



Tuesday, August 13, 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 (Carter Slaughter)
 - 1.2. Additions to and/or Acceptance of the Agenda (Mrs. Melissa Woods)
2. **RECOGNITIONS**
 - 2.1. D-B EXCEL Received Tennessee STEM School Designation for 2024 (Mrs. Julie Byers)
3. **PUBLIC COMMENT ON AGENDA ITEMS** (Mrs. Melissa Woods)
4. **CONSENT AGENDA**
 - 4.1. Personnel Considerations (Mrs. Jennifer Guthrie)
 - 4.2. Approval of Minutes - July 9, 2024 BOE Regular Monthly Meeting (Mrs. Melissa Woods)
 - 4.3. Approval to Renew Interdepartmental Agreement with Kingsport Police Department for School Resource Officers for 2024-2025 School Year (Mr. Jim Nash)
5. **BUSINESS ITEMS**
 - 5.1. Approval of Teacher Laptop Purchase (Mr. David Frye)
 - 5.2. Approval of Policies on First Reading (Dr. Andy True)
 - 5.3. Approval of Kingsport City Schools Visitor Code of Conduct (Dr. Andy True)
 - 5.4. Organization of the Board of Education for FY 2024-2025 (Mrs. Melissa Woods)
6. **TIME AND DATES OF MEETINGS**
 - 6.1. August 27, 2024 - BOE Work Session (6:00 p.m.)
 - 6.2. September 10, 2024 - BOE Regular Monthly Meeting (6:00 p.m.)
 - 6.3. September 23, 2024 - TSBA Northeast Fall District Meeting (4:30 p.m. at Chuckey-Doak High School/Greene Co.)
 - 6.4. September 24, 2024 - BOE Work Session (6:00 p.m.)
7. **ADJOURNMENT**

Kingsport City Schools Board of Education Regular Meeting Minutes July 9, 2024

The Kingsport City Schools Board of Education Regular Meeting was held on July 9, 2024, in the Administrative Support Center, Tennessee Room (3rd Floor) at 6:00 p.m. The following Board of Education members were in attendance.

Julie Byers:	Present
Tim Dean:	Present
Dr. Brandon Fletcher:	Present
Todd Golden:	Absent
Melissa Woods:	Present

1. CALL TO ORDER

Mrs. Melissa Woods, Board President, called the meeting to order at 6:03 p.m.

1.1. Pledge of Allegiance: Pierce and Elaina Nakhla

Jefferson Elementary School students Pierce and Elaina Nakhla led the Board of Education and audience in the Pledge of Allegiance.

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

A motion was made by Mrs. Julie Byers and seconded by Mr. Tim Dean to approve the agenda as presented. The motion carried by a vote of Yea: 4, Nay: 0.

2. RECOGNITIONS

2.1. Dobyms-Bennett High School Girls Softball Team 2024 TSSAA Class 4A State Champions (Mrs. Melissa Woods)

2.2. Dobyms-Bennett High School 2024 TSSAA Class 3A Track State Champions (Mr. Tim Dean)

3. PUBLIC COMMENT ON AGENDA ITEMS (Mrs. Melissa Woods)

None.

4. CONSENT AGENDA

4.1. Personnel Considerations (Mrs. Jennifer Guthrie)

4.2. Approval of Minutes - June 11, 2024 BOE Regular Monthly Meeting (Mrs. Melissa Woods)

4.3. Approval of Projected Annual School Board Agenda for 2024-2025 (Mrs. Melissa Woods)

4.4. Approval of Student Disciplinary Hearing Authority for 2024-2025 (Mr. Jim Nash)

4.5. Approval of School Fees for 2024-2025 School Year (Dr. Andy True)

- 4.6. Approval of Renewal Agreement with Frontier Health/Holston Children and Youth Services (Mr. David Frye)
- 4.7. Approval of Renewal Memorandum of Understanding with Camelot Care Centers, Inc. (Mr. David Frye)
- 4.8. Approval of Addendum to the Agreement with ESS South Central, LLC for Substitute Staffing Services for SY 2024-2025 (Mr. David Frye)

5. **BUSINESS ITEMS**

- 5.1. Student Disciplinary Hearing Authority Placement Decision Appeal (Mr. Jim Nash)

Mr. Jim Nash, Chief Student Services Officer, presented information to the Board regarding a recent Student Disciplinary Hearing Authority (SDHA) placement decision. He noted the SDHA committee upheld the recommended action. Following the hearing and in alignment with KCS Policy 6.317 - Student Disciplinary Hearing Authority, a parent request was made to the Board appealing the SDHA decision. Mr. Nash stated the parents had reviewed the report, were provided a copy of the statute, and given information regarding why the decision was made. He noted the parents were informed that this item would be on the Board agenda for this meeting. Mr. Nash indicated he could not discuss anything with the Board that was directly related to the student.

Mrs. Woods commented that each member of the Board received information regarding the disciplinary action taken, but no details could be discussed during the open meeting. Mr. Bart Rowlett, City Attorney, reported that the Board could grant an appeals hearing, but would not be able to say anything that would identify the student. Per policy 6.317, the Board had the option to review the record and either affirm the decision of the hearing authority; modify the decision to a lesser penalty; or grant a hearing before the Board.

A motion was made by Mrs. Melissa Woods and seconded by Mr. Tim Dean to affirm the decision of the Student Disciplinary Hearing Authority. The motion carried by a vote of Yea: 3, Nay: 1 Julie Byers.

- 5.2. Budget Amendment #1 (Mr. David Frye)

Mr. David Frye, Chief Finance Officer, presented Budget Amendment #1 for FY 2024-2025 for Board consideration. The amendment would revise the previously approved FY 2024-2025 Budget to provide an additional four percent cost of living increase for all employees to the previously approved one percent increase. This would make the total cost of living increase five percent for FY 2024-2025. The cost of the proposed salary increase totaled \$2,519,600, with funding to be appropriated from the Unreserved Fund Balance. The district ended the year with some budget savings, which allowed for a modest amount remaining in the fund balance this year. In addition, Kingsport City Schools traditionally ends the year with savings from

salaries due to unfilled positions and staff turnover during the school year. The raise would reduce the Unreserved Fund Balance to \$10,000,000.

In order to fund this increase next year, Mr. Frye expects savings to continue to occur in the current year budget and projects increased revenue resulting from increased Tennessee Investment in Student Achievement (TISA) funds. Although the cost of living increase may present some challenges for the FY 2025-2026 Budget, he was confident the district could sustain the increase moving forward.

Mr. Frye recommended the Board approve an additional four percent cost of living increase for all employees for FY 2024-2025. Dr. Hampton stated much thought went into the recommended cost of living increase over the last several months. He had discussed the recommended increase with Kingsport City leadership, and they were in support of the pay raise.

A motion was made by Mr. Tim Dean and seconded by Dr. Brandon Fletcher to approve Budget Amendment #1. The motion carried by a vote of Yea: 4, Nay: 0.

6. TIME AND DATES OF MEETINGS

Mrs. Woods reported Board member committee assignments/responsibilities would be provided at the September meeting. Board members received a handout of meeting dates for FY 2024-2025.

- 6.1. July 19-20, 2024 - TSBA Summer Law Institute (Gatlinburg)
- 6.2. July 23, 2024 - BOE Work Session (6:00 p.m.)
- 6.3. August 13, 2024 - BOE Regular Monthly Meeting (6:00 p.m.)
- 6.4. August 27, 2024 - BOE Work Session (6:00 p.m.)
- 6.5. September 10, 2024 - BOE Regular Monthly Meeting (6:00 p.m.)

7. ADJOURNMENT

Mrs. Woods adjourned the meeting at 6:53 p.m.

Mrs. Melissa Woods, Board President

Vivian L. Altizer, Board Secretary

MEMORANDUM OF UNDERSTANDING
BETWEEN
City of Kingsport
AND
Kingsport Police Department
AND
Kingsport City Schools

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the above-named parties. Each individually as "Party" or collectively as "Parties".

WHEREAS, well developed School Resource Officer ("SRO") programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer ("SRO") has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). "School resource officer" means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA." The term "law enforcement officer" as defined under § 39-11-106 means an "officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses." An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency ("LEA") has the same meaning as in Tennessee Code Annotated § 49-1-103(2). "Local education agency (LEA)", "school system", "public school system", "local school system", "school district", or "local school district" means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly."

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers ("SROs") in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term "Sheriff" shall include the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the

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SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.

- II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 418 of the 113th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

III. GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL.

- A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
- i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
 - ii. A landline telephone to be located in the office;
 - iii. Access to a computer work station; and
 - iv. Secretarial assistance when needed by the SRO.
- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.
- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. GENERAL RESPONSIBILITIES OF SHERIFF'S OFFICE or POLICE DEPARTMENT. The Sheriff or Chief of Police, on behalf of the County or City, shall have the following responsibilities:

- A. The Sheriff or Chief of Police shall have the sole authority to conduct background checks, hire, select, discharge, discipline, outfit, provide equipment, and determine (within the parameters established by state law) the qualifications of SROs. The Sheriff or Chief of Police may involve school administrators in the selection process at his/her discretion.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.
- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.
- E. To the degree required by applicable law, ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in Tennessee Code Annotated § 49-6-4217. The County or City will remain responsible for the costs associated with the obligations contained in this Section IV.E.

V. QUALIFICATIONS OF AN SRO.

- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.
- B. An SRO is recommended to have at least two (2) years' experience as a police officer or the equivalent in order to be able to draw upon the expertise and experience of traditional police work when performing their duties in a school setting.
- C. An SRO should not only be selected based on specific qualifications, but on a genuine desire to work with youth. Due to the nature of the SRO position, the majority of the time is spent interacting with youth. The ability of an SRO to connect with students and provide positive and enriching relationships is a very important trait that will have a positive effect on the school's overall climate.

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

- A. An SRO should receive forty (40) hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, Tennessee Association of School Resource Officers, Tennessee Law Enforcement Training Academy (TLETA), or other appropriate and recognized entity within one (1) year of being hired or assigned to a school, whichever is earlier. Due to the nature of the role of an SRO, it being significantly different than that of a traditional patrol officer, the SRO position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for an SRO to receive specialized training that will prepare him/her to work in a school setting.
- B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.
- C. Planning and training for emergencies and school safety should be conducted collaboratively by SROs and school personnel. Both should take an active role in training school personnel regarding emergency management issues. The development and implementation of school safety plans should be a collaborative effort, and school personnel should include and engage other first responders in the community.

VII. INFORMATION EXCHANGE. To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

VIII. GENERAL DUTIES OF AN SRO.

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.

- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons, mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.
- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA or Public Charter School policies, and all applicable laws.

- D. The SRO may act as an instructor for the Drug Abuse Resistance Education ("D.A.R.E.") and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Office or Police Department.
- XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2025. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. TERMINATION.
- A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days' written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.

- B. Termination for Lack of Funding. Should any Party fail, after exercising good faith effort, to obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.
- XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA) or the Public Charter School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.
- XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.
- XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA) or Public Charter School for the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.
- XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.
- XVIII. GENERAL TERMS.
- A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA) or Public Charter School is located.
- B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly

given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City: City of Kingsport
415 Broad Street
ATTN: Mayor Pat Shull
Kingsport, Tennessee 37660

Sheriff or Chief of Police: Chief Dale Phipps
200 Shelby Street
Kingsport, Tennessee 37660

LEA or Public Charter School: Kingsport City Schools
400 Clinchfield Street
#200
ATTN: Jim Nash
Kingsport, Tennessee 37660

- C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.
- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not

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knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.

- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.
- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA) or Public Charter School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.

P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

Signature of LEA or Public Charter School



Signature of Sheriff or Chief of Police

DATE: _____

DATE: 8-8-24

Attachment A follows this page

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**ATTACHMENT A
 SCHOOLS COVERED BY THIS MOU**

School Name Thomas Jefferson Elementary School	
Address 2216 Westmoreland Ave	
City Kingsport	TDOE Directory School # 20

School Name Theodore Roosevelt Elementary School	
Address 1051 Lake Street	
City Kingsport	TDOE Directory School # 55

School Name Ross N. Robinson Middle School	
Address 1517 Jesse St.	
City Kingsport	TDOE Directory School # 40

School Name Palmer Early Learning Center	
Address 1609 Ft. Henry Dr.	
City Kingsport	TDOE Directory School # 37

School Name John Server Middle School	
Address 1200 Wateree St.	
City Kingsport	TDOE Directory School # 45

School Name John F. Kennedy Elementary School	
Address 500 Woodland Ave.	
City Kingsport	TDOE Directory School # 28

School Name John Adams Elementary School	
Address 2727 Edinburgh Channel Rd	
City Kingsport	TDOE Directory School # 32

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School Name George Washington Elementary School	
Address 1100 Bellingham Dr	
City Kingsport	TDOE Directory School # 30

School Name Dobyns Bennett High School	
Address 1 Tribe Way	
City Kingsport	TDOE Directory School # 10

School Name Andrew Johnson Elementary School	
Address 1001 Ormand Dr.	
City Kingsport	TDOE Directory School # 15

School Name Andrew Jackson Elementary School	
Address 600 Jackson Street	
City Kingsport	TDOE Directory School # 15

School Name Abraham Lincoln Elementary School	
Address 1000 Summer Street	
City Kingsport	TDOE Directory School # 30

School Name	
Address	
City Kingsport	TDOE Directory School #



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer

DATE: August 13, 2024

SUBJECT: Purchase of Dell Laptops for Teachers

The administration recommends utilizing the Wilson County Schools Cooperative Purchasing Agreement for 170 Teacher Laptops and Pens from Dell Marketing L.P. (Contract C000000381302). The Dell Latitude 5350 laptops are \$1,264.64 each and the Dell Premier Rechargeable Active Pens are \$60.74 each for a total cost of \$225,314.60.

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 School General Purpose Funds and ESSER.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 05, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	5350s with Pens ver 5 ver 4	Sales Rep	Rachel Holmes
Quote No. Total	3000178635955.7	Phone	(800) 456-3355, 80000
Customer #	125498624	Email	R_Holmes@Dell.com
Quoted On	Aug. 06, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 05, 2024		KINGSPORT CITY SCHOOLS
Contract Name	Wilson County Schools - Customer Purchase Agreement for Products and Services		415 BROAD ST
Contract Code	C000000381302		KINGSPORT, TN 37660
Customer Agreement #	Wilson County Schools		
Deal ID	27773400		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Rachel Holmes

Shipping Group

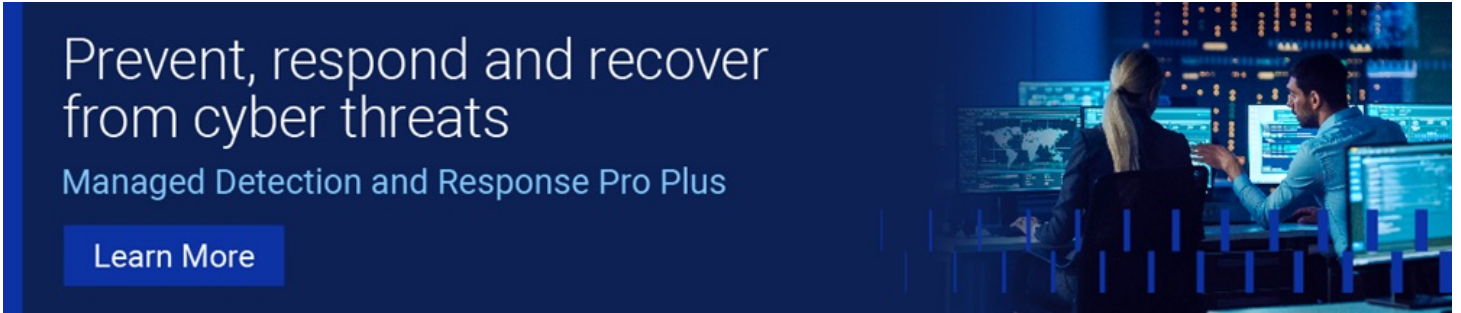
Shipping To	Shipping Method
ANDY ARNOLD KINGSPORT CITY SCHOOLS 1000 POPLAR ST KINGSPORT, TN 37660-4552 (423) 378-2154	VALS Delivery

Product	Unit Price	Quantity	Subtotal
SI# C5T904 Dell Latitude 5350	\$1,264.64	170	\$214,988.80
Dell Premier Rechargeable Active Pen PN7522W	\$60.74	170	\$10,325.80

Subtotal:	\$225,314.60
Shipping:	\$0.00
Non-Taxable Amount:	\$225,314.60
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$225,314.60
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Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Prevent, respond and recover
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Shipping Group Details

Shipping To

ANDY ARNOLD
KINGSPORT CITY SCHOOLS
1000 POPLAR ST
KINGSPORT, TN 37660-4552
(423) 378-2154

Shipping Method

VALS Delivery

	Unit Price	Quantity	Subtotal
SI# C5T904 Dell Latitude 5350	\$1,264.64	170	\$214,988.80

Estimated delivery if purchased today:

Sep. 06, 2024

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5350 XCTO Base	210-BLST	-	170	-
Intel Core Ultra 7 165U vPro (12 MB cache, 12 cores, 14 threads, up to 4.9 GHz Turbo)	379-BFNM	-	170	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	170	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	170	-
16 GB: LPDDR5x, 6400 MT/s (4800 MT/s with 13th Gen Intel Core processors), dual-channel (onboard)	370-BBVG	-	170	-
Integrated Intel graphics for Intel Core Ultra 7 165U vPro processor, 16 GB LPDDR5x memory	338-CNQJ	-	170	-
Intel(R) Rapid Storage Technology Driver	409-BCXW	-	170	-
Intel vPro Enterprise Technology Enabled	631-BBSV	-	170	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	170	-
2-in-1, 13.3", FHD 1920x1080, 60Hz, IPS, Touch, AR+AS, 300 nit, 72% NTSC, GG DXC, Pen Support, FHD+IR Cam, 4G	391-BHYD	-	170	-
English US backlit AI hotkey keyboard, 79-key	583-BLLZ	-	170	-
Intel AX211 WLAN Driver	555-BKQX	-	170	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	170	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	170	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	170	-
No Fingerprint Reader	346-BKNG	-	170	-
E4 Power Cord 1M for US	537-BBDO	-	170	-
Latitude 5350 2-in-1 Quick Start Guide	340-DMQJ	-	170	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	170	-
ENERGY STAR Qualified	387-BBPC	-	170	-
Custom Configuration	817-BBBB	-	170	-
Dell Additional Software	658-BFQB	-	170	-
DAO Mix Model 65W Adpt MTL 2N1 AX211	340-DMXZ	-	170	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	170	-
Windows AutoPilot	634-BRWG	-	170	-

Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	170	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	170	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	170	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	170	-
Dell Limited Hardware Warranty	997-8317	-	170	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	170	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	997-8332	-	170	-
CFI Routing SKU	365-0257	-	170	-
CFI,Specialized Documentation, Shipping Labels, Packing Slips,Factory Install	366-0105	-	170	-
Consigned Asset Tag	366-0141	-	170	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	170	-
CFI,Information,OPTIONS,ONLY,C ustomer Install	377-6463	-	170	-
CFI,Information,LT,2T,L2/L3,Facto ry Install	377-9902	-	170	-
CFI,INFO,PROLOGIC,ROUTIN,Facto ry Install	381-5973	-	170	-

Unit Price	Quantity	Subtotal
\$60.74	170	\$10,325.80

Dell Premier Rechargeable Active Pen PN7522W

Estimated delivery if purchased today:
Aug. 13, 2024
Contract # C000000381302
Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Premier Rechargeable Active Pen PN7522W	750-ADQS	-	170	-

Subtotal:	\$225,314.60
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$225,314.60
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

KINGSPORT BOARD OF EDUCATION POLICY RECOMMENDATIONS

For: Consideration for Adoption

August 13, 2024 - Board of Education Meeting

Revised Policies considered for adoption on 1st Reading

REVISED POLICY – 1st Reading

1.108 – Nepotism

Per Board request, it is desired to revise expectations regarding supervising relationships.

REVISED POLICY – 1st Reading

1.501 – Visitors to the Schools

Public Chapter 810 requires Boards to adopt a code of conduct for each school in the district. This code must be placed where visitors can see it and must also contain the name and the board of professional responsibility number of the attorney who reviewed it. TSBA has updated model policy to reflect the new requirements. Additionally, TSBA recommends that Boards work closely with their attorney to develop a code of conduct for each school to meet the requirements of the new law.

REVISED POLICY – 1st Reading

2.403 – Surplus Property Sales

Previously, legal notices were required to be placed in newspapers. Under a new change to state law, these notices are also required to be placed online on a "news and information website." TSBA has added language to policy 2.403 to align with this new requirement.

REVISED POLICY – 1st Reading

2.601 – Fundraising Activities

Per administrative request, it is desired to add "Approved Booster Organizations" to the policy regulation regarding Online Fundraising.

REVISED POLICY – 1st Reading

3.205 – Security

A new state law, Public Chapter 882, requires that principals immediately report certain types of assaults and certain acts of vandalism to the Superintendent of Schools and local law enforcement. TSBA has updated model policy to include this requirement.

REVISED POLICY – 1st Reading

3.500 – Food Service Management

With implementation of Community Eligibility Provision (CEP), charging of meals is no longer necessary or allowed.

REVISED POLICY – 1st Reading

4.403 – Library Materials

Public Chapter 782 revises the "Age Appropriate Materials Act of 2022". These changes to state law establish standards for immediate removal of material if it contains content defined in TCA 39-17-901 (i.e., nudity, sexual excitement, sexual conduct, excess violence, sadomasochistic abuse, material that is patently offensive or appeals to the prurient interest). Additionally, if the Board does not take

action on feedback within sixty days, the student, parent/guardian, or employee who submitted the feedback may appeal to the State Textbook and Instructional Materials Quality Commission to evaluate the material.

REVISED POLICY – 1st Reading

6.409 – Child Abuse and Neglect

Per Public Chapter 571, districts are required to report the names of the Child Abuse Coordinator and the Alternate Child Abuse Coordinator to the Department of Children's Services. TSBA has updated the corresponding model policy to align with this language.

New Policies considered for adoption on 1st Reading

NEW POLICY – 1st Reading

4.214 – Use of Artificial Intelligence Programs

Public Chapter 550 requires all Boards to adopt a policy on the use of artificial intelligence for instructional and assignment purposes. TSBA has created a new model policy that covers this topic. As this is an emerging area of technology, TSBA recommends working closely with district staff to ensure implementation aligns with board policy. More updates to this policy may be forthcoming as this area of law and technology develops.

Kingsport City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Nepotism	Descriptor Code: 1.108	Issued Date: 11/12/19
		Rescinds: 1.108	Issued: 10/03/17

1 No family member or any person having been regularly living in the household of the Superintendent
2 of Schools, members of the Board of Education or the Board of Mayor and Aldermen shall commence
3 originally service as a regular employee during the time the related official holds office.¹

4 At no time may any administrator supervise or evaluate any employee who ~~is~~ meets any of the
5 following categories: ~~a~~ family member; resident of the same household as the administrator; or
6 engages in a non-platonic personal relationship with the administrator that could affect or compromise
7 the integrity of the evaluation results. ~~or any person having been regularly living in the household.~~

8 The provisions of this policy affect hiring and transfer subsequent to the original effective date of this
9 policy (August 5, 1999). This policy shall not apply to any persons related who have regularly been
10 employed by the system prior to the inception of the relationship, the adoption of this policy or a Board
11 member's term of office.

12 For purposes of this policy, the term "family member" includes the following relationships: spouse,
13 parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister,
14 uncle, aunt, nephew, niece, or any person who resides in the same household.²

Legal References

1. OP Tenn. Atty. Gen. 95-080 (August 4, 1995)
2. TCA 49-2-202(a)(3)(ii)

Cross References

- Supervision 5.108
Assignment/Transfer 5.115

Kingsport City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Visitors to the Schools	Descriptor Code: 1.501	Issued Date: 11/12/19
		Rescinds: 1.501	Issued: 10/03/17

1 Except on occasions such as school programs, athletic events, open house, and similar public events,
2 All visitors shall report to the school office when entering the school and will sign in using the
3 school's electronic visitor management system. Authorization to visit elsewhere in the building or on
4 the school campus will be determined by the principal or his designee. All persons, other than enrolled
5 students and employees of the school system, shall obtain and prominently display a visitor's pass
6 issued by the principal.¹

7 In order to maintain the conditions and atmosphere suitable for learning, no other person shall enter
8 onto the grounds or into the school buildings during the hours of student instruction except students
9 assigned to that school, the staff of the school, parents of students, approved school volunteers, and
10 other persons with lawful and valid business on the school premises.² Visitor access shall be limited to
11 monitored entrances during school hours.

12 VISITOR CONDUCT

13 Persons who come onto school property shall be under the jurisdiction of the site
14 administrator/designee. Individuals who come onto school property or who contact employees on
15 school or district business are expected to behave accordingly. The Superintendent of Schools shall
16 develop a visitor code of conduct to be presented to the board attorney, and then, approved by the
17 Board.³ This code shall prohibit the following:

- 18 1. Acts which would constitute a violation of federal law, state law, City of Kingsport
19 ordinance, or board policy;
- 20 2. Boisterous or belligerent conduct or physical acts which would disrupt or threaten to disrupt
21 school operations including but not limited to educational settings, school sponsored
22 activities, and transportation of students;
- 23 3. Entry into restricted areas of school property without proper authorization or the willful
24 attempted entry into restricted areas in the absence of a reasonable belief that authorization
25 had been granted;
- 26 4. Acting in an unsafe manner that poses a threat to the health or safety of others;
- 27 5. Verbal or written statements or gestures which demonstrate an intent to harm an individual
28 or property;
- 29 6. The making of any video recordings where there is an expectation of privacy including but
30 not limited to classrooms, restrooms, or locker rooms;
- 31 7. The distribution or wearing of apparel which promotes illegal drugs, promotes illegal
32 activities, or which cause a material disruption on school grounds or may reasonably be
33 foreseen to cause a material disruption; or
- 34 8. Acts intended to or that do cause harm to an individual or damage property.

1 A visitor who engages in any of the conduct prohibited pursuant to the code of conduct may at the
2 discretion of the principal for the school at which the prohibited conduct occurs:

- 3 1. Be excluded from particular activities on school grounds;
- 4 2. Have access to school grounds limited; or
- 5 3. Be excluded from school grounds.

6 The visitor code of conduct shall be posted on the district’s website as well as the school’s website,
7 and copies of the code shall be provided to all teachers, counselors, administrative staff, and other
8 school employees. In addition, each school entrance shall have the visitor code of conduct posted
9 prominently along with the phone number of someone in the school’s administration who can answer
10 questions about the code.

11 Annually, parent(s)/guardian(s) shall be provided with a printed copy of the code of conduct, along
12 with the phone number of someone in the school’s administration who can answer questions about the
13 code. Parent(s)/guardian(s) shall sign a statement acknowledging that they have read and understood
14 the code of conduct.

15 CONSEQUENCES FOR CODE OF CONDUCT VIOLATION

16 The principal or ~~his~~ designee has the authority to exclude from the school premises any persons
17 disrupting the educational programs in the classroom or in the school, disturbing the teachers or
18 students on the premises, or on the premises for the purpose of committing an illegal act.² The
19 principal shall contact law enforcement officials when he/she believes the situation warrants such
20 measures.

21 Sales representatives are not permitted to call, collectively or individually, on the staff members of a
22 school without authorization from the school’s administration or the Superintendent of Schools.
23 Principals shall determine times when it is convenient and appropriate to contact staff members.
24 Furthermore, principals may refuse to admit sales representatives to school premises. Staff members
25 shall not discuss personal business with sales representatives during school hours.

Legal References

1. TCA 49-2-303(b)(4)
2. TCA 49-6-2008; TCA 39-14-406
3. Public Acts of 2024, Chapter No. 810

Cross References

Board-Community Relations 1.500
Section 504 and ADA Grievance Procedures 1.802
Vendor Relations 2.809
Safety 3.201
Security 3.205
School Volunteers 4.501
Care of School Property 6.311

Click here to choose a school board.

Monitoring: Review: Annually, in August	Descriptor Term: Visitors to the Schools	Descriptor Code: 1.501	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Except on occasions such as school programs, athletic events, open house, and similar public events, all
3 visitors will report to the school office when entering the school and will sign-in. Authorization to visit
4 elsewhere in the building or on the school campus will be determined by the principal/designee. Guest
5 passes shall be issued for all persons other than students and employees of the school.¹

6 In order to maintain the conditions and atmosphere suitable for learning, no other person shall enter onto
7 the grounds or into the school buildings during the hours of student instruction except students assigned
8 to that school, the staff of the school, parents of students, and other persons with lawful and valid business
9 on the school premises.²

10 **VISITOR CONDUCT**

11 Persons who come onto school property shall be under the jurisdiction of the site administrator/designee.
12 Individuals who come onto school property or who contact employees on school or district business are
13 expected to behave accordingly. The Director of Schools shall develop a visitor code of conduct to be
14 presented to the board attorney, and then, approved by the Board.³ This code shall prohibit the following:

- 15 1. Cursing and use of obscenities;
- 16 2. Disrupting or threatening to disrupt school or office operations;
- 17 3. Acting in an unsafe manner that could threaten the health or safety of others;
- 18 4. Verbal or written statements or gestures indicating intent to harm an individual or property; and
- 19 5. Physical attacks intended to harm an individual or substantially damage property.

20 The visitor code of conduct shall be posted on the district's website as well as the school's website,
21 and copies of the code shall be provided to all teachers, counselors, administrative staff, and other
22 school employees. In addition, each school entrance shall have the visitor code of conduct posted
23 prominently along with the phone number of someone in the school's administration who can answer
24 questions about the code.

25 Annually, parent(s)/guardian(s) shall be provided with a printed copy of the code of conduct, along
26 with the phone number of someone in the school's administration who can answer questions about the
27 code. Parent(s)/guardian(s) shall sign a statement acknowledging that they have read and understood
28 the code of conduct.

1 **CONSEQUENCES FOR CODE OF CONDUCT VIOLATION**

2 The principal/designee has the authority to exclude from the school premises any persons disrupting
3 the educational programs in the classroom or in the school, disturbing the teachers or students on the
4 premises, or on the premises for the purpose of committing an illegal act.²

5 The principal shall contact law enforcement officials when he/she believes the situation warrants such
6 measures.

Legal References

1. [TCA 49-2-303\(b\)\(4\)](#)
2. [TCA 49-6-2008](#); [TCA 39-14-406](#)
3. [Public Acts of 2024, Chapter No. 810](#)

Cross References

Board-Community Relations 1.500
Section 504 and ADA Grievance Procedures 1.802
Vendor Relations 2.809
Safety 3.201
Security 3.205
School Volunteers 4.501
Care of School Property 6.311



State of Tennessee

PUBLIC CHAPTER NO. 810

SENATE BILL NO. 2202

By Gardenhire

Substituted for: House Bill No. 2381

By Parkinson

AN ACT to amend Tennessee Code Annotated, Title 49, Chapter 1; Title 49, Chapter 2 and Title 49, Chapter 6, relative to codes of conduct at schools.

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 40, is amended by adding the following as a new section:

(a) Each local board of education and public charter school governing body shall adopt a comprehensive code of conduct for each school under the authority of the local board of education or public charter school governing body that describes the types of behavior expected from visitors entering on school grounds. Each code of visitor conduct must emphasize the importance of:

(1) Appropriate language;

(2) Respect for the person and property of others; and

(3) Establishing and maintaining a safe, secure, and peaceful educational setting that promotes learning and positive character development.

(b) The codes of conduct adopted by a local board of education or public charter school governing body pursuant to this section must describe the types of behavior expected from a visitor entering on school grounds and the consequences of a visitor's failure to adhere to the standards. The principal of each school must apply the school's code of conduct for visitors uniformly, without partiality or discrimination.

(c) Each local board of education and public charter school governing body may elect to adopt different codes of conduct for visitors applicable to:

(1) Different classes of schools, such as elementary, middle, junior high, and senior high schools under the jurisdiction of the local board of education or public charter school governing body; and

(2) Different categories of visitors entering on school grounds, taking into consideration the reason for the visitor's presence on school grounds.

(d) Each local board of education and public charter school governing body shall, for each school under the authority of the board or governing body:

(1) Post a copy of the code of conduct adopted for visitors to the school on the board's or governing body's website, and on the school's website;

(2) Supply a copy of the code of conduct adopted for visitors to the school to all teachers, counselors, administrative staff, and school employees;

(3) Post the code of conduct adopted for visitors to the school, along with the telephone number of a member of the school's administration who can answer

questions regarding the school's code of conduct for visitors, prominently at each school entrance; and

(4) Provide parents and guardians of students enrolled at the school with a printed copy of the school's code of conduct for visitors, along with the telephone number of a member of the school's administration who can answer questions regarding the code of conduct for visitors, and require that the student's parent or guardian acknowledge that the parent or guardian has read and understands the code of conduct for visitors that will be enforced at the school. The acknowledgement required under this subdivision (d)(4) may be provided during an initial enrollment or student registration period.

(e) Before adopting a code of conduct for visitors pursuant to this section, each local board of education and public charter school governing body shall submit the proposed code of conduct to an attorney licensed to practice law in this state to review its legality and constitutionality. A local board of education or public charter school governing body shall not adopt a code of conduct for visitors unless the code of conduct includes a statement from the board or governing body that the code of conduct has been reviewed for its legality and constitutionality by an attorney, as required in this subsection (e), and includes the name and board of professional responsibility number for the attorney.

SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it, and applies to the 2024-2025 school year and each school year thereafter.

SENATE BILL NO. 2202

PASSED: April 11, 2024




RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 29th day of April 2024



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Surplus Property Sales	Descriptor Code: 2.403	Issued Date: 11/12/19
		Rescinds:	Issued:

1 The Superintendent of Schools shall prepare a list of all surplus property for Board of Education
2 approval.¹ This list shall contain the following information: name of item, condition, and reason for
3 disposal.

4 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general
5 circulation of at least seven (7) days prior to the sale.³ Notice shall also be published on a news and
6 information website in accordance with state law.⁴

7 After such declaration by the Board of Education all items shall be transferred to the custody of the city
8 Recorder of the City of Kingsport.

9 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS²**

10 When equipment that was purchased with federal dollars is no longer needed for the original project or
11 program or for other activities currently or previously supported by a federal agency, disposition of the
12 equipment shall be made as follows:

- 13 1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be
14 retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or
15
- 16 2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be
17 retained or sold, and the awarding agency shall have a right to an amount calculated by
18 multiplying the current market value or proceeds from sale by the awarding agency's share of
19 the equipment.
20

Legal References

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. 2 CFR § 200.313
3. TCA 49-6-2007(b)
4. Public Acts of 2024, Chapter No. 793

Cross References

- Duties of Officers 1.201
- Inventories 2.702
- Textbooks 4.401

Click here to choose a school board.

Monitoring: Review: Annually, in September	Descriptor Term: Surplus Property Sales	Descriptor Code: 2.403	Issued Date:
		Rescinds:	Issued:

1 The Director of Schools shall prepare a list of unusable items for board approval.¹ The list shall contain
2 the following information: name of item, date of purchase, and reason for disposal.

3 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general
4 circulation at least seven (7) days prior to the sale.² Notice shall also be published on a news and
5 information website in accordance with state law.³

6 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be
7 disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools
8 and the Board Chair shall agree in written form that the property is of no value or is of less value than
9 five hundred dollars (\$500).⁴

10 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the
11 Board shall approve other methods of disposal.⁵

12 Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall
13 approve all surplus equipment prior to the materials being disposed of at the end of the school year.

14 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁶**

15 When equipment that was purchased with federal dollars is no longer needed for the original project or
16 program or for other activities currently or previously supported by a federal agency, disposition of the
17 equipment shall be made as follows:

- 18 1. Items of equipment with a current per-unit fair market value of \$5,000 or less may be retained,
19 sold, or otherwise disposed of with no further obligation to the awarding agency; or
20
21 2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained
22 or sold, and the awarding agency shall have a right to an amount calculated by multiplying the
23 current market value or proceeds from sale by the awarding agency's share of the equipment.
24

Legal References

1. [TCA 49-6-2006\(b\)\(3\); TCA 49-6-2208](#)
2. [TCA 49-6-2007\(b\)](#)
3. [Public Acts of 2024, Chapter No. 793](#)
4. [TCA 49-6-2007\(d\)](#)
5. [TCA 12-2-403\(a\)](#)
6. [2 CFR § 200.313\(e\)](#)

Cross References

- Duties of Officers 1.201
Inventories 2.702
Textbooks and Instructional Materials 4.400



State of Tennessee
PUBLIC CHAPTER NO. 793

HOUSE BILL NO. 2114

By Representative Powers

Substituted for: Senate Bill No. 2317

By Senator Yager

AN ACT to amend Tennessee Code Annotated, Title 1 and Title 8, Chapter 44, relative to public notices.

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

SECTION 1. Tennessee Code Annotated, Section 1-3-120, is amended by adding the following as a new subsection:

(f) Beginning July 1, 2024, when legal notices are required to be published in a newspaper of general circulation, the notice must also be published on a news and information website that has a URL, if such a website exists, that:

(1) Has been published continuously for the previous twelve-month period;

(2) Has been published using recognized standards of professional journalism;

(3) Must have content revised on a regular basis not less than three (3) times per week;

(4) Bears a fixed title or name and date lines and complies with and abides by all copyright laws;

(5) Does not serve primarily as a platform to promote the interests or opinions of a special interest group, individual, or cause;

(6) Is principally devoted to the dissemination of local or general news with at least fifty percent (50%) of all editorial content reported being original, excluding advertisements; and

(7) Exists and is registered pursuant to state law with the secretary of state. The news and information website must have an office of publication known to be based in the county in which the notice is required to be published and that is available and open to the public where business is transacted during usual business hours, that maintains a telephone number and email listing, and that includes in each updated publication the contact information of the news and information website.


SECTION 2. This act takes effect July 1, 2024, the public welfare requiring it.

HOUSE BILL NO. 2114

PASSED: April 8, 2024



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 23rd day of April 2024



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Fundraising Activities	Descriptor Code: 2.601	Issued Date: 07/28/20
		Rescinds: 2.601	Issued: 11/12/19

1 *General*

2 The following general guidelines shall be followed:¹

- 3 1. Fundraising activities shall be authorized by the board and shall be for the purpose of
4 supplementing funds for established school programs and not for supplementing funds which are
5 the responsibility of the public. The Board encourages service projects and activities that promote
6 a healthy lifestyle through exercise, fitness, and nutritional food choice.
- 7 2. Fundraising companies and other salespersons shall obtain permission in writing from the
8 Superintendent of Schools' office in order to visit the schools.
- 9 3. Any commission payable by companies shall be paid in the form of reduced prices to the students
10 or paid into the activity fund of the school for use by the school. No school employee shall
11 personally benefit from any fundraising activity.
- 12 4. The principal must obtain written approval from the Superintendent of Schools or designee for
13 all fundraising activities, including online fundraising activities, that involve the participation of
14 the general student population in the marketing process of the fundraising effort. All other
15 fundraising activities, including online fundraising activities, must have written approval from
16 the principal and comply with all administrative procedures issued by the Superintendent of
17 Schools. The authorization request shall contain the following information:²
 - 18 a. A list of the proposed fundraising activities;
 - 19 b. Purpose of the fundraising activity;
 - 20 c. Proposed uses of funds raised;
 - 21 d. Expected student involvement in fundraising activity (school-wide or individual class or
22 club); and
 - 23 e. Margin of profit and how it is to be paid to the school.
- 24 5. The Superintendent of Schools or designee shall determine whether or not the activity will benefit
25 the school, contribute to the welfare of the student body, and supplement, not replace, funds
26 necessary to fulfill the board's required contributions.
- 27 6. Students shall not be excused from a regular class to participate in a fundraising activity. No
28 grade in a subject or course shall be affected by a student's participation in a fundraising activity.

1 7. No quotas shall be imposed on students involved, and their efforts shall be voluntary. Students
2 who do not participate in fundraising activities shall not be punished or discriminated against in
3 any way.

4 8. The use of unsupervised door-to-door solicitation is discouraged. The Board recognizes the role
5 of parents in protecting the safety of their children by monitoring and supervising fundraising
6 activities during non-school time.

7 This policy shall not be construed as preventing a teacher from using instructional or informational
8 materials even though the materials might include reference to a brand, a product, or a service.

9 **LOTTERIES**

10 No fundraising activity shall be conducted which distributes prizes or makes awards to winners from
11 among purchasers of chances by means of tickets through a random selection process.³

12 **ONLINE FUNDRAISING**

13 Individual schools [and/or approved booster organizations](#) may establish school-wide online fundraising
14 accounts. The accounts must meet all fundraising requirements established by the board and the
15 *Internal School Uniform Accounting Policy Manual*. The principal/designee of each school shall have
16 access to the established fundraising account to ensure all funds are properly accounted for, and the
17 information is recorded in the school's accounting records by the designated personnel. Online
18 fundraising shall not be used on behalf and for the benefit of an outside party.

19 Employees shall not engage in online fundraising in their official capacity as district employees nor
20 make any reference to non-school sponsored fundraisers, online or otherwise, that would lead another
21 to believe such activity is an approved school fundraiser.

22 **FUNDRAISING FOR NON-EDUCATIONAL PURPOSES⁴**

23 On approval of the principal, an employee may be authorized to raise and use funds for the following
24 non-educational purposes:

- 25 1. Bereavement support;
- 26 2. Award recognition;
- 27 3. Employee morale;
- 28 4. Banquets; or
- 29 5. Other situations at the principal's discretion.

30 These funds shall be derived from vending machine revenue, donations, or any other faculty specific
31 fundraiser.

32 The Superintendent of Schools or designee shall develop administrative procedures regarding the
33 receipt, disbursement, accounting, and auditing of these non-educational funds. The Superintendent of
34 Schools shall ensure that the procedures are consistent with board policy and state law and disseminate
35 them to all employees.

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-30, 4-31
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32
3. Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003)
4. TCA 49-2-134

Cross References

Revenues 2.400
School Support Organization 2.404
Audits 2.703
Vendor Relations 2.809
Student Activity Funds Management 2.900
Staff Gifts and Solicitations 5.605

Kingsport City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: 08/08/23
		Rescinds: 3.205	Issued: 10/19/21

1 The Superintendent of Schools shall establish procedures to protect school property which shall include,
2 but not be limited to:¹

- 3 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 4 2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school
5 facilities or equipment without appropriate supervision;
- 6 3. Controlling the issuance of keys; and
- 7 4. Developing programs that contribute to the proper care and use of school facilities and
8 equipment.
- 9 5. Ensuring that equipment purchased with federal funds is managed as directed by federal and state
10 law.²

11 All exterior doors leading into a school building shall be locked at all times and access to school buildings
12 is limited to the school's primary entrance during the school day as well as when students are present
13 outside of regular school hours, except as detailed in the district and school Emergency Operation Plans
14 as agreed upon by Kingsport City Schools and the Kingsport Police Department.³

15 ~~The principal shall call law enforcement officials in cases involving illegal entry, theft or vandalism.~~

16 ~~The principal shall notify the Superintendent of Schools as soon as practical but no longer than 24 hours
17 after a case of vandalism, theft, building damage and/or illegal entry.~~

18 The principal shall immediately call law enforcement officials and the Superintendent of Schools in
19 cases involving illegal entry, assault and battery resulting in serious personal injury or involving the use
20 of a weapon, building damage, theft, vandalism endangering life health, or safety, or valid threats of
21 mass violence.⁶

22 The Superintendent of Schools, or his/her designee, is authorized to sign a criminal complaint and to
23 press charges against perpetrators for vandalism of school property.

24 AFTER SCHOOL HOURS

25 If, outside of regular school hours, there is a need to unlock the doors during a school activity, a school
26 district employee shall be stationed by the door and supervise to ensure access is limited to authorized
27 persons at all times when the door is unlocked.³

1 SCHOOL POLICING¹

2 The Board may enter into a memorandum of understanding with the chief of a law enforcement agency
3 to provide school policing. Any memorandum of understanding shall address, at a minimum, the
4 following issues:

- 5 1. Any School Resource Officer (SRO) assigned under a memorandum must be in compliance with
6 all laws, regulations and rules of the Peace Officer Standards and Training Commission at the
7 time of assignment and remain compliant throughout the tenure of his or her assignment.
- 8 2. As a condition of assignment, any SRO must participate in all required training and education
9 within the scope of the Kingsport Police Department.⁴
- 10 3. Any SRO assigned under the memorandum remains an employee of the law enforcement agency,
11 subject to that agency's direction, control, supervision and discipline.
- 12 4. No officer shall be assigned to a school, or continue in such an assignment, without the consent
13 of the Superintendent.
- 14 5. The SRO(s), while working in the school system, will be supervised on a regular basis by the
15 KPD Operations Captain or his/her designee of the Police Department. Within the school system,
16 each SRO will work generally under the direction of the principal or the principal's designee.
- 17 6. The memorandum may be effective for any length of time, including continuing until terminated
18 by the parties, and may contain any reasonable notice requirement for the termination of the
19 memorandum. However, the memorandum shall contain a provision allowing the Superintendent
20 to suspend the active participation of the SROs in the event that the Superintendent believes that
21 such suspension is best for the health, safety and/or wellbeing of the students and/or faculty
22 members.

23 CYBERSECURITY⁵

24 The Superintendent of Schools/designee shall develop an administrative procedure regarding the
25 district's cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect
26 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

Legal References

1. TCA 49-6-805(3)
2. 2 CFR § 200.313
3. Public Acts of 2023, Chapter No. 367
4. TCA 49-6-4217
5. TCA 49-6-805(9)
6. Public Acts of 2024, Chapter No. 882

Cross References

- Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311

Click here to choose a school board.			
Monitoring: Review: Annually, in October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*¹

2 The Director of Schools shall establish procedures to protect schools which shall include, but not be
3 limited to:

- 4 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 5 2. Denying students permission to use the classrooms, laboratories, gymnasiums, or other school
6 facilities or equipment without appropriate supervision;
- 7 3. Controlling the issuance of keys;
- 8 4. Developing programs that contribute to the proper care and use of school facilities and
9 equipment; and
- 10 5. Ensuring that equipment purchased with federal funds is managed as directed by federal law.²

11 All exterior doors leading into a school building shall be locked at all times and access to school
12 buildings is limited to the school’s primary entrance during the school day as well as when students are
13 present outside of regular school hours.³

14 The principal shall immediately call law enforcement officials and the Director of Schools in cases
15 involving illegal entry, assault and battery resulting in serious personal injury or involving the use of a
16 weapon, building damage, theft, vandalism endangering life health, or safety, or valid threats of mass
17 violence.⁴ The Director of Schools/designee is authorized to sign a criminal complaint and press
18 charges. The Director of Schools shall report all signing of such complaints to the Board.

19 **AFTER SCHOOL HOURS**

20 [**The following is the default if the district does not create alternate local procedures.**] If, outside
21 of regular school hours, there is a need to unlock the doors during a school activity, a school district
22 employee shall be stationed by the door to ensure access is limited to authorized persons.³

23 **LAW ENFORCEMENT SERVICES¹ (if applicable)**

24 The Board may enter into collaborative partnerships with appropriate law enforcement agencies.
25 Partnerships may include, but not be limited to, education and recreational programs, delinquency
26 prevention, and mentoring initiatives.

- 1 The Board may enter into a memorandum of understanding (MOU) with the chief of a law
2 enforcement agency to provide school policing. The MOU shall address, at a minimum, the following
3 issues:
- 4 1. Any school resource officer (SRO) assigned under the MOU shall be in compliance with all
5 laws, regulations, and rules of the Peace Officer Standards and Training Commission at the
6 time of assignment and remain compliant throughout his/her assignment.
 - 7 2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in
8 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall
9 participate in a minimum of sixteen (16) hours of training specific to school policing. All
10 training programs shall be approved by the Peace Officers Standards and Training
11 Commission.⁵
 - 12 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is
13 subject to that agency's direction, control, supervision, and discipline.
 - 14 4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent
15 of the Director of Schools.
 - 16 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement
17 agency shall designate one (1) of the SROs as the senior SRO. The duties of the senior SRO
18 shall include, but not be limited to, the following:
 - 19 a. Representing and carrying out the policies of the law enforcement agency assigning the
20 SROs;
 - 21 b. Supervising the SROs in the performance of their duties;
 - 22 c. Consulting with the Director of Schools regarding the best use of the available
23 resources for school policing; and
 - 24 d. Resolving disputes between the SROs and students or staff members.
 - 25 6. The MOU may be effective for any length of time, continuing until terminated by the parties,
26 and may contain any reasonable notice requirement for the termination of the MOU. However,
27 the MOU shall contain a provision allowing the Director of Schools to suspend the active
28 participation of any SROs in the event that the Director of Schools believes that such
29 suspension is best for the health, safety, or wellbeing of the students or staff members.

30 **CYBERSECURITY⁶**

31 The Director of Schools/designee shall develop an administrative procedure regarding the district's
32 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect
33 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

Legal References

1. [TCA 49-6-805\(3\)](#)
2. [2 CFR § 200.313](#)
3. [TCA 49-6-817](#)
4. [Public Acts of 2024, Chapter No. 882](#)
5. [TCA 49-6-4217](#)
6. [TCA 49-6-805\(9\)](#)

Cross References

Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311



State of Tennessee

PUBLIC CHAPTER NO. 882

SENATE BILL NO. 2931

By Powers

Substituted for: House Bill No. 2487

By Hurt, Raper, Grills, Hardaway

AN ACT to amend Tennessee Code Annotated, Title 39 and Title 49, Chapter 6, relative to threats of mass violence made by a student.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-3401(g), is amended by designating subdivision (5) as subdivision (6) and adding the following as a new subdivision (5):

(5) If a student threatens mass violence on school property or at a school-related activity pursuant to § 39-16-517, then the director of schools or the head of the public charter school, as applicable, shall require the student to submit to a threat assessment to determine whether the threat of mass violence made by the student was a valid threat. The student may be suspended from attendance at the school and from school-sponsored activities until the threat assessment is complete. If the director of schools or the head of the public charter school determines, based on the results of the threat assessment required in this subdivision (g)(5), that the threat of mass violence made by the student was not a valid threat, then the student shall not be expelled for committing a zero tolerance offense, but may be suspended in accordance with this section.

SECTION 2. Tennessee Code Annotated, Section 49-6-3401(g)(2), is amended by deleting subdivision (D) and substituting instead the following:

(D) Subject to subdivision (g)(5), threatens mass violence on school property or at a school-related activity pursuant to § 39-16-517.

SECTION 3. Tennessee Code Annotated, Section 49-6-4002(e), is amended by adding the following as a new subdivision:

(5) Subject to § 49-6-3401(g)(5), threatens mass violence on school property or at a school-related activity pursuant to § 39-16-517.

SECTION 4. Tennessee Code Annotated, Section 49-6-4301, is amended by deleting subsection (a) and substituting instead the following:

(a)(1) A teacher who observes or otherwise has knowledge of an assault and battery or an act of vandalism endangering life, health, or safety committed by a student on school property shall immediately report such action to the principal of the teacher's school.

(2) A principal who has direct knowledge of an assault and battery or an act of vandalism endangering life, health, or safety committed by a student on school property, or who receives a report of such action, shall immediately report such action to the director of schools and the municipal or metropolitan police department or sheriff's department having jurisdiction.

(3) A director of schools or the head of a public charter school who has knowledge of a valid threat of mass violence on school property or at a school-related activity pursuant to § 39-16-517 made by a student shall immediately report such action to the municipal or metropolitan police department or sheriff's department

having jurisdiction. A threat of mass violence is valid for purposes of this subdivision (a)(3) if such a determination is made based on the results of the threat assessment required in § 49-6-3401(g)(5).

(4) A fight not involving the use of a weapon as defined in § 39-17-1309, or a fight that does not result in serious personal injury to one (1) or more of the parties involved, must only be reported to the school administrator.

SECTION 5. This act takes effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 2931

PASSED: April 16, 2024




RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 1st day of May 2024



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Food Service Management	Descriptor Code: 3.500	Issued Date: 07/12/22
		Rescinds: 3.500	Issued: 11/12/19

1 School Nutrition Services (SNS) shall be operated on a nonprofit basis and shall comply with all
2 federal, state and local rules and regulations necessary for participation in the school meals program
3 pertaining to health, nutrition, sanitation, accounting, procurement and service.^{1,2} The Director of
4 School Nutrition Services shall oversee the program. School nutrition receipts shall be used only to pay
5 regular food service operating costs.

6 When food production and service facilities are used by outside agencies, an SNS manager or designee
7 shall be present.

8 **COMPETITIVE FOODS/MINIMUM NUTRITIONAL STANDARDS³**

9 Any sale of food and beverages to students in the dining area during the hours of meal service shall be
10 by the school nutrition program. The revenue of such sales shall be deposited to the school nutrition
11 account. The sale of competitive foods shall comply with federal, state and local regulations.

12 Food or drink packaged at commercial food establishments shall not be brought in to the cafeteria to be
13 consumed by students during their regular mealtimes.

14 Schools shall abide by the Minimum Nutritional Standards as set out by the Tennessee Board of
15 Education.

16 **FREE OR REDUCED PRICED MEALS AND SNACKS**

17 The state/federal criteria and procedures for meal benefits (free or reduced priced meals and snacks)
18 shall be followed for identifying students, determining a student's need and maintaining
19 confidentiality.

20 Students who participate in meal benefits shall not be distinguished in any way from students who do
21 not. Names shall be provided to school personnel who have demonstrated a need to know and have
22 completed the Limited Disclosure Agreement developed by the United States Department of
23 Agriculture Food and Nutrition Services Southeast Region.

24 **OFFER VS. SERVE**

25 SNS implements "Offer vs. Serve" in all schools. One unit meal price (rather than individual item
26 pricing) shall be charged for a reimbursable meal. Federal guidelines for a reimbursable meal using
27 "Offer vs. Serve" require the student to select three of the five items for lunch and three of the four
28 items for breakfast. Point of sale procedures shall be monitored regularly to ensure that this
29 requirement is being followed.

1 **NON-DISCRIMINATION**

2 The Superintendent of Schools shall sign a Program/Participation Agreement, which addresses non-
3 discrimination, at the beginning of each school year. SNS shall not discriminate on the basis of race,
4 color, national origin, sex, age or disability in the determination of meal benefits or meal service.

5 The following non-discrimination statement shall be printed on the materials distributed by SNS: The
6 U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees,
7 and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender
8 identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental
9 status, sexual orientation, or if all or part of an individual's income is derived from any public
10 assistance program, or protected genetic information in employment or in any program or activity
11 conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or
12 employment activities.)

13 If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program
14 Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint_fi](http://www.ascr.usda.gov/complaint_filing_cust.html)
15 [ling_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write
16 a letter containing all of the information requested in the form. Send your completed complaint form or
17 letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400
18 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at
19 program.intake@usda.gov.

20 Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the
21 Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

22 USDA is an equal opportunity provider and employer.

23 SNS shall record all verbal and written complaints of discrimination and forward those complaints to
24 the State Agency listed below within one hundred eighty (180) days. Individuals may also file
25 complaints with the following organizations:

26 Lesley D. Farmer, Esq.
27 Assistant General Counsel for Civil Rights
28 Tennessee Department of Ed
29 Office: 615-253-1550
30 Fax: 615-532-2599

31 **STUDENTS REQUESTING MODIFIED MEALS**

32 The School Nutrition Program shall make reasonable modifications to accommodate children with
33 disabilities. These modifications will be made on a case-by-case basis when supported by a written
34 statement from a licensed healthcare professional who is authorized to write prescriptions under state
35 law.

1 The Superintendent of schools shall develop procedures for notifying parents/guardians of the process
2 for requesting meal modifications, and arrange for an impartial hearing process to resolve grievances
3 related to requests for modifications based on a disability.

4 **INSUFFICIENT FUNDS⁴**

5 ~~High School: There is no legal recognition of charged meals by federal auditors. However, since there~~
6 ~~are occasional instances of insufficient funds, students shall be allowed to charge a meal as defined in~~
7 ~~the Kingsport City Schools (KCS) administrative procedures. Once the charged limit is reached (as~~
8 ~~defined by the KCS administrative procedures), additional meals will not be able to be charged.~~

9 ~~Elementary/Middle School: There is no legal recognition of charged meals by federal auditors.~~
10 ~~However, since there are occasional instances of insufficient funds, students shall be allowed to charge~~
11 ~~a meal as defined in the Kingsport City Schools (KCS) administrative procedures.~~

12 ~~Parents/Guardians are expected to reimburse KCS for charged meals.~~

Legal References

1. TCA 49-6-2302, 2303; TRR/MS 0520-01-06-.04
2. 7 CFR § 210.10-.13
3. 7 CFR § 210.11
4. 2 CFR § 200.426

Cross References

Investment Earnings 2.402
Deposit of Funds 2.500
Financial Reports and Records 2.701

Click here to choose a school board.

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The **[insert title of employee]** shall be responsible for library collection development. He/she shall post
3 the list of library materials online. Library materials shall be reviewed to ensure the content aligns with
4 state law. Prior to the purchase of new materials, librarians shall review the age and maturity level along
5 with the reading level of the selected items for suitability. ¹ A list of new materials shall be reviewed by
6 **[insert title of employee]**.

7 **[Insert title of employee]** shall be responsible for periodically reviewing the district's library collection
8 in line with the standards established below. **[Note: The Board can create a more specific review**
9 **process.]** Any materials found to be out of alignment with the standards shall be removed, and this action
10 shall be documented in writing and presented to the Director of Schools and the Board.

11 **STANDARDS²**

12 The library collection shall adhere to the following criteria:

13 **[Note: The Board can include local standards.]**

- 14 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 15
- 16 2. Materials shall be appropriate for the age and maturity levels of the students who may access
17 them. The determining factor will be based on an assessment of any mature themes or content
18 (i.e., violence, sexual content, vulgar language, substance abuse);
- 19
- 20 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit; and
- 21
- 22 4. The collection as a whole shall offer a variety of viewpoints.

23 Any materials that meet the following criteria shall be removed and excluded from the district's library
24 collection:

- 25 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess
26 violence, or sadomasochistic abuse as defined in state law³;
- 27
- 28 2. Are patently offensive as defined in state law; or
- 29
- 30 3. Appeal to the prurient interest as defined in state law.

1 The Board shall be notified when any library materials are challenged or removed pursuant to this policy.

2 COMPLAINTS⁴

3 **[The following is a suggested review process. The Board has discretion to create its own review**
4 **process. We encourage reaching out to your local board attorney if there are legal concerns.]**

5 If a complaint is made by an employee, student, or parent/guardian, the person receiving the complaint
6 shall:

- 7 1. Inform the complainant of the selection procedures and make no commitments.
- 8
- 9 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 10
- 11 3. Inform the principal (and other appropriate personnel).
- 12
- 13 4. Keep challenged materials available for use during the reconsideration process.

14 Upon receipt of the completed form, the principal may notify the Director of Schools. The principal
15 may request review of the challenged materials by an ad hoc materials review committee within thirty
16 (30) days. If the principal appoints a review committee, it should include certified library media
17 personnel, representatives from classroom teachers, and one or more parents.

18 After receiving the challenged materials, the following steps should occur:

- 19 1. Read, view, or listen to the contested material in its entirety;
- 20
- 21 2. Check general acceptance of the material by reading recognized and evaluative reviews;
- 22
- 23 3. Determine the extent to which the material is appropriate for the age and maturity levels of the
24 students who have access to the materials and whether the material is suitable for, and
25 consistent with, the educational mission of the school; and
- 26
- 27 4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the
28 material for its strength and value.

29 The principal shall present a recommendation to the Director of Schools. The Director of Schools shall
30 assess the findings along with the recommendation of the principal and present a recommendation to
31 the Board.

32 The Board shall evaluate the recommendations of the principal and the Director of Schools along with
33 the material to determine whether it is appropriate for the age and maturity levels of the students who
34 have access to the materials and whether the material is suitable for, and consistent with, the
35 educational mission of the school. The Board shall review the findings and affirm, overturn, or modify
36 the decision within sixty (60) days from which the feedback was received.

1 **REMOVAL OF LIBRARY MATERIALS**

- 2 If it is determined that the material is not appropriate for the age and maturity levels of the students
3 who have access to them or is not suitable for, and consistent with, the educational mission of the
4 school, the material shall be removed from the library collection.

Legal References

1. [*Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [Public Acts of 2024, Chapter No. 782](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803](#)

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Kingsport City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date: 08/09/22
		Rescinds:	Issued:

1 *General*

2 The ~~Assistant Superintendent—Instruction~~ Chief Academic Officer – Secondary (for middle and high
3 school) and Chief Academic Officer – Elementary (for Pre-K and elementary schools) shall be
4 responsible for library collection development. The list of library materials shall be posted online.
5 Library materials shall be reviewed to ensure the content aligns with state law.¹ ~~The library collection~~
6 ~~shall adhere to the following criteria:~~

- 7 ~~1. Materials shall be suitable for and consistent with the educational mission of the school;~~
8
9 ~~2. Materials shall be appropriate for the age and maturity levels of the students who may access~~
10 ~~them. The determining factor will be based on an assessment of any mature themes or content~~
11 ~~(i.e., violence, sexual content, vulgar language, substance abuse);~~
12
13 ~~3. Materials shall contain literary, historical, and/or artistic value and merit; and~~
14
15 ~~4. The collection as a whole shall offer a variety of viewpoints.~~

16 The ~~Assistant Superintendent—Instruction~~ Chief Academic Officer – Secondary and Chief Academic
17 Officer – Elementary shall be responsible for periodically reviewing the district’s library collection in
18 line with ~~these established standards~~ the standards established below. Any materials found to be out of
19 alignment with the standards shall be removed, and this action shall be documented in writing and
20 presented to the Superintendent of Schools and the Board.

21 **STANDARDS²**

22 The library collection shall adhere to the following criteria:

- 23 1. Materials shall be suitable for and consistent with the educational mission of the school;
24 2. Materials shall be appropriate for the age and maturity levels of the students who may access
25 them. The determining factor will be based on an assessment of any mature themes or content
26 (i.e. violence, sexual content, vulgar language, substance abuse);
27 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit; and
28 4. The collection as a whole shall offer a variety of viewpoints.

29 Any materials that meet the following criterial shall be removed and excluded from the district’s library
30 collection:

- 1 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess
2 violence, or sadomasochistic abuse as defined in state law³;
- 3 2. Are patently offensive as defined in state law; or
- 4 3. Appeal to the prurient interest as defined in state law.

5 The Board shall be notified when any library materials are challenged or removed pursuant to this policy.

6 COMPLAINTS

7 If a complaint is made by an employee, student, or parent/guardian, this process is to be followed:

- 8 1. Inform the complainant of the selection procedures and make no commitments.
9
- 10 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
11
- 12 3. Inform the principal (and other appropriate personnel).
13
- 14 4. Keep challenged materials available for use during the reconsideration process.
15
- 16 5. Upon receipt of the completed form, the principal shall notify the Superintendent of Schools.
17
- 18 6. The principal shall request review of the challenged materials by an ad hoc materials review
19 committee within forty-five (45) days. The review committee is appointed by the principal and
20 includes certified library media personnel, representatives from classroom teachers, one or
21 more parents, and may include one or more students. The principal will inform the
22 Superintendent of Schools of the review committee's progress.
23
- 24 7. The review committee shall take the following steps after receiving the challenged materials:
25
 - 26 a. Read, view, or listen to the contested material in its entirety;
 - 27 b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - 28 c. Determine the extent to which the material is appropriate for the age and maturity levels
29 of the students who have access to the materials and whether the material is suitable for,
30 and consistent with, the educational mission of the school;
 - 31 d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging
32 the material for its strength and value; and
 - 33 e. Present a recommendation to the Superintendent of Schools and the Board.
34
- 35 8. The Board shall review the recommendation presented by the review committee and make the
36 determination whether the material is appropriate for the age and maturity levels of the students
37 who have access to the materials and whether the material is suitable for, and consistent with,
38 the educational mission of the school.
39
- 40 9. If it is determined that the material is not appropriate for the age and maturity levels of the
41 students who have access to them or is not suitable for, and consistent with, the educational
42 mission of the school, the Board shall require the school to remove the material from the library
43 collection.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744
2. Public Acts of 2024, Chapter 782
3. TCA 39-17-901

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801



State of Tennessee

PUBLIC CHAPTER NO. 782

HOUSE BILL NO. 843

By Representatives Lynn, Barrett, McCalmon, Miller, Powers, Cepicky, Fritts, Littleton,
Butler, Stevens, Hurt, Rudd, Todd

Substituted for: Senate Bill No. 1060

By Senators Hensley, Yager, Bailey, Bowling, Crowe, Niceley, Rose

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, Section 49-6-3803, is amended by deleting the section and substituting:

(a) Materials in a library collection must be suitable for the age and maturity levels of the students who may access the materials and must be suitable for, and consistent with, the educational mission of the school.

(b) For purposes of this section, a material that:

(1) In whole or in part contains nudity, or descriptions or depictions of sexual excitement, sexual conduct, excess violence, or sadomasochistic abuse, as those terms are defined in § 39-17-901, is not appropriate for the age or maturity level of a student in any of the grades kindergarten through twelve (K-12) and must not be maintained in a school's library collection; or

(2) Is patently offensive, as defined in § 39-17-901, or appeals to the prurient interest, as defined in § 39-17-901, is not appropriate for the age or maturity level of a student in any of the grades kindergarten through twelve (K-12) and must not be maintained in a school's library collection.

(c) Each school operated by an LEA and each public charter school shall maintain a current list of the materials in the school's library collection. The list must be posted on the school's website.

(d) Each local board of education and public charter school governing body shall adopt a policy for developing and reviewing school library collections. The policy must include:

(1) A procedure for the development of a library collection at each school that is appropriate for the age and maturity level of the students who may access the materials, and that is suitable for, and consistent with, the educational mission of the school;

(2) A procedure for the local board of education or public charter school governing body to receive and evaluate feedback from a student, a student's parent or guardian, or a school employee regarding one (1) or more of the materials in the library collection of the student's or employee's school; and

(3) A procedure to periodically review the library collection at each school to ensure that the school's library collection contains materials appropriate for the age and maturity level of the students who may access the materials, and that are suitable for, and consistent with, the educational mission of the school.

(e) If a local board of education or public charter school governing body receives feedback according to the procedure established pursuant to subdivision (d)(2), then the local board of education or public charter school governing body shall evaluate and determine, within sixty (60) days from the date on which the feedback was received,

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whether the material is appropriate for the age and maturity level of the students who may access the materials, and whether the material is suitable for, and consistent with, the educational mission of the school. If a local board of education or public charter school governing body does not make a determination within sixty (60) days from the date on which the feedback was received, then the student, student's parent or guardian, or school employee who submitted feedback on the material may request the state textbook and instructional materials quality commission to evaluate the material, pursuant to § 49-6-2201(m)(1)(D).

(f) If the local board of education or public charter school governing body determines that material contained in the school's library collection is not appropriate for the age and maturity level of the students who may access the materials, or is not suitable for, and consistent with, the educational mission of the school, then the material must be removed from the library collection.

(g) The procedures adopted pursuant to this section are not the exclusive means to remove material from a school's library collection, and do not preclude an LEA, a school operated by an LEA, a public charter school, or the governing body of a public charter school from developing or implementing other policies, practices, or procedures for the removal of materials from a library collection.

(h) A local board of education's or public charter school governing body's determination made on whether a material is appropriate for the age and maturity level of the students who may access the material, and whether the material is suitable for, and consistent with, the educational mission of the school, does not establish a contemporary community standard for purposes of title 39, chapter 17, part 9.

SECTION 2. Tennessee Code Annotated, Section 49-6-2201(m)(1), is amended by adding the following as a new subdivision:

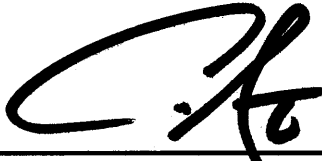
(D) Evaluate and determine whether a material in a school's library collection is appropriate for the age and maturity level of the students who may access the materials, and whether the material is suitable for, and consistent with, the educational mission of the school if the local board of education or public charter school governing body does not make a determination on a material for which it received feedback within sixty (60) days from the date on which the feedback was received, pursuant to § 49-6-3803(e), and the student, student's parent or guardian, or school employee who submitted the feedback requests the commission to evaluate the material. The commission shall issue the commission's determination in writing to each LEA and public charter school. Each LEA and public charter school shall include, or remove, the challenged material in, or from, the library collection for each of the LEA's schools, or for the public charter school, as applicable, for the grade levels for which the commission has found the challenged material to be appropriate or inappropriate for students.

SECTION 3. If any provision of this act, or its application to any person or circumstance is held invalid, then the invalidity does not affect other provisions or applications of this act that can be given effect without the invalid provision or application, and to that end, the provisions of this act are severable.

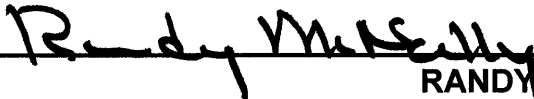
SECTION 4. This act takes effect July 1, 2024, the public welfare requiring it.

HOUSE BILL NO. 843

PASSED: April 4, 2024



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 23rd day of April 2024



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Child Abuse and Neglect	Descriptor Code: 6.409	Issued Date: 07/12/22
		Rescinds: 6.409	Issued: 10/19/21

1 GENERAL

2 The Superintendent of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school [and](#)
5 [submit this information to the Department of Children's Services](#);
- 6 2. Require that the Coordinator and the Alternate receive appropriate training;
- 7 3. Supply the Coordinator with all necessary resources;
- 8 4. Ensure that all employees working directly with students annually complete the child abuse
9 training program required by state law.²

10 The Coordinator shall assist any employee with appropriately reporting and responding to instances of
11 child abuse or child sexual abuse.

12 REPORTING

13 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel
14 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed
15 immediately with the Coordinator, the Department of Children's Services (DCS), and law
16 enforcement.⁴ When alleged abuse involves someone employed by, previously employed by, or
17 otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement
18 prior to notifying the Coordinator.⁵

19 Child abuse exists when a person under the age of eighteen is suffering from, has sustained or may be
20 in immediate danger of suffering from or sustaining a wound, injury, disability or physical or mental
21 condition caused by brutality, neglect or other actions or inactions. Neglect occurs when a child's
22 health and welfare is adversely affected due to inadequate care. Staff members who know or suspect
23 that any child is suffering from abuse or neglect shall report such harm immediately.³

24 The report shall include, to the extent known by the reporter:⁶

- 25 1. The name, address, telephone number, and age of the child;
- 26 2. The name, telephone number, and address of the parents or persons having custody of the child;
- 27 3. The nature and extent of the abuse or neglect; and
- 28 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
29 abuse or neglect.

30 The identity of the person reporting shall remain confidential except when the juvenile court
31 determines otherwise.

1 District employees shall keep all information regarding any child abuse confidential in accordance
2 with state law.

3 The Superintendent shall establish and disseminate procedures for reporting child abuse or neglect and
4 the investigation process.

5 **INVESTIGATIONS**

6 School administrators and employees have a duty to cooperate, provide assistance and information in
7 child abuse investigations⁷ including permitting child-abuse review teams to conduct interviews while
8 the child is at school. The principal may control the time, place and circumstances of the interview, but
9 may not insist that a school employee be present, even if the suspected abuser is a school employee or
10 another student. The principal is not in violation of any laws by failing to inform parents that the child
11 is to be interviewed, even if the suspected abuser is not a member of the child's household.⁸

Legal References

1. TCA 49-6-1601
2. TCA 37-1-408; Public Acts of 2022, Chapter No. 841
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); TCA 49-6-1601
5. Public Acts of 2022, Chapter No. 781
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Promoting Student Welfare 6.400

Monitoring: Review: Annually, in April	Descriptor Term: Reporting Child Abuse	Descriptor Code: 6.409	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school
5 and submit this information to the Department of Children’s Services;
6
7 2. Require that the Coordinator and the Alternate receive appropriate training;
8
9 3. Supply the Coordinator with all necessary resources;
10
11 4. Ensure that all employees working directly with students annually complete the child abuse
12 training program required by state law.²

13 The Coordinator shall assist any employee with appropriately reporting and responding to instances of
14 child abuse or child sexual abuse.

15 **REPORTING**

16 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel
17 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed
18 immediately with the Coordinator, the Department of Children's Services (DCS), and law
19 enforcement.⁴ When alleged abuse involves someone employed by, previously employed by, or
20 otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement
21 prior to notifying the Coordinator.⁵

22 The report shall include, to the extent known by the reporter:⁶

- 23 1. The name, address, telephone number, and age of the child;
24
25 2. The name, telephone number, and address of the parents or persons having custody of the child;
26
27 3. The nature and extent of the abuse or neglect; and
28
29 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
30 abuse or neglect.

31 The Director of Schools/designee shall develop reporting procedures, including sample indicators of
32 abuse and neglect, and shall disseminate the procedures to all school personnel.

1 **CONFIDENTIALITY**

2 District employees shall keep all information regarding any child abuse confidential in accordance
3 with state law.

4 **INVESTIGATIONS**

5 School administrators and employees have a duty to cooperate, provide assistance, and information in
6 child abuse investigations⁷ including permitting DCS teams to conduct interviews while the child is at
7 school. The principal may control the time, place, and circumstances of the interview but may not
8 insist that a school employee be present even if the suspected abuser is a school employee or another
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁸

Legal References

1. [TCA 49-6-1601; Public Acts of 2024, Chapter No. 571](#)
2. [TCA 37-1-408](#)
3. [TCA 37-1-403\(a\)\(1\); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605\(a\)\(4\)](#)
4. [TCA 37-1-403\(a\)\(2\); TCA 49-6-1601](#)
5. [TCA 49-6-1601\(d\)\(1\)\(B\)\(v\)](#)
6. [TCA 37-1-403\(b\)](#)
7. [TCA 37-1-611\(b\)](#)
8. [Tenn. Op. Atty. Gen. No. 87-101 \(June 9, 1987\)](#)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Promoting Student Welfare 6.400



State of Tennessee

PUBLIC CHAPTER NO. 571

SENATE BILL NO. 2582

By Taylor

Substituted for: House Bill No. 2687

By Doggett, Ragan, Eldridge, White, Moody, Hakeem, Faison, Davis, Bricken, Capley, Terry, McKenzie, Littleton, Camper, Hardaway

AN ACT to amend Tennessee Code Annotated, Title 37 and Title 49, relative to child abuse prevention.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-1304(a)(13), is amended by deleting subdivision (B) and substituting instead the following:

(B) Human trafficking in which the victim is a child; and

(C) Internet crimes against children involving sexting, sextortion, and the exploitation of a minor, which includes the following offenses:

(i) Solicitation of a minor, as defined in § 39-13-528;

(ii) Soliciting sexual exploitation of a minor, as defined in § 39-13-529(a);

(iii) Exploitation of a minor by electronic means, as defined in § 39-13-529(b);

(iv) Sexual exploitation of a minor, as defined in § 39-17-1003;

(v) Aggravated sexual exploitation of a minor, as defined in § 39-17-1004; and

(vi) Especially aggravated sexual exploitation of a minor, as defined in § 39-17-1005; and

SECTION 2. Tennessee Code Annotated, Section 49-6-1304, is amended by adding the following as a new subsection:

(c) The Tennessee joint task force on children's justice and child sexual abuse, established by the department of children's services pursuant to § 37-1-603, in consultation with the children's services advisory council, established by the commissioner of children's services or the commissioner's designee pursuant to § 37-5-105(12), shall annually recommend to the department of education age-appropriate curricula that LEAs and public charter schools may use to provide the instruction described in subdivision (a)(13). The department of education shall annually notify LEAs and public charter schools of the curricula recommended by the joint task force.

SECTION 3. Tennessee Code Annotated, Section 49-6-1601, is amended by deleting subsection (g) and substituting instead the following:

(g) At the beginning of each school year, each LEA and public charter school shall submit the following to the department of children's services:

(1) The contact information of each child abuse coordinator and alternative child abuse coordinator for the LEA or public charter school;

(2) The contact information of each LEA or public charter school employee, community partner, or trained professional providing instruction of a family life curriculum in accordance with § 49-6-1304(a)(13); and

(3) The curriculum selected by the LEA or public charter school to provide the instruction required in § 49-6-1304(a)(13).

SECTION 4. This act takes effect July 1, 2024, the public welfare requiring it, and applies to the 2024-2025 school year and each school year thereafter.

SENATE BILL NO. 2582

PASSED: March 4, 2024



RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 15th day of March 2024



BILL LEE, GOVERNOR

Kingsport City Schools Visitor Code of Conduct

Persons other than faculty, staff, and students, referred to herein as Visitors, are subject to the requirements and consequences of this Code of Conduct. Visitors are expected to exhibit particular behaviors such as the use of appropriate language, demonstrate respect for the person and property of others, and promote and maintain a safe, secure, and peaceful educational setting that promotes learning and positive character development.

Pursuant to this Code of Conduct the following acts or behaviors of Visitors are prohibited:

- Acts which would constitute a violation of federal law, state law, City of Kingsport ordinance, or board policy;
- Boisterous or belligerent conduct or physical acts which would disrupt or threaten to disrupt school operations including but not limited to educational settings, school sponsored activities, and transportation of students;
- Entry into restricted areas of school property without proper authorization or the willful attempted entry into restricted areas in the absence of a reasonable belief that authorization had been granted;
- Acting in an unsafe manner that poses a threat to the health or safety of others;
- Verbal or written statements or gestures which demonstrate an intent to harm an individual or property;
- The making of any video recordings where there is an expectation of privacy, including but not limited to classrooms, restrooms, or locker rooms;
- The distribution or wearing of apparel which promotes illegal drugs, promotes illegal activities, or which cause a material disruption on school grounds or may reasonably be foreseen to cause a material disruption; or
- Acts intended to or that do cause harm to an individual or damage property.

A visitor who engages in any of the conduct prohibited pursuant to this code of conduct may at the discretion of the principal for the school at which the prohibited conduct occurs:

- be excluded from particular activities on school grounds,
- have access to school grounds limited, or
- be excluded from school grounds.

The duration of the foregoing consequences shall be for so long as deemed necessary by the principal but in no event shall be for more than one calendar year per violation.

Notwithstanding the foregoing, a visitor's access to public meetings of the Board of Education shall not be limited or denied pursuant to this policy.

If you have questions regarding this Visitor Code of Conduct, please refer to the Kingsport Board of Education online Policy manual at www.k12k.com (Policy 1.501 – Visitors to the Schools) or contact the school principal at <insert principal name and school phone number>.

Pursuant to Tenn. Code Ann. § 49-6-4003, prior to its adoption, this code of conduct has been reviewed for its legality and constitutionality by City Attorney Rodney B. Rowlett, III, whose Board of Professional Responsibility Number is 030330.

Adopted this 13th day of August, 2024

Kingsport Board of Education Officers Election Ballot for FY 2024-2025

Listed below are the candidates nominated for Board of Education officers for FY 2024-2025. Please mark one circle in each category to vote for your choice for Board President and Vice President. The newly elected officers will serve a 12-month term from September 1, 2024 – August 31, 2025.

Signature: _____ Date: _____

1. Board President Candidates

Melissa Woods

2. Board Vice President Candidates

Dr. Brandon Fletcher

Todd Golden

