchlist.



SCHEDULE OF WORK

It is envisioned that the identified Phase 3 design work will take approximately 11 months while construction will take approximately 21 months to complete. The proposed schedule is below:

Begin Phase 3 Design Development and Construction Documents	August 3, 2026
Complete Phase 3 Design Development and Construction Documents	June 16, 2027
Advertise for Bid	June 16, 2027
Prebid	July 14, 2027
Open Bids	July 28, 2027
Board of Education Approval	August 10, 2027
Board of Mayor and Alderman Approval	August 17, 2027
Begin Phase 3 Construction	August 30, 2027
Substantial Completion Phase 3 Construction	May 29, 2029

ASSUMPTIONS AND EXCLUSIONS

1. Project close-out documentation (record documents) is excluded.
2. VE of design, which involves drawing changes to the construction documents, during bidding or construction is excluded.
3. LEED or green design is excluded.
4. No newspaper advertising costs are included.
5. Reimbursable expenses do not include the Fire Marshal's review fee. This will be paid by the Owner.
6. IT, communications, and security is excluded from the Architect's scope of work. Only the rough-in is included.
7. Interior and exterior signage is excluded from the Architect's scope of work.
8. Third party, code required testing and inspection is not included in this proposal.

PROPOSED COMPENSATION FOR ARCHITECTURAL AND ENGINEERING SERVICES

As detailed in the above information, the proposed lump sum fee (Basic Services and Additional Services), including normal expenses, for the Phase 3 architectural/engineering services is \$2,265,000.00. An AIA document B101-2017 Standard Form of Agreement Between Owner and Architect will be provided for this Phase 3 work per emails with the Owner on June 3, 2026.

Thank you for the opportunity to provide this proposal. We are eager to get started with this next phase of the project for the City of Kingsport.

Sincerely,

Brian C. Alderson, AIA, NCARB, LEED AP
Senior Architect/Project Manager

Attachments



Approved Schematic Design
Lower Level Floor Plan

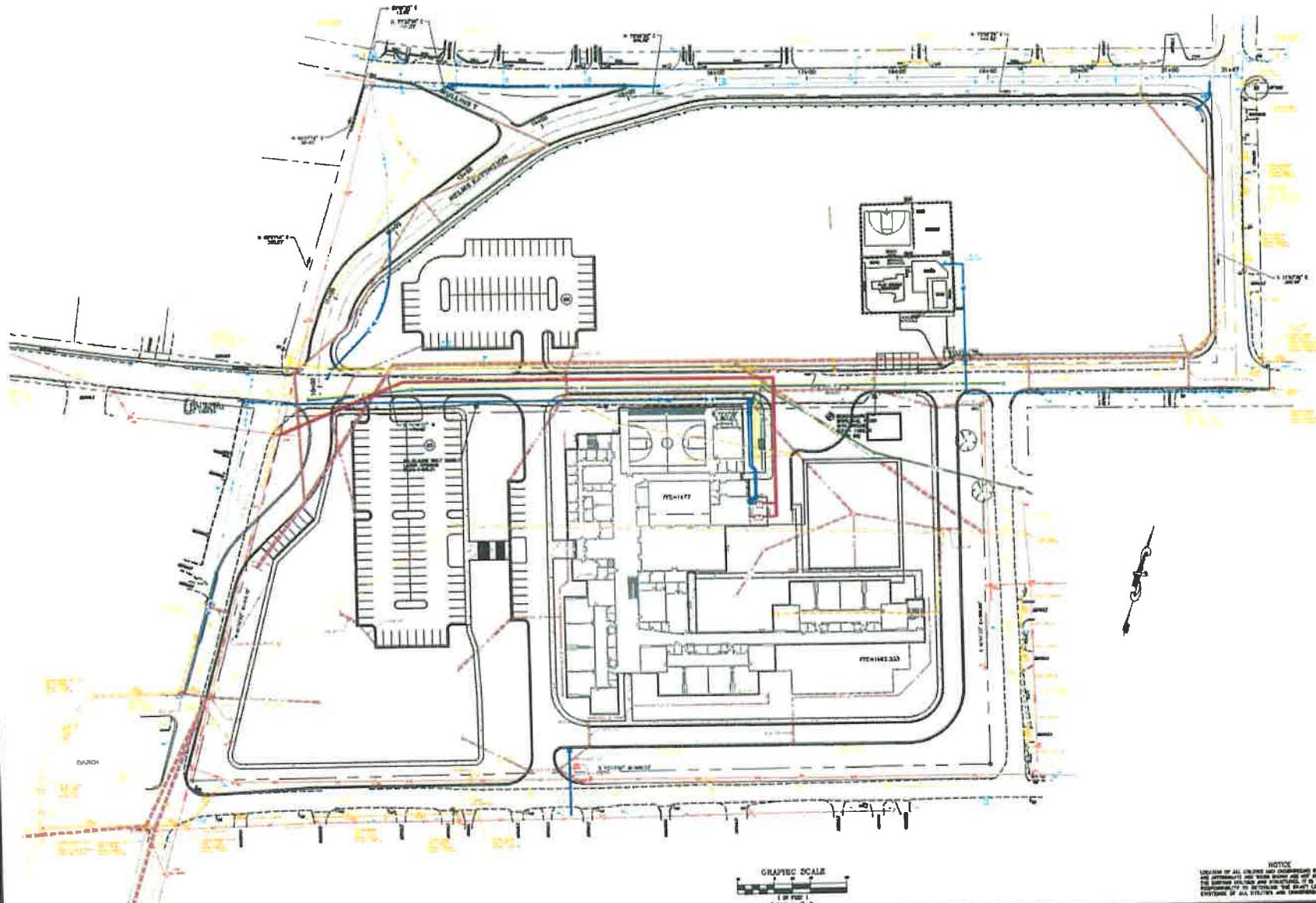


Approved Schematic Design
Upper Level Floor Plan

PRELIMINARY

A NEW LYNN GARDEN ELEMENTARY SCHOOL FOR THE CITY OF KINGSPORT, TN
PHASE 2 - SITE DEMOLITION, GRADING, AND DRAINAGE

UTILITY PLAN



NOTICE
OWNER OF ALL UTILITIES AND ENGINEERING PROFESSIONALS SHALL
BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. ALL OF
THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. THE ENGINEER
HAS CONDUCTED A VISUAL SURVEY OF THE SITE AND HAS NOTED THE
EXISTENCE OF ALL UTILITIES AND ADJACENT STRUCTURES.

DATE	10/1/2019
BY	THOMPSON ALITTON
PROJECT	NEW LYNN GARDEN ELEMENTARY SCHOOL
PHASE	PHASE 2 - SITE DEMOLITION, GRADING, AND DRAINAGE
PROJECT NO.	18219

DATE	10/1/2019
BY	THOMPSON ALITTON
PROJECT	NEW LYNN GARDEN ELEMENTARY SCHOOL
PHASE	PHASE 2 - SITE DEMOLITION, GRADING, AND DRAINAGE
PROJECT NO.	18219

Project No.
18219



Sheet No.
C9.1

PRELIMINARY

A NEW LYNN GARDEN ELEMENTARY SCHOOL FOR THE CITY OF KINGSPORT, TN
PHASE 2 - SITE DEMOLITION, GRADING, AND DRAINAGE

ROUGH GRADING PLAN

DATE	
BY	
CHECKED	
APPROVED	

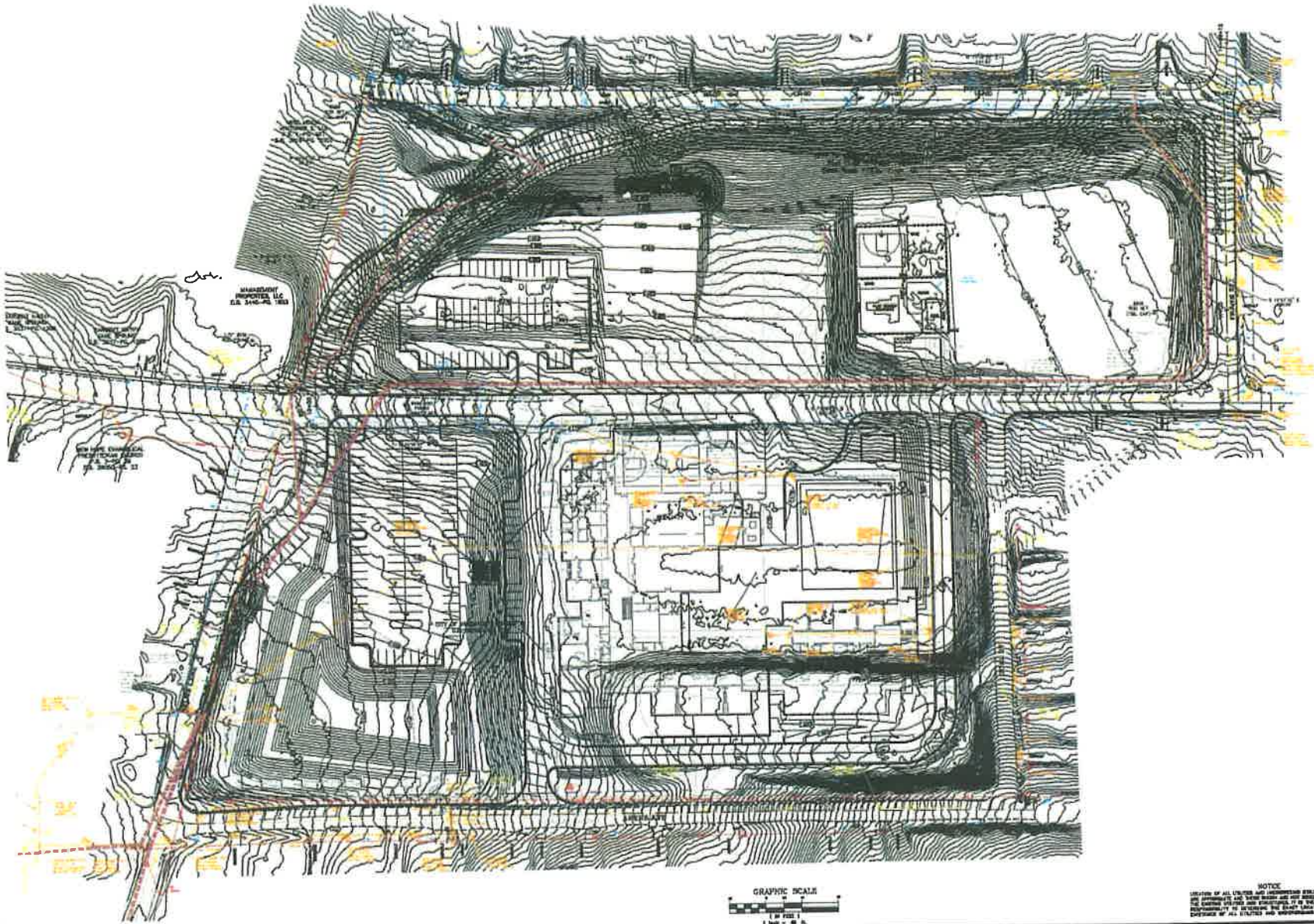
DESIGNED BY	WILLIAM L. LEE
DRAWN BY	JOHN L. LEE
CHECKED BY	JOHN L. LEE
APPROVED BY	JOHN L. LEE

Project No. 18219



Sheet No.

C5.1



NOTICE
LOCATION OF ALL UTILITIES AND OBSTRUCTIONS SHALL BE DETERMINED BY THE ENGINEER AND THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES AND OBSTRUCTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES AND OBSTRUCTIONS.



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 14, 2026

SUBJECT: Recommendation to Issue a Change Order for the Dobyys-Bennett High School Select Renovations Phase I Project

On May 12, 2026, the Board of Education approved an agreement with Construction Partners for the Dobyys-Bennett High School Select Renovations Phase I Project in the amount of \$2,901,801 and a 6% contingency in the amount of \$174,108.

There were several alternates included with this bid that due to a lack of funding were not included in the original approval. With the receipt of TISA growth funds, it is now recommended to include some of the alternates. KCS administration now would like to include Alternate 1, \$236,000, all demolition and new work associated with the renovation in the old administrative area; Alternate 2, \$160,000, all demolition and new work associated with the construction of the existing building connector (fire shutter replacement); and Alternate 9A, \$106,000, technology wiring to the new classrooms and associated spaces on the second-floor East wing. If approved, the total cost for the construction agreement will be \$3,403,801.

The total cost of this project will be \$3,852,052 (detail given below). Funding will be from the Dobyys-Bennett Renovation project GP2111.

Architect Fee	\$ 193,475
Construction Costs	3,403,801
6% Contingency	204,228
Other Expenses	50,548
Total Costs	<u>\$ 3,852,052</u>

The administration recommends issuing a change order to the agreement with Construction Partners in the amount of \$502,000 and increasing the 6% contingency by \$30,120.

CHANGE ORDER

Date 08/05/2026

OWNER'S Project No. GP2111 ENGINEER'S Project No. 019800
 Project Dobyns-Bennett High School Select Renovations Phase I

CONTRACTOR

Construction Partners, LLC

Contract For Dobyns-Bennett Renovations Contract Date May 13, 2026

To: Construction Partners, LLC

Contractor

You are directed to make the changes noted below in the subject Contract:

ATTEST:

CITY OF KINGSFORT OWNER

CITY RECORDER

APPROVED AS TO FORM:

By:

CITY ATTORNEY

MAYOR OF KINGSFORT

Dated:

Nature of the Changes

Add Alternate 1, all demolition and new work associated with the construction in the old Admin. area. Add Alternate 2, all demolition and new work associated with the construction at the existing building connector (fire shutter replacement). Add Alternate 9A, to add the IT wiring to the new classrooms and associated spaces on the second-floor East wing (E202, E203, E204, E205, E208, E209, E212, E213, E214, E220, and E221)

Enclosures Resolution

These changes result in the following adjustment of Contract

Price and Time:

Contract Price Prior to This Change Order

\$ 2,901,801.00

Net Increase Resulting from this Change Order

\$ 502,000.00

Current Contract Price Including This Change Order

\$ 3,403,801.00

Contract Time Prior to This Change Order	<u>317</u>	Days
Net Increase Resulting from this Change Order	<u>0</u>	Days
Current Contract Date Including This Change Order	<u>317</u>	Days or Date

The Above Changes Are Approved

Project Manager

By: _____

Date: _____

The Above Changes Are Accepted

Contractor

By: _____

Date: _____

Routing

1. Board of Mayor and Aldermen for approval and authorization for the Mayor to sign on behalf of the City
2. Project Manager
3. Contractor
4. City Attorney
5. Mayor
6. City Recorder

Distribution by City Recorder

1. Original executed change order to contract file
2. Copy to Contractor
3. Copy to Project Manager
4. Copy to Purchasing Director

KINGSPORT BOARD OF EDUCATION POLICY RECOMMENDATIONS

For: Initial Review

July 14, 2026 - Board of Education Meeting

Policies considered for adoption on 1st Reading

REVISED POLICIES – 1st Reading

1.403 - Agendas

Agendas for regular board meetings must now be provided to the public at least 48 hours in advance. TSBA has received questions about whether these may be draft agendas (i.e., whether changes can still be made at board meetings). The TSBA interpretation is that minor changes can be made at board meetings, prior to the adoption of the agenda, as long as board policy is followed.

4.213 – Family Life Education

A recent change to state law updates the terminology for child trafficking instruction and requires that it be included as a component of health education. It also requires each district to develop a plan to implement this instruction by August 1, 2026.

5.302 – Sick Leave

5.303 – Personal and Professional Leave

Public Chapter 1022 is intended to shift flexibility from sick leave to the personal and professional leave category. Professional employees will now earn: 8 sick days a year for 10-month contracts; 9 sick days a year for 11-month contracts; and 10 sick days a year for 12-month contracts. Additionally, professional employees will now earn four days of personal and professional leave per year instead of two.

6.306 – Interference/Disruption of School Activities

A recent change to state law requires Boards to have a policy on alerting parents when a classroom evacuation occurs in response to another student's behavior. TSBA has added information on this topic to an existing model policy.

NEW POLICIES – 1st Reading

4.215 – Instructional Use of Digital Devices

TSBA created this new policy in response to a requirement in Public Chapter 808. This new state law requires Boards to adopt a policy prioritizing teacher-led instruction and the use of non-electronic instructional materials in grades K-5. There are several exceptions to the law including, but not limited to, assessments, remediation, students with IEPs/504 plans, and virtual schools.

6.4053 – Outside Applied Behavior Analysis Therapy

Boards are required to adopt a policy on outside applied behavior analysis therapy per Public Chapter 1112. This new state law requires Boards to adopt a policy allowing these private pay providers access to school property if they are under contract with parents/guardians and have signed a memorandum of understanding with the district. TSBA has created a new model policy to align with these requirements. The Department of Education will be issuing guidance on this topic. TSBA will send out an update to the model policy, if needed.

Kingsport City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Agendas	Descriptor Code: 1.403	Issued Date: 11/12/19
		Rescinds: 1.403	Issued: 10/03/17

1 AGENDA DEVELOPMENT AND DISTRIBUTION

2 The President of the Board of Education and the Superintendent of Schools constitute the Executive
3 Committee of the Board. The Executive Committee shall be responsible for developing the agenda for
4 each meeting. Any Board member may submit items for consideration before the initial preparation of
5 the agenda. The Executive Committee shall determine the order of business.

6 Staff members, students, parents or citizens of the system may also suggest items for the agenda. The
7 person(s) making the suggestion shall attach all the relevant background information. Suggestions
8 must be received in the Superintendent's office seven (7) days prior to the scheduled date of the
9 meeting.

10 The regular meeting **draft** agenda with supporting materials shall be distributed to Board members at
11 least five (5) days prior to the date of the meeting. The **draft** agenda shall be available to the public
12 when it is distributed to Board members. **The final agenda, together with supporting materials, shall be**
13 **published on the school district website no later than forty-eight (48) hours prior to the regular board**
14 **meeting.** At the beginning of each meeting the Board shall, by a majority vote, adopt the agenda.

15 CONSENT AGENDA

16 While developing the agenda, the Executive Committee shall identify items for consideration on the
17 topic Consent Agenda. Items under the Consent Agenda are considered in gross and are not subject to
18 debate or amendment.

19 TIMED AGENDA

20 The Executive Committee may determine a reasonable time limit for each item.

21 ANNUAL ACTION CALENDAR

22 At the beginning of each fiscal year, the Board shall adopt an annual planning calendar enumerating
23 month-by-month the actions required by law. The planning calendar shall also incorporate those
24 actions required by the Board to meet policy expectations, annual goals and objectives, including the
25 State Board of Education's performance standards.

Cross References

Duties of Officers 1.201

Executive Committee 1.301



State of Tennessee

PUBLIC CHAPTER NO. 699

SENATE BILL NO. 1775

By Gardenhire, Bowling

Substituted for: House Bill No. 1797

By Lynn, Todd, Hardaway

AN ACT to amend Tennessee Code Annotated, Section 8-44-110, relative to public meetings.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 8-44-110(e), is amended by deleting "and" at the end of subdivision (8), by deleting the period at the end of subdivision (9) and substituting ";", and by adding the following as new subdivisions:

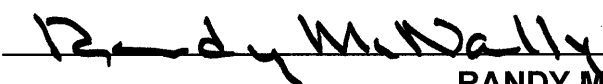
(10) The governing body of a local education agency (LEA); and

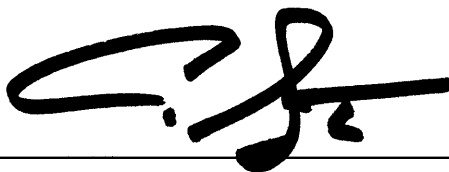
(11) Any other local governing body as defined in § 8-44-102(b)(1)(A) that also has the authority to make binding decisions or the ability to appropriate funds, excluding a private nonprofit community organization that is eligible to receive funds from the community services block grant program under 42 U.S.C. §§ 9901 — 9926.

SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 1775

PASSED: March 30, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 14th day of April 2026


BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring:

Review: Annually, in
November

Descriptor Term:

Family Life Education

Descriptor Code:

4.213

Issued Date:

11/12/24

Rescinds:

4.213

Issued:

10/19/21

1 General

2 A family life education program shall be implemented within the school district in compliance with state
3 law.¹

4 A parent/guardian who chooses not to have a student participate in the family life education program
5 shall submit such request in writing to the principal. A student who is excused from the program shall
6 be assigned alternative health activities and shall not be penalized academically.

7 FAMILY LIFE INSTRUCTION

8 The curriculum for the family life education program shall, in a manner that is age-appropriate and
9 factually and medically accurate, include the following:²

- 10 1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;
- 11
- 12 2. Encourage sexual health by helping students understand how the whole person is affected by
13 sexual activity as well as other risk behaviors;
- 14
- 15 3. Provide information about human reproduction, including conception, birth, and prenatal care,
16 as well as the process of adoption and its benefits;
- 17
- 18 4. Provide information on the family unit and the responsibilities and consequences related to sexual
19 activity, including the challenges of single teen parenting;
- 20
- 21 5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual
22 activity;
- 23
- 24 6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual
25 abuse, including such abuse that may occur in the home, ~~and human trafficking in which a victim~~
26 ~~is the child~~, and internet crimes against children;
- 27
- 28 7. Provide instruction on the prevention of dating violence;
- 29
- 30 8. Encourage communication between parent(s)/guardian(s) and students;
- 31

9. Address the legal aspects of sexual activity with emphasis on the rights of the student; and

10. Include the presentation of a high-quality, computer-generated animation or high-definition ultrasound of at least three (3) minutes in duration that shows the development of the brain, heart, and other vital organs in early fetal development per state academic standards.³

Instruction in topics related to sexual activity are not age-appropriate for students in grades kindergarten through five (K-5) and shall not be taught as part of the family life curriculum. This does not prohibit instruction on detection, intervention, prevention, and treatment of child sexual abuse and human trafficking of children.⁴

The family life education program shall be reviewed annually to ensure that the prohibited items of instruction, as provided for in state law,³ are not included in the curriculum.

TRAINING ON INSTRUCTION

Personnel providing family life instruction shall receive training prior to presenting such instruction. Personnel shall conduct such instruction with maturity and discretion.

CHILD TRAFFICKING PREVENTION EDUCATION

Instruction on child trafficking prevention and awareness shall be provided for all students in grades K-12 in a manner that is age-appropriate, grade-appropriate, and advances each year through developmentally appropriate instruction and skill building.⁶

The Superintendent of Schools/designee shall develop a plan to implement child trafficking prevention education into the district's health education instruction and present it to the Board for approval.

REPORTING²

At the beginning of each school year, the Superintendent of Schools shall provide the contact information to the Department of Children's Services of each employee or trained professional providing instruction on family life curriculum related to child sex abuse, human trafficking, and internet crimes. The Director shall also report on the curriculum selected by the Board of Education.

Legal References

1. [TCA 49-6-1302](#)
2. [TCA 49-6-1304; Public Acts of 2024, Chapter No. 571](#)
3. [Public Acts of 2024, Chapter No. 795](#)
4. [Public Acts of 2024, Chapter No. 970](#)
5. [TCA 49-6-1304\(b\)](#)
6. [Public Acts of 2026, Chapter No. 744](#)



State of Tennessee
PUBLIC CHAPTER NO. 744

HOUSE BILL NO. 1527

By Representatives McCalmon, Reneau, Cepicky

Substituted for: Senate Bill No. 1710

By Senators Johnson, Bailey, Bowling, Crowe, Rose, Seal, White

AN ACT to amend Tennessee Code Annotated, Title 49, relative to human trafficking.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 49-6-1304, is amended by deleting subdivision (a)(13)(B), and by deleting "and human trafficking in which the victim is a child" in subsection (d).

SECTION 2. Tennessee Code Annotated, Title 49, Chapter 6, Part 10, is amended by adding the following as a new section:

(a) As used in this section, "child trafficking" means a human trafficking offense, as defined in § 39-13-314, in which the victim is less than eighteen (18) years of age.

(b) The course of instruction in all public schools must include child trafficking prevention and awareness education as a component of health education for students in all grades kindergarten through grade twelve (K-12).

(c) Using the health education standards adopted by the state board of education, an LEA and public charter school shall ensure that the instruction provided pursuant to subsection (b) is age- and grade-appropriate and advances each year through developmentally appropriate instruction and skill building.

(d) An LEA and public charter school may utilize the services of a qualified healthcare professional or social worker to assist in teaching child trafficking prevention and awareness; provided, that the qualified healthcare professional or social worker meets the requirements for assisting in teaching family life under § 49-6-1303.

(e) By August 1, 2026, each local board of education and public charter school governing body shall adopt a plan to implement the requirements of this section and, upon the request of the commissioner of education, provide the plan to the department of education.

SECTION 3. This act takes effect July 1, 2026, the public welfare requiring it, and applies to the 2026-2027 school year and subsequent school years.

HOUSE BILL NO. 1527

PASSED: March 16, 2026


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES


RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 13th day of April 2026


BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring:

Review: Annually, in
November

Descriptor Term:

Instructional Use of Digital Devices

Descriptor Code:

4.215

Issued Date:

Rescinds:

Issued:

1 *General*¹

2 In-person, teacher led instruction shall be the primary mode of instruction for students in grades
3 kindergarten through five (K-5).

4 Digital devices shall be utilized in these grades only when there is a clear educational benefit,
5 including use for remediation purposes. Further, electronic assessments and instructional tools shall be
6 developmentally appropriate and aligned with state academic standards.

7 The Superintendent of Schools shall provide guidance to staff on appropriate use of technology for
8 these grades. The Chief Academic Officer - Elementary shall create a process for ensuring that digital
9 instruction complies with this framework and state law.

10 **SOCIAL MEDIA USE**

11 Students in grades kindergarten through five (K-5) are prohibited from accessing social media
12 platforms using district provided internet during the school day.

13 **COMMUNICATION WITH PARENTS/GUARDIANS**

14 At the beginning of each school year, the Superintendent of Schools shall ensure that principals
15 provide parent(s)/guardian(s) with information on digital device use in the classroom. This shall
16 include the types of devices used and the instructional purposes for such use.

17

Legal References

1. [Public Acts of 2026, Chapter No. 808](#)

Cross References

Use of the Internet 4.406



State of Tennessee

PUBLIC CHAPTER NO. 808

SENATE BILL NO. 2310

By Hensley, Crowe, Lowe, Powers, Stevens

Substituted for: House Bill No. 2393

By Reneau; Mr. Speaker Sexton; Cepicky, Maberry, Renea Jones, Barrett, McCalmon, Reedy, Eldridge, Terry, Hardaway, Cochran, Todd, Grills

AN ACT to amend Tennessee Code Annotated, Title 49, relative to education.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 3, is amended by adding the following new section:

(a) As used in this section:

(1) "Digital device" means electronic hardware used for instructional purposes that can access, process, store, or transmit data;

(2) "Parent" means a parent or legal guardian of a student in any of the grades kindergarten through five (K-5); and

(3) "Social media" means a form of interactive electronic communication through an internet website or application by which a user creates a service-specific profile to connect with other users for communication or content sharing.

(b) Each LEA and public charter school serving students in any of the grades kindergarten through five (K-5) shall adopt a policy governing the age-appropriate and instructional use of digital devices by students to minimize unnecessary screen time while preserving instructional effectiveness.

(c) A policy adopted pursuant to subsection (b) must:

(1) Prioritize in-person, teacher-led instruction and the use of non-electronic instructional materials as the primary mode of instruction for students in any of the grades kindergarten through five (K-5);

(2) Limit the use of digital devices issued by the LEA or public charter school for students who are in any of the grades kindergarten through five (K-5) to instructional purposes for which such use provides a clear educational benefit;

(3) Prohibit students in any of the grades kindergarten through five (K-5) from accessing social media platforms through internet services provided by the LEA or public charter school during the instructional day;

(4) Ensure that electronic assessments and instructional tools used by students in any of the grades kindergarten through five (K-5) are developmentally appropriate and aligned with state academic standards; and

(5) Provide parents with transparency regarding the types of digital devices used by students and the instructional purposes for any such use.

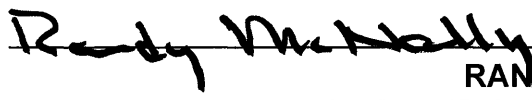
(d) This section does not prohibit the use of digital devices for:

- (1) Targeted instructional support, intervention, or remediation;
- (2) Accommodations or services required under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. § 794), or the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.);
- (3) Administration of a universal screener adopted by the state board of education, a Tennessee universal screener, dyslexia screenings, state-adopted benchmark assessments, or other assessments required by state or federal law;
- (4) Teacher preparation, lesson planning, or professional use;
- (5) Public virtual schools;
- (6) Homebound instruction established in § 49-10-1101;
- (7) Remote instructional days provided pursuant to § 49-6-3004(i); or
- (8) Hybrid learning days provided pursuant to § 49-6-3004(j).

SECTION 2. This act takes effect July 1, 2026, the public welfare requiring it.

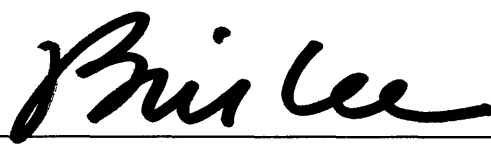
SENATE BILL NO. 2310

PASSED: April 2, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 21st day of April 2026


BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 12/12/23
		Rescinds: 5.302	Issued: 08/10/21

1 PROFESSIONAL PERSONNEL

2 Professional personnel shall receive sick leave ~~at the rate of one (1) day for each contracted month as~~
3 ~~outlined below and these days shall accumulate for an unlimited number of days.~~

- 4 • 10-month contract = 8 sick days earned per year
- 5 • 11-month contract = 9 sick days earned per year
- 6 • 12-month contract = 10 sick days earned per year

7 Such days shall be credited to the employee's sick leave account at the beginning of each contract year.
8 The allotted days are available for use at any time during the contract year with the understanding that
9 the System would be reimbursed for any overpayment should the contract be broken for any reason.¹

10 CLASSIFIED PERSONNEL

11 Classified personnel shall earn sick leave at the rate of one (1) day for each month worked. Such days
12 will be available for use after the last day of the month in which it is earned. Eligible employees may
13 choose to join the Classified Sick Leave Bank during the months of August, September, or October.
14 Members may use sick leave days through the Bank when they meet the established criteria and are
15 approved by the governing Board of Trustees. The Sick Leave Bank shall be the sole method to donate
16 sick leave to another employee.

17 CONDITIONS AND DEFINITIONS FOR ALL PERSONNEL

18 Sick leave may be used by eligible employees only for one of the following conditions:

- 19 • Sick leave will be used for leave taken pursuant to FMLA and BOE Policy 5.305.
- 20 • Illness of the employee.² (A doctor's certificate is required if the employee is absent more than
- 21 four (4) consecutive work days for illness.)
- 22 • A return to work release is required if the employee is absent more than four (4) consecutive
- 23 work days for illness OR the employee has an injury or illness/surgery requiring possible
- 24 accommodations.
- 25
- 26
- 27

- 1 • Illness of a member of the employee's immediate family. (A doctor's certificate is required if
2 the employee is absent more than four (4) consecutive work days for illness in the family.)
3
- 4 • Contagious or communicable disease of employee that might endanger the health of school
5 children.
6
- 7 • Death in the employee's immediate family. Bereavement leave runs concurrently with sick or
8 personal leave and is limited to a maximum of three days for an immediate family member. A
9 one day bereavement leave may be granted for a family member not considered in the
10 definition of "immediate family member."
- 11 • Adoption of a child.

12 For purposes of administering this policy, an immediate family member is defined as wife, husband,
13 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law,
14 daughter-in-law, son-in-law, brother-in-law, and sister-in-law, or any person having been regularly
15 living in the household²

16 All earned, unused sick leave may accumulate from year to year without limit and may be converted to
17 service credit for retirement benefits.

18 **SICK LEAVE BANK**

19 The purpose of the sick leave bank is to provide sick leave to all employees³ who have suffered an
20 unplanned personal illness, injury, disability, or quarantine, or on account of an illness of a member's
21 minor child, and whose sick and personal leave is exhausted.

22 Employees wishing to participate shall initially give two (2) days of sick leave. These days are to be
23 deducted from the employee's personal accumulation and donated to the sick leave bank. Donations of
24 sick leave to the bank are nonrefundable and nontransferable.⁶

25 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
26 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
27 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
28 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
29 employee.⁶

30 An employee who is a member of the sick leave bank may request an allotment of days (for the
31 employee's personal illness or on account of an illness of his/her minor child) in the manner designated
32 by the trustees. The need for these days shall be verified by a statement from a physician.⁷

33 By written notice to the trustees, an employee may withdraw from bank participation on June 30th of any
34 year.⁸ Membership withdrawal results in forfeiture of all days contributed.

- 1 The sick leave bank shall be operated in accordance with state law.⁹
2

Legal References

1. TCA 49-5-710(a)(1); Public Acts of 2026, Chapter No. 1022
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-811
4. TCA 49-5-803
5. TCA 49-5-804; TCA 49-5-805
6. TCA 49-5-807
7. Public Acts of 2023, Chapter No. 151
8. TCA 49-5-808(j)
9. TCA 49-5-801 *et seq.*

Cross References

Personal and Professional Leave 5.303
Extended Leaves of Absence 5.304
Family and Medical Leave 5.305
Maternity Leave 5.3051



State of Tennessee
PUBLIC CHAPTER NO. 1022

HOUSE BILL NO. 2343

By Representatives Harris, Cepicky, Miller, Russell

Substituted for: Senate Bill No. 2669

By Senators Akbari, Kyle, Yager, Seal, Crowe, Pody

AN ACT to amend Tennessee Code Annotated, Title 49, relative to leave for teachers.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 49-5-711(a), is amended by deleting the first sentence of the subsection and substituting:

Under policies adopted by the local board of education, a teacher must be allowed personal and professional leave earned at the rate of two (2) days for each one-half (½) year employed.

SECTION 2. Tennessee Code Annotated, Section 49-5-205(a), is amended by deleting "two (2) days" and substituting "four (4) days".

SECTION 3. Tennessee Code Annotated, Section 49-5-710(a)(1), is amended by deleting the subdivision and substituting:

(1) The time allowed for sick leave within the meaning of this section for any teacher is one (1) day for each month employed up to eight (8) days per year for employees with ten-month contracts, up to nine (9) days per year for employees with eleven-month contracts, and up to ten (10) days per year for employees with twelve-month contracts, plus any personal and professional leave transferred to sick leave. Sick leave is cumulative for all earned or transferred days not used.

SECTION 4. This act takes effect July 1, 2026, the public welfare requiring it.

HOUSE BILL NO. 2343

PASSED: April 23, 2026



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 19th day of May 2026



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 11/12/19
		Rescinds: 5.303	Issued: 03/06/18

PERSONAL LEAVE

Professional Personnel

Professional personnel are allotted ~~three (3)~~ five (5) days of personal leave with pay per school year, excluding administrators who are allotted ~~two (2)~~ four (4) days. Personal leave shall be used for personal reasons. Subject to the following conditions, it can be taken at the discretion of a teacher, who shall not be required to give reasons for the use of any personal leave. The approval of the Superintendent of Schools or his/her designee shall be required under the following conditions:¹

- More than ten percent (10%) of the teachers in any given school request its use on the same day.
- Personal leave is requested during any prior established student examination period.
- Personal leave is requested on the day immediately preceding or following a holiday or vacation period.
- Personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the board of education prior to the beginning of the school year; or
- Personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the board of education prior to the beginning of the school year.

If the above conditions apply, building principal approval, and for professional development or parent conference days, approval of the Superintendent of Schools, is required for a teacher to take personal leave. Otherwise, the use of personal leave is at the discretion of the employee.

Except in an emergency, a teacher shall give at least one (1) day notice of intent to take personal leave.

Classified Personnel

Classified personnel are allotted two (2) days of personal leave with pay per school year. Personal leave may be taken subject to the prior approval of the immediate supervisor.

Unused Personal Days

Unused personal days (maximum of ~~two~~ four for professional personnel, two for classified personnel) ~~for all employees~~ shall be credited as sick leave at the end of the year in which they are earned.²

PROFESSIONAL LEAVE³

Leave from the regular job assignment may be granted for a limited number of days for professional activities. Such activities may include participation in required or recommended professional growth

- 1 activities, supervision of field trips for students of the System or participation in activities as a
2 representative of the System.
- 3 Leave requests for participation in meetings sponsored by professional organizations, business and
4 industry or other employee organizations may be approved at the discretion of the Superintendent of
5 Schools.
- 6 Compensation from sources other than the school system for individuals on professional leave shall not
7 exceed reasonable expenses. In the event an individual receives compensation in excess of reasonable
8 expenses, personal leave (or vacation) shall be used or other financial arrangements approved.

Legal References

1. TCA 49-5-711(c)(1)
2. TCA 49-5-711(a); TRR/MS 0520-01-02-.04(3)
3. TCA 49-5-205

Cross References

Sick Leave 5.302
Extended Leaves of Absence 5.304
Family and Medical Leave 5.305
Maternity Leave 5.3051
Vacation and Holidays 5.310



State of Tennessee
PUBLIC CHAPTER NO. 1022

HOUSE BILL NO. 2343

By Representatives Harris, Cepicky, Miller, Russell

Substituted for: Senate Bill No. 2669

By Senators Akbari, Kyle, Yager, Seal, Crowe, Pody

AN ACT to amend Tennessee Code Annotated, Title 49, relative to leave for teachers.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 49-5-711(a), is amended by deleting the first sentence of the subsection and substituting:

Under policies adopted by the local board of education, a teacher must be allowed personal and professional leave earned at the rate of two (2) days for each one-half (½) year employed.

SECTION 2. Tennessee Code Annotated, Section 49-5-205(a), is amended by deleting "two (2) days" and substituting "four (4) days".

SECTION 3. Tennessee Code Annotated, Section 49-5-710(a)(1), is amended by deleting the subdivision and substituting:

(1) The time allowed for sick leave within the meaning of this section for any teacher is one (1) day for each month employed up to eight (8) days per year for employees with ten-month contracts, up to nine (9) days per year for employees with eleven-month contracts, and up to ten (10) days per year for employees with twelve-month contracts, plus any personal and professional leave transferred to sick leave. Sick leave is cumulative for all earned or transferred days not used.

SECTION 4. This act takes effect July 1, 2026, the public welfare requiring it.

HOUSE BILL NO. 2343

PASSED: April 23, 2026



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 19th day of May 2026



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date: 01/11/22
		Rescinds:	Issued:

1 *General*

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹

8 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or expulsion
9 depending on the severity of the offense and the student's prior record.²

10 **REMOVAL OF STUDENT³**

11 If a student repeatedly or substantially interferes with the learning environment, the teacher may
12 submit a written request along with the required documentation to the principal/designee to remove the
13 student from the teacher's classroom. The student will be given notice of the rationale for the request
14 as well as the opportunity to offer an explanation.

15 The principal/designee will investigate the request and make a decision regarding the student's
16 placement. The principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal/designee shall address the
18 abuse or overuse with the teacher and may require the teacher to complete additional professional
19 development to improve the teacher's classroom management skills.

20 *Appeal Process*

21 If the teacher's request for removal is denied, he/she may file an appeal with the Superintendent of
22 Schools/designee. He/she will review the teacher's request for removal as well as the decision of the
23 principal/designee and make a determination as to the student's placement.

24 **CLASSROOM EVACUATION**

25 Some or all students may be removed from a classroom or instructional area due to violent, aggressive,
26 or severely disruptive behavior of another student that creates a safety concern or substantially
27 interrupts classroom instruction.⁴
28

Parental Notification

The principal/designee shall provide notification to the parent(s)/guardian(s) of each student in the classroom or instructional area at the time of the classroom evacuation. The notification shall be provided by the end of the day in which the classroom evacuation took place unless the event that prompted the evacuation is an ongoing emergency or is otherwise under investigation by state or local law enforcement.

Notification to the parent(s)/guardian(s) must include:

1. The fact that a classroom evacuation occurred;
2. A brief description of the general nature of the incident sufficient to explain why the classroom evacuation occurred; and
3. Any steps taken by the school to ensure the continued safety and supervision of students.

Parental notification provided in compliance with the Family Education Rights and Privacy Act (FERPA) and other applicable privacy laws.⁴ No information shall be disclosed about the student whose conduct caused the classroom evacuation, or any other student, if the disclosure would violate privacy laws.

Recordkeeping

Each school shall maintain records of:

1. The date and time of the classroom evacuation;
2. The number of students evacuated;
3. The time and manner of parental notification; and
4. The staff member responsible for issuing parental notifications.

Legal References

1. TCA 49-6-4102
2. TCA 49-6-3401
3. Public Acts of 2021, Chapter No. 77
4. Public Acts of 2026, Chapter No. 850

Cross References

Code of Conduct 6.300
Suspension 6.316
Safe Relocation of Students 6.4081



State of Tennessee

PUBLIC CHAPTER NO. 850

SENATE BILL NO. 2087

By Crowe, Bailey, Bowling, Rose, Seal

Substituted for: House Bill No. 1895

By Maberry, Cepicky, McCalmon, Todd, Eldridge

AN ACT to amend Tennessee Code Annotated, Title 49, relative to parental notification of classroom evacuations.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 43, is amended by adding the following as a new section:

(a) As used in this section, "classroom evacuation" means the removal of some or all students from a classroom or instructional area due to the violent, aggressive, or severely disruptive behavior of another student that creates a safety concern or substantially interrupts classroom instruction.

(b)(1) If a classroom evacuation occurs, then the principal or the principal's designee must provide notification to the parent or legal guardian of each student who was in the classroom or instructional area at the time that the classroom evacuation occurred in accordance with subdivision (b)(2).

(2) The notification required in subdivision (b)(1) must be provided to parents and legal guardians by the end of the day in which the classroom evacuation occurred unless the event that prompted the classroom evacuation is an ongoing emergency or is otherwise under investigation by a state or local law enforcement agency, in which case the notification must not be provided to parents and legal guardians until the emergency event is resolved or the principal or the principal's designee determines that providing the notification does not impede an ongoing investigation, as applicable.

(c) The notification required in subsection (b) must include:

(1) The fact that a classroom evacuation occurred;

(2) A brief description of the general nature of the incident sufficient to explain why the classroom evacuation occurred; and

(3) Any steps taken by the school to ensure the continued safety and supervision of students.

(d) The notification must not disclose information about the student whose conduct caused the classroom evacuation, or any other student, if the disclosure would violate the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), § 10-7-504, or any other relevant privacy law.

(e) Each school shall maintain, for each classroom evacuation, a written or electronic record of:

(1) The date and time of the classroom evacuation;

(2) The number of students evacuated;

(3) The time and the manner of the parental notifications; and

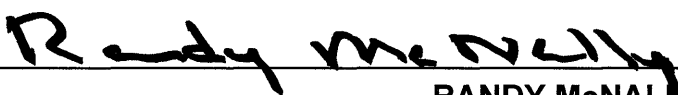
(4) The staff member responsible for issuing parental notifications.

(f) The local board of education or public charter school governing board shall adopt a policy to implement this section.

SECTION 2. This act takes effect July 1, 2026, the public welfare requiring it.

SENATE BILL NO. 2087

PASSED: April 14, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 27th day of April 2026


BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring:

Review: Annually, in
April

Descriptor Term:

Outside Applied Behavior Analysis Therapy

Descriptor Code:

6.4053

Issued Date:

draft

Rescinds:

Issued:

1 General

2 This policy applies to “private pay providers”, which include licensed behavior analysts, registered
3 behavior technicians, and licensed assistant behavior analysts, who are under contract with
4 parent(s)/guardian(s) of students with autism spectrum disorder or developmental delays.¹

5 Private pay providers shall adhere to the memorandum of understanding (“MOU”), board policies, and
6 state and federal laws while assisting students on school property and/or at school functions. This
7 includes adhering to student confidentiality laws for any student the private pay provider encounters.
8 The school district shall require a background check and fingerprinting of all private pay providers.

9 A private pay provider accompanying a student on campus shall be responsible for attending to the
10 ongoing needs of the student they are contracted to assist. The school district shall not request the
11 private pay provider to provide services to any other students, staff, or visitors.

12 The Superintendent of Schools shall develop administrative procedures to implement this policy.

13 IEP TEAM COORDINATION

14 Private pay providers shall coordinate with the student’s IEP team by:

- 15 • Attending an onboarding session;
- 16
- 17 • Defining roles and communication channels;
- 18
- 19 • Conducting a review of relevant student records;
- 20
- 21 • Ensuring documentation is accurate and promptly provided to all parties; and
- 22
- 23 • Coordinating with the IEP team prior to each meeting.

24 TERMINATION OF SERVICES

25 Services of the private pay provider may be terminated for cause. Termination shall be based on
26 violation of the terms of the MOU. If termination is necessary, the Chief Program Officer –
27 Curriculum and Instruction shall provide the parent/legal guardian with a letter outlining the reason for
28 the termination.

1 APPEALS PROCESS

2 If a parent/legal guardian disagrees with the school district on the provision of services, a complaint
3 may be filed in writing with the Superintendent of Schools. The Superintendent shall appoint a panel to
4 make a decision on the appeal. The panel shall be composed of three individuals: a building level
5 administrator, a special education staff member, and one other school employee. The panel shall
6 review the complaint from the parent/legal guardian along with information provided by district staff
7 and make a determination on the matter within ten (10) business days.

Legal References

1. [Public Acts of 2026, Chapter No. 1112; 20 U.S.C. § 1401](#)



State of Tennessee

PUBLIC CHAPTER NO. 1112

SENATE BILL NO. 2055

By Walley, Lowe, Campbell, Massey

Substituted for: House Bill No. 2327

By Brock Martin, White, Hurt, McCalmon, Scarbrough, Darby, Travis, Capley, Faison, Williams, Grills, Greg Martin, Atchley, Hawk, Maberry, Carringer, Garrett, Boyd, Farmer, Moon, Barrett, Reeves, Haston, Love, Davis, Doggett, Hale

AN ACT to amend Tennessee Code Annotated, Title 49; Title 68 and Title 71, relative to student services.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 10, is amended by adding the following as a new part:

49-10-1501. Definitions.

As used in this part:

(1) "Applied behavior analysis" has the same meaning as "practice of applied behavior analysis" as that term is defined in § 63-11-302;

(2) "IEP" means the individualized education program developed, reviewed, and revised by an IEP team for a child with a disability in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.);

(3) "Licensed assistant behavior analyst" has the same meaning as defined in § 63-11-302;

(4) "Licensed behavior analyst" has the same meaning as defined in § 63-11-302;

(5) "Private pay provider" means a licensed behavior analyst, registered behavior technician, or licensed assistant behavior analyst who provides applied behavior analysis to a student, is not employed or contracted directly by the LEA or public charter school in which the student receiving applied behavior analysis is enrolled, and is compensated privately by the student's family or by an external entity;

(6) "Private pay services" means applied behavior analysis provided by a private pay provider on the grounds of the LEA or public charter school in which the student receiving the applied behavior analysis is enrolled; and

(7) "Registered behavior technician" means a paraprofessional who is certified by the Behavior Analyst Certification Board to implement applied behavior analysis services under the supervision and direction of a board-certified behavior analyst who retains responsibility for clinical oversight and outcomes.

49-10-1502. Student access to private pay services during the school day.

(a) LEAs and public charter schools shall allow a private pay provider who is under contract with a parent or legal guardian of a student with autism spectrum disorder or developmental delays who is enrolled in the LEA or public charter school, access to the student during the school day to provide the student with private pay services in educational

settings, including, but not limited to, classroom settings; provided, that the educational settings in which private pay services are provided do not conflict with the student's educational placement.

(b) Before a private pay provider provides services to a student pursuant to this section, the private pay provider shall:

(1) Coordinate, when appropriate, with the student's IEP team and school staff to ensure that private pay services are integrated effectively into the student's school day without disrupting the overall classroom environment, the delivery of instruction, or the student's access to the general curriculum, and do not consistently fragment the student's schedule in a way that reduces the student's access to the general education program or the student's core curriculum; and

(2) Execute a memorandum of understanding with the LEA or public charter school to outline the terms and expectations of the private pay provider's presence and participation in the school environment.

(c) Private pay services provided pursuant to this section:

(1) Must supplement, but not supplant, any requirements in a student's IEP;

(2) Must not be used to meet the requirements in a student's IEP; and

(3) Do not reduce an LEA's or public charter school's responsibility to provide a student with a FAPE.

(d) Before any private pay services are provided to the student during the school day pursuant to this section, the student's parent or legal guardian must provide written consent to the LEA or public charter school in which the student is enrolled acknowledging that the private pay services have been selected by the parent or legal guardian for their student and are not being provided by the LEA or public charter school. The written consent provided pursuant to this subsection (d) must also include a waiver signed by the student's parent or legal guardian waiving any liability on the LEA or public charter school arising solely from the acts or omissions of the private pay provider. This subsection (d) does not waive an LEA's or a public charter school's liability for any act or omission by the LEA, public charter school, or one (1) or more of the LEA's or public charter school's agents or employees that is negligent, willful, or constitutes a violation of state law.

(e) A licensed behavior analyst, contracted for and privately compensated by the student's parent or legal guardian or by an external entity, shall supervise private pay services delivered during the school day, including, but not limited to, those delivered by a licensed assistant behavior analyst or registered behavior technician, in accordance with national certification standards, and shall ensure the quality and fidelity of the private pay services delivered.

(f) LEAs and public charter schools shall provide reasonable accommodations necessary for private pay providers to deliver private pay services to a student during the school day, including, but not limited to, providing classroom access and facilitating coordination between the private pay provider and school personnel.

(g) An LEA or public charter school shall not:

(1) Charge a fee or otherwise impose conditions or place barriers that may hinder or prevent private pay providers from accessing a student during the school day; provided, that the private pay services are aligned with the student's educational and developmental needs;

(2) Discriminate against or deny educational benefits or rights to a student who receives private pay services during the school day;

(3) Retaliate against a student, parent or legal guardian, or private pay provider for seeking or delivering private pay services on school premises;

(4) Be held responsible for the costs of any private pay services provided to a student pursuant to this section; or

(5) Be held responsible for:

(A) Constructing special facilities for the provision of private pay services; or

(B) Purchasing special equipment for the provision of private pay services outside of what is customarily available at the school where the private pay services are being provided.

(h) An LEA or public charter school shall adopt and implement a policy for operationalizing private pay services in the LEA or public charter school. The policy adopted pursuant to this subsection (h) must establish:

(1) How private pay providers will communicate, coordinate, and schedule with a student's IEP team;

(2) Professional expectations of private pay providers when providing private pay services in a school or classroom setting;

(3) A process for discontinuing or terminating private pay services if the LEA or public charter school determines that the private pay services of a private pay provider must be discontinued or terminated for cause;

(4) Whether a private pay provider may interact with others on school property who are not receiving private pay services, and, if permitted to do so, the extent to which private pay providers may interact with others on school property; and

(5) A local appeal process through which a student's parent or legal guardian may seek a resolution when the LEA or public charter school disagrees with the private pay provider or the provision of private pay services.

(i) A private pay provider shall:

(1) Comply with the background investigation requirements in § 49-5-413;

(2) Provide proof of licensure, certification, and professional insurance that covers the school as an additional insured party to the LEA or public charter school before providing any services on school premises; and

(3) Adhere to the same student confidentiality laws, rules, regulations, and policies that employees of the LEA or public charter school in which the private pay provider provides services must follow.

(j) The department shall, in consultation with relevant agencies and stakeholders, develop guidelines and best practices to facilitate the implementation of this section, including model agreements for private pay providers with LEAs and public charter schools. The department shall distribute the guidelines and best practices to each LEA and public charter school and post the same on the department's website.

SECTION 2. The headings in this act are for reference purposes only and do not constitute a part of the law enacted by this act. However, the Tennessee Code Commission is requested to include the headings in any compilation or publication containing this act.

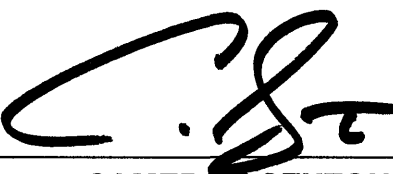
SECTION 3. This act takes effect upon becoming a law, the public welfare requiring it, and applies to the 2026-2027 school year and each school year thereafter.

SENATE BILL NO. 2055

PASSED: April 23, 2026



RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 22nd day of May 2026



BILL LEE, GOVERNOR