



Tuesday, August 11, 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 (Kameron and Kylie Sheppard)
 - 1.2. Additions to and/or Acceptance of the Agenda (Dr. Brandon Fletcher)
2. **RECOGNITIONS**
 - 2.1. Kingsport City Schools Employee/Student Athletes Representing Team Tennessee at the Special Olympics USA Games (Jamie Jackson)
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA**
 - 4.1. Approval of Personnel Considerations (Mrs. Jennifer Guthrie)
 - 4.2. Approval of Minutes - July 14, 2026 BOE Regular Monthly Meeting (Dr. Brandon Fletcher)
 - 4.3. Approval of Donations (David Frye)
 - 4.4. Approvals of Policies on First Reading (Dr. Andy True)
5. **BUSINESS ITEMS**
 - 5.1. Approval to Purchase Boxlights from Central Technologies Inc. (David Frye)
 - 5.2. Approval of Bid for Robinson Middle School Freezer Replacement (David Frye)
 - 5.3. Approval to Award Bid for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School (David Frye)
 - 5.4. Approval to Purchase Student Transportation for the Dobyns-Bennett High School Marching Band to Participate in the Macy's Thanksgiving Day Parade (David Frye)
 - 5.5. Approval of Revised Policy 1.200 - Internal Organization on First Reading (Dr. Andy True)
6. **TIME AND DATES OF MEETINGS**
 - 6.1. August 25, 2026 - BOE Work Session (6:00 PM)
 - 6.2. September 8, 2026 - BOE Regular Monthly Meeting (6:00 PM)
 - 6.3. September 14, 2026 - TSBA Fall District Meeting (Greeneville)
 - 6.4. September 22, 2026 - BOE Work Session (6:00 PM)
7. **ADJOURNMENT**

Kingsport City Schools Board of Education Regular Meeting Minutes July 14, 2026

The Kingsport City Schools Board of Education Regular Meeting was held on July 14, 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: Present
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 (Calliope Barrett)

Calliope Barrett led the Board of Education and the audience in the Pledge of Allegiance. She is a rising 2nd grader at Kennedy Elementary School.

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

A motion was made by Dr. Phillip Marshall and seconded by Jamie Jackson to accept the agenda, including the Consent Agenda, as presented. The motion carried by a vote of Yea: 5, Nay: 0.

2. RECOGNITIONS

2.1. Emery Corpstein, 2026 TSSAA Class AA Boys Tennis Singles State Champion (Dr. Brandon Fletcher)

Dr. Fletcher recognized Emery Corpstein for winning the 2026 TSSAA Class AA Boys Tennis Singles State Championship in Chattanooga on May 15, 2026. Emery, a recent graduate of Dobyns-Bennett High School, became the first D-B boys tennis player to win a state championship in 21 years and the first Indians player to win a boys single title. Reedy Toney served as head coach and assistant coaches were Kaelin Toney and Holly Perdue.

3. PUBLIC COMMENT

Derrick Browder spoke regarding the design of the new elementary school in Lynn Garden, including his desire to keep the existing football field for the Lynn View Pee-Wee Football League to use.

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)

Mr. David Frye, Chief Finance Officer, presented Budget Amendment #2 to the FY 2026-2027 KCS Budget. The proposed amendment addressed additional revenue related to TISA Growth Funds, a Ballard Health donation, and a budget reconciliation with the City of Kingsport. It also addressed appropriations related to the Lynn Garden Elementary School project and the Dobyns-Bennett High School renovations.

General Purpose School Funds:

Item 1 - TISA Growth Funds/Fund Balance

Growth funds of \$764,284 were due to the change in using the 1.6% multiplier for concentrated poverty. The growth calculated for KCS was

1.56%, which resulted in growth funds of \$764,284. In order to spend these funds they will have to be appropriated from the fund balance and added to the FY 2027 budget.

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

Item 2 - Ballard Health Donation for Reset Room

Kingsport City Schools will receive a donation from Ballard Health in the amount of \$31,500 to fund reset rooms for the 7 remaining schools at \$4,500 each. The schools funded with this donation were Dobyns-Bennett High School, D-B EXCEL, Jefferson, Johnson, Kennedy, Lincoln, and Washington elementary schools. These reset rooms will aid in positive mental health and stress reduction for students and teachers.

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

Item 3 - FY 2027 Budget Reconciliation with the City

Budget #1 appropriated an additional \$200,000 of TISA funds to the FY 2027 budget to fund a custodial pay reclassification. Due to some miscommunication, the City of Kingsport made a change to the original budget and, on second reading of the FY 2027 Budget Ordinance, increased the General Purpose School Fund budget by \$244,400. This amount represented 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. To bring the approved budget in line with the City of Kingsport's approved budget, it was necessary to increase the budget by \$44,000.

General Project Fund:

Lynn Garden Elementary School - A total of \$7,219,798 has been appropriated for the project, with a balance of (\$270,000). It was 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 - Various alternates for this project were not accepted due to lack of funding. The three alternates totaled \$502,000 and a 6% contingency on these items totaled \$30,120. It was recommended that the clocks throughout the school be replaced. This was an alternate to the bid, and it was recommended that this work be handled outside the

Construction Partners contract for an anticipated cost of \$40,000 - \$50,000.

There is currently \$152,668 available for this project and the total cost of the above work totals \$582,120. It was recommended that the estimated revenue for School Fund Transfers and the appropriations be increased by \$430,000.

A motion was made by Melissa Woods (Vice President) and seconded by Todd Golden to approve Budget Amendment #2 as presented. The motion carried by a vote of Yea: 5, Nay: 0.

5.2. Approval to Enter into Contract with Thompson & Litton for Phase 3 for New Elementary School in Lynn Garden (David Frye)

Mr. Frye presented a recommendation to enter into an architectural agreement for Phase 3 of the Lynn Garden elementary school project. He noted this was the final contract for this project. The proposed contract with Thompson & Litton, Inc. would be 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 agreement would be for a lump sum fee of \$2,265,000, including \$188,795 for additional services for landscaping consultant, kitchen equipment consultant, furniture design consultant, furniture bidding, and cost estimating. There was also \$48,000 included for reimbursable expenses. Funding for Phase 3 is designated in the Lynn Garden Elementary School Project GP2507. The projected completion date for the new elementary school is scheduled for the end of May 2029, with classes starting in August 2029. The building capacity will be approximately 750 students in pre-k through 5th grade (at 85% capacity).

Brian Alderson, Senior Architect/Project Manager with Thompson & Litton, reported this phase of the work would begin the process of designing the building itself and also includes all the items south of Walker Street (parking lot, detention pond, etc.). Construction of a new road would be completed first, with part of the main road being reconstructed. Once the project is complete, Walker Street will be closed to through traffic and will be used as part of the project property.

A motion was made by Melissa Woods (Vice President) and seconded by Jamie Jackson to enter 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 motion carried by a vote of Yea: 5, Nay: 0.

5.3. Approval of Recommendation to Issue a Change Order for the Dobyns-Bennett High School Select Renovations Phase 1 Project (David Frye)

Mr. Frye presented a recommendation to issue a change order for the Dobyns-Bennett High School Select Renovations Phase 1 project at Dobyns-Bennett High School. The Board previously approved an agreement with Construction Partners for the Dobyns-Bennett High School project in the amount of \$2,901,801 and a 6% contingency in the amount of \$174,108. With the receipt of TISA growth funds, a recommendation was being made to the agreement to add alternate 1, alternate 2, and alternate 9A as follows:

- Alternate 1 - \$236,000 for all demolition and new work associated with renovating the old administrative area.
- Alternate 2 - \$160,000 for all demolition and new work associated with the construction of the existing building connector, which would remove the existing fire shutters and replace an approved divider.
- Alternate 9A - \$106,000 for technology wiring in the current annex pod, which is being renovated and redesigned to add additional classroom space.

Mr. Frye reported the total cost for the construction costs agreement would be \$3,403,801, making the total cost of the project \$3,852,052. The administration recommended issuing a change order to the agreement with Construction Partners in the amount of \$502,000 and increasing the 6% contingency by \$30,120. Funding would be from the Dobyns-Bennett Renovation Project GP2111.

A motion was made by Todd Golden and seconded by Dr. Phillip Marshall to issue a change order to the agreement with Construction Partners in the amount of \$502,000 and increase the 6% contingency by \$30,120. The motion carried by a vote of Yea: 5, Nay: 0.

6. **REPORTS**

6.1. Policy Report (Dr. Andy True)

Dr. Andy True, Assistant Superintendent - Administration, presented a report regarding potential policy revisions for Board consideration for adoption on First Reading at the August meeting. Six of the higher priority policies were reviewed for consideration at the August meeting as follows:

Revised Policies

Policy 1.403 - Agendas

For regular board meetings, they must now be finalized and provided to the public at least 48-hours in advance. The Tennessee School Boards Association's (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.

Policy 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.

Policy 5.302 - Sick Leave/Policy 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

Policy 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.

Policy 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, and TSBA will send out an update to the model policy, if needed.

7. TIME AND DATES OF MEETINGS

Dr. Chris Hampton, Superintendent, expressed thanks for the hard work by staff over the summer months. The Human Resources staff was very busy working hard to fill open positions, with the number of open positions remaining dwindling, in order to be fully staffed at the start of the year on August 3, 2026. He reported a district-wide Admin Retreat was held for three days on July 7–9. The first day was nuts & bolts of procedures and laws in the school setting. The remaining two days focused on looking at school data and working on school improvement for the new school year.

Dr. Hampton reported that he expects the data to be very good for the 3rd year in a row, with several levels of improvement. He plans to release testing

announcements in the coming weeks and months.

Growth money information received two weeks ago showed the district's student enrollment has slightly increased. However, many districts in the area have seen decreases in student enrollment. He noted FY 2026-2027 would be a tight budget year for all school districts, with many experiencing budget cuts.

Dr. Hampton announced that a few employees and students will be invited to attend next month's meeting in recognition of their participation in the recent National Special Olympics in Minnesota. Several of the athletes won medals. He expressed appreciation to Sarah Good for coaching/sponsoring the trip to Minnesota. Only one coach was allowed to attend the event, which was held over a 9-day period.

The district received a visit by Lizzette Reynolds, Tennessee Commissioner of Education, to Johnson Elementary School's summer learning site in June. The Commissioner and her team met with the leadership of the KCS Summer Learning Program and were able to speak with students and staff. They were very complimentary of their experience. Dr. Hampton expressed appreciation to the summer school staff for their hard work planning and executing the program.

Dr. Hampton mentioned early voting opens on Friday, July 17, 2026. He encouraged staff members to educate themselves on candidates running for the Board of Education, Board of Mayor and Aldermen, and Sullivan County Commission.

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**

Dr. Fletcher adjourned the meeting at 7:13 p.m.

Dr. Brandon Fletcher, Board President

Vivian L. Altizer, Board Secretary

Kingsport City Schools has received the following donations
and staff is recommending approval from the Board of Education.

School	DATE	AMOUNT	PURPOSE
Adams	April 2026	\$636.45	Field Trips
Roosevelt	April 2026	\$30.00	Field Trips
Roosevelt	April 2026	\$24.10	Student support
Jefferson	Feb 2026	\$5,986.42	Assist with cost of New Sunshade
Jefferson	Feb 2026	\$16.60	Student support
Jefferson	March/April 2026	\$539.00	Field Trips
Johnson	April/May 2026	\$692.00	Drama Club
Johnson	April/May 2026	\$173.80	Field Trips
Kennedy	April 2026	900.00	Kennedy Dribbler
Kennedy	April 2026	32.90	Student support
Lincoln	April 2026	\$350.00	Staff Support
Lincoln	April 2026	\$1,400.00	Field Trips
Lincoln	April 2026	\$10.30	Student Support
Robinson	April/May 2026	\$5,890.00	Field Trips
Robinson	April 2026	\$37.90	Student Support
Robinson	May 2026	\$15,000.00	Instrument Repair
Sevier	April/May 2026	\$1,240.00	Student support
Sevier	May 2026	\$5,560.00	Field Trips
Sevier	May 2026	\$850.00	Dance Team
Dobyns-Bennett	April 2026	\$500.00	Tennis
Dobyns-Bennett	April 2026	\$250.00	Cyber Tribe
Dobyns-Bennett	April 2026	\$390.00	Aqua Kicks
Dobyns-Bennett	April 2026	\$500.00	Robotics
Dobyns-Bennett	April 2026	\$1,000.00	Pulaski Club
Dobyns-Bennett	May 2026	\$523.75	Choral Dept
Total		\$42,533.22	

KINGSPORT BOARD OF EDUCATION POLICY RECOMMENDATIONS

For: Consideration for Adoption

August 11, 2026 - Board of Education Meeting

REVISED POLICIES CONSIDERED FOR ADOPTION ON 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 CONSIDERED FOR APPROVAL - 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:

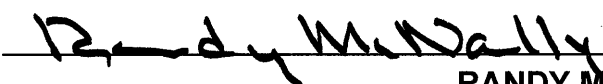
(10) The governing body of a local education agency (LEA); and

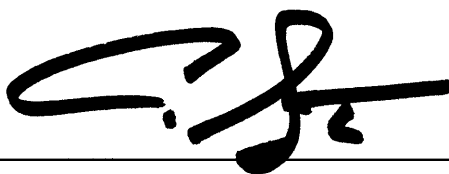
(11) Any other local governing body as defined in § 8-44-102(b)(1)(A) that also has the authority to make binding decisions or the ability to appropriate funds, excluding a private nonprofit community organization that is eligible to receive funds from the community services block grant program under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

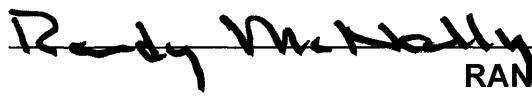
(d) This section does not prohibit the use of digital devices for:

- (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.

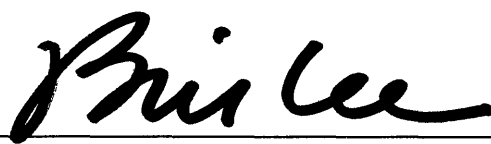
SENATE BILL NO. 2310

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

1 PERSONAL LEAVE

2 Professional Personnel

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

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

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

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

21 Classified Personnel

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

24 Unused Personal Days

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

27 PROFESSIONAL LEAVE³

28 Leave from the regular job assignment may be granted for a limited number of days for professional
29 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

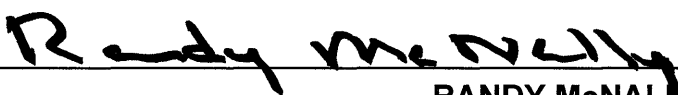
(4) The staff member responsible for issuing parental notifications.

(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.

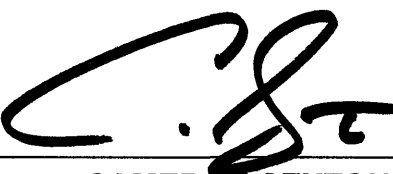
SECTION 3. This act takes effect upon becoming a law, the public welfare requiring it, and applies to the 2026-2027 school year and each school year thereafter.

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



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: August 11, 2026

SUBJECT: Recommendation to Purchase Sixteen Boxlights

The administration recommends utilizing TIPS-USA Contract 240101 to purchase sixteen boxlights from Central Technologies Inc. at a cost of \$3,373 each and \$53,968 total. The sixteen boxlights will be for the following schools: Adams (5), Jackson (1), Kennedy (5), Lincoln (1), Robinson (3) and Sevier (1). The cost includes a stand, software, delivery and set up.

Kingsport City Schools benefits from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from the General-Purpose School Technology budget.



CENTRAL
Technologies, Inc.

We have prepared a quote for you

(16) 75" Boxlight on Cart w/ Installation

Quote # 033692
Version 1

Prepared for:

Kingsport City Schools

Jennifer Brotherton
jbrotherton@k12k.com



Products

Description	Price	Qty	Ext. Price
1541351 CLEVERTOUCH PRO SERIES 75"	\$2,550.00	16	\$40,800.00
PROCOLOR-MOBILE300-STD IMOBILE STAND FOR MIMIO PRO PANELS	\$425.00	16	\$6,800.00
NDMS PREMIUM 5-YEAR UPGRADE OF NETWORKED DEVICE MANAGEMENT SOFTWARE -UPGRADE	\$98.00	16	\$1,568.00
IFPD-Cart IFPD Delivery & Setup on Mobile Cart	\$300.00	16	\$4,800.00

Subtotal: \$53,968.00

▶ Statement of Work

Qty 5-Adams Elementary, 2727 Edinburgh Channel Rd. Kingsport, TN 37664
Qty 1-Jackson Elementary, 600 Jackson St., Kingsport, TN 37660
Qty 5-Kennedy Elementary, 1500 Woodland Avenue, Kingsport, TN 37665
Qty 1-Lincoln Elementary, 1000 Summer Street, Kingsport, TN 37664
Qty 3-Robinson Middle School, 1517 Jessee St., Kingsport, TN 37664
Qty 1-Sevier Middle School, 1200 Wateree St., Kingsport, TN 37660

Purchasing Vehicle

Description	Qty
TIPS-USA CONTRACT - 240101 TIPS-USA CONTRACT - 240101 - Technology Solutions	1

▶ Services Included

7 Year On-Site Warranty
Mimio Studio software
Training for teachers on panel and software / One Hour Minimum at each school

Wi-Fi Module and Mount Included



(16) 75" Boxlight on Cart w/ Installation

Prepared by:

Knoxville HQ

Brandon Calhoun
615-812-5566
brandon@centralinc.com

Prepared for:

Kingsport City Schools

400 Clinchfield Street
Suite 200
Kingsport, TN 37660
Jennifer Brotherton
(423) 378-2100
jbrotherton@k12k.com

Quote Information:

Quote #: 033692

Version: 1

Delivery Date: 08/03/2026

Expiration Date: 08/28/2026

Quote Summary

Description	Amount
Products	\$53,968.00
Total: \$53,968.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Knoxville HQ

Signature: 
Name: Brandon Calhoun
Title: Account Manager
Date: 08/03/2026

Kingsport City Schools

Signature: _____
Name: Jennifer Brotherton
Date: _____



TO: Board of Education
Dr. Chris Hampton, Superintendent

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

DATE: August 11, 2026

SUBJECT: Recommendation to Award the Bid for the Robinson Middle School Freezer Replacement

The City of Kingsport issued an Invitation to Bid on July 1, 2026, for the Robinson Middle School Freezer Replacement. On August 5, 2026, the Procurement Manager received two bids.

Rick Lutz, Senior Architect with CainRashWest, reviewed the bids and recommended Mavin Construction LLC as the lowest, most responsible compliant bidder at a construction cost not to exceed \$155,000.

The total cost of this project will be \$175,300 (detail given below). Funds are identified in the School Nutrition Services budget.

Architect Fee	\$	11,000
Construction Costs		155,000
6% Contingency		<u>9,300</u>
Total Costs	\$	175,300

The administration recommends awarding the bid for the Robinson Middle School Freezer Replacement to Mavin Construction for a cost of \$155,000, authorizing a 6% contingency of \$9,300, and rejecting all other bids.

BID OPENING MINUTES

August 5, 2026

4:00 P.M.

Brent Morelock, Procurement Manager; Sandra Sloan, Asst. Procurement Manager KCS;
Andy True, Asst. Superintendent KCS; Jennifer Walker, School Nutrition Services Director;
Rick Lutz, Architect CRW

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

Robinson Middle School Freezer Replacement			
Vendor:	Base Bid:	Commence Work within # Calendar days:	Completion/Delivery Time:
JE Green Company	\$171,000.00	30 days	150 days
Mavin Construction LLC	\$155,000.00	98 days	30 days

The submitted bids will be evaluated and a recommendation made at a later date.



August 6, 2026

Ms. Sandra Sloan
Assistant Procurement Manager
Kingsport City Schools

Project: Kingsport Ross N. Robinson Middle School Exterior Freezer

Re: Recommendation for Award of Construction Contract

Dear Ms. Sloan,

The project sealed bids were received and read aloud on August 5, 2026, in the Kingsport City Hall, Procurement Manager, 4th floor, Conference Room 436 for the above-referenced project. A total of two (2) bids were received with the apparent low bidder being Mavin Construction LLC.

We have reviewed the bids and have discovered no errors with the apparent low bid. The bid appears to be a responsive bid.

It is our opinion that Mavin Construction LLC fully understand the scope and are qualified to complete the project. We recommend this project be awarded to Mavin Construction LLC for the base bid amount of \$155,000.00.

If you should have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Lutz", with a long horizontal flourish extending to the right.

Richard Lutz, NCARB
Senior Architect
Cain Rash West Architects

Attached Bid Tabulation Sheet



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: August 11, 2026

SUBJECT: Recommendation to Award the Bid for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School

The City of Kingsport issued an Invitation to Bid on June 27, 2026 for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School. On July 29, 2026, the Procurement Manager received five bids.

The project consists of the asbestos abatement and demolition of the Lynn View Community Center and the site development package for the area north of Walker Street. It will begin around September 1, 2026, and be completed by September 1, 2027.

Upon review and evaluation of the bids, Thompson & Litton found the bid from Rezzar Demolition in the amount of \$445,100 was not for the complete project, only demolition. Construction Partners, the next lowest bidder, in the amount of \$2,780,000 is responsible and has the necessary construction capability to complete this project within the required timeframe.

The administration recommends awarding the bid and entering into an agreement with Construction Partners in the amount of \$2,780,000, authorizing a 6% contingency of \$166,800, and rejecting all other bids.

The total cost of this project will be \$3,215,500.

Architect Fee	\$ 268,700
Construction Costs	2,780,000
6% Contingency	<u>166,800</u>
Total Costs	\$ 3,215,500

Funding is identified in the Lynn Garden Elementary School Project GP2507.

BID OPENING MINUTES

July 29, 2026

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Asst. Procurement Manager; Brian Alderson, Architect Thompson & Litton; Andy True, Asst. Superintendent, Schools; David Frye, CFO, Schools; David Sewell, Maintenance Supervisor, Schools

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall

The Procurement Manager opened with the following bids:

New City of Kingsport Elementary School - Lynn View Community Center Demolition and Partial Site Development						
Vendor:	Lump Sum:	Unit Price No 1:	Unit Price No 2:	Unit Price No 3:	Unit Price No 4:	Unit Price No 5:
Rezzar Demolition	\$445,100.00	\$50.00 CY	\$100.00 CY	\$800.00 CY	\$15.00 LF	\$5.00 SF
Construction Partners LLC	\$2,780,000.00	\$375.00 CY	\$350.00 CY	\$55.00 CY	\$22.00 LF	\$6.00 SF
J.E. Green Company	\$3,101,000.00	\$250.00 CY	\$300.00 CY	\$60.00 CY	\$34.00 LF	\$4.00 SF
Preston Construction Co.	\$3,068,000.00	\$275.00 CY	\$220.00 CY	\$31.00 CY	\$33.00 LF	\$3.85 SF
GRC Construction Services, Inc.	\$2,814,000.00	\$400.00 CY	\$200.00 CY	\$120.00 CY	\$40.00 LF	\$4.50 SF

The submitted bids will be evaluated and a recommendation made at a later date.



**THOMPSON
& LITTON** EST.
1956

ENGINEERS ARCHITECTS SURVEYORS

July 30, 2026

Dr. Christopher Hampton, Superintendent
Kingsport City Schools
400 Clinchfield Street, Suite 200
Kingsport, Tennessee 37660

Re: New City of Kingsport Elementary School
Lynn View Community Center Demolition and Partial Site Development Package
T&L Project No. 18291

Dear Dr. Hampton:

Bids for the above-referenced project were received until 4:00 P.M. on July 29, 2026, and opened publicly.

Thompson & Litton has reviewed the bids to formulate an opinion of the contractors' responsiveness with respect to the scope of work advertised. The following bids were received:

Contractor	Lump Sum	Unit Price No. 1	Unit Price No. 2	Unit Price No. 3	Unit Price No. 4	Unit Price No. 5
A/E Estimate						
Rezzar Demolition	\$445,100	\$50.00/C.Y.	\$100.00/C.Y.	\$800.00/C.Y.	\$15.00/L.F.	\$5.00/S.F.
Construction Partners, LLC	\$2,780,000	\$375.00/C.Y.	\$350.00/C.Y.	\$55.00/C.Y.	\$22.00/L.F.	\$6.00/S.F.
J.E. Green Company	\$3,101,000.00	\$250.00/C.Y.	\$300.00/C.Y.	\$60.00/C.Y.	\$34.00/C.Y.	\$4.00/S.F.
Preston Construction Company	\$3,068,000	\$275.00/C.Y.	\$220.00/C.Y.	\$31.00/C.Y.	\$33.00/L.F.	\$3.85/S.F.
GRC Construction Services, Inc.	\$2,814,000	\$400.00/C.Y.	\$200.00/C.Y.	\$120.00/C.Y.	\$40.00/L.F.	\$4.50/S.F.



Upon conducting a review and evaluation of the bids, it appears that most bids were responsive and consistent in all material aspects with the terms of the invitation.

Rezzar Demolition submitted the lowest bid in the amount of \$445,100.00. However, they did not bid the complete project, nor acknowledge all issued addenda. Construction Partners, LLC submitted the next lowest bid in the amount of \$2,780,000.00. Based on past experience with Construction Partners, LLC, it is our opinion that they are responsible and have the necessary construction capability to satisfactorily construct this project within the respective contract time frames.

Thompson & Litton recommends that Kingsport City Schools consult with its financial advisor and legal counsel for their respective input and recommendations regarding these bids, as well as any other criteria that they may feel are appropriate in making a final determination of award.

A copy of the Bid Opening Attendance Record, Bids Received Form, and the bid package of the lowest Bidder are enclosed for your review.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian C. Alderson".

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

Enclosures: Bid Opening Attendance Record
 Bids Received Form
 Bid Package: Construction Partners, LLC



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: August 11, 2026

SUBJECT: Recommendation to Purchase Student Transportation for the DBHS
Marching Band to go to Macy's Thanksgiving Day Parade

As the Dobyns-Bennett Marching Band celebrates 100 years, the director, band students and parents will be participating in the 2026 Macy's Thanksgiving Day Parade.

The Band Booster Club, comprised of parents of the students, began planning and entered into an agreement with Gateway Music Festivals & Tours, Inc., who will provide a full package of lodging, transportation and entertainment for the students, chauffeurs, and parents that want to attend. Students and parents will each pay for their lodging and entertainment. Parents who choose to attend are required to pay for their transportation as well.

School administration requests approval to pay for the student transportation portion of the agreement. In order to do so, City of Kingsport for its Kingsport City Schools will need to enter into an agreement with Gateway Music Festivals & Tours for an amount not to exceed \$95,659.80.

Funds are available in the General Purpose School Fund.



Performance Tour Application – Dobyns-Bennett HS

Tour Destination New York City, NY

Tour Number of Nights 5 Departure Date November 22, 2026 Return Date November 27, 2026

Organization Name City of Kingsport for its Dobyns-Bennett High School Marching Band

Address 415 Broad Street City Kingsport State TN Zip 37660

Day Phone (423) 378-8400 Cell Phone (423) 502-2279 Fax _____

Email lcook@k12k.com

Referred by _____

Director Lafe Cook Ensemble Director of Bands

Director _____ Ensemble _____

Assistant Director _____ Ensemble _____

Trip Coordinator/ Booster Member _____

Approximate Number of Travelers 542

I, on behalf of the above-listed organization/participants, agree to travel with Gateway Music Festivals & Tours, Inc. I have also signed the last page of this agreement indicating that I have read and accept the Terms and Conditions set forth by Gateway Music Festivals & Tours, Inc.

Director Signature _____ Date _____

Title Director of Bands

Administrator Signature _____ Date _____

Title _____

Enclosed:

☒ Completed and Signed Performance Tour Application

☐ \$1,000.00 Non-Refundable Application Fee (to be applied to the payment of the tour) – **WAIVED PER ANGIE WARNER**

☒ Signed "Terms and Conditions" (last page)

Mail to: Gateway Music Festivals & Tours, P.O. Box 1165, Monticello, MN 55362

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY RECORDER

Terms and Conditions

1. Application Fee: A non-refundable fee of \$1,000.00 must accompany this application. This amount will be credited to the payment of the tour before the final group payment. **-WAIVED PER ANGIE WARNER**

2. Continental U. S. Air Deposit \$50.00 per person air deposit due 11-12 months prior to departure
Hawaii/International Air Deposit \$100.00 per person minimum air deposit due 11-12 months prior to departure
May vary according to specific air contracts.

3. Continental U. S. Land Deposit \$50.00 per person land deposit due 11-12 months prior to departure
Hawaii/International Land Deposit \$100.00 per person land deposit due 11-12 months prior to departure

4. Payment Schedule: After the air and land deposits, the remaining balance is divided into four equal installments, to be paid 135/105/75/45 days prior to departure. Should the organization or vendors have a payment schedule with more than four installments or with modified dates that differ from the above that schedule will supersede the above schedule and will be displayed in your "My Gateway" account online. Services are subject to cancellation by Gateway Music Festivals & Tours, Inc. ("Gateway") if payments are not received by their due dates. If Gateway has not received payment in full 45 days prior to departure, Gateway reserves the right to cancel all arrangements and withhold all payments made. All payments must be made in United States currency. Checks should be made payable to "Gateway Music Festivals and Tours, Inc."

5. Air Price: Airfares quoted in proposals are estimated and cannot be confirmed until a deposit is paid and group seats are reserved. After group seats are reserved, additional seats on the group itinerary may be unavailable or available at a higher fare. Air taxes and fuel surcharges are subject to change until tickets are issued.

6. Land Price: Per person land prices are based on a specific number of passengers. If the number of passengers changes, the land price may change. International land prices are based on foreign exchange rates in effect on the date the proposal is sent. Land prices will be based on the final number of passengers and the foreign exchange rate at which Gateway made payments for the group's services and/or fees. Land prices are subject to vendor increases.

7. Air Cancellation Fees: All cancellation dates and penalty amounts will be displayed in your "My Gateway" account. Air cancellation schedules vary according to specific air contracts. When base airfare is confirmed, Gateway will submit the air cancellation and terms to the group leader and will be displayed in your "My Gateway" account. Up until 120 days prior to departure, if the entire group cancels, a flat air cancellation fee of \$1,000.00 will be assessed, plus any additional vendors' fees. Individual air deposits may be refundable until 120 days prior to departure, or may become immediately non-refundable upon receipt, according to specific air contracts. Tickets are normally issued 60 days prior to departure. Once tickets are issued, tickets are non-refundable and non-transferable. Should the organization or vendors have a cancellation schedule or additional fees that differ from Gateway's, they will be in addition to Gateway's schedule or amounts. All cancellation fees and schedules will be displayed in your "My Gateway" account online.

A ticket cancelled within 60 days is forfeited and the value may not be applied toward future travel. Name changes may or may not be possible for an additional fee, depending on your air contract.

8. Land Cancellations Fees: Up until 120 days prior to departure, individual land deposits are refundable with the exception of a flat land cancellation fee of \$1,000.00 if the entire group cancels, plus any additional vendors' fees. Vendors may assess fees in addition to Gateway's cancellation fees. In the case of an individual cancellation, if a replacement is found and the room block is not affected, cancellation fees may be reduced.

Land cancellation fees from 120 days until departure are as follows:

119 – 106 days:	25% of land cost
105 – 61 days:	50% of land cost
60 – 16 days:	75% of land cost
15 days – departure:	100% of land cost

9. Tour Cancellation or Postponement: The organization has the right to cancel or postpone the tour on behalf of all individuals. In the event the tour is cancelled or postponed by the organization, all individuals will be subject to the cancellation fees as set forth in the individual terms and conditions agreed-to on My Gateway.

10. Tour Refunds: If an individual cancels or an organization cancels on behalf of an individual that has made payments directly to Gateway, any or all applicable refunds will be refunded to the user listed on their individual "My Gateway" account. Payments that were made to the organization directly, will be refunded back to the organization.

11. New Passenger Fee: Each new passenger added to the group within 60 days of departure will be assessed a \$200.00 surcharge in addition to any vendor fees or rate increases incurred by Gateway. To confirm an additional passenger, Gateway must receive an updated rooming list and flight manifest.

12. Travel Protection Plan: Gateway strongly encourages an individual travel protection plan to protect against cancellation, baggage loss, and medical expenses. The cost is not included in the proposal and may be purchased through Gateway or a vendor of your choice.

13. Partial Land Packages: Gateway will not arrange partial land packages for individuals. All group passengers must purchase a full land package through Gateway. While on tour, individuals who have not purchased the full land package are not permitted to travel on the group motorcoach or to attend group activities or meals as part of your group's reservation. They may book their own arrangements that shadow your group but cannot be considered part of your group's reservation in any way. Passengers who have not purchased a land package through Gateway are not covered by Gateway's or our vendors' liability insurance.

14. Land Only Passengers: Passengers who choose to make their own individual air arrangements may purchase a Land Only package. If a land only passenger arrives or departs separately from the group's air schedule they will be physically and financially responsible for arranging their own transportation to meet up with the group, wherever the group may be in their itinerary, and for arranging their own return transportation to the airport for their return flight.

15. Airline Obligations: The services of any ARC or IATA member airline may be used in connection with this tour. The responsibilities of the designated carrier in the operation of this tour are limited to the air transportation involved. Your airline ticket constitutes a contract between yourself and the airline (and not Gateway) even if purchased through Gateway. Gateway is not liable for, and does not assume responsibility or accept claims with regard to, seat assignments, schedule changes, flight delays, name changes, flight changes, cancellation claims for a refund or reimbursement of airline ticket fees, loss or damage to baggage or death or injury to person or property, or any other loss or expense incurred by you for any reason whatsoever (including, without limitation to bankruptcy, insolvency, reorganization of a carrier or similar result from creditors) when purchasing or using the carriers services. You are subject to and limited by the terms of applicable tariffs imposed by the carrier or any applicable governmental agency, from time to time, in connection with your air travel. In the event that a flight is oversold and insufficient passengers volunteer to travel on another flight, air carriers reserve the right to rebook customers on another flight involuntarily. The airline will attempt to rebook passengers on the first available flight to the ticketed destination. If flights on that airline are unavailable, the airline will strive to provide comparable accommodations on another airline with which it has a ticketing agreement. Gateway is not liable or responsible for any such cancellations or the airline's failure to find an alternative flight.

Seat assignments cannot be requested through Gateway and will be assigned randomly by the airline. We cannot submit requests to the airlines as our requests are never guaranteed and rarely honored. You can request to have your seat changed through the airline at airport check-in and they will assist you, if possible.

Group air tickets can only be purchased in United States currency; they cannot be purchased with points, miles, vouchers, barter, or any other form of payment. Group air tickets cannot be upgraded with any form of payment, regardless of any status held by the individual passenger.

16. Air Deviations: A limited number of air deviations may or may not be allowed, depending on specific air contracts. Gateway charges a non-refundable deviation handling fee in addition to possible airline handling fees and airfare supplements.

17. Luggage: This proposal includes the cost of transporting one personal suitcase and one carry-on item per person via motorcoach. Regarding airline transportation, the cost of checked luggage and instruments are not included in your proposal unless you request an estimated total amount to be included in your package. Each airline also places restrictions on the linear inches and weight of checked and carry-on items. Group members are responsible to pay applicable oversized or overweight fees to the airline upon check-in as these are not included in your proposal. Group members are responsible for any lost personal property. Gateway and/or its staff are not responsible for locating or forwarding lost items.

18. Itinerary Changes: Participation in the program constitutes approval of the itinerary and program costs. Gateway shall have the right to alter, amend, or cancel programs and to make any adjustments to the program cost prior to departure in order to meet unanticipated contingencies, as Gateway shall determine in consultation with the organization's leadership. Such changes shall not be grounds for cancellation without penalty. Should conditions beyond the control of Gateway require that changes be made to the itinerary, Gateway will endeavor to provide, but shall not guarantee, alternate activities of an equal or higher value. Once the tour begins any changes in itinerary must be approved by Gateway. If any additional services are requested, Gateway must handle booking and must receive payment for said services within two weeks of the group's return date.



The organization has the right to make adjustments to the tour itinerary, inclusions, and terms and conditions on behalf of all passengers.

19. Gateway Tour Manager: Your Gateway Tour Manager will be responsible for the overall operation of the tour, ensuring that you receive all services listed on your Inclusions document. Tour Managers are not responsible for behavioral issues, chaperone duties, individual health issues, or anything else that distracts them from the entire group.

20. Behavioral Standards: Gateway shall have the right to enforce whatever rules and standards it deems reasonable with respect to the behavior of the participants traveling with Gateway. Such rules may include, without limitation, attendance at scheduled activities, curfew, dress standards, vulgar language, smoking, illegal drugs, and underage alcohol consumption. **Total cost of student transportation paid by the City of Kingsport is \$95,659.80 as shown on the attached invoice.**

21. Infants: Gateway must be notified of any children traveling under 2 years of age as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

22. Disabilities: Gateway must be notified of any disabled passengers as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

23. Travel Documents: It is the sole responsibility of the organization and each participant to verify the validity of each participant's individual travel documents including, but not limited to, passports, visas, ETIAS, birth certificates, and REAL-ID compliant licenses. Gateway is not responsible for individual travel documents deemed invalid by authorities.

24. Dietary Needs: If you have any passengers with dietary restrictions or allergies Gateway must be notified upon registration on My Gateway. Gateway will notify the vendors of these needs but can not guarantee that all needs can be met by the vendors. Ultimately, it is the passenger's responsibility to always check to make sure that their restrictions are known for each meal and that they are eating something that follows their dietary needs. If the vendor is not able to provide an alternative, it is the passenger's responsibility to find and pay for a replacement.

25. Festival Participation: If your proposal includes participation in a music festival, we will keep you advised as to the status of that festival. Should there be an insufficient number of groups to operate a festival, Gateway reserves the right to convert your package to a performance tour.

26. Photography: **The organization does not consent and Gateway agrees not to take, process, publish or otherwise use photographs or videos of the advisor or the participants either alone or with others in any way.**

27. Events beyond Gateway's Control: Gateway shall not be responsible for, and Gateway and its officers, directors, employees and agents are hereby released from all claims arising out of, events beyond Gateway's control making it operationally impossible to proceed, or continue with, the tour because participants are unable or unwilling to travel, including, without limitation, acts of God, actual or threatened, war, terrorism or the threat thereof, insurrection, riots, civil action, decisions by governments or governing authority, governmental restrictions, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, industrial action, strikes, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts of omissions of persons or companies not controlled by Gateway, including, without limitations, air carriers, bus companies, railways, and hotels, and all similar events outside Gateway's control.

28. Health and Safety Measures: Gateway shall have the right, but not the duty, to take whatever actions it deems necessary in regard to the health and safety of any or all participants including, without limitation, obtaining medical treatment on their behalf and transporting them home for medical or other emergency reasons, at the expense of the participant or the parent/legal guardian of the participant. For student groups: a minor may not be left unattended at any time, and the organization, or the parent/legal guardian of the participant, is responsible to assign someone to be present at all times. In any case, the Gateway Tour Manager must remain with the group at all times.

29. Non-liability of City Officials and Employees: No member, official, or employee of the City or its Kingsport City Schools shall be personally liable to Gateway or any other party, including a third-party beneficiary, in the event any provision of the agreement is unenforceable; there is any default or breach by the City or its Kingsport City Schools; for any amount which may become due under the Terms and Conditions, or on any obligations under the Terms and Conditions.



30. **Governing Law and Forum Selection:** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties agree and consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee for any disputes, claims, or causes of action. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

31. **Change of Terms:** These Terms and Conditions shall not be modified or altered other than by written agreement executed by both parties.

Total cost of student transportation paid by the City of Kingsport is \$95,659.80 as shown on the attached invoice.

If you have any questions, please contact our office for clarification at 1-800-331-8579.

Please complete all information below:

I, the undersigned, have read and hereby accept these Terms and Conditions on behalf of the organization/participants.

Director Signature _____ Date _____

Title Director of Bands _____

Administrator Signature _____ Date _____

Title _____

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY RECORDER

Gateway Music Festivals & Tours, Inc.
PO Box 1165
Monticello, MN 55362



Date
30-Jul-26
Invoice Number
2026 76 MC

City of Kingsport for its Dobyns-Bennett Marching Band
Attn: Finance - Accounts Payable
415 Broad Street
Kingsport, TN 37660

INVOICE

Next Payment Due	Upon Receipt
Individual Cancellation Penalties begin	26-Jul-26

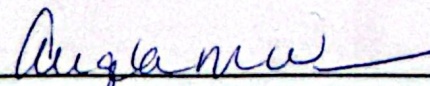
Tour Package	Qty	Rate	Total
Student Motorcoaching - 2026 Macy's Parade	1	\$95,659.80	\$95,659.80
Invoice Total			\$95,659.80
Payments Received			
Balance Due (U.S. Funds Only)			\$95,659.80
My Gateway Registered Passengers & Amount Being Collected			
	As of Date		
# of Active Passengers	July 27, 2026	542	
Payment Schedule			
Description	Due Date	Individual Amt	Group Amt
Motorcoaching	Upon Receipt		\$95,659.80
Final balance must be paid in full 45 days prior to departure			
Thank You For Choosing Gateway Music Festivals & Tours			

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).



Signature of Authorized Representative

7/30/26

Date

KINGSPORT BOARD OF EDUCATION POLICY RECOMMENDATIONS
For: Consideration for Adoption (Business Item)
August 11, 2026 - Board of Education Meeting

REVISED POLICY CONSIDERED FOR ADOPTION ON 1st Reading

1.200 – Internal Organization

A revision regarding election of Board officers is recommended to align Kingsport Board of Education Policy with the City of Kingsport Charter.

Kingsport City Board of Education

Monitoring:

**Review: Annually,
in September**

Descriptor Term:

Internal Organizations

Descriptor Code:

1.200

Issued Date:

06/13/23

Rescinds:

1.200

Issued:

11/12/19

The Kingsport City Schools' fiscal year begins on July 1st.

OFFICERS

Annually at its ~~August~~ **September** business meeting, the Board of Education shall elect from its members a President and a Vice-President.¹ These elected individuals will assume office ~~on September 1 for a term that will run through August 31~~ immediately following their election as President and Vice President and serve in such capacity until the September business meeting of the following calendar year.

~~*For 2023-24, at its June 2023 business meeting, the Board of Education shall elect from its members a President and a Vice President. These elected individuals will assume office on July 1, 2023 for a term that will run through August 31, 2024 (*Clause to sunset at conclusion of term).~~

MEMBERS

Board members are both state officers operating at the local level and local officers in terms of function and scope of duty. Members of the Board have authority only when acting as a Board in a duly-called meeting with a quorum.

COMMITTEES

The President shall have the duty to appoint committees authorized by the Board to execute the duties of the Board.

Legal References

1. TCA 49-2-202

Cross References

Meetings 1.400



To all to whom these Presents shall come, Greeting:

*I, Tre Hargett, Secretary of State of the State of Tennessee,
do hereby certify that the annexed is a true copy of*

Private Chapter No. 49

House Bill No. 2648

Senate Bill No. 2710

114th General Assembly



*the original of which is now on file and a matter
of record in this office. In Testimony Whereof,
I have hereunto subscribed my official signature
and by order of the Governor affixed the Great
Seal of Tennessee at the Department
in the City of Nashville,*



State of Tennessee
PRIVATE CHAPTER NO. 49

HOUSE BILL NO. 2648

By Representatives Hulsey, Crawford

Substituted for: Senate Bill No. 2710

By Senator Harshbarger

AN ACT to amend Chapter 76 of the Private Acts of 1917; as amended by Chapter 345 of the Private Acts of 1974; Chapter 292 of the Private Acts of 1978; Chapter 244 of the Private Acts of 1980; and Chapter 30 of the Private Acts of 2001; and any other acts amendatory thereto, relative to the city of Kingsport.

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

SECTION 1. Chapter 76 of the Private Acts of 1917, and any other acts amendatory thereto, is amended by deleting Article III, Section 11 and substituting:

Sec. 11. Vice-mayor; appointment, function.

At the first meeting of the board after a general city election, said board shall choose from its membership a member to act in the absence, inability or failure to act of the mayor. Such member shall act as mayor during any temporary absence, inability or failure to act of the mayor, and whenever a vacancy occurs in the office of mayor, such member shall become mayor and hold office as such for the unexpired term.

SECTION 2. Chapter 76 of the Private Acts of 1917, and any other acts amendatory thereto, is amended by deleting Article XI, Section 5 and substituting:

Sec. 5. Due date for designated taxes; duty, authority of treasurer; warrants to collect delinquent taxes.

All taxes due to the City of Kingsport, except privilege and merchants ad valorem taxes, and street labor taxes, unless otherwise provided by ordinance, are due and payable on the 30th day of November of the year for which the taxes are assessed. The treasurer shall be custodian of the tax books and shall be the tax collector for the city.

As of the first day of December of the year for which the taxes are assessed, as in this section provided or as may be provided by ordinance, the tax books in the hands of the recorder shall have the force and effect of a judgment of a court of record, and the recorder shall have power to issue distress warrants, alias and pluries distress warrants in the name of the City of Kingsport, to enforce the collection of said taxes against the person owning the property on January 10th, of the year for which the taxes are assessed, by a levy upon the personalty of such taxpayer; and such distress warrant shall be executed by the chief of police or other policeman of the City of Kingsport by a levy upon and sale of goods and chattels under the same provisions as prescribed by law for the execution of such process from a justice of the peace.

SECTION 3. Chapter 76 of the Private Acts of 1917, as amended by Chapter 292 of the Private Acts of 1978, Chapter 30 of the Private Acts of 2001, and any other acts amendatory thereto, is amended by deleting Article XV, Section 2 and substituting:

before the first day of the fiscal year. Further appropriations and expenditures during the fiscal year after passage of the budget ordinance shall be by resolution of the board of mayor and aldermen as necessity and advisability shall become apparent.

The budget ordinance may be amended by ordinance. Further appropriations and expenditures during the fiscal year after passage of the budget ordinance shall be made by ordinance of the board of mayor and aldermen as the necessity and advisability shall become apparent.

SECTION 4. Chapter 76 of the Private Acts of 1917, as amended by Chapter 345 of the Private Acts of 1974, Chapter 244 of the Private Acts of 1980, and any other acts amendatory thereto, is amended by deleting Article XIX, Section 2 and substituting:

Sec. 2. Election; terms; interim appointment; nomination; president; oath; vacancies.

The members of the board of education shall be elected from the city at large by the qualified voters of the City of Kingsport at the general city election. The members of the board of education shall be elected for terms of office of four (4) years, and until their successors are elected and qualified. A board member shall be eligible for reelection.

Two (2) members shall be elected at the general city election in May, 1981, for four-year terms, and each four (4) years thereafter. Three (3) members shall be elected at the general city election in May, 1983, for four-year terms, and each four (4) years thereafter. Such elected board members shall assume office on the first day of September following their election.

Candidates for the office of a member of the board of education shall be nominated in the same manner as is provided for a candidate for the board of mayor and aldermen of the City of Kingsport.

The members of the board of education, at the first regular meeting following a general city election, shall elect one (1) of their number as president.

Before entering upon their duties, members of the board of education shall take the oath prescribed by the laws of Tennessee for such officers.

All vacancies in the board of education shall be filled by election of the board of mayor and aldermen; to serve only until the next general city election when such vacancy shall be filled for the remainder of the unexpired term by election by the qualified voters of the city. Any member elected to serve the remainder of an unexpired term shall assume office on the first day of July following their election.

SECTION 5. Nothing in this act shall be construed as having the effect of removing any incumbent from office or abridging the term of any official prior to the end of the term for which such official was elected.

SECTION 6. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 7. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Kingsport. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the Secretary of State.

SECTION 8. For the purpose of approving or rejecting the provisions of this act, it shall

HOUSE BILL NO. 2648

PASSED: April 2, 2026



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 16th day of April 2026



BILL LEE, GOVERNOR



May 28, 2026

Mr. Robert Greene, Director
Division of Publications
State of Tennessee
312 Rosa L. Parks Avenue, 8th Floor
Nashville, TN 37243

**RE: NOTICE OF RATIFICATION OF
PRIVATE CHAPTER No. 49**

Dear Mr. Greene,

Enclosed herewith you will find the executed *Notice to Secretary of State of Ratification of Private Act* for Private Chapter No. 49 of the Private Acts of the 114th General Assembly. Mayor Paul W. Montgomery executed the notice which reflects the Board of Mayor and Aldermen of the City of Kingsport ratified Private Chapter No. 49 with five (5) votes in favor, no votes in opposition, and no abstentions.

It is my understanding this satisfies all requirements for the enactment of Private Chapter No. 49, amending Kingsport's Chater. However, please do not hesitate to contact me if the Secretary's office requires any further action on the part of the City of Kingsport.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rodney B. Rowlett III".

Rodney B. Rowlett, III

City Attorney



**NOTICE TO SECRETARY OF STATE
OF RATIFICATION OF PRIVATE ACT**

SECRETARY OF STATE
Division of Publications
312 Rosa L. Parks Avenue, 8th Floor
William R. Snodgrass Tennessee Tower
Nashville, TN 37243

Private Chapter No. 49, which is House
(House or Senate)
Bill No. 2648 of the 114th General Assembly,

☒ Passed

☐ Failed

☐ No Action Taken

The vote took place on 05/19/2026, and the results were as follows:
Date (mm/dd/yyyy)

5 Votes For

0 Votes Against

0 Abstention

(please list number of votes)



Paul W. Montgomery
Presiding Officer of the Local Legislative Body

City of Kingsport
County of City

05/26/2026
Date (mm/dd/yyyy)