



**Tuesday, April 9, 2024**  
**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 (Abel and Boone Marsh)
- 1.2. Additions to and/or Acceptance of the Agenda (Mrs. Melissa Woods)
- 1.3. Public Input on Agenda Items (Mrs. Melissa Woods)

**2. RECOGNITIONS**

- 2.1. Dobyys-Bennett High School All-State Band, Choir, and Orchestra Members (Mrs. Julie Byers)
- 2.2. Dr. Melissa Seaver, 2024 Tennessee National Outstanding Assistant Principal by the National Association of Elementary and Secondary Principals (Dr. Brandon Fletcher)

**3. CONSENT AGENDA**

- 3.1. Personnel Considerations (Mrs. Jennifer Guthrie)
- 3.2. Approval of Minutes - March 12, 2024 BOE Regular Monthly Meeting (Mrs. Melissa Woods)

**4. BUSINESS ITEMS**

- 4.1. Consideration of Adjustments to Superintendent Employment Contract (Mrs. Melissa Woods/Mr. Bart Rowlett)
- 4.2. Approval to Award Contract for Customized Student Benchmark Assessment Program to Instructure, Inc. (Mr. David Frye/Mr. Michael Hubbard)
- 4.3. Approval to Purchase a Dissection Table for Dobyys-Bennett High School Career and Technical Education (Mr. David Frye/Dr. Bo Shadden)
- 4.4. Approval of Tuition Rate Adjustment (Mr. Jim Nash)

**5. TIMES AND DATES OF MEETINGS**

- 5.1. April 23, 2024 - BOE Work Session (6:00 PM)
- 5.2. May 14, 2024 - BOE Regular Monthly Meeting (6:00 PM)
- 5.3. June 11, 2024 - BOE Regular Monthly Meeting (6:00 PM)
- 5.4. July 9, 2024 - BOE Regular Monthly Meeting (6:00 PM)

**6. ADJOURNMENT**



# **Kingsport City Schools Board of Education Regular Monthly Meeting Minutes March 12, 2024**

This regular meeting of the Kingsport City Schools Board of Education was held on Tuesday, March 12, 2024, in the KCS Administrative Support Center Tennessee Room at 6:00 p.m. The following Board of Education members were in attendance.

Mrs. Melissa Woods	President
Dr. Brandon Fletcher	Vice President
Mrs. Julie Byers	Member
Mr. Tim Dean	Member
Mr. Todd Golden	Member

Superintendent Dr. Chris Hampton was in attendance at the meeting.

## **1. Call to Order**

Mrs. Melissa Woods, Board President, called the meeting to order at 6:00 p.m.

### **1.1 Pledge of Allegiance (Aminata and Ollie Sonpon)**

Jackson Elementary School students Aminata and Ollie Sonpon led the Board of Education and audience in the Pledge of Allegiance. Aminata is a 5<sup>th</sup> grader and Ollie is in 2<sup>nd</sup> grade. They are the children of Ernest Sonpon and Callie Bellamy.

### **1.2 Additions to and/or Acceptance of the Agenda (Mrs. Melissa Woods)**

Mrs. Woods reported that Business Item 4.4 – Approval to Purchase Three School Buses would need to be amended to request approval to purchase of one school bus instead of three.

A motion was made by Mr. Golden and seconded by Mrs. Byers to approve the amended agenda. The motion carried by a vote of 5-0.

### **1.3 Public Input on Agenda Items (Mrs. Melissa Woods)**

None

## **2. Recognitions**

### **2.1 2023 Tennessee Department of Education Reward Schools (Mr. Tim Dean)**

Mr. Dean recognized Adams and Jefferson Elementary Schools for being named as 2023 Reward Schools by the Tennessee Department of Education. Each school received the designation based on results from the 2022-2023 TCAP assessment. Reward School status is the top designation a school can earn in Tennessee and is a key designation under Tennessee’s school accountability system.

### 3. Consent Agenda

3.1 Personnel Considerations (Mrs. Jennifer Guthrie)

3.2 Approval of Minutes - February 13, 2024 BOE Regular Monthly Meeting (Mrs. Melissa Woods)

3.3 Approval of Biennial Policy Review (Dr. Andy True)

3.4 Acceptance of Donations (Mr. David Frye)

3.5 Approval of Surplus Property (Mr. David Frye)

### 4. Business Items

4.1 Approval of Tenure Recommendations (Mrs. Jennifer Guthrie)

Mrs. Jennifer Guthrie, Chief Human Resources Officer, presented two tenure recommendations for Board consideration. Jefferson Elementary teacher Carletta Fields and Dobyns-Bennett High School teacher Sarah Lowell have met all of the criteria and requirements for tenure.

Recommended Action: To approve the proposed candidates for tenure.

A motion was made by Mr. Golden and seconded by Mrs. Byers to approve the proposed candidates for tenure. The motion carried by a vote of 5-0.

4.2 Budget Amendment #7 (Mr. David Frye)

Mr. David Frye, Chief Finance Officer, reviewed Budget Amendment #7 for FY 2023-2024. The amendment included additional funding via donations and a Fund Balance appropriation, as well as project expenses related to the Adams Elementary playground, the Dobyns-Bennett High School Dome renovation, and a roofing project at the Tribe Athletic Complex.

Recommended Action: To approve Budget Amendment #7 as presented.

A motion was made by Mrs. Byers and seconded by Mr. Dean to approve Budget Amendment #7 as presented. The motion carried by a vote of 5-0.

4.3 Approval to Purchase Student Chromebooks and Chrome Licenses (Mr. David Frye)

Mr. Frye presented a proposal to purchase 2,000 Chromebook 3110s and 1,000 Chrome licenses for a total cost of \$462,300. The purchase would be made using ESSER 3.0 funds and utilizing the Wilson County Schools Cooperative Purchasing Agreement with Dell Marketing, L.P.

Recommended Action: To approve the purchase of 2,000 Chromebook 3110s and 1,000 Chrome licenses from Dell Marketing, L.P. for a total cost of \$462,300.00 utilizing the Wilson County Schools Cooperative Purchasing Agreement.

A motion was made by Mr. Golden and seconded by Dr. Fletcher to approve the purchase of 2,000 Chromebook 3110s and 1,000 Chrome licenses from Dell Marketing,

L.P. for a total cost of \$462,300.00 utilizing the Wilson County Schools Cooperative Purchasing Agreement. The motion carried by a vote of 5-0.

#### 4.4 Approval to Purchase One School Bus (Mr. David Frye)

Mr. Frye presented a recommendation to purchase one 43-passenger Blue Bird All American special education school bus for a total cost of \$182,027.00 utilizing the State of Tennessee contract with Sourcewell Cooperative Agreement from Central States Bus Sales, Inc. Funding for this purchase will be from the School General Purpose Fund.

The original item was to approve the purchase of three replacement school buses (two 72-passenger regular education buses and one 43-passenger special education bus), but was amended to approve the purchase of one 43-passenger bus by Kingsport City Schools. The item was amended due to the previous purchase of two 72-passenger buses in 2008 and 2009 which KCS paid depreciation on that went into the fleet sinking fund. Therefore the City of Kingsport will pay for the two replacement buses. The purchase of a 43-passenger special education bus would also be a replacement bus, however, it was purchased with grant funds and not set up in the depreciation cycle. This purchase will be funded out of the operating budget.

Recommended Action: To approve the purchase of one 43-passenger bus for \$182,027.00 using a State of Tennessee contract with Sourcewell.

A motion was made by Mrs. Byers and seconded by Dr. Fletcher to approve the purchase of one 43-passenger bus for \$182,027.00 using a State of Tennessee contract with Sourcewell. The motion carried by a vote of 5-0.

#### 4.5 Approval to Award Bid for Tribe Athletic Complex Roof (Mr. David Frye)

Mr. Frye provided a report regarding the bids received to re-roof portions of the Tribe Athletic Complex, which included a base bid and two alternates. Due to the roof being approximately 44 years old and needing consistent repairs, the decision was made to initiate the roof project over the Tribe Athletic Complex (TAC) gymnasium area (base bid), the vocational area being used by the Tennessee College of Applied Technology (TCAT; alternate #1), and the connecting hallway (alternate #2). The City of Kingsport has agreed to pay the portion of the project covering the area being used by TCAT. Six bids were received for the project, with the low bid submitted by Barnard Roofing Company, Inc. The bid included a base bid amount of \$470,838.00, alternate #1 bid of \$283,473.00, and alternate #2 bid of \$243,353.00, for a total cost of \$997,664.00 and completion in 120 days. With the addition of architect fees (\$48,750.00), a six percent contingency (\$59,860.00), and miscellaneous costs (\$10,000.00), the total project cost will be \$1,116,274.00. Funding will be from the Sullivan North Renovation Project.

Recommended Action: To enter into an agreement with Barnard Roofing Company, Inc. for the Tribe Athletic Complex Re-Roof for a total cost of \$997,664.00, authorizing a six percent contingency of \$59,860.00, an architect fee of \$48,750.00, and a \$10,000.00 miscellaneous amount, for a total cost of \$1,116,274.00.

A motion was made by Dr. Fletcher and seconded by Mr. Dean to enter into an agreement with Barnard Roofing Company, Inc. for the Tribe Athletic Complex Re-Roof

for a total cost of \$997,664.00, authorizing a six percent contingency of \$59,860.00, an architect fee of \$48,750.00, and a \$10,000.00 miscellaneous amount, for a total cost of \$1,116,274.00. The motion carried by a vote of 5-0.

#### 4.6 Approval of Preston Construction Dome Renovation Contract Amendment #2 (Mr. David Frye)

Mr. Frye presented a recommendation to approve Amendment #2 to the contract with Preston Construction for renovations to the Buck Van Huss Dome at Dobyns-Bennett High School. The amendment included approval of project alternate bid item #3, additional LED lighting attached to the new steel ceiling support structure. The amendment would be funded through the D-B Dome Renovation Project, through a donation of funds from a private donor. The cost of Amendment #2 is \$272,000.00 plus an added contingency of \$10,880.00.

Recommended Action: To approve Amendment #2 to the agreement with Preston Construction to add alternate #3 for additional LED ceiling lighting in the amount of \$272,000.00 and to increase the contingency by four percent of the alternate amount, which is \$10,880.00, for a total of \$282,880.00.

A motion was made by Mrs. Byers and seconded by Mr. Golden to approve Amendment #2 to the agreement with Preston Construction to add alternate #3 for additional LED ceiling lighting in the amount of \$272,000.00 and to increase the contingency by four percent of the alternate amount, which is \$10,880.00, for a total of \$282,880.00. The motion carried by a vote of 5-0.

### 5. Reports

#### 5.1 Quarterly Financial Report for 2nd Quarter FY 2023-2024 (Mr. David Frye)

Mr. Frye presented a Quarterly Financial Report for the 2<sup>nd</sup> Quarter of FY 2023-2024, as of December 31, 2023. The report included a review of revenues and expenditures through the first two quarters of the year. TISA state funds collected as of December 31, 2023 was \$23,799,546. This amount included the first payment of the Outcomes funding, in the amount of \$744,310. To date, the total expected to be received in TISA funding this year is \$46,854,782. The second and third payments this year are expected to be much smaller than the first payment. Current Year Property Taxes could potentially be \$3,322,000 short as a result of Hawkins and Sullivan Counties reducing the school property tax rates. As of December 31, 2023, there was \$926,926 less collected than last year. The ADA percentages for the current year dropped in Sullivan County 0.13 percent and increased in Hawkins County by 0.09 percent, which could result in an additional decrease of approximately \$50,000. Sales Tax collected through December 2023 reflected an increase of \$109,272 more than this time last year, representing a 1.5 percent increase from the same time period last year. The net decrease in ADA percentage will also have a negative effect on final sales tax numbers. Approximately \$40,000 per month was being collected in tuition, however, the final amount collected for the year could be short of the estimate by \$34,000. Early Childhood Fees collected was 42.1 percent of the anticipated revenues for the year, which was \$6,169 less than was collected during the same time period last year. The three ECLC's have a combined deficit of \$57,361 as of December 31, 2023. There is an

anticipated \$100,000 - \$150,000 deficit in the ECLC programs budgeted this year, which is primarily due to employee wage increases and benefits (health insurance, retirement, etc.). The After-School Programs have collected 40.5 percent of the estimated revenue for the year and are running a surplus. Their budget is 44.9 percent expended. Expenditures are roughly at 42 percent of budget, which is in line for this time of year. ESSER funds are rolling off at the end of the FY 2023-2024.

The Board discussed the ECLC deficit and anticipated tuition fee increase for next school year. Mr. Frye proposed a fee increase of ten percent in order to reduce the deficit, which would amount to a tuition fee increase of \$80-\$85 more per month per child. The last fee increase was two years ago and was 3-5 percent. Several Board members suggested a smaller increase in fees next year and another rate increase the following year, instead of ten percent increase in one year. Mr. Frye indicated next year's rates would need to be finalized soon and mentioned possibly setting a 7.5 percent increase next year instead of ten percent. The Board requested Mr. Frye to provide options to them regarding potential ECLC tuition fee increases and plans to reduce the deficit. Mr. Frye noted that staff would discuss the matter internally and provide recommendations to the Board.

## 6. Time and Dates of Meetings

6.1 April 9, 2024 - BOE Regular Monthly Meeting (6:00 PM)

6.2 April 23, 2024 - BOE Work Session (6:00 PM)

6.3 May 14, 2024 - BOE Regular Monthly Meeting (6:00 PM)

6.4 June 11, 2024 - BOE Regular Monthly Meeting (6:00 PM)

## 7. Adjournment

Mrs. Woods adjourned the meeting at 7:31 p.m.

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Mrs. Melissa Woods – BOE President

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Vivian L. Altizer – BOE Secretary

## CONTRACT OF EMPLOYMENT

This contract is entered into this \_\_\_ day of April, 2024 by and between the Board of Education of the City of Kingsport, Tennessee, hereinafter called the "BOARD" and Dr. Christopher M. Hampton, hereinafter called the "SUPERINTENDENT".

The BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

**SECTION 1. TERM OF CONTRACT.** The BOARD, in accordance with its action as found in the Minutes of its meeting held on the \_\_\_ day of April, 2024, hereby employs the SUPERINTENDENT and SUPERINTENDENT accepts such employment in accordance with the terms and conditions found herein for a term of forty-eight (48) months beginning on the 1<sup>st</sup> day of June, 2024 and ending at midnight on the 31<sup>st</sup> day of May, 2028. The parties may renew or amend this contract as provided in Section 23 herein. However, if the BOARD does not act to extend the contract on or before six (6) months prior to the expiration date of the contract, such failure to act will serve as notice to the Superintendent that the BOARD does not intend to renew the contract.

**SECTION 2. PROFESSIONAL CERTIFICATION.** SUPERINTENDENT will maintain and furnish to the BOARD evidence of maintaining, throughout the life of this contract, a valid and appropriate certificate to act as Superintendent of Schools of Kingsport City Schools in accordance with the laws of the state of Tennessee.

### **SECTION 3. DUTIES.**

**A.** SUPERINTENDENT will perform the duties specified in Tennessee Code Annotated as well as those listed in the job description for superintendent as adopted by the BOARD, or as it may be amended by the BOARD from time to time during the term of this contract. Such job description, as so amended, is hereby incorporated in this contract by reference as if fully stated herein. SUPERINTENDENT will have charge of the administration of the schools under the direction of the BOARD; will be the chief administrative officer of the BOARD; will organize and arrange the administrative and supervisory staff, including instruction and business affairs as best serves the BOARD; subject to the approval of the BOARD will, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the well ordering of the school system; in general, perform all duties incident to the office of superintendent; and perform such other duties as may be prescribed by the BOARD from time to time.

**B.** SUPERINTENDENT will devote such time and energies as are necessary to perform the duties specified in the job description and those duties required in accordance with this section 3. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require SUPERINTENDENT to work during times other than normal business hours.

**SECTION 4. ASSUMPTION OF DUTIES.** SUPERINTENDENT shall assume the duties of superintendent pursuant to this Contract of Employment effective June 1<sup>st</sup>, 2024.

**SECTION 5. BASE SALARY.** The BOARD will pay SUPERINTENDENT a base salary during the term of this Contract of ONE HUNDRED AND EIGHTY NINE THOUSAND AND NO/100

(\$189,000.00) dollars. The BOARD will pay SUPERINTENDENT the base salary in bi-weekly equal installments in accordance with BOARD policy. Beginning on July 1, 2024, and each July 1, thereafter during the term of this contract, subject to satisfactory performance by the SUPERINTENDENT as determined by the BOARD, the BOARD will increase the annual base salary of the SUPERINTENDENT by the same proportional amount for cost of living as such increase provided to other certified personnel by the school system, including any "bonus" provided by the state, when such increase or bonus becomes effective for other certified personnel. Additionally, beginning on July 1, 2024, and each July 1<sup>st</sup> thereafter during the term of this contract and subject to a satisfactory performance by the SUPERINTENDENT, as determined by the BOARD, the annual base salary of the SUPERINTENDENT will be increased by 2%. In no event will the annual base salary of the SUPERINTENDENT be reduced, except as provided by law.

**SECTION 6. PERFORMANCE PAY INITIATIVE.** Beginning with the 2024-2025 school year, and each school year thereafter during the term of this contract the BOARD will pay, in addition to the BASE salary, performance pay which shall be derived by converting the composite average of the system's six *District Performance Indicator Scores* into a percentage point. (By way of example a composite score average of 2 would equate to a 2% performance payment bonus.) Any performance payment accrued pursuant hereto shall be payable in a single bonus payment within 90 days following release of the *District Performance Indicator Scores*.

**SECTION 7. AUTOMOBILE ALLOWANCE.** The BOARD will provide for SUPERINTENDENT's transportation that is required in the performance of official duties by paying him SIX HUNDRED AND THIRTY and NO/100 (\$630.00) dollars in bi-weekly equal installments in accordance with BOARD policy for transportation expenses. Effective July 1<sup>st</sup>, 2024 and each July 1<sup>st</sup> during the term of this contract and subject to a satisfactory performance of the SUPERINTENDENT, as determined by the BOARD, the automobile allowance will be increased by the same proportional amount for cost of living as such increase provided to other certified personnel by the school system. If an adjustment in the automobile allowance is made during the term of this contract, all the other provisions of this contract, including its termination date, will remain as stated herein. The automobile allowance will be in lieu of any payment to the SUPERINTENDENT for the use of his vehicle(s) whether related to work or otherwise.

**SECTION 8. HOME OFFICE ALLOWANCE.** The BOARD will pay to SUPERINTENDENT the sum of TWO HUNDRED AND EIGHTY-EIGHT and 75/100 (\$288.75) dollars in bi-weekly equal installments to be used by SUPERINTENDENT as he sees fit to maintain a home office including equipment and supplies for business and personal use. Effective July 1<sup>st</sup>, 2024, and each July 1<sup>st</sup> thereafter, during the term of this contract and subject to a satisfactory performance as determined by the BOARD, the home office allowance will be increased by the same proportional amount for cost of living as such increase provided to other certified personnel by the school system. If an adjustment in the automobile allowance is made during the term of this contract, all the other provisions of this contract, including its termination date, will remain as stated herein.

**SECTION 9. DEFERRED COMPENSATION PLAN CONTRIBUTION.** As permitted by the Tennessee Consolidated Retirement System and/or Internal Revenue Code, the BOARD will contribute three percent (3%) of the SUPERINTENDENT's annual base salary, automobile allowance, and home office allowance into an eligible deferred compensation plan. Any and all

liability for taxes and or penalties which may be assessed against funds paid will be and will remain the SUPERINTENDENT's responsibility.

**SECTION 10. FRINGE BENEFITS.** SUPERINTENDENT will be eligible to participate in all health insurance, retirement, and other benefits on the same terms and conditions as all other regular, full time certified employees.

**SECTION 11. MEMBERSHIP DUES.** The BOARD will pay the dues in any professional societies or associations of which SUPERINTENDENT is a member, including but not necessarily limited to the American Association of School Administrators (AASA), the Tennessee Organization of School Superintendents (TOSS), the Association for Curriculum and Development (ASCD), and the National Staff Development Council. Provided however, the BOARD must first approve membership, except for those organizations listed by name in this section. The BOARD will, subject to limitations set out in section 15 herein, reimburse SUPERINTENDENT for expenses incurred in attending related functions.

**SECTION 12. PROFESSIONAL LIABILITY.** The BOARD will, pursuant to Subpart B, Article I of the Charter of the City of Kingsport, cover the wrongful acts and omissions of the BOARD and of SUPERINTENDENT in the scope of his employment with the BOARD. The BOARD will, to the extent permitted by law, defend SUPERINTENDENT, bear defense costs, and indemnify and hold SUPERINTENDENT harmless on demands, claims, suits, and legal proceedings brought by third parties against SUPERINTENDENT in his official capacity as agent and employee of the BOARD, except that this obligation of the BOARD will not exist with respect to violations of criminal law, improper personal gain, willful misconduct, or punitive damages, and in no event will individual BOARD members be considered liable for indemnifying SUPERINTENDENT against such demands, claims, suits, and legal proceedings.

**SECTION 13. PROFESSIONAL GROWTH.** SUPERINTENDENT may attend professional meetings and the actual and necessary expenses of said attendance will be paid subject to the requirement set out in section 15 herein. The BOARD encourages the continuing professional growth of SUPERINTENDENT through his participation, as he deems appropriate in light of his responsibilities as SUPERINTENDENT, in:

- A.** The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B.** Seminars and courses offered by public and private educational institutions;
- C.** Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for the BOARD.

**SECTION 14. WORK YEAR.** The work year of the SUPERINTENDENT will consist of a twelve month administrative schedule. SUPERINTENDENT shall be eligible to accrue and make use of vacation days, sick leave, personal leave, and paid holidays as provided for twelve month administrative employees pursuant to Kingsport City School policy. SUPERINTENDENT may retain or "carry over" from one twelve-month administrative year to the next up to a maximum of twenty-five (25) administrative days. In no event will the SUPERINTENDENT be permitted to carry over more than the total number of administrative leave days granted in the prior administrative year.

**SECTION 15. EXPENSES.** To the extent provided in the annual budget and subject to such limitations as provided by law and by BOARD policy, the BOARD will reimburse SUPERINTENDENT for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this contract. All travel for which reimbursement expenses will be requested, except in an emergency, must be preapproved by the President or if absence or unavailable, the Vice President of the BOARD. SUPERINTENDENT is responsible to make certain that his travel expenses do not exceed the amount budgeted for such in the annual budget. Notwithstanding anything contained herein travel expense reimbursement is subject to the ordinance of the City of Kingsport governing reimbursement for travel, as applicable.

**SECTION 16. GOALS AND OBJECTIVES.** The BOARD and SUPERINTENDENT will establish a system of goals and objectives for the ensuing school year. The goals, objectives, and priorities will be established and/or reviewed at least annually prior to the beginning of the fiscal year. Long range plans will be established and revised in a similar manner. The goals and objectives may be part of the criteria used in the evaluation of the SUPERINTENDENT.

**SECTION 17. PERFORMANCE EVALUATION.** During the term of this contract at such intervals as determined by the BOARD the BOARD will evaluate the performance of the SUPERINTENDENT; the progress by the SUPERINTENDENT toward goals established by the BOARD and the SUPERINTENDENT; the working relationships of the SUPERINTENDENT with the BOARD, the staff, the students and the community at large; and any other matters relative to the employment of SUPERINTENDENT and will review the same with him in writing. Additional evaluations may be provided as determined by the BOARD. The failure of the BOARD to conduct an evaluation will not be deemed a breach of this contract.

**SECTION 18. REFERRALS TO SUPERINTENDENT.** The BOARD, or its individual members, will promptly refer to SUPERINTENDENT all criticisms, complaints and suggestions called to their attention and which they reasonably believe is significantly relative to SUPERINTENDENT or the school system for study and recommendation by SUPERINTENDENT.

**SECTION 19. LOYALTY.** SUPERINTENDENT will devote full time attention, knowledge, and skills solely and exclusively to the business and interests of the BOARD and Kingsport City Schools. SUPERINTENDENT may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities, which do not interfere with the discharge of SUPERINTENDENT'S duties and responsibilities hereunder. The determination of the BOARD as to whether such other work interferes with the discharge of the duties and responsibilities of SUPERINTENDENT hereunder will be conclusive.

**SECTION 20. FORFEITURE OF TENURE RIGHTS.** The SUPERINTENDENT hereby forfeits any rights to tenure in the Kingsport School System and agrees that upon the termination of his duties as SUPERINTENDENT, his employment in the school system will terminate.

**SECTION 21. ANY OTHER CONTRACT SUPERSEDED.** This contract sets forth the terms of employment of the SUPERINTENDENT by the BOARD during the term of this contract and supersedes any other contract between the BOARD and the SUPERINTENDENT.

**SECTION 22. CONTRACT TERMINATION.** This employment contract may be terminated for the following reasons:

**A. Mutual Agreement.** This contract may be terminated by mutual agreement of the parties.

**B. Retirement or Disability.** This contract is terminated by the retirement, disability, or death of SUPERINTENDENT. In the event SUPERINTENDENT will be unable to perform the obligations herein for ninety (90) days or longer due to mental or physical illness or incapacity, the BOARD, at its sole option, may terminate this contract and thereby remove SUPERINTENDENT from office but not necessarily from employment with Kingsport City Schools. Upon disability due to mental or physical illness SUPERINTENDENT's continued employment will be addressed in the same manner as certified employees. If the BOARD chooses not to terminate this contract and SUPERINTENDENT subsequently returns to work, compensation will be restored once SUPERINTENDENT has undertaken the full discharge of duties. If SUPERINTENDENT is permanently disabled, the BOARD will have the option to terminate the contract and declare the office of SUPERINTENDENT vacant, with compensation to be continued for the duration of any accrued sick leave, administrative leave, or holiday leave. If a question exists concerning the capacity of SUPERINTENDENT to return to duty after a period of disability, or for pertinent insurance purposes, the BOARD may require SUPERINTENDENT to have a medical examination to be performed by a doctor licensed to practice medicine. The BOARD and SUPERINTENDENT will mutually agree upon the physician to conduct the examination. The examination will be at the expense of the BOARD. Nothing herein will be construed to conflict with federal or state law.

**C. For Cause.** The BOARD may terminate this contract for cause upon sufficient proof satisfactory to the BOARD of incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination, which insubordination includes the failure to follow board policies and directives, as those terms are defined in T.C.A. sections 49-5-501 et seq., as hereafter amended, or for any other ground listed in the Tennessee Code Annotated. If the BOARD terminates this contract for cause, SUPERINTENDENT is entitled to no further compensation or benefits.

**D. Unilateral Termination by BOARD.** The BOARD may at its option, without cause and for its convenience, terminate this contract at any time, provided the BOARD provides SUPERINTENDENT written notice of such termination. In the event the BOARD elects to terminate this contract without cause, the BOARD will pay SUPERINTENDENT, as severance pay, only the compensation due under section 5 herein to SUPERINTENDENT from the date of termination established by the BOARD through the remainder of the then fiscal year plus the following fiscal year however, in no event shall said severance pay be for a period of more than eighteen (18) months. SUPERINTENDENT will not be entitled to any other payments or benefits, including but not limited to, health insurance, life insurance, disability insurance coverage, vacation accrual, sick leave accrual or contribution to retirement, except as required by federal or state law, such as the requirements pursuant to COBRA. The payment provided for herein will, at the option of the BOARD, be made in either monthly installments or in a lump sum payment. Upon payment as provided for herein, the BOARD will have no further liability to SUPERINTENDENT for any payments whatsoever.

**E. Removal from Office.** This contract will be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter I of Tennessee Code Annotated as

enacted or hereafter amended, orders the removal of SUPERINTENDENT. If such removal is ordered, SUPERINTENDENT will be entitled to no further benefits or compensation under the terms of the contract, including severance pay.

**F. Unilateral Termination by SUPERINTENDENT.** SUPERINTENDENT may terminate this contract at any time, at his sole discretion, by giving the BOARD sixty (60) days written notice of his resignation. In the event of such termination SUPERINTENDENT will have no right or entitlement to any severance pay and will be entitled only to the salary and benefits unpaid through the effective date of resignation or retirement, subject to any rights SUPERINTENDENT may have under COBRA.

**G. Change in Status of Kingsport City Schools.** This contract will be terminated if Kingsport City Schools ceases to exist as an educational entity because of (a) action by any State legislative or regulatory agency; and/or (b) action by local governing bodies; or (c) by local referendum. In such an event the BOARD will pay SUPERINTENDENT, as severance pay, the compensation due under section 5 herein and health insurance benefits allowed by federal or state law, from the date of termination of duties for a period of six (6) months or the end of the term of the contract, whichever is shorter in duration. In the event SUPERINTENDENT begins employment in another educational agency, the severance pay will be limited to the difference in the amount (if any) that the compensation at the other educational agency is lower than the compensation due under section 5. In the event such employment makes health insurance available, the health insurance benefits hereunder will cease, subject to any rights SUPERINTENDENT may have under COBRA.

**SECTION 23. AMENDMENTS.** Any amendment to this contract, except a change in the job description or the assigning of additional duties provided for in section 3 will be made by mutual agreement of both parties and only in writing, and such agreement by the BOARD will be by approved official action of the BOARD. Except as set out in this section neither party will be bound by any oral representation concerning modification of this contract. Any written amendment must be executed by the President of the Board after approval by the BOARD, or upon his or her absence, incapacity, or refusal to act, the Vice President.

**SECTION 24. GOVERNING LAW, VENUE AND WAIVE OF RIGHT TO JURY TRIAL.** This contract is governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. If a dispute arises between the parties concerning any aspect of this contract and it cannot be resolved by mutual agreement any party may resort to resolution of the dispute by litigation in the state courts for Kingsport, Sullivan County, Tennessee, it being the intent of the parties that mandatory and exclusive venue and jurisdiction for any disputes is in the state courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial.

**SECTION 25. ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties and the parties hereto acknowledge that neither has relied upon any oral representation or any agreements by the other and that no such oral representations or agreements will in any way affect the terms of this contract.

Made and executed by the parties this day and date first above written.

**BOARD OF EDUCATION CITY OF  
KINGSPORT**

\_\_\_\_\_  
Christopher M. Hampton

\_\_\_\_\_  
Melissa Woods  
President, Board of Education

\_\_\_\_\_  
Brandon Fletcher  
Vice President, Board of Education

\_\_\_\_\_  
Julie Byers  
School Board Member

\_\_\_\_\_  
Timothy Dean  
School Board Member

\_\_\_\_\_  
Todd Golden  
School Board Member

Approved as to form:

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney

Attest:

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder



TO: Board of Education  
Dr. Chris Hampton, Superintendent

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

DATE: April 9, 2024

SUBJECT: RFP for Customized Benchmark Assessment Program

The City of Kingsport for its Kingsport City Schools issued a request for proposals for a Customized Benchmark Assessment Program for Kingsport City Schools on February 24, 2024.

On March 20, 2024, the Procurement Manager accepted three proposals submitted by Ed Tech Soft, Inc., Instructure, Inc., and NCS Pearson, Inc., for consideration. A formal evaluation was performed on the proposals based on the criteria included in the RFP Specifications. Based on the evaluation results, the vendor that best meets the needs of the school system as specified is Instructure, Inc.

It is recommended that the Board of Education approve the award of the contract for a Customized Benchmark Assessment program for Kingsport City Schools to Instructure, Inc., for the not to exceed contract amount of \$94,971.00.

Funding is budgeted in FY25 School Performance Excellence, Assessment, General Purpose Funds.

**CITY OF KINGSPORT  
BID OPENING MINUTES**  
March 20, 2024 4:00 PM

415 Broad Street  
Conf. Rm. 436  
Kingsport, TN 37660

ATTENDING: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager, Schools; Andy True, Assistant Superintendent, Schools

The Procurement Manager opened with the following proposals:

<b>RFP - Customized Benchmark Assessment Program (Kingsport City Schools)</b>
Instructure, Inc.
Ed Tech Soft, Inc.
NCS Pearson, Inc.

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



## RFP School System Customized Benchmark Assessment Program *Proposal Form*

TO: City of Kingsport –  
Procurement Manager  
415 Broad Street  
Kingsport, TN 37660

### I. Bid Pricing for RFP School System Customized Benchmark Assessment Program with Item Banks

Having examined the Scope of Work and all information included in this Request for Proposal, the undersigned proposes to furnish all labor, material, equipment, supervision, and services necessary in accordance with the bid documents for the sum of:

	Qty	Year 1	Total Price
Elementary School Assessments – Grade 2 (3 per yr) ELA & Math (paper-based)	540	\$4,449.60	\$4,449.60
Elementary School Assessments - Grades 3-5 (3 per yr) ELA ,Math & Science;	5,135	\$42,312.40	\$42,312.40
Middle School Assessments - Grades 6-8 (3 per year) ELA, Math, Science & Social Studies (including Algebra I and Geometry at the middle school level);			
High School Assessments - Grades 9-11 (3 per year-Traditional) (3 per semester– Block) ELA ,Math & Science			
Yearly Fees or Other(specify in proposal)			
Mastery Connect AMS	5,135	\$29,115.45	\$29,115.45
Item Banks	5,135	\$18,537.35	\$18,537.35
Paper-Pencil Benchmarks	540	\$556.20	\$556.20
Individual Student Reports	5,675	\$0	\$0
<b>TOTAL COSTS</b>		\$94,971.00	\$94,971.00

II. Addenda

The following addenda have been received and are hereby acknowledged:

Addendum # 1 Dated Mar 4.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

III. Acceptance

This offer shall be open for acceptance and is irrevocable for (120) one hundred twenty days from the bid closing date.

IV. Bid Form Signatures

Note: Bid must be signed by person authorized by the Corporation By-Laws to bind it into contract.

Name of Firm: Instructure, Inc.

Signed: *Tiffany Ebert* Date: 3.18.2024

Printed Name: TIFFANY EBERT

Title: DIRECTOR, DEAL DESK & POLICY

Address: 6330 S 3000 E STE 700  
SLC, UT 84121

Phone: (800) 203-6755

Fax: N/A

Email: info@instructure.com



TO: Board of Education  
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: April 9, 2024

SUBJECT: Purchase of Dissection Table for CTE

The administration recommends utilizing the TIPS-USA Contract 230105 to purchase an Anatomage interactive 3D anatomy and physiology learning virtual dissection table for CTE in the amount of \$83,550.00.

Kingsport City Schools benefit 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 Carl Perkins Grant (CPG024 142-7100-731.07-30).



Dobyns-Bennett High School  
Career and Technical Education  
1801 East Center Street  
Kingport, TN 37664  
(423) 378-8441

*Dr. Bo. Shadden, Director of CTE & Postsecondary Opportunities*

March 22, 2024

To Whom it May Concern,

I would like to request the purchase of The Anatomage Table Convertible for the following reasons:

The Anatomage is the only product with as much content, accuracy, and as many real cadavers, especially for the price.

Regarding Toltech specifically, they only have one male cadaver (one of the same one's Anatomage has, but it is less segmented), and one partial female cadaver. They only offer a smaller model of their Table, and the unit must always be connected to WiFi to access content. The Anatomage has 3 male and 2 female life size cadavers, all in an ultra high resolution down to 0.2mm. The Anatomage can be used with or without WiFi. The Toltech case library is only a very small portion compared to the Anatomage, and their physiology module is less comprehensive as well.

The Anatomage Table has simulations of childbirth, ultrasound viewer, blood flow, vascular grow, ECG, heart motion (including A-Fib, V-Fib, heart blocks), catheterization, arthroscopy, and endoscopic views.

The Anatomage Table also has more than 1300 real patient CT/MRI scans featuring normal and abnormal anatomy.

The Anatomage Table has 1,031 case specific presets of anatomical structures available and 1,189 histology slides featuring tissue throughout the human body.

The following districts in the First Core TN Region have selected the Anatomage table over any others: Unicoi County, Washington County, Hamblen County, Walters State Community College at Greeneville Campus,

Health Science teachers in our area are pleased with their Anatomage Table Convertible. Below are quotes from Health Science teachers in local districts that currently using the Anatomage table:



Dobyns-Bennett High School  
Career and Technical Education  
1801 East Center Street  
Kingsport, TN 37664  
(423) 378-8441

*Dr. Bo Shadden, Director of CTE & Postsecondary Opportunities*

"I absolutely love mine! After completing the training, there isn't much upkeep on materials unless there is an update. Guest Services is great to work with. I had a loading error that our technology team couldn't figure out and with a simple FaceTime it was fixed. I use mine daily in health science, medical therapeutics, and EMS. I use the table to create a virtual lab for each class. All the work is done for you. So, teachers do not have to go and get materials they are all provided. In health science I use it as an introductory source, medical therapeutics and EMS. I use the case studies to show pathology."

"My students love it, my seniors will be able to have a better understanding when we do our college tour with Quillen Medical School, when they get to see a cadaver in person with touch, feel, and actual color of structures."

"My students and I really enjoy the Anatomage Table. They particularly enjoy being interactive with it. For a small class we can interact together. In a large class, I will bring them up in groups to interact. You can label, color, explore all the body systems. The kids enjoy "organ hunting." I have them search for a list of organs. Then they get to choose and color, and we have a colored diagram at the end. We have the convertible table which is able to transition to a vertical position. I especially love this. I use it standing up next to my smartTV while I lecture. I will have my powerpoints on the TV while I have the body standing upright pointing out structures as I go. They have injuries and diseases as well. I can show abnormalities such as MRI scans of fractures. The training the Anatomy Table staff gave was extremely helpful. It was overwhelming at first. After exploring it a lot, it is much easier. I don't use mine everyday for every class depending on what I am teaching, but I use it a lot. It gets used most in my Anatomy and Physiology class."

Thank you for your consideration of this purchase.

Bo Shadden, Ed.D.  
Director of Career & Technical Education and Postsecondary Opportunities  
Dobyns-Bennett High School  
1801 E. Center Street  
Kingsport, TN 37664  
(423) 378-8400



Anatomage Inc.  
 3350 Thomas Rd, Ste 150  
 Santa Clara, CA 95054  
[www.anatomage.com](http://www.anatomage.com)  
 info@anatomage.com  
 (408) 885-1474 Phone

# Anatomage

## Price Quotation

Prepared By Megan Loyd  
 Email megan.loyd@anatomage.com

Created Date 4/1/2024  
 Expiration Date 4/29/2024  
 Quote Number 2024-14718

Contact Name Bo Shadden  
 Phone 423-378-8400  
 Email bshadden@k12k.com

Anatomage TIPS Contract Number: 230105  
 Please email POs to TIPSP0@TIPS-USA.COM

Bill To Name Dobyms-Bennett High School  
 Bill To 1801 East Center Street  
 Kingsport, Tennessee 37664  
 United States

Ship To Name Dobyms-Bennett High School  
 Ship To 1801 East Center Street  
 Kingsport, Tennessee 37664  
 United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Convertible	Anatomage Table with both horizontal and vertical orientations	USD 79,500.00	1.00	USD 79,500.00
1st Year Warranty, Software Upgrade, Tech Support	1st year warranty Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Anatomage Table Convertible Hardcover	Protects Table Screen	USD 275.00	1.00	USD 275.00
Crate - Convertible	Shipping crate for the Table Convertible/Table Science	USD 875.00	1.00	USD 875.00
Online Training	Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Table On Cloud (Warranty)	Table on Cloud that is included, free of charge, for all Tables under warranty. Will be valid for as long as the Table is under warranty.	USD 0.00	1.00	USD 0.00

Total Price USD 80,650.00  
 Shipping and Handling USD 2,900.00

Country of Origin: United States  
 Place of Manufacture: San Jose, CA  
 For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee  
 Quote is only valid in USD

**Acceptance**

Signature \_\_\_\_\_ Date \_\_\_\_\_



Anatomage Inc.  
3350 Thomas Rd, Ste 150  
Santa Clara, CA 95054  
[www.anatomage.com](http://www.anatomage.com)  
[info@anatomage.com](mailto:info@anatomage.com)  
(408) 885-1474 Phone

# Anatomage

## Price Quotation

Grand Total      USD 83,550.00

Country of Origin: United States

Place of Manufacture: San Jose, CA

For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by

Consignee

Quote is only valid in USD

### Acceptance

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Anatomage<sup>®</sup>

# TABLE

## CONVERTIBLE

The Anatomage Table Convertible is the most technologically advanced 3D anatomy visualization and virtual dissection platform for medical education, clinical training, diagnostics, and patient care.



### Content

Anatomage Bodies	3 male and 2 female life-size cadavers, all in an ultra-high resolution down to 0.2 mm
Regional Anatomy	40 regional scans up to 0.05 mm high resolution
Segmentation	Highly detailed segmentation of 2,950+ structures in male and female cadavers
Functional Anatomy	Pregnancy, Neural Pathways, Kinesiology, Ocular Application, Cardiology, Dental
Simulations	Childbirth, Ultrasound Viewer, Blood Flow, Vascular Grow, ECG, Heart Motion (including A-Fib, V-Fib, heart blocks), Catheterization, Arthroscopy, Endoscopic views
Histology	1,189 histology slides featuring tissue throughout the human body
Prosection	77 unique 3D scans from real human cadaver prosections
Case Library	1,611 case studies of normal anatomy, pathology, animals, plants and beyond
Real-Patient Scans	1,300+ real-patient CT/MRI scans featuring normal and abnormal anatomy
Animal Anatomy	Dog, Cat, Frog, and Mouse cadavers. 309 Animal CT/MRI scans including sea animals.
Botany	Plant examples include fern, cactus
Curriculum	1,031 easy-to-access, case-specific presets of anatomical structures available for supplementing curriculum

### Clinical Applications

Diagnostic Tool	FDA 510(k) cleared medical device designed for 3D visualization of CT and MRI data (DICOM)
3D Volume Rendering	Render CT/MRI scans in 3D and visualize scans with Ultra High Quality volume rendering tools
Virtual Dissection	Virtual scalpel, Craniotomy, Measurement, Screenshot, and Pin Drop Tool
Radiology Workstation	Reference 2D slice data from CT/MRI and compare it to 3D rendering side-by-side. Capable of connecting to PACS to retrieve data.

## Tools & Features

### Dissection

3D cutting and surgical simulations. Meticulous dissection includes layer-by-layer exploration and point-to-point approach. Individual structures can be cut, removed, interacted with, and isolated.

### Learning Tools

Visibility, Flat color, 3D color, 3D-2D slice color, 2D-slice color, Screenshot, Annotation, Exploration, Pin Drop, and Pen Tool

### Lecture Supplement

Lecture tools available for recording Anatomage Table's activities for students to review after class

### Learning Assistant

Instantly look up any anatomy structure's associated system, category, origin, insertion, blood supply, nerve innervation, actions, and functions

### Assessments

Create anatomy quizzes through traditional lab practicals, group assessments or self study through flashcards, multiple choice tests, and anatomy structure tests

### User Modes

Save and switch various table configurations for exams, open houses, activities, presentations, custom layouts, and more

### Personalized Navigation

Arrange and customize the preferred settings and case studies

### Resource Sharing

Upload or download lesson plans, quizzes, learning materials, vpf files or quizzes from your Anatomage Share account

## Hardware

### Table Size

84" life-sized screen

### Display

High-definition monitors with intuitive multi-touch screen interface and tempered glass overlay

### Integration

WiFi, Bluetooth, HDMI, USB, Ethernet ports. Connect to the internet, projectors, and external monitors.

### Dimensions/Weight

Horizontal form: 84.8" x 35.6" x 33.5" (LxHxW) / Weight: 400lbs  
Vertical form: 54.7" x 84.8" x 33.5" (LxHxW) / Weight: 400lbs

### Manufacturing

Patented hardware designed & made in the United States



### Adjustable

Table Convertible can be tilted into a vertical position and is ideal for classroom demonstrations.

### Contact us:

To schedule a demo, visit [anatomage.com](http://anatomage.com)



Kingsport  
City Schools™

# KCS Tuition

**BOE Meeting**  
**April 9, 2024**

# KCS Tuition

- Currently there are 312 tuition students in KCS out of 7,337 enrolled in KCS (approximately four percent)
- Current tuition fees:
  - Sullivan County: \$1,400 per year
  - Hawkins County: \$2,400 per year
  - All other TN Counties: \$3,400 per year
- KCS and City of Kingsport employees do receive a discount
  - Sullivan County residents: \$700 per year
  - All other TN Counties: \$1,400 per year
- Per BOE Policy 6.204, rates are to be determined by the Board
- Last tuition rate change made by Board was in 2018 (\$1,200 to \$1,400)

# NE TN Tuition Comparisons

(\*information from district webpages)

KCS		Bristol		Johnson City (Middle & High only)		Elizabethton City			Greenville City	
Sullivan	\$1,400	Sullivan	\$700	Washington, Sullivan, or Carter	\$1,200	K-5	Carter	\$800	Greene County	\$1,225
Hawkins	\$2,400	Other TN Counties	\$900	All other Counties	\$1,700		Other TN Counties	\$1,600	Other counties	\$1,800
Other TN Counties	\$3,400	*Tuition free at Fairmont				6-8	Carter	\$400		
							Other TN Counties	\$1,600		
						9-12	Carter	\$300		
							Other TN Counties	\$1,600		
							***Family Cap of \$2200			

# KCS Tuition

Requesting the BOE approve a rate of \$1,000 per student with KCS and City of Kingsport employees being charged \$500 per student

- Tuition approvals occur following zoning changes once the Open Enrollment Period is complete
- Tuition is approved only where room is available by school and grade level
- Rates would decrease by \$50 per year for each additional child in a family (\$25 for KCS and City of Kingsport Employees)
- Out of state tuition would remain unchanged at \$9,700 per year