



Tuesday, July 8, 2025
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 - Harmony Gordon
 - 1.2. Additions to and/or Acceptance of the Agenda (Mrs. Melissa Woods)
2. **SPECIAL PRESENTATION**
 - 2.1. Tennessee School Boards Association Board of Distinction Presentation (Mrs. Melissa Woods)
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA**
 - 4.1. Personnel Considerations (Mrs. Jennifer Guthrie)
 - 4.2. Approval of Minutes - June 10, 2025 BOE Regular Monthly Meeting (Mrs. Melissa Woods)
 - 4.3. Approval of Projected Annual School Board Agenda for FY 2025-2026 (Mrs. Melissa Woods)
 - 4.4. Approval of Student Disciplinary Hearing Authority for 2025-2026 (Mr. Jim Nash)
 - 4.5. Approval of School Fees for SY 2025-2026 (Dr. Andy True)
 - 4.6. Approval of Differentiated Pay Plan for 2025-2026 School Year (Mrs. Jennifer Guthrie)
 - 4.7. Approval of Renewal Contractual Agreement with Frontier Health/Holston Children and Youth Services (Mr. David Frye)
 - 4.8. Approval of Renewal Memorandum of Understanding with Clarvida/Camelot Care Centers, Inc. (Mr. David Frye)
 - 4.9. Approval of Services Agreement with Blue Ridge Medical Management Corporation (Mr. David Frye)
 - 4.10. Approval of Renewal Agreement with ESS South Central, LLC for Substitute Staffing Services for FY 2025-2026 (Mr. David Frye)
5. **BUSINESS ITEMS**
 - 5.1. Consideration of Superintendent Employment Contract Renewal (Mrs. Melissa Woods/Mr. Bart Rowlett)
 - 5.2. Approval of Policies on First Reading (Dr. Andy True)
6. **TIME AND DATES OF MEETINGS**
 - 6.1. July 18-19, 2025 - TSBA Summer Law Institute (Gatlinburg)
 - 6.2. July 22, 2025 - BOE Work Session (6:00 PM)
 - 6.3. August 12, 2025 - BOE Regular Monthly Meeting (6:00 PM)
 - 6.4. August 25, 2025 - TSBA Fall District Meeting (5:00 PM - Hamblen County)
 - 6.5. August 26, 2025 - BOE Work Session (6:00 PM)
7. **ADJOURNMENT**

Kingsport City Schools Board of Education Regular Meeting Minutes June 10, 2025

The Kingsport City Schools Board of Education Regular Meeting was held on Tuesday, June 10, 2025, in the Administrative Support Center, Tennessee Room (3rd Floor) at 6:00 PM. The following Board of Education members were in attendance.

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

1. CALL TO ORDER

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

1.1. Pledge of Allegiance - Clara Robbins

Kennedy Elementary School student Clara Robbins led the Board of Education and the audience in the Pledge of Allegiance.

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

A motion was made by Dr. Brandon Fletcher (Vice President) and seconded by Jamie Jackson to accept the agenda as presented. The motion carried by a vote of Yea: 3, Nay: 0.

2. RECOGNITIONS

2.1. Lacey Brotherton and Lilianna Mangipinto, Tennessee STEM Innovation Network 2025 Statewide Design Challenge High School Level Winners (Mrs. Jackson)

Mrs. Jamie Jackson recognized D-B EXCEL students Lacey Brotherton and Lilianna Mangipinto for being named the high school winners in the 2025 Tennessee STEM Innovation Network 2025 Statewide Design Challenge. The name of their project was "Mental Health Better Life." The students pitched their ideas to a panel of expert judges in March, with the top four teams advancing to the regional competition for a chance to pitch their idea at the state-level competition in April. Ms. Antonia Adinolfi, DBE Science and Career & Technical Education teacher, oversees the design challenge each year.

2.2. Mason Jakob and Noah Watkins, Individual State Champions in Wrestling (Dr. Brandon Fletcher)

Dr. Brandon Fletcher recognized two members of the Dobyys-Bennett High School Wrestling team for winning individual state championships. Mason Jakob won his third state individual championship and finished the season with a 40-2 record. Noah Watkins won his first state individual championship

and finished the season with a 38-4 record. The D-B wrestling team is coached by head coach Wesley Idlette and assistant coaches Jake Mullins and PJ Ryan.

3. PUBLIC COMMENT

There was no public comment.

4. CONSENT AGENDA

- 4.1. Personnel Considerations (Mrs. Jennifer Guthrie)
- 4.2. Approval of Minutes - May 13, 2025 BOE Regular Monthly Meeting (Mrs. Melissa Woods)
- 4.3. Approval of Consolidated Application for Federal Program FY 2025-2026 (Dr. Rhonda Stringham)
- 4.4. Approval of Kingsport City Schools Employee Benefit Change (Mrs. Jennifer Guthrie)
- 4.5. Approval of Surplus Property (Mr. David Frye)
- 4.6. Approval to Renew Instructure Mastery View Predictive Assessments (Mr. David Frye)
- 4.7. Approval to Renew Canvas Subscription (Mr. David Frye)
- 4.8. Approval to Extend State of Tennessee Department of Environment and Conservation Agreement Allowing Access to Property for Air Monitoring at Jefferson Elementary School (Mr. David Frye)

5. BUSINESS ITEMS

- 5.1. Approval of Revised Random Drug Testing Regulations and Procedures (Dr. Andy True)

Dr. Andy True, Assistant Superintendent - Administration, reviewed recommended revisions to the Kingsport City Schools Random Drug Testing Regulations and Procedures which were implemented at the beginning of the 2024-2025 school year. Board Policy 6.3071 states that students in grades 9-12 participating in voluntary extracurricular activities are subject to random drug testing. Several minor revisions to the regulations and procedures were recommended by KCS administration based on a review of how the testing process was facilitated and operated during year one in 2024-2025. Proposed revisions were primarily issues that the administration felt required additional clarification, based on the experience of the 2024-2025 testing year.

At the July Board meeting, Mr. Jim Nash, Chief Student Services Officer, will review data from the past year's implementation of random drug testing of high school students participating in voluntary extracurricular activities.

Dr. Chris Hampton stated it was an exceptional first year of the testing

process and expressed appreciation to Ballard Health, Dr. True, Mr. Nash, and staff members involved at the school level.

A motion was made by Jamie Jackson and seconded by Dr. Brandon Fletcher (Vice President) to approve proposed revisions to the Kingsport City Schools Random Drug Testing Regulations and Procedures for the 2025-2026 school year. The motion carried by a vote of Yea: 3, Nay: 0.

5.2. Approval of Revised Kingsport City Schools FY 2025-2026 Budget (Mr. David Frye)

Mr. David Frye, Chief Finance Officer, presented a revised KCS FY 2025-2026 Budget for approval. The proposed revision reflects no change to the overall budget amount. However, Transfers from the City for Operations for an additional \$1,000,000 wasn't approved by the Kingsport Board of Mayor and Aldermen. Therefore, the revised budget reflects the removal of an increase in transfers from the City of Kingsport (now showing no increase from last year's budget). An increase in the Fund Balance appropriation was made to offset the lack of revenue increase, as well as an update to the current and projected Unreserved Fund Balance amounts. This represents an Unreserved Fund that is 7.1 percent of the FY 2025-2026 General Purpose School Fund budget.

A motion was made by Dr. Brandon Fletcher (Vice President) and seconded by Jamie Jackson to approve the amended Kingsport City Schools FY 2025-2026 Budget. The motion carried by a vote of Yea: 3, Nay: 0.

6. TIME AND DATES OF MEETINGS

- 6.1. July 8, 2025 - BOE Regular Monthly Meeting (6:00 PM)
- 6.2. July 18-19, 2025 - TSBA Summer Law Institute (Gatlinburg)
- 6.3. July 22, 2025 - BOE Work Session (6:00 PM)
- 6.4. August 12, 2025 - BOE Regular Monthly Meeting (6:00 PM)
- 6.5. August 25, 2025 - TSBA Fall District Meeting (5:00 PM - Hamblen County)

7. ADJOURNMENT

Mrs. Woods reported the Board would not have a work session in June.

Dr. Hampton stated the school year ended in May and KCS was well into summer academic camps and athletic programs taking place. He reported some initial data has been received from spring testing, which indicated some very impressive gains in every level in K-5 and consistently in the other grades. He noted the data goes back to committed educators, impassioned leaders, and invested students and families.

Dr. Hampton indicated KCS will be louder and prouder in the coming year regarding the success of the district to demonstrate to the district's funding body and Sullivan County Commission for them to understand why investing in KCS

is so important. He noted the \$1,000,000 appropriation of City of Kingsport funds away from KCS severely impacted the upcoming 2025-2026 school year's budget. The district is creating new Fast Facts and will focus on the decision at the Sullivan County Commission meeting that affected all three school districts in the county. KCS staff will provide information to citizens regarding voting and/or running for election. KCS will share this information with boosters, parents, staff, and local legislators to show clearly what the district has lost due to decreased funding. At this point, nothing has been cut from the budget. The district will continue as usual by using some of the fund balance. However, there is only so much that can be cut. The next step would be to start looking at people, which isn't something leadership wants to happen. The district should be funded at the level it used to be prior to the budget reduction by the Sullivan County Commission.

Mrs. Woods announced there were 24 county commissioners with 13 affecting Kingsport proper. All commissioners voted to decrease funding for education. She encouraged everyone to contact their commissioners and let them know how they feel. There are some additional commissioner meetings since the budget hasn't been finalized. KCS wants to continue to educate the whole-child and does not want to cut programs such as fine arts, athletics, etc. The funding reduction affects all three school districts in Sullivan County.

Mrs. Woods adjourned the meeting at 6:43 p.m.

Mrs. Melissa Woods, Board President

Vivian L. Altizer, Board Secretary

July

Business Meeting

- Approval of SDHA (consent)
- Approval of Projected School Board Annual Agenda (consent)
- Approval of School Fees (consent)
- Set BOE meeting schedule (consent)
- Differentiated Pay Plan (consent)
- Policy Approval? (I know this will continue throughout the fall)

Work Session

- Report of Students Services
- Policy Review

August

Business Meeting

- BOE Officer Election
- Fourth Quarter Donation Report (Fiscal 25)
- Quarterly Financial Report (Q4 fiscal 25)
- Policy Vote

Work Session

- Report on Summer Learning
- 2024-25 Facilities/Maintenance Report
- Curriculum and Instruction Report
- Policy Review

September

Business Meeting

- Review of BOE Responsibilities
- Banking Resolutions
- Policy Vote

Work Session

- BOE Committee Meeting Assignments
- Technology Report
- Draft Calendar Review
- Early Childhood Report/Overview
- Policy Review

October

Business Meeting

- Adopt 2026-2027 School Calendar
- Recognize National Merit Semifinalists and Commended Students
- Policy Vote

Work Session

- 2024-2025 Audit Report
- KCS Education Foundation Report
- 1st Quarter Donation Report

November

Business Meeting

- Review and Approve KCS Strategic Plan (Reviewed in Retreat)
- American Education Week announcement

Work Session

- Report on Threats of Violence
- LEA Compliance Report
- Quarterly Data Review (Benchmarks/Attendance)

December

Business Meeting

- Annual Christmas Card Recognition
- All-State Athlete Recognition (Fall)
- TVAAS Level 5 School Recognition
- School Grade Recognition
- Set Budget timeline
- Surplus Property Distribution
- Quarterly Financial Report (Q1 fiscal 26)

January

Business Meeting

- Tenure Consideration

Work Session

- Report on Threats of Violence
- District TOY, POY, SOY winners
- Budget Materials Review
- Quarterly Data Review (Benchmarks/Attendance)
- Superintendent Mid-Year Strategic Plan Data Review
- School Board Appreciation Week presentations

February

Business Meeting

- Second Quarter Donation Report
- Recognize National Merit Finalists

Work Session

- Communications Report

March

Business Meeting

- Quarterly Financial Report (Q2 fiscal 26)

Work Session

April

Business Meeting

- Band, Chorus, and Orchestra All-State Student Recognition
- Special Course Approval
- Fiscal 27 Budget Presentation
- Quarterly Financial Report (Q3 fiscal 26)

Work Session

- SCOPE Student Recognition/Report
- Report on Threats of Violence
- Superintendent Self-Evaluation
- Quarterly Data Review (Benchmarks/Attendance)
- Employee Survey for Superintendent Evaluation from the BOE
- AI Policy Report to the board detailing approved platforms and compliance

May

Business Meeting

- Third Quarter Donation Report
- Fiscal 27 Budget Approval
- Teacher Appreciation Week Announcement
- Food and Nutrition Meal Price Consideration

June

Business Meeting

- Superintendent Review/Contract Adjustment
- Report on Year Two of Random Drug Testing/Overview of Year Two
- Consolidated Plan for Federal Programs Approval
- Approval of Differentiated Pay Plan
- All-State Athlete Recognition (Winter/Spring)

Memo

To: Vivian Altizer
From: Jim Nash
cc: Tate, Jones, and Wolf
Date: 6/20/2025
Re: SDHA Committee 2025-26

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

Jim Nash, Chief Student Services Officer

Matthew Smith, Attendance Supervisor

Amanda Arnold, Assistant Principal at Dobyons-Bennett High School

Ben Robertson, Assistant Director of Special Education

Caitlin Armstrong, Associate Principal at George Washington Elementary School

Kingsport City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Disciplinary Hearing Authority	Descriptor Code: 6.317	Issued Date: 07/11/23
		Rescinds: 6.317	Issued: 11/12/19

1 The Board shall establish a Disciplinary Hearing Authority (DHA) to conduct appeal hearings, if
2 requested, for students who have been suspended/expelled/remanded for more than ten (10) days.¹ The
3 Board shall appoint members to the DHA which shall consist of a minimum of three (3) members,
4 (maximum number must not exceed total membership of Board) at least two (2) of which shall be
5 licensed employees of the board, appointed to one (1) year terms and subject to reappointment. Board
6 members shall not serve on the DHA.

7 The director of schools shall appoint a chairman of the DHA from the members appointed by the
8 Board. The chairman shall perform the following duties:

- 9 1. Identify the members of the DHA assigned to hear each individual case;
- 10 2. Prepare and disseminate the minutes of each meeting; and
- 11 3. Set the time, place and date for each hearing.

12 At the conclusion of each hearing, the chairman shall sign and maintain a copy of the minutes of the
13 meeting.

14 The DHA shall notify the parent or guardian of the student, the student, and any other appropriate
15 person of the time, place and date of the hearing within forty-eight (48) hours of receiving notification
16 of the suspension/expulsion.

17 Each hearing shall be conducted by at least three (3) members of the DHA, one of which must be a
18 licensed employee of the Board. The hearing must be held, a decision must be rendered, and
19 notification of the decision must be provided to the parents and/or student and the principal no later
20 than ten (10) days after the beginning of the suspension/expulsion.¹ Notification of the decision shall
21 include a statement of the right of either party within five (5) days after receiving the decision to
22 request a review by the Board.

23 The DHA may take the following disciplinary actions:²

- 24 1. Affirm the decision of the school principal;
- 25 2. Order removal of the suspension/expulsion unconditionally;
- 26 3. Order removal of the suspension/expulsion upon such terms and conditions as it deems
27 reasonable;

1 4. Remand the student to alternative placement; or

2 5. Suspend/Expel/Remand the student for a specified period of time.*

3 If the student, principal, principal-teacher or assistant principal requests a review, then the Board shall
4 either review the record or grant a second hearing.

5 If the Board chooses to review the record it shall:

6 1. Affirm the decision of the hearing authority; or

7 2. Modify the decision to a lesser penalty*; or

8 3. Grant a hearing before the Board.

9 If the Board chooses to grant a hearing, it may:

10 1. Affirm the decision of the hearing authority; or

11 2. Modify the decision in any manner*; or

12 3. Impose a more severe penalty than that of the hearing authority.³

13 The notice of the hearing shall include a statement that, unless the student's parent or guardian requests
14 an open hearing in writing within five (5) days of receipt of the notice, any hearing will be closed to
15 the public.³

16 * **Note: Zero-tolerance offenses set forth in statute (firearms, drug possession and battery upon**
17 **a school employee) require mandatory calendar year expulsion or assignment to alternative**
18 **placement for a calendar year unless modified by the director of schools.**

Legal References

1. TCA 49-6-3401(c)(4)(A)
2. TCA 49-6-3401(c)(5)
3. TCA 49-6-3401(c)(6)

Cross References

Procedural Due Process 6.302
Suspension/Expulsion/Remand 6.316
Alternative School Programs 6.319
Student Records 6.600



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July 8, 2025

To the families of Kingsport City School students,

Kingsport City Schools wishes to inform you of the Tennessee State Board of Education's directive regarding school fees.

According to the Board, "No fees may be required of any student, regardless of financial status (including eligibility for free or reduced price lunch) as a condition of attending public schools or using its equipment while receiving educational training. Before fees may be requested, they must be authorized by the (local) board of education."

Kingsport Board of Education Policy 6.709 requires annual review and approval of a list of all school fees. The list of approved school fees for 2025-2026 can be located on the KCS website at www.k12k.com. For additional information on the fee waiver process, please contact your child's school.

Items such as fines, charges for lost or damaged academic materials, refundable deposits, cost to participate in not-for-credit extracurricular activities, and field trips outside of the school day are not considered to be school fees.

Kingsport City Schools hopes that you will continue to partner with our schools through volunteerism and monetary contributions so we can ensure these valuable programs will remain a part of the school experience.

Sincerely,

A handwritten signature in cursive script that reads "Chris Hampton".

Dr. Chris Hampton
Superintendent of Schools



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

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

2025-2026 Kingsport City Schools Fees

Fee Category	Fee	School
Local Field Trips	TBD	District-Wide
Extended Field Trips	TBD	District-Wide
Art Supply Fees		
Advanced Drawing Supplies	\$30 Max	Dobyns-Bennett High School
Advanced Pottery Supplies	\$30 Max	Dobyns-Bennett High School
Art & Design Supplies	\$30 Max	Dobyns-Bennett High School
Drawing Supplies	\$30 Max	Dobyns-Bennett High School
Fiber Arts Supplies	\$30 Max	Dobyns-Bennett High School
Intro to Visual Arts	\$30 Max	Dobyns-Bennett High School
Painting Supplies	\$30 Max	Dobyns-Bennett High School
Pottery Supplies	\$30 Max	Dobyns-Bennett High School
Classroom Magazine/Journal Fees	\$5 Max	District-Wide
Performing Arts Fees		
Band Dues	\$325	Dobyns-Bennett High School
Band Dues	\$50	Sevier/Robinson Middle Schools
Band Shoes	\$30	Dobyns-Bennett High School
Color Guard Warm-up	\$55	Dobyns-Bennett High School
Color Guard Equipment Bag	\$25	Dobyns-Bennett High School
Color Guard Shoes	\$30	Dobyns-Bennett High School
Chorus Costume	\$50	Dobyns-Bennett High School
Orchestra Fees	\$75	Dobyns-Bennett High School
Orchestra Fees	\$50	Sevier/Robinson Middle Schools
Orchestra, Band, Chorus Shirts	\$15-20	Sevier/Robinson Middle Schools
Recorder Fees	\$5 Max	Elementary Schools

Kingsport City Board of Education

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

1 FEES¹

2 School fees are defined as follows:

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

12 School fees are not:

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

23 No fee will be charged any student as a condition to attending school, but students shall be responsible

24 for normal school supplies, such as pencils and paper.

25 School fees shall be waived for students who receive free or reduced-price school lunches.¹ The

26 application for determining eligibility for free or reduced-price lunches on a form supplied by the State

27 Department of Education shall be used to verify student eligibility for fee waivers.

28 At the beginning of the school year, each principal shall be responsible for providing to all students

29 and their parents or guardians written notice of the required student fees and the process for fee waiver

30 for students who receive free or reduced-price lunches. The parent or guardian of an eligible student

31 must sign the appropriate application for free or reduced-price lunches and the waiver of school fees,

32 but may pay for all or a portion of the school fees.

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

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

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

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

13 **FINES²**

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

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

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

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

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

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

Legal References

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

Cross References

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

2025-26 Differentiated Pay Plan Submission Template

Purpose of this Document

- The document includes two required sections where districts will describe their proposed **2025-26 differentiated pay plans**. Please enter the district's 2025-26 differentiated pay plans into the required template. All districts are required to resubmit their differentiated pay plan even if no changes are being made.

Helpful Submission Tips

- **All salary schedules must be submitted as EXCEL files. Save file as "DistrictNameSalScheduleFY25."**
- Districts can propose an **alternative salary schedule** for 2025-26 as their differentiated pay plan AND will need to complete a short addendum, found [here](#).
 - **For example, if the district is no longer recognizing advanced degrees as aligned to the state's minimum salary schedule, these changes to the district salary schedule must be approved by the State Board of Education.**
 - **For districts with an existing, approved alternative salary schedule, please contact Sylvia Flowers (Sylvia.Flowers@tn.gov) if the district is considering making any changes to its current salary schedule.**
- A complete copy of the differentiated pay policy can be found [here](#). See Section III for a list of the common differentiated pay terms used throughout this document.

All differentiated pay plans and salary schedules should be submitted to Compensation.Questions@tn.gov no later than **July 1, 2025**. The department will post the final differentiated pay plans and salary schedules [here](#) on the website.

I. 2025-26 Differentiated Pay Plan (Required Section)*

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

Kingsport City Schools
2025-26 Differentiated Pay Plan

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

			students requiring Speech/Language support.		
Hard-to-Staff (School, Subject, or Placement)	<p>The district will waive or reduce tuition fees for teacher/parents living outside the Kingsport city limits, with children attending KCS, teaching in hard-to-fill positions, as defined by the Executive Committee of the Board of Education.</p> <ul style="list-style-type: none"> Any current KCS teacher or teacher candidate for a hard-to-fill position, living outside the city limits, with children attending KCS is eligible. 	<p>The award will be given as a monthly waiver of tuition fees owed. The amount of waived tuition is variable, dependent on the residency location of the employee (Sullivan County - \$600/year; All other TN Counties - \$1,200/year).</p>	<p>The amount of teachers eligible for the award is dependent on the identification of hard-to-fill subject areas (as determined yearly by the Executive Committee of the BOE).</p> <p>It is estimated that the maximum number of employees designated by the BOE Executive Committee would be zero to two per year.</p>	<p>The estimated total amount of waived tuition would range from \$0 to \$6,400 per year (zero to two tuition waivers at the maximum amount level).</p>	<p>The award will compromise less than 4% of the total expected tuition revenue.</p>
Hard-to-Staff (School, Subject, or Placement)	<ul style="list-style-type: none"> The district will provide a recruitment bonus to hire the most desirable candidate when the pool of applicants is inadequate to fill an identified position, as justified to the Executive Committee of the Board of Education by the Chief Human Resource Officer. 	<p>The award will be given as a one-time bonus of up to \$10,000 upon employment by KCS.</p>	<p>Candidate eligibility will be determined on an individual basis by the Chief Human Resource Officer and the Executive Committee of the BOE, based on an inadequate applicant pool in hard-to-fill areas. These could include (but are not limited to)</p>	<p>The estimated total for this bonus is \$0 to \$10,000 per year (zero to one participant at a maximum bonus of \$10,000).</p>	<p>This will comprise less than 1% of the district's annual salary costs.</p>

			<p>speech/language pathology, special education, special education vision, special education hearing, ESL, math, chemistry, physics, foreign language, advanced placement courses, and certain career-technical areas.</p> <p>It is estimated that zero to one teacher a year could be eligible for the award.</p>		
Additional Instructional Roles or Responsibilities	Variety of leadership responsibilities for both staff and students including new teacher mentors, teacher leaders, developing assessments and academic content, ensuring teacher commitment to KCS scope and sequence.	Compensation is provided by stipend paid in amounts ranging from \$100 to \$3,000 annually	Approximately 300 certified faculty typically receive some level of compensation for these roles.	The estimated cost for this is \$220,000 annually.	This will comprise of less than 2% of the district's annual salary expenditure.
Education*	The district will reimburse current teachers with passing scores for Praxis testing fees in hard to fill subject areas and/or to hire and retain highly qualified teachers. Factors taken into consideration may be, without limitation:	Compensation will be provided as a one-time reimbursement of Praxis testing fees once certification of passing results has occurred. Qualifying amount will vary dependent on test	Any current KCS teacher that adds a new endorsement area through the act of passing a Praxis test is eligible for the reimbursement.	The estimated total for this reimbursement is \$0 to \$750 per year (zero to five teachers at a current maximum of \$150 per	This will compromise less than 1% of the district's salary expenditures.

	<ul style="list-style-type: none"> • Applicable subject areas needed; • Staffing levels and availability of applicant pool; • Qualifications of candidates such as years of experience, available performance data, evaluations, higher education performance, industry experience as applicable. • Minority status of the teacher or candidate as reflective of student population. 	<p>passed (currently, up to \$150, based on Praxis Test Fee schedule).</p>	<p>Based on current need and staffing, the district anticipates that zero to five teachers a year will receive this incentive.</p>	<p>endorsement/ passed Praxis test.</p>	
<p><i>Education*</i></p>	<p>The district will pay for graduate courses that will enable current KCS teachers to add endorsements in potentially hard-to-fill subject areas where PRAXIS testing will not be sufficient to add an endorsement.</p> <p>KCS teachers currently employed in large applicant pool positions (e.g. Elementary/Middle English, History) seeking an endorsement in the targeted areas of speech/language teacher, speech/language pathologist, or special education vision are eligible. Eligibility will be determined based on an application</p>	<p>Compensation will be provided as a one-time reimbursement of 50-100% of course tuition and fees.</p>	<p>This award may be available to any current KCS teacher, dependent on a review of teaching areas with large available applicant pools, as identified by the Superintendent and Assistant Superintendent.</p>	<p>The estimated total for this reimbursement is \$0 to \$1,000 per year (zero to one participant at an estimated maximum of \$1,000 per course).</p>	<p>This will compromise less than 1% of the district's salary expenditures.</p>

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

	<ul style="list-style-type: none"> • Applicable subject areas needed; • Staffing levels and availability of applicant pool; • Qualifications of candidates such as years of experience, available performance data, evaluations, higher education performance, industry experience as applicable; 		<p>staff/student demographics.</p> <p>It is estimated that zero to one teacher a year could be eligible for the award.</p>	<p>maximum bonus of \$10,000).</p>	
Other	<p>The district may waive or reduce tuition fees as needed for a highly qualified teaching candidates living outside the Kingsport city limits, with children attending KCS,</p> <ul style="list-style-type: none"> • Applicable subject areas needed; • Staffing levels and availability of applicant pool; • Qualifications of candidates such as years of experience, available performance data, evaluations, higher education performance, industry experience as applicable; 	<p>The award will be given as a monthly waiver of tuition fees owed. The amount of waived tuition is variable, dependent on the residency location of the employee (Sullivan County - \$600/year; All other TN Counties - \$1,200/year).</p>	<p>It is estimated that the maximum number of employees designated by the BOE Executive Committee would be zero to two per year.</p>	<p>The estimated total amount of waived tuition would range from \$0 to \$6,400 per year (zero to two tuition waivers at the maximum amount level).</p>	<p>The award will compromise less than 4% of the total expected tuition revenue.</p>

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

II. Implementation Update on 2024-25 (Required Section)*

Please provide information regarding the amount and number of stipends or awards that were paid to teachers in 2023-24.

Differentiated Elements	Actual Total Expenditures from 2023-24	# of Teachers who Received Payout	Total # of Teachers Eligible	Amount of Payouts for Teachers	Date of Payouts
Hard-to-Staff (School, Subject, or Placement)	\$			\$	
Performance	\$			\$	
Additional Instructional Roles or Responsibilities	\$ 119,112	259	640	\$ 460	All Year
Education*	\$ 50,550	12	12	\$ 4,400	All Year
Experience*	\$ 345,597	62	62	\$ 5,574	All Year
Other (please describe)	\$			\$	
Total:	\$ 515,259	333	640 (Duplicated Count)	\$ 1,547	All Year
Total number of certified teachers in your district			621		
If the district has a performance element, what year's evaluation data was utilized for the payout? (e.g. 2024-25)					

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

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

III. Common Differentiated Pay Terms

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



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 8, 2025

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

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

The total agreement will not exceed \$140,000.00 and funding for this agreement is contained in General Purpose fund 141-7250-773.03-99.

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FRONTIER HEALTH
Holston Children and Youth Services
And
City of Kingsport for its
KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT
Local Program
SY 2025-2026

PARTIES:

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

CONTRACT:

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

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

all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System.

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

care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

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

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

ASSURANCES:

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

- A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
- B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

OTHER PROVISIONS:

- A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing.
- B. This Contract shall be effective as of July 1, 2025 through June 30, 2026.
- C. This Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.

D. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

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

Frontier Health

**City of Kingsport, Tennessee on behalf of its
Kingsport City Schools**

Signature

Paul W. Montgomery
Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 8, 2025

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

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

This Agreement is for school year 2025-2026, starting August 2025 and ending May 2026. The agreement will not exceed \$195,000.00 and funding will be from the following accounts:

School General Purpose Fund 141-7250-773.03-99	\$45,000
Coordinated School Health Fund (CSH026) 141-7250-772.03-99	\$18,000
Safe Schools Grant Fund (SSA026) 141-7250-773.03-99	\$132,000

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 16th day of July 2026, by and between the City of Kingsport for its Kingsport City School System ("School System") and Clarvida a/k/a Camelot Care Centers, Inc. ("Provider").

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

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

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

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

5. Expectations for School:
 - a. Refer children who have been identified as needing services to Provider for assessment.
 - b. Provide appropriate workspace for Provider's staff during regular School business hours, including, but not limited to:
 - (i) Private space for use during times when individual therapy or parent meetings are necessary.
 - (ii) Private group meeting space for group therapy.
 - (iii) Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
 - c. Provide access to and use of classroom materials for therapeutic activities.
 - d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
 - e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.
6. Expectations of Provider:
 - a. Provide clinically competent services within the dynamics of a school milieu.
 - b. Be accountable for its staff involved in the provision of services at School.
 - c. Provide all staff supplies and equipment needed for the provision of services at School.
 - d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
 - e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
7. Duration of Agreement: This Agreement is for school year 2025-2026, starting August 2025 and ending May 2026. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.
8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.
9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee not to exceed One Hundred Ninety-Five Thousand Dollars and No Cents (\$195,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices neither of which shall exceed \$99,000.00 to the School System. One invoice issued in December 2025 and one in May 2026. In the event that Provider has less staff than mentioned in paragraph 2, the School System will pay \$15,000 per qualified mental health professional provided.
10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.
11. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and, therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."

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

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

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

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

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

Notice to School System shall be sent to the following:

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

Notice to Provider shall be sent to the following:

Aaron Shankle, MA
Director of Business Development
Camelot Care Centers, Inc.
2971 Fort Henry Drive
Kingsport, TN 37664
423-392-2975 Ext. 1010
ashankle@camelotcare.com

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

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

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

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

Agreed and Accepted by:

PROVIDER:
CLARVIDA FORMERLY KNOWN AS
CAMELOT CARE CENTERS, INC.

SCHOOL SYSTEM:
CITY OF KINGSPORT FOR ITS
KINGSPORT CITY SCHOOLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: July 8, 2025

SUBJECT: Renewal of Agreement with Blue Ridge Medical Management Corporation

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

Total expenditures for FY25 were \$9,013.35. The agreement total will not exceed \$15,000.00 and funding for this agreement is contained in General Purpose fund 141-7250-773.03-99.

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**ADDENDUM TO
AGREEMENT FOR SERVICES**

On November 7, 2024, an Agreement for Kingsport City Schools Extracurricular Student Drug Screening was entered into by and between Blue Ridge Medical Management Corporation (hereinafter Company) and the City of Kingsport for its Kingsport City Schools (hereinafter KCS). The terms of the Agreement are hereby amended as set forth herein.

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 31, 2025 to July 30, 2026.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, July 30, 2026. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means KCS has insufficient funds to pay on June 30), KCS shall have no obligation to pay any additional costs.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

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

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

BLUE RIDGE MEDICAL MANAGEMENT CORPORATION
403 Princeton Road, Suite 3
Johnson City, TN 37601

CITY OF KINGSPORT FOR ITS
KINGSPORT CITY SCHOOLS
400 Clinchfield Street, Suite 200
Kingsport, TN 37660

By: _____

By: _____
Christopher Hampton

Date: _____

Date: _____

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer

DATE: July 8, 2025

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

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

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

The administration recommends approving Addendum 12 which extends the agreement through school year 2026.

Funding for this service comes from General Purpose School Fund.

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ADDENDUM TO EXTEND AGREEMENT

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

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2025;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2026 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2025 through June 30, 2026;
2. Effective July 1, 2025, Addendum “A” to the Agreement, Pricing, is amended as per the attached revised Addendum “A”;
3. This Agreement will automatically renew for additional one (1) year periods unless either party provides written notice of termination at least ninety days prior to the end of the fiscal school year.
4. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

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

Kingsport City Schools

By _____
Signature

Name and Title

Date _____

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

**EXHIBIT A
Pricing Plan**

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

CONTRACT OF EMPLOYMENT

This Contract of Employment, hereinafter called the "Contract" is entered into this 8th day of July, 2025 by and between the Board of Education of the City of Kingsport, Tennessee, hereinafter called the "BOARD" and Dr. Christopher M. Hampton, hereinafter called the "SUPERINTENDENT".

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

SECTION 1. TERM OF CONTRACT. The BOARD, in accordance with its action as found in the Minutes of its meeting held on the 8th day of July, 2025, hereby employs the SUPERINTENDENT and the SUPERINTENDENT accepts such employment in accordance with the terms and conditions found herein for a term of forty-eight (48) months beginning on the 1st day of July, 2025 and ending at midnight on the 30th day of June, 2029. The parties may renew or amend this Contract as provided in Section 23 herein. However if the BOARD does not act to extend the Contract on or before six (6) months prior to the expiration date of the Contract, such failure to act will serve as notice to the SUPERINTENDENT that the BOARD does not intend to renew the Contract.

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

SECTION 3. DUTIES.

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

B. The SUPERINTENDENT will devote such time and energy as necessary to perform the duties required in accordance with this Section 3. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the SUPERINTENDENT to work during times other than normal business hours.

SECTION 4. ASSUMPTION OF DUTIES. The SUPERINTENDENT shall assume the duties of superintendent pursuant to this Contract of Employment effective July 1st, 2025.

SECTION 5. BASE SALARY. The BOARD will pay the SUPERINTENDENT an annual base salary during the term of this Contract of TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED THIRTY TWO AND NO/100 dollars (\$208,532). The BOARD will pay the

SUPERINTENDENT the base salary in bi-weekly equal installments in accordance with board policy. Beginning on July 1st, 2026, and each July 1st, thereafter during the term of this Contract, subject to satisfactory performance by the SUPERINTENDENT as determined by the BOARD, the BOARD will increase the annual base salary of the SUPERINTENDENT by the same proportional amount for cost of living as such increase provided to other certified personnel by the school system, including any "bonus" provided by the state or the district, when such increase or bonus becomes effective for other certified personnel. Additionally, beginning on July 1st, 2026, and each July 1st thereafter during the term of this Contract and subject to a satisfactory performance by the SUPERINTENDENT, as determined by the BOARD, the annual base salary of the SUPERINTENDENT will be increased by 2%. In no event will the annual base salary of the SUPERINTENDENT be reduced, except as provided by law.

SECTION 6. PERFORMANCE PAY INITIATIVE. Beginning with the 2025-2026 school year, and each school year thereafter during the term of this Contract the BOARD will pay, in addition to the annual base salary, performance pay which shall be derived by converting the composite average of the system's six *District Performance Indicator Scores* into a percentage point. (By way of example a composite score average of 2 would equate to a 2% performance payment bonus.) Any performance payment accrued pursuant hereto shall be payable in a single bonus payment within 90 days following release of the *District Performance Indicator Scores*.

SECTION 7. AUTOMOBILE ALLOWANCE. The BOARD will provide for the SUPERINTENDENT's transportation that is required in the performance of official duties by paying him SIX HUNDRED AND SIXTY EIGHT and 12/100 dollars (\$668.12) in bi-weekly equal installments in accordance with board policy for transportation expenses. Effective July 1st, 2026 and each July 1st during the term of this contract and subject to satisfactory performance by the SUPERINTENDENT, as determined by the BOARD, the automobile allowance will be increased by the same proportional amount for cost of living as such increase provided to other certified personnel by the school system. The automobile allowance will be in lieu of any payment to the SUPERINTENDENT for the use of his vehicle(s) whether related to work or otherwise.

SECTION 8. HOME OFFICE ALLOWANCE. The BOARD will pay to the SUPERINTENDENT the sum of THREE HUNDRED AND SIX and 22/100 dollars (\$306.22) in bi-weekly equal installments to be used by the SUPERINTENDENT as he sees fit to maintain a home office including equipment and supplies for business and personal use. Effective July 1st, 2026, and each July 1st thereafter, during the term of this Contract and subject to a satisfactory performance as determined by the BOARD, the home office allowance will be increased by the same proportional amount for cost of living as such increase provided to other certified personnel by the school system.

SECTION 9. DEFERRED COMPENSATION PLAN CONTRIBUTION. As permitted by the Tennessee Consolidated Retirement System and/or Internal Revenue Code, the BOARD will contribute three percent (3%) of the SUPERINTENDENT's annual base salary, automobile allowance, and home office allowance into an eligible deferred compensation plan. Any and all liability for taxes and or penalties which may be assessed against funds paid will be and will remain the SUPERINTENDENT's responsibility.

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

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

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

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

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

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

SECTION 15. EXPENSES. To the extent provided in the annual budget and subject to such limitations as provided by law and by board policy, the BOARD will reimburse the SUPERINTENDENT for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract. All travel for which reimbursement expenses will be requested, except in an emergency, must be preapproved by the President or if absent or unavailable, the Vice President of the BOARD. The

SUPERINTENDENT is responsible to make certain that his travel expenses do not exceed the amount budgeted for such in the annual budget. Notwithstanding anything contained herein, travel expense reimbursement is subject to the ordinance of the City of Kingsport governing reimbursement for travel, as applicable.

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

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

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

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

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

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

SECTION 22. CONTRACT TERMINATION. This Contract may be terminated for the following reasons:

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

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

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

D. Unilateral Termination by BOARD. The BOARD may at its option, without cause and for its convenience, terminate this Contract at any time, provided the BOARD provides the SUPERINTENDENT written notice of such termination. In the event the BOARD elects to terminate this Contract without cause, the BOARD will pay the SUPERINTENDENT, as severance pay, only the compensation due under Section 5 herein to the SUPERINTENDENT from the date of termination established by the BOARD through the remainder of the then fiscal year plus the following fiscal year however, in no event shall said severance pay be for a period of more than eighteen (18) months. The SUPERINTENDENT will not be entitled to any other payments or benefits, including but not limited to, health insurance, life insurance, disability insurance coverage, vacation accrual, sick leave accrual or contribution to retirement, except as required by federal or state law, such as the requirements pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (hereinafter COBRA). The payment provided for herein will, at the option of the BOARD, be made in either monthly installments or in a lump sum payment. Upon payment as provided for herein, the BOARD will have no further liability to the SUPERINTENDENT for any payments whatsoever.

E. Removal from Office. This Contract will be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter I of Tennessee Code Annotated as enacted or hereafter amended, orders the removal of the SUPERINTENDENT. If such removal is ordered, the SUPERINTENDENT will be entitled to no further benefits or compensation under the terms of the Contract, including severance pay.

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

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

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

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

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

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

**BOARD OF EDUCATION CITY OF
KINGSPORT**

Christopher M. Hampton

Melissa Woods
President, Board of Education

Dr. Brandon Fletcher
Vice President, Board of Education

Todd Golden
School Board Member

Jamie Jackson
School Board Member

Dr. Phillip Marshall
School Board Member

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

KINGSPORT BOARD OF EDUCATION POLICY RECOMMENDATIONS

For: Consideration for Adoption

July 8, 2025 - Board of Education Meeting

Policies considered for adoption on 1st Reading

***NEW POLICY – 1st Reading**

1.1021 – Student Board Member

Public Chapter 359 requires Boards that operate at least one high school to adopt a policy authorizing a student board member. Boards that already have policies on student board members or student advisory groups may maintain the current language. Based on this new requirement, TSBA created model policy.

REVISED POLICY – 1st Reading

1.407 – Student District Records

Previously, state law permitted individuals to submit a records request via fax. Public Chapter 94 removes this option. TSBA has updated the corresponding model policy to reflect that change.

REVISED POLICY – 1st Reading

1.700 – School System Goals

TSBA has received questions from districts about Public Chapter 494 and how it impacts Boards. This new state law removes the requirement for educator diversity goals. Further, it prohibits districts from making hiring decisions on metrics other than merit. Additionally, the State Board of Education recently deleted the requirement for local Boards to maintain a policy on this topic. Roughly half of Boards maintain policy language that would need to be revised. Based on this, TSBA recommends that Boards review policies that may contain language on this topic along with any other relevant documents.

REVISED POLICY – 1st Reading

3.202 – Emergency Preparedness Plan

Public Chapter 315 clarifies that no more than two fire drills are required to occur within the first thirty full school days. TSBA has added a provision to the model policy clarifying this point.

REVISED POLICY – 1st Reading

3.204 – Threat Assessment Team

There are new reporting requirements regarding threats and significantly disruptive behavior. A report must be made to parents/guardians within forty-eight hours of the district reporting to law enforcement. Additionally, there must be a quarterly report of incidents provided at board meetings.

REVISED POLICY – 1st Reading

4.101 – Instructional Standards

One of three updating policies in response to Public Chapter 293. This new state law requires Boards to include the definition of antisemitism in anti-discrimination policies. The full definition is included in the model version of TSBA Policy 4.100, which is presented for inclusion on KCS Policy 4.101. Policies 5.500 and 6.304 have also been updated to refer to that definition.

REVISED POLICY – 1st Reading

5.100 – Personnel Goals

TSBA has received questions from districts about Public Chapter 494 and how it impacts Boards. This new state law removes the requirement for educator diversity goals. Further, it prohibits districts from making hiring decisions on metrics other than merit. Additionally, the State Board of Education recently deleted the requirement for local Boards to maintain a policy on this topic. Roughly half of Boards maintain policy language that would need to be revised. Based on this, TSBA recommends that Boards review policies that may contain language on this topic along with any other relevant documents.

REVISED POLICY – 1st Reading

5.305 – Family and Medical Leave

A clean-up bill, Public Chapter 235 made several changes to state law. One significant change is to the paid parental leave statute and which employees may use this type of leave. Under the new law, employees must satisfy the following criteria to be eligible for this paid leave: (1) have received a license or an emergency credential from the Department of Education required for the relevant position; and (2) be in a full-time position that requires the relevant license or emergency credential for at least twelve consecutive months. The changes to state law also clarify how this leave can be taken. Now, employees may choose whether to take the leave consecutively or nonconsecutively but in increments of no less than one week.

REVISED POLICY – 1st Reading

5.500 – Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious)

One of three updating policies in response to Public Chapter 293. This new state law requires Boards to include the definition of antisemitism in anti-discrimination policies. The full definition is included in the model version of TSBA Policy 4.100, which is presented for inclusion on KCS Policy 4.101. Policies 5.500 and 6.304 have also been updated to refer to that definition.

REVISED POLICY – 1st Reading

6.303 – Interrogations and Searches

There is a new training requirement for school personnel who may conduct searches of students. Going forward, any searches of students must be carried out by a school resource officer, a school security officer, or a school administrator who has completed state required training. Public Chapter 244 requires the Department of Education to develop this training. TSBA has updated this policy to align with these legal changes.

REVISED POLICY – 1st Reading

6.304 – Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation

One of three updating policies in response to Public Chapter 293. This new state law requires Boards to include the definition of antisemitism in anti-discrimination policies. The full definition is included in the model version of TSBA Policy 4.100, which is presented for inclusion on KCS Policy 4.101. Policies 5.500 and 6.304 have also been updated to refer to that definition.

NEW POLICY – 1st Reading

6.312 – Use of Wireless Communication Devices

Public Chapter 103 requires Boards to adopt a policy on student use of wireless communication devices. TSBA has created two versions of this model policy to assist Boards that may desire to have different practices for younger students. Both versions include exceptions required by state law (e.g., use during emergencies).

REVISED POLICY – 1st Reading

6.411 – Student Wellness

Previously, state law required elementary students to receive 130 minutes of physical activity per week. This has now been increased to 40 minutes each full school day. Middle and high school students are still required to receive 90 minutes of physical activity per full school week. These requirements are separate from physical education classes.

REVISED POLICY – 1st Reading

6.600 – Student Records

If a student transfers from one school to another, Public Chapter 156 requires the district to provide a copy of a student's records to the new school within five business days. TSBA has added a provision to model policy to clarify this obligation.

Kingsport City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Student Board Member	Descriptor Code: 1.1021	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Board authorizes the participation of a high school student representative to the Board.¹ The
3 student board member shall serve in an advisory, nonvoting role. The student board member's term
4 shall run for the duration of the KCS academic year and end at the regular May Board of Education
5 business meeting each year. The student board member shall serve without compensation.

6 **SELECTION**

7 The student board member shall be selected using criteria and procedures established by the
8 Superintendent of Schools.

9 **ATTENDANCE AT BOARD MEETINGS**

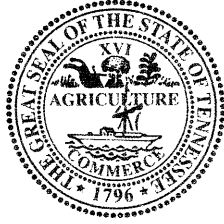
10 The student board member is expected to attend board meetings. Students will fully contribute their
11 unique perspective and opinions.

12 Student board members shall not participate in the following:

- 13 1. Student discipline hearing appeals;
14
15 2. Teacher disciplinary matters;
16
17 3. Meetings with legal counsel; or
18
19 4. Confidential school safety plan meetings.
20

Legal References

1. [Public Acts of 2025, Chapter No. 359](#)



State of Tennessee

PUBLIC CHAPTER NO. 359

SENATE BILL NO. 161

By Hensley, Powers

Substituted for: House Bill No. 1199

By Kumar, Maberry, Hemmer, Parkinson, Glynn, Haston, Hardaway, Littleton, Clemmons, Davis

AN ACT to amend Tennessee Code Annotated, Title 49, Chapter 2, relative to boards of education.

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

SECTION 1. Tennessee Code Annotated, Section 49-2-202, is amended by deleting subsection (f) and substituting instead the following:

(f)(1) Notwithstanding § 49-2-201 or this section to the contrary and except as provided in subdivision (f)(2), each board of education for an LEA that operates at least one (1) high school shall adopt and implement a policy to authorize a high school student to serve as an advisory, nonvoting representative on the board during meetings that are open to the public.

(2) Subdivision (f)(1) does not apply to a board of education that created an advisory group before July 1, 2025, that consists of at least one (1) student from each high school operated by the LEA and that meets on a regular basis to advise the board.

(3) The board may establish additional eligibility requirements for a student who seeks to serve on the board as an advisory, nonvoting student representative.

(4) A student who serves as the advisory, nonvoting student representative is not eligible for compensation or reimbursement for their service on the board.

SECTION 2. For the purpose of adopting a policy, this act takes effect upon becoming a law, the public welfare requiring it. For all other purposes, this act takes effect July 1, 2025, the public welfare requiring it.

SENATE BILL NO. 161

PASSED: April 17, 2025




RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 5th day of May 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: 11/12/19
		Rescinds: 1.407	Issued: 10/03/17

1 The director of schools shall maintain all school district records required by law, regulation, and board
2 policy. Pursuant to TCA 10-7-503 et seq., any citizen of Tennessee shall be permitted during business
3 hours to inspect public records maintained by the school district unless otherwise prohibited by law. Any
4 citizen of Tennessee may request in writing and receive copies of open public records subject to the
5 payment of reasonable cost.^{1,2,3,4}

6 No records pertaining to individual students will be released for inspection by the public or any
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not
8 be released for public inspection.⁵

9 All requests to inspect or receive copies of records shall be submitted to the district's public records
10 request coordinator (*City of Kingsport Municipal Clerk/Deputy City Recorder*).⁶ The public records
11 request coordinator shall forward requests for inspection or copies of records to the appropriate records
12 custodian (*Kingsport City Schools Chief Student Services Officer*).⁶

13 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
14 Original documents remain intact and confidential information in copies produced for a requestor shall
15 be redacted. The director of schools shall develop a procedure to redact confidential information.

16 **REQUESTS FOR INSPECTION²**

17 Citizens requesting to inspect public records shall submit their request and a government issued photo
18 identification card with the citizen's address to the district's public records request coordinator during
19 normal business hours. Requests may be made in person or by telephone, ~~fax~~, mail, or ~~email~~ **electronic**
20 **transmission**. The coordinator shall submit the information to the appropriate records custodian. The
21 records custodian will contact the citizen and indicate when the records will be available to inspect.

22 If the records cannot be made available within seven (7) business days, the records custodian shall
23 provide a records production letter indicating the time needed to complete the request.

24 If the request to inspect is denied, the records custodian shall provide the citizen with a records request
25 denial letter indicating the basis for the denial.

26 **REQUESTS FOR COPIES²**

27 Citizens requesting copies of public records shall complete and submit the Records Request Form and
28 a government issued photo identification card with the citizen's address to the district's public records
29 request coordinator during normal business hours. The coordinator shall submit the Records Request
30 Form to the appropriate records custodian.

1 The records custodian shall provide an estimate of the reasonable costs to produce the requested
2 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of
3 Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to
4 determine the reasonable cost. The records custodian will provide the citizen with an invoice detailing
5 the charges. The citizen shall pay the estimated reasonable costs by check or cash prior to the district
6 producing the copies.

7 If the records cannot be made available within seven (7) business days, the records custodian shall
8 provide a records production letter indicating the time needed to complete the request.

9 If the request for copies is denied, the records custodian shall provide the citizen with a records request
10 denial letter detailing the basis for the denial.

11 **FREQUENT AND MULTIPLE REQUESTS**

12 When the total number of requests for copies made by a requestor within a calendar month exceeds
13 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to
14 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be
15 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The
16 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
17 Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to determine the
18 reasonable cost. Further, the names of persons inspecting records and the date of inspection shall be
19 recorded.

20 **DENYING REQUESTS FOR NONCOMPLIANCE⁷**

21 *Requests to Inspect a Public Record*

22 The district shall deny a request to inspect a public record from any citizen that has:

- 23 a. made two (2) or more requests to view a public record within a six-month period; and
24
25 b. for each request failed to view the record within fifteen (15) business days of receiving
26 notification that the record was available.

27 Requests from this citizen shall be denied for up to six (6) months from the date of the second records
28 request. The district's public records request coordinator may waive this denial if he/she determines
29 that failure to view the record was for good cause.

30 *Requests for Copies of Public Records*

31 The district shall deny a request for copies of a public record from any citizen that has:

- 32 a. been provided with an estimate of the reasonable cost to produce the requested records;
33 b. agrees to pay such estimated reasonable cost prior to production of the records; and
34 c. fails to pay the actual cost after the records have been produced.

35 Additional requests from this citizen shall be denied until the original cost is paid.

1 **RECORDS RETENTION**

2 The director of schools and/or his/her designee(s) shall retain and dispose of school district records in
3 accordance with the following guidelines:^{2,4}

- 4 1. The director of schools and/or his/her designee(s) will determine if a particular record is of
5 permanent or temporary value in accordance with regulations promulgated by County Public
6 Records Commission and the Tennessee Institute for Public Services records manual;^{8,9}
- 7 2. Temporary value records which have been kept beyond the required time may be recommended
8 to the Public Records Commission for destruction;^{10,11}
- 9 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
10 transferred to the State Library and Archives. The temporary value records rejected by the State
11 Library and Archives may be transferred to another institution or destroyed;^{10,11,12}
- 12 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
13 director of schools desires to destroy the original permanent record, these records must be
14 reproduced by microfilming or some other permanent reproduction method. Permission to
15 destroy any original permanent record after microfilming follows the same procedure noted
16 above for temporary records;^{9,11} and
- 17 5. The director of schools shall establish procedures to safeguard against the unlawful destruction,
18 removal, or loss of records.¹³

19 **DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁴**

20 Ms. Angie Marshall
21 Municipal Clerk/Deputy City Recorder
22 225 West Center Street
23 Kingsport, TN 37660
24 (423) 229-9384
25 angiemarshall@kingsporttn.gov

Legal References

1. TCA 49-2-301(b)(1)(CC)
2. TCA 10-7-503
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; TCA 10-7-(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-401
9. TCA 10-7-406
10. TCA 10-7-404
11. TCA 10-7-413
12. TCA 10-7-414
13. TCA 39-16-504
14. TCA 10-7-503(g)(1)(D)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Click here to choose a school board.

Monitoring: Review: Annually, in July	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools shall maintain all school district records required by law, regulation, and board
3 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records
4 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may
5 request in writing and receive copies of open public records subject to the payment of reasonable
6 cost.^{1,2,3,4}

7 No records pertaining to individual students will be released for inspection by the public or any
8 unauthorized persons. In addition, information, records, and plans related to security and safety will not
9 be released for public inspection.⁵

10 **OPTION 1: Adopt the following language if the district public records request coordinator and**
11 **records custodian are NOT the same employee:** All requests to inspect or receive copies of records shall
12 be submitted to the district's public records request coordinator [**the district may list a specific**
13 **employee/position**].⁶ The public records request coordinator shall forward requests for inspection or
14 copies of records to the appropriate records custodian [**the district may list a specific**
15 **employee/position**].⁶

16 **OPTION 2: Adopt the following language if the district public records request coordinator and**
17 **records custodian ARE the same employee:** All requests to inspect or receive copies of records shall be
18 submitted to [**insert employee/position**], the district's public records request coordinator and records
19 custodian.⁶

20 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
21 Original documents remain intact, and confidential information in copies produced for a requestor shall
22 be redacted. The Director of Schools shall develop a procedure to redact confidential information.

23 **REQUESTS FOR INSPECTION²**

24 Citizens requesting to inspect public records shall submit their request and a government issued photo
25 identification card with the citizen's address to the district's public records request coordinator during
26 normal business hours. Requests may be made in person, by telephone, electronic transmission, or
27 mail. (**Requests may also be submitted by electronic portal if the district maintains one.**) The
28 coordinator shall submit the information to the appropriate records custodian. The records custodian
29 will contact the citizen and indicate when the records will be available to inspect.

30 If the records cannot be made available within seven (7) business days, the records custodian shall
31 provide a records production letter indicating the time needed to complete the request.

1 If the request to inspect is denied, the records custodian shall provide the citizen with a records request
2 denial letter indicating the basis for the denial.

3 **REQUESTS FOR COPIES²**

4 Citizens requesting copies of public records shall complete and submit the Records Request Form and
5 a government issued photo identification card with the citizen's address to the district's public records
6 request coordinator during normal business hours. The coordinator shall submit the Records Request
7 Form to the appropriate records custodian.

8 The records custodian shall provide an estimate of the reasonable costs to produce the requested
9 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of
10 Reasonable Charges shall be used to determine the reasonable cost. The records custodian will provide
11 the citizen with an invoice detailing the charges. The citizen shall pay the estimated reasonable costs
12 by [insert acceptable forms of payment] prior to the district producing the copies.

13 If the records cannot be made available within seven (7) business days, the records custodian shall
14 provide a records production letter indicating the time needed to complete the request.

15 If the request for copies is denied, the records custodian shall provide the citizen with a records request
16 denial letter detailing the basis for the denial.

17 **FREQUENT AND MULTIPLE REQUESTS**

18 When the total number of requests for copies made by a requestor within a calendar month exceeds
19 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to
20 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be
21 notified of this policy and provided with a Notice of Aggregation of Multiple Requests/Requestors
22 form. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of
23 Reasonable Charges shall be used to determine the reasonable cost. Further, the names of persons
24 inspecting records and the date of inspection shall be recorded.

25 **DENYING REQUESTS FOR NONCOMPLIANCE⁷**

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31 notification that the record was available.

32 Requests from this citizen shall be denied for up to six (6) months from the date of the second records
33 request. The district's public records request coordinator may waive this denial if he/she determines
34 that failure to view the record was for good cause.

1 *Requests for Copies of Public Records*

2 The district shall deny a request for copies of a public record from any citizen that has:

- 3 a. Been provided with an estimate of the reasonable cost to produce the requested records;
4 b. Agrees to pay such estimated reasonable cost prior to production of the records; and
5 c. Fails to pay the actual cost after the records have been produced.

6 Additional requests from this citizen shall be denied until the original cost is paid.

7 **RECORDS RETENTION**

8 The Director of Schools and/or designee(s) shall retain and dispose of school district records in
9 accordance with the following guidelines:⁸

- 10 1. The Director of Schools and/or designee(s) will determine if a particular record is of permanent
11 or temporary value in accordance with state law;^{9,10}
- 12 2. Temporary value records which have been kept beyond the required time may be recommended
13 to the Public Records Commission for destruction;^{11,12}
- 14 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
15 transferred to the State Library and Archives. The temporary value records rejected by the State
16 Library and Archives may be transferred to another institution or destroyed;^{11,12,13}
- 17 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
18 Director of Schools desires to destroy the original permanent record, these records must be
19 reproduced by microfilming or some other permanent reproduction method. Permission to
20 destroy any original permanent record after microfilming follows the same procedure noted
21 above for temporary records;^{10,12} and
- 22 5. The Director of Schools shall establish procedures to safeguard against the unlawful
23 destruction, removal, or loss of records.¹⁴

24 **DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁵**

25 **Title:**
26 **Contact Information (phone, email, etc.)**

Legal References

1. [TCA 49-2-301\(b\)\(1\)\(Z\)](#)
2. [TCA 10-7-503](#); [Public Acts of 2025, Chapter No. 94](#)
3. [TCA 10-7-506\(a\)](#)
4. [TCA 49-2-104](#)
5. [TCA 10-7-504\(p\)](#)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; [TCA 10-7-503\(a\)\(1\)\(B\),\(C\)](#)
7. [TCA 10-7-503\(a\)\(7\)\(A\)\(vii\)](#)
8. [TCA 10-7-503\(h\)\(6\)](#)
9. [TCA 10-7-401](#)
10. [TCA 10-7-406](#); [TCA 10-7-301\(5\),\(13\)](#)
11. [TCA 10-7-404](#)
12. [TCA 10-7-413](#)
13. [TCA 10-7-414](#)
14. [TCA 39-16-504](#)
15. [TCA 10-7-503\(g\)\(1\)\(D\)](#)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600



State of Tennessee

PUBLIC CHAPTER NO. 94

HOUSE BILL NO. 321

By Representatives Lamberth, Renea Jones, White, McCalmon, Grills

Substituted for: Senate Bill No. 329

By Senators Powers, Stevens

AN ACT to amend Tennessee Code Annotated, Title 1; Title 2; Title 3; Title 4; Title 5; Title 7; Title 8; Title 9; Title 10; Title 11; Title 12; Title 13; Title 16; Title 20; Title 22; Title 24; Title 31; Title 33; Title 36; Title 38; Title 39; Title 40; Title 43; Title 44; Title 45; Title 47; Title 48; Title 49; Title 50; Title 53; Title 54; Title 55; Title 56; Title 61; Title 62; Title 63; Title 64; Title 65; Title 66; Title 67; Title 68; Title 69 and Title 71, relative to electronic transmissions.

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

SECTION 1. Tennessee Code Annotated, Title 4, Chapter 4, is amended by adding the following as a new section:

4-4-119.

Each department, agency, office, commission, institution, or instrumentality of the executive branch must accept the electronic transmission of any document that could have been submitted by fax or facsimile prior to the effective date of this act.

SECTION 2. Tennessee Code Annotated, Section 1-3-105(a), is amended by adding the following as a new subdivision:

() "Electronic transmission":

(A) Means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient of the communication, and that may be directly reproduced in paper form by such a recipient through an automated process including, but not limited to, electronic mail, electronic communication, and internet communication; and

(B) Does not include communications by fax or facsimile;

SECTION 3. Tennessee Code Annotated, Section 2-5-204(b)(2)(B), is amended by deleting "fax, email" and substituting "electronic transmission".

SECTION 4. Tennessee Code Annotated, Section 10-7-503(a)(7)(A)(i), is amended by deleting "telephone, fax, mail, or email" and substituting "telephone, electronic transmission, or mail".

SECTION 5. Tennessee Code Annotated, Section 16-1-113, is amended by deleting the section and substituting:

(a) It is the intent of the general assembly, in recognition of the common practice and use of electronic transmissions in business and government, to:

(1) Promote a more efficient means of filing documents and overcome expenses and delays entailed in long distance communication; and

(2) Enable courts in this state to implement procedures for the filing of documents by electronic transmission.

HB321

(b) Courts in this state may implement procedures for the electronic transmission of documents in accordance with this section and § 16-3-408 and the Tennessee supreme court rules.

SECTION 6. Tennessee Code Annotated, Section 16-3-408, is amended by deleting the section and substituting:

The supreme court is urged to develop court rules and procedures to control the process of courts using electronic transmissions of documents. The court rules and procedures should provide for the following:

- (1) The type of document that may be electronically transmitted;
- (2) The length of restriction, if any, of a document that may be electronically submitted;
- (3) The type of equipment and paper that must be used by clerks' offices;
- (4) The amount, if any, of fees to be charged for the electronic transmission of documents;
- (5) The payment of regular filing fees of the court;
- (6) The time of filing of an electronically transmitted document;
- (7) Requirements, if any, for filing of original documents or original signatures;
- (8) Requirements, if any, for maintenance of transmittal reports of electronically transmitted documents; and
- (9) Any other rule or procedure the court deems appropriate.

SECTION 7. Tennessee Code Annotated, Section 47-18-2404(b), is amended by deleting "fax,".

SECTION 8. Tennessee Code Annotated, Section 56-5-123(a), is amended by deleting "email or fax" and substituting "electronic transmission".

SECTION 9. Tennessee Code Annotated, Section 67-5-1412(b)(2), is amended by deleting "and fax number" and substituting ", and email".

SECTION 10. Tennessee Code Annotated, Section 71-5-2404(c)(1)(B), is amended by deleting "by fax".

SECTION 11. Tennessee Code Annotated, Section 2-2-113(b), is amended by deleting "The list may be provided by mail, facsimile transmission, or email" and substituting "The list may be provided by mail or electronic transmission".

SECTION 12. Tennessee Code Annotated, Section 2-2-129(a)(1)(A), is amended by deleting ", facsimile transmission or by email" and substituting "or electronic transmission".

SECTION 13. Tennessee Code Annotated, Section 2-6-202(a)(3), is amended by deleting the language:

A voter may make the request or submit an application to vote by mail, facsimile transmission or email with an attached document that includes a scanned signature. For a voter to use a facsimile transmission, an election commission shall have a facsimile machine physically located in the election commission office. The request shall be in writing over the voter's signature.

and substituting:

HB321

A voter may make the request or submit an application to vote by mail or electronic transmission with an attached document that includes a scanned signature. The request must be in writing over the voter's signature.

SECTION 14. Tennessee Code Annotated, Section 2-6-202, is amended by deleting subdivision (a)(4).

SECTION 15. Tennessee Code Annotated, Section 2-6-202(b), is amended by deleting "facsimile" and substituting "electronic transmission".

SECTION 16. Tennessee Code Annotated, Section 2-6-206(1), is amended by deleting ", facsimile transmission, or email" and substituting "or electronic transmission".

SECTION 17. Tennessee Code Annotated, Section 2-6-206(3), is amended by deleting "facsimile" and substituting "electronic transmission".

SECTION 18. Tennessee Code Annotated, Section 2-10-105(h)(1), is amended by deleting "facsimile machine,".

SECTION 19. Tennessee Code Annotated, Section 3-1-114, is amended by deleting "electronic mail or facsimile transmission" and substituting "electronic transmission".

SECTION 20. Tennessee Code Annotated, Section 4-3-1405(j)(1), is amended by deleting ", facsimile, or e-mail copy" and substituting "or electronic submission".

SECTION 21. Tennessee Code Annotated, Section 9-4-408(h), is amended by deleting "telephonic facsimile" and substituting "electronic".

SECTION 22. Tennessee Code Annotated, Section 22-2-315(a)(2), is amended by deleting "electronic mail, facsimile," and substituting "electronic transmission,".

SECTION 23. Tennessee Code Annotated, Section 22-2-317(a), is amended by deleting ", facsimile transmission, or email" and substituting "or electronic transmission".

SECTION 24. Tennessee Code Annotated, Section 24-7-116(f), is amended by deleting "facsimile" and substituting "electronic transmission".

SECTION 25. Tennessee Code Annotated, Section 24-7-121(a)(1)(B), is amended by deleting "by telecopier facsimile, or otherwise, an electronic mail copy or copy obtained by way of internet access" and substituting "obtained by electronic transmission".

SECTION 26. Tennessee Code Annotated, Section 24-7-121(b)(1), is amended by deleting "by facsimile or".

SECTION 27. Tennessee Code Annotated, Section 31-4-106(g)(2), is amended by deleting "facsimile or other electronic message" and substituting "electronic transmission".

SECTION 28. Tennessee Code Annotated, Section 33-6-624(f)(4), is amended by deleting ", facsimile or electronic means" and substituting "or electronic transmission".

SECTION 29. Tennessee Code Annotated, Section 36-3-609(b)(1), is amended by deleting "facsimile or other".

SECTION 30. Tennessee Code Annotated, Section 36-5-115(c)(1)(A), is amended by deleting "on a line and facsimile machine provided for such purpose by the department of human services. The machine shall be provided if the clerk's office does not have a facsimile machine as determined by the department through an equipment assessment. Line charges shall be the responsibility of the department either through use of a toll-free line or pursuant to the cost reimbursement requirements of § 36-5-117." and substituting "by electronic transmission."

SECTION 31. Tennessee Code Annotated, Section 36-5-115(c)(1)(B), is amended by deleting "As an alternative to provision by the clerk of the order and information as required by subdivision (c)(1)(A) by use of a facsimile machine, for" and substituting "For".

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SECTION 32. Tennessee Code Annotated, Section 36-5-501(m), is amended by deleting "electronic mail, facsimile transmission" and substituting "electronic transmission".

SECTION 33. Tennessee Code Annotated, Section 36-5-807(b), is amended by deleting "electronic mail, facsimile transmission" and substituting "electronic transmission".

SECTION 34. Tennessee Code Annotated, Section 36-5-907, is amended by deleting subsection (c) and substituting:

(c) The release may be conveyed by electronic transmission.

SECTION 35. Tennessee Code Annotated, Section 36-5-1002(c)(3), is amended by deleting "facsimile transmission or by any other electronic technology" and substituting "electronic transmission".

SECTION 36. Tennessee Code Annotated, Section 38-1-402(b), is amended by deleting "facsimile" and substituting "electronic".

SECTION 37. Tennessee Code Annotated, Section 40-6-109(e)(2)(C), is amended by deleting "Facsimile or electronic" and substituting "Electronic".

SECTION 38. Tennessee Code Annotated, Section 40-27-110(c)(2), is amended by deleting "electronic mail, facsimile or by" and substituting "electronic transmission, or".

SECTION 39. Tennessee Code Annotated, Section 40-28-102(5), is amended by deleting ", facsimile and internet communication" and substituting "or electronic transmissions".

SECTION 40. Tennessee Code Annotated, Section 43-38-103(25), is amended by deleting "by facsimile or".

SECTION 41. Tennessee Code Annotated, Section 43-38-108(b), is amended by deleting "in facsimile" and substituting "by electronic transmission".

SECTION 42. Tennessee Code Annotated, Section 45-1-129, is amended by deleting "electronic communications, including, but not limited to, facsimile transmissions and electronic mail" and substituting "electronic transmissions".

SECTION 43. Tennessee Code Annotated, Section 47-18-2108(e), is amended by deleting "facsimile" and substituting "electronic transmission".

SECTION 44. Tennessee Code Annotated, Section 48-11-308, is amended by deleting "(which may be in facsimile or other electronic format)" and substituting ", which may be an electronic transmission,".

SECTION 45. Tennessee Code Annotated, Section 49-7-2105(a)(1)(C), is amended by deleting " communicating electronically, including a facsimile number, electronic mail address, and personal and business or employer websites" and substituting "electronic transmission".

SECTION 46. Tennessee Code Annotated, Section 50-6-204(d)(4), is amended by deleting "by facsimile or e-mail" wherever it appears and substituting "electronic transmission".

SECTION 47. Tennessee Code Annotated, Section 54-1-505(b), is amended by deleting "email, facsimile" and substituting "electronic transmission".

SECTION 48. Tennessee Code Annotated, Section 62-76-104(b)(2), is amended by deleting ", facsimile transmission, or email" and substituting " or electronic transmission".

SECTION 49. Tennessee Code Annotated, Section 63-1-130(b)(2), is amended by deleting ", facsimile transmission, or email" and substituting "or electronic transmission".

SECTION 50. Tennessee Code Annotated, Section 67-3-704(c), is amended by deleting "by facsimile" and substituting "by electronic transmission".

SECTION 51. Tennessee Code Annotated, Section 67-3-704(c), is amended by deleting "facsimile service" and substituting "internet service".

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SECTION 52. Tennessee Code Annotated, Section 67-3-801(d), is amended by deleting "facsimile notice" and substituting "notice by electronic transmission".

SECTION 53. Tennessee Code Annotated, Section 67-3-808(b), is amended by deleting "facsimile" and substituting "electronic transmission".

SECTION 54. Tennessee Code Annotated, Section 67-5-1513(c), is amended by deleting "facsimile" and substituting "electronic".

SECTION 55. Tennessee Code Annotated, Section 67-5-1805(c)(4)(B)(i), is amended by deleting "delivered electronically such as via e-mail or facsimile" and substituting "electronic transmission".

SECTION 56. Tennessee Code Annotated, Section 71-5-117(f), is amended by deleting "facsimile" wherever it appears and substituting "electronic transmission".


SECTION 57. This act takes effect January 1, 2026, the public welfare requiring it.

HOUSE BILL NO. 321

PASSED: March 10, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 28th day of March 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: School System Goals	Descriptor Code: 1.700	Issued Date: 12/14/21
		Rescinds: 1.700	Issued: 11/12/19

1 The Board is committed to the task of providing equal educational opportunities for all students who
 2 attend the schools under its jurisdiction. A balanced program of instruction shall be provided to meet
 3 the varied needs and interests of students.

4 The aim of the school system is to provide an integrated curriculum of quality education for all grade
 5 levels, stressing the development of understandings, appreciations, desirable attitudes, identified
 6 community virtues and special abilities within the student.

7 ~~Goals will be established for educator diversity that take into consideration the diversity of the student~~
 8 ~~population.¹~~

Legal References

1. State Board of Education Policy 5.700; TCA 49-1-302(g)

Cross References

- Role of the Board of Education 1.101
- Board Member Development Opportunities 1.204
- Fiscal Management Goals 2.100
- Business Management Goals 3.100
- Instructional Program 4.100
- Evaluations of Instructional Programs 4.702
- Personnel Goals 5.100
- Student Goals 6.100



State of Tennessee

PUBLIC CHAPTER NO. 494

HOUSE BILL NO. 622

By Representatives Maberry, Lamberth, Mr. Speaker Sexton, Faison, Reeves, McCalmon, Capley, Grills, Hill, Terry, Carringer, Davis, Sherrell, Littleton, Powers, Reedy, Bulso, Todd, Reneau, Hulsey

Substituted for: Senate Bill No. 1083

By Senators Johnson, Hensley, Powers, Rose, Stevens, Watson, Bowling, Yager, Bailey, Crowe, Gardenhire, Jackson, Taylor

AN ACT to amend Tennessee Code Annotated, Title 5; Title 6; Title 7; Title 8 and Title 49, relative to hiring practices of governmental entities.

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

SECTION 1. This act is known and may be cited as the "Dismantle DEI in Employment Act."

SECTION 2. Tennessee Code Annotated, Title 5, Chapter 1, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that local governments are at their most effective when the employees of the local government are the most highly qualified candidates for employment with the local government and that hiring decisions should be based on merit rather than any other metric.

(b) A county government shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a county government, if the county government submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a county government and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the county government in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a county government from this section, the county government shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A county government shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) As used in this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

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(2) Does not include actions required under applicable state or federal employment laws.

SECTION 3. Tennessee Code Annotated, Title 6, Chapter 54, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that local governments are at their most effective when the employees of the local government are the most highly qualified candidates for employment with the local government and that hiring decisions should be based on merit rather than any other metric.

(b) A municipal government shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a municipal government, if the municipal government submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a municipal government and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the municipal government in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a municipal government from this section, the municipal government shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A municipal government shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 4. Tennessee Code Annotated, Title 7, Chapter 3, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that local governments are at their most effective when the employees of the local government are the most highly qualified candidates for employment with the local government and that hiring decisions should be based on merit rather than any other metric.

(b) A metropolitan government shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a metropolitan government, if the metropolitan government submits notice in writing to the comptroller of the treasury that compliance with this section would

result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a metropolitan government and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the metropolitan government in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a metropolitan government from this section, the metropolitan government shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A metropolitan government shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 5. Tennessee Code Annotated, Title 49, Chapter 2, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that LEAs are at their most effective when the faculty members and employees of the LEAs are the most highly qualified candidates for employment with the LEAs and that hiring decisions should be based on merit rather than any other metric.

(b) An LEA shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of an LEA, if the LEA submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by an LEA and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the LEA in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by an LEA from this section, the LEA shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. An LEA shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

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(2) Does not include actions required under applicable state or federal employment laws.

SECTION 6. Tennessee Code Annotated, Title 49, Chapter 7, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that public institutions of higher education are at their most effective when the faculty members and employees of the institutions are the most highly qualified candidates for employment with the institutions and that hiring decisions should be based on merit rather than any other metric.

(b) A public institution of higher education shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a public institution of higher education government, if the public institution of higher education submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a public institution of higher education and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the public institution of higher education in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a public institution of higher education from this section, the public institution of higher education shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A public institution of higher education shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 7. Tennessee Code Annotated, Title 8, Chapter 30, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that the state government is at its most effective when the employees of the state government are the most highly qualified candidates for employment with the state government and that hiring decisions should be based on merit rather than any other metric.

(b) This state shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of this state, if the state submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by the state and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the state in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a public institution of higher education from this section, the state shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. The state shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 8. Tennessee Code Annotated, Section 49-1-302(g), is amended by deleting the subsection and substituting instead:

(g) The board shall not adopt a policy that promotes educator diversity based on race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria. Any policy previously adopted by the board in conflict with this subsection is void and of no effect.

SECTION 9. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 622

PASSED: April 22, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 21st day of May 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 09/10/24
		Rescinds: 3.202	Issued: 08/08/23

1 The Superintendent of Schools shall be responsible for developing, maintaining and acquiring Board
2 approval of the district Emergency Preparedness Plan,¹ which shall include procedures for bomb
3 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
4 medical emergencies.

5 The principal of each school shall develop and implement emergency preparedness drills which shall
6 be approved by the Superintendent of Schools. When appropriate, such drills shall be held in
7 conjunction with emergency response agencies.

8 FIRE AND SAFETY DRILLS

9 ~~The principal shall be responsible for ensuring that one fire drill requiring full evacuation is given
10 every month during the school year with an additional fire drill to be conducted within the first fifteen
11 (15) days of school.² Additionally, he/she shall ensure that four (4) fire safety educational
12 announcements are conducted throughout the year.²~~

13 ~~The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
14 school days, with no more than two (2) fire drills occurring during the first thirty (30) full days of the
15 school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are
16 conducted throughout the year.²~~

17 The principal shall also ensure that three (3) additional safety drills are given during the school year.²
18 These drills may cover inclement weather, earthquakes, armed intruders or other emergency drills that
19 do not require full evacuation. A record of all fire or safety drills, including the time and date, shall be
20 kept in each school's office.³

21 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and
22 shall give all school personnel instructions on how to properly use fire extinguishers.

23 The district shall work with local law enforcement and the local fire department to develop a procedure
24 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025
25 and shall be reviewed and updated annually thereafter.⁴

26 ANNUAL DRILLS⁵

27 The Superintendent of Schools or his/her designee shall ensure the school safety team conducts each of
28 the following types of drills annually:

- 29 1. An armed intruder drill in coordination with local law enforcement;
- 30 2. An incident command drill; and

1 3. An emergency safety bus drill.

2 **AED DRILLS**

3 All schools with an AED shall conduct a CPR and AED drill to ensure students are aware of the steps
4 that must be taken in the event of a medical emergency. The principal shall be responsible for ensuring
5 the drill occurs.⁶

6 **MEDICAL EMERGENCIES/PANDEMIC FLU**

7 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
8 and consult with the local and state health departments and other local emergency or healthcare
9 providers in protecting students and the community from further infection. The Superintendent of
10 Schools shall develop procedures for health emergencies in accordance with state law and regulations.⁷

11 **REMOTE LEARNING DRILLS⁸**

12 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
13 reflect how students will transition to remote learning in the event of a disruption to school operations.
14 Students shall not be asked or required to transition to remote learning at any time during the drill.

Legal References

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#); [Public Acts of 2025, Chapter No. 315](#)
3. [TCA 68-102-137\(f\)](#)
4. [Public Acts of 2024, Chapter No. 563](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#); [Public Acts of 2024, Chapter No. 625](#)
7. [TCA 49-6-3004\(a\), \(e\)](#); [TCA 49-5-404](#)
8. [TCA 49-2-139](#)

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Click here to choose a school board.

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board
3 approval of the district Emergency Preparedness Plan¹ which shall include procedures for bomb
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
5 medical emergencies.

6 The principal of each school shall develop and implement emergency preparedness drills which shall
7 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with
8 emergency response agencies.

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
11 school days, with no more than two (2) fire drills occurring during the first thirty (30) full days of the
12 school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are
13 conducted throughout the year.²

14 The principal shall ensure that three (3) additional safety drills are given during the school year.³ These
15 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
16 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in
17 each school's office.³

18 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and
19 shall give all school personnel instructions on how to properly use fire extinguishers.

20 The district shall work with local law enforcement and the local fire department to develop a procedure
21 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025
22 and shall be reviewed and updated annually thereafter.⁴

23 **ANNUAL DRILLS⁵**

24 The principal shall ensure that the school safety team conducts each of the following type of drills
25 annually:

- 26 1. An armed intruder drill in coordination with local law enforcement;
- 27 2. An incident command drill; and
- 28 3. An emergency safety bus drill.
- 29
- 30

1 **AED DRILLS⁶**

2 All schools shall conduct a CPR and AED drill to ensure awareness of the steps that shall be taken in
3 the event of a medical emergency. The principal shall ensure that the drill occurs.

4 The Director of Schools shall develop the necessary administrative procedures on AED and CPR
5 training, planning, notification, and maintenance to comply with state law.

6 **MEDICAL EMERGENCIES/PANDEMIC FLU⁷**

7 In the event of medical emergencies such as a pandemic flu outbreak, school officials shall cooperate
8 and consult with the local and state health departments and other local emergency or healthcare
9 providers in protecting students and the community from further infection. The Director of Schools
10 shall develop procedures for health emergencies in accordance with state law.

11 **REMOTE LEARNING DRILLS⁸**

12 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
13 reflect how students will transition to remote learning in the event of a disruption to school operations.
14 Students shall not be asked or required to transition to remote learning at any time during the drill.

Legal References

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#); [Public Acts of 2025, Chapter No. 315](#)
3. [TCA 68-102-137\(f\)](#)
4. [TCA 49-6-807\(e\)](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#)
7. [TCA 49-6-3004\(a\), \(e\)](#); [TCA 49-5-404](#)
8. [TCA 49-2-139](#)

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Kingsport City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date: 09/12/23
		Rescinds:	Issued:

1 *General*¹

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment. The Superintendent of Schools shall appoint the
5 members of the threat assessment team.

6 The Superintendent of Schools shall develop administrative procedures regarding the training and
7 operations of the team to comply with state law and State Board of Education rules and regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING**³

11 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
12 resulted in intervention and shall provide the information to the Superintendent of Schools.

13 A report of the activities of the threat assessment team will be compiled and shared with the Board on
14 a regular basis.

15 Documents produced or obtained regarding these assessment activities will not be open for public
16 inspection.

17 **REPORTING**⁴

18 **The Superintendent of Schools shall develop a process for providing parent(s)/guardian(s) information**
19 **on credible threats of violence or significantly disruptive behavior directed toward or occurring on the**
20 **grounds of the school their student attends. Such reports shall include incidents that are reported to a**
21 **state or local law enforcement agency. These reports must be made within forty-eight (48) hours of the**
22 **district's report to law enforcement.**

23 **At least once per quarter, the Superintendent of Schools shall provide the Board with a report listing**
24 **the total number of incidents reported to state and local law enforcement agency requiring notice to**
25 **parent(s)/guardian(s) for the respective quarter as well as total for the year to date.**

Legal References

1. TCA 49-6-2701 *et seq.*; Public Chapter 2023, Chapter No. 367
2. TCA 49-6-2701(f)
3. TCA 49-6-2702
4. Public Acts of 2025, Chapter No. 215

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Click here to choose a school board.

Monitoring: Review: Annually, in October	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date:
		Rescinds:	Issued:

1 *General*¹

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment. The Director of Schools shall appoint the members
5 of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations
7 of the team to comply with state law and State Board of Education rules and regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING**³

11 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
12 resulted in intervention and shall provide the information to the Director of Schools.

13 A report of the activities of the threat assessment team will be compiled and shared with the Board
14 before each regular meeting.

15 Documents produced or obtained regarding these assessment activities will not be open for public
16 inspection.

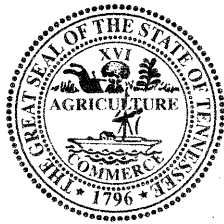
17 **REPORTING**⁴

18 The Director of Schools shall develop a process for providing parent(s)/guardian(s) information on
19 credible threats of violence or significantly disruptive behavior directed toward or occurring on the
20 grounds of the school their student attends. Such reports shall include incidents that are reported to a
21 state or local law enforcement agency. These reports must be made within forty-eight (48) hours of the
22 district's report to law enforcement.

23 At least once per quarter, the Director of Schools shall provide the Board with a report listing the total
24 number of incidents reported to state and local law enforcement agency requiring notice to
25 parent(s)/guardian(s) for the respective quarter as well as total for the year to date.

1. [TCA 49-6-2701](#)
2. [TCA 49-6-2701\(f\)](#)
3. [TCA 49-6-2702](#)
4. [Public Acts of 2025, Chapter No. 215](#)

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600



State of Tennessee

PUBLIC CHAPTER NO. 215

SENATE BILL NO. 946

By Powers

Substituted for: House Bill No. 1088

By Mr. Speaker Sexton, Scarbrough, Hardaway, Terry, McCalmon

AN ACT to amend Tennessee Code Annotated, Title 49, relative to parental notification of safety concerns at public schools.

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 27, is amended by adding the following as a new section:

(a) An LEA that receives, from a threat assessment team or any other source, credible information regarding a threat of violence or significantly disruptive behavior directed toward, or occurring on the grounds of, a public school in the LEA, and that reports the threat or disruptive behavior to a state or local law enforcement agency, must also notify the parents and guardians of students enrolled in the public school of the same threat or disruptive behavior the LEA reported to law enforcement.

(b) The LEA shall notify parents and guardians within forty-eight (48) hours of the LEA's report to a state or local law enforcement agency, and may be made using existing communication methods for providing information to parents and guardians.

(c) For purposes of this section, a report made to a school resource officer, as defined in § 49-6-4202, or an off-duty law enforcement officer who is serving as an armed school security officer pursuant to § 49-6-809, is not a report to a state or local law enforcement agency. If the school resource officer or armed school security officer subsequently reports the threat of violence or significantly disruptive behavior to the law enforcement agency that employs the school resource officer or armed school security officer or another law enforcement agency with jurisdiction over the school for further investigation or for additional assistance in deescalating a situation occurring on the grounds of the public school or LEA, then the LEA or public charter school shall notify parents and guardians in accordance with subsection (b).

(d) Each local board of education shall report at each quarterly meeting:

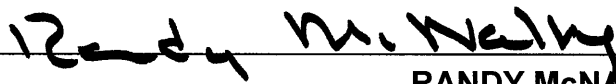
(1) The total number of incidents reported to a state and local law enforcement agency requiring notice to parents and guardians in accordance with subsection (b) for the respective quarter; and

(2) The total number of incidents reported to a state and local law enforcement agency requiring notice to parents and guardians in accordance with subsection (b) for the year to date.

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

SENATE BILL NO. 946

PASSED: April 3, 2025



RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 15th day of April 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Instructional Standards	Descriptor Code: 4.101	Issued Date: 09/13/22
		Rescinds:	Issued:

1 *General*

2 The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or
3 federal law shall be taught.¹ The Superintendent of Schools shall develop administrative procedures to
4 implement this policy.

5 **The Board shall not discriminate on the basis of race, color, religion, sex, national origin, or disability**
6 **in its instructional program or activities⁵. Discrimination shall include antisemitism, defined as a**
7 **certain perception of Jews, which may be expressed as hatred toward Jews including, but not limited**
8 **to, rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish**
9 **individuals and/or their property, toward Jewish community institutions and religious facilities.⁶**

10 **STATE STANDARDS²**

11 Only Tennessee state standards shall be taught within the school district. The following are prohibited:

- 12 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with
13 Common Core; or
14
15 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise
16 identified as Common Core textbooks or instructional materials.

17 Any complaints regarding the above shall be submitted per board policy 4.402.

18 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

19 All curriculum and instructional programming implemented in the school district shall adhere to state
20 and federal laws. District employees shall not include or promote any concepts that would violate state
21 law when providing instruction, using instructional or supplemental materials, or when implementing
22 the instructional program and curriculum.^{1,4}

23 The Superintendent of Schools shall develop procedures to ensure that the district's instructional
24 program complies with state law.

25 Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per the
26 regulation developed by the Tennessee Department of Education.³

Legal References

1. TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206; TCA 49-6-1019
2. TCA 49-1-302(a)(8); TCA 49-1-314; Public Acts of 2022, Chapter No. 1085
3. TRR/MS 0520-12-04
4. Public Acts of 2021, Chapter No. 281; TCA 49-6-1308
5. 42 ISCA 2000d *et seq.*
6. Public Acts of 2025, Chapter No. 293

Cross References

Reconsideration of Textbooks and Instructional Materials
4.402
Controversial Issues 4.800
Controversial Materials 4.801



State of Tennessee

PUBLIC CHAPTER NO. 293

HOUSE BILL NO. 1188

By Representatives Grills, Reedy, Faison, Moody, Cepicky

Substituted for: Senate Bill No. 1209

By Senators Rose, Bowling, Crowe, Bailey, Gardenhire, Jackson, Walley

AN ACT to amend Tennessee Code Annotated, Title 49, relative to discrimination in educational institutions.

WHEREAS, a historic rise in antisemitic violence, harassment, and discrimination has occurred at K-12 schools, colleges, and universities across the United States, targeting Jewish students; and

WHEREAS, on April 2024, the Director of the Federal Bureau of Investigation found that the number of FBI investigations into antisemitic hate crimes tripled in the months after October 7, 2023; and

WHEREAS, according to a recent Gallup Poll, eighty-one percent of Americans now see antisemitism as either a very or somewhat serious problem, up from fifty-seven percent two decades ago; and

WHEREAS, acts of antisemitism on our campuses undermine the educational and social fabric of our institutions; and

WHEREAS, promoting understanding, tolerance, and respect for all students and faculty is imperative; now, therefore,

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 50, is amended by adding the following as a new part:

49-50-1801.

(a) As used in this part:

(1) "Antisemitism" has the same meaning as the working definition of antisemitism described in § 49-7-181; and

(2) "Public institution of education" includes LEAs, public charter schools, and public institutions of higher education.

(b) Discrimination on the basis of race, ethnicity, national origin, sex, or religion against a student or an employee of a public institution of education is prohibited. A public institution of education shall not discriminate against a person on the basis of race, ethnicity, national origin, sex, or religion by:

(1) Excluding the person from participating in a program offered by the public institution of education;

(2) Denying the person the benefits of participating in a program offered by the public institution of education;

(3) Subjecting the person participating in a program offered by the public institution of education to discrimination;

(4) Denying the person any employment benefit; or

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(5) Subjecting the person to an employment condition or practice based solely on the person's race, ethnicity, national origin, sex, or religion.

(c) A public institution of education shall not use criteria for admission to a school, program, or course that has the effect of restricting access for persons of a particular race, ethnicity, national origin, or religion.

(d) All programs and classes offered at a public institution of education must be available to students without regard to the student's race, ethnicity, national origin, sex, or religion. This subsection (d) does not eliminate programs designed to meet the needs of students with limited proficiency in the English language, gifted students, or students with disabilities or programs tailored to students with specialized talents or skills.

(e) A public institution of education shall ensure that guidance services, counseling services, and financial assistance services offered by the public institution of education are available to all students equally and provided in the same manner, regardless of race, ethnicity, national origin, sex, or religion.

49-50-1802.

(a) A public institution of education shall prohibit antisemitic harassment or discrimination against students and employees, including discrimination resulting from a policy of the public institution of education or a program offered by the public institution of education that is conducted on the public institution of education's campus or school grounds, in the same manner as the public institution of education applies to any other form of discrimination prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

(b) All public institutions of education shall:

(1) Integrate the definition of antisemitism into the public institution of education's codes of conduct or antidiscrimination policies to prohibit antisemitic harassment and discrimination; and

(2) Prohibit conduct of harassment and discrimination against Jews in compliance with Title VI of the Civil Rights Act of 1964 and with the antidiscrimination regulations established by the United States department of education and United States department of justice.

(c) All public institutions of education are encouraged to:

(1) Incorporate antisemitism awareness training for all students, staff, faculty, administrators, and police or school security assigned to the campus or school grounds of the public institution of education; and

(2) Integrate Jewish American Heritage curricula for students that incorporate Jewish experiences in America pre-American revolution and post-American revolution, pre-World War II and post-World War II, the Holocaust, and in modern times into a course provided by the public institution of education.

(d) All public institutions of education shall place reasonable time, place, and manner restrictions on speech to ensure order and protect the rights of all students.

49-50-1803.

(a)

(1) By July 1, 2025, the department of education shall designate a Title VI coordinator to monitor antisemitic discrimination and harassment at public institutions of education that serve students in any of the grades kindergarten through grade twelve (K-12).

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(2) Each public institution of higher education shall designate a Title VI coordinator to monitor antisemitic discrimination and harassment at the public institution of higher education.

(b) All public institutions of education shall formally report incidents and complaints of antisemitic discrimination and harassment to the appropriate Title VI coordinator.

(c) A Title VI coordinator designated pursuant to this section shall thoroughly investigate all complaints reported by a public institution of education. If, after reasonable investigation, the respective Title VI coordinator determines that the public institution of education has engaged in, allowed, or not sufficiently prohibited antisemitic discrimination, then the Title VI coordinator shall give written notice to the public institution of education to take the necessary actions to address the prohibited antisemitic discrimination. The public institution of education must take such necessary actions no later than sixty (60) days after the date on which the Title VI coordinator notifies the public institution of education pursuant to this subsection (c).

(d) If the Title VI coordinator determines that the public institution of education has not taken the necessary actions to address the prohibited antisemitic discrimination by the end of the sixty-day period, then the Title VI coordinator shall report their findings to the attorney general and reporter.

(e) Each Title VI coordinator shall, no later than June 30 of each year, issue an annual report on antisemitism at the public institution of education overseen by the coordinator to the attorney general and reporter and to the general assembly.

(f) The general assembly is encouraged to conduct hearings or investigations, as deemed necessary, to assess whether a public institution of education has adequately addressed antisemitic discrimination.

49-50-1804.

(a) Criticism of Israel that is similar to criticism toward any other country is not considered antisemitism discrimination or harassment for purposes of this part.

(b) This part does not diminish or infringe on any right protected under the First Amendment to the United States Constitution or the Tennessee Constitution.

(c) Implementation of this part must not conflict with federal or state antidiscrimination laws and must be implemented consistently with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

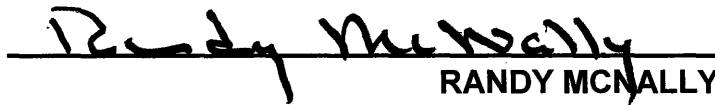
SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 1188

PASSED: April 7, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 24th day of April 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personnel Goals	Descriptor Code: 5.100	Issued Date: 12/12/23
		Rescinds: 5.100	Issued: 11/12/19

1 The Superintendent of Schools shall be appointed by the Kingsport Board of Education in accordance
2 with a plan established by the particular Board in authority at the time the position is to be filled.

3 The Superintendent of Schools shall employ all other personnel.¹ The Superintendent shall ensure that
4 all personnel who are recommended for employment meet qualifications established by law, by
5 appropriate accrediting agencies, by administrative plan and/or the Board for the position to which
6 assignments are to be made.

7 The Superintendent is expected to **recruit and employ the best qualified individuals to staff the school**
8 **district. Hiring decisions should be based on merit rather than any other metric. ~~consider applicants~~**
9 **~~whose educational, geographic and experiential backgrounds shall contribute to desirable diversity in~~**
10 **~~the total staff make-up of the Kingsport City Schools.~~**

11 **~~The district shall set goals for educator diversity that takes into consideration the diversity of the student~~**
12 **~~population.~~**²

13 The Superintendent of Schools shall maintain an employee handbook with procedures, guidelines
14 and other information for employees, including references to Board of Education policies. The employee
15 handbook is intended as a guide for personnel policies and should not be construed as an employee
16 contract. The Board of Education and the administration of Kingsport City Schools expressly reserve the
17 right to unilaterally make additions, deletions, or substitutions to this employee handbook. It is the
18 employee’s responsibility to read the employee handbook and Board of Education policies and to
19 understand that all employees are held to the terms and conditions outlined in each. A printed copy of
20 the most current employee handbook is available upon request. The most authoritative and updated copy
21 of the handbook is the one that appears on the System’s website.

Legal References

1. TCA 49-2-301; TCA 49-5-108
2. State Board of Education Policy 5.700; TCA 49-1-302(g)

Cross References

Superintendent of Schools 5.800

Click here to choose a school board.

Monitoring: Review: Annually, in January	Descriptor Term: Personnel Goals	Descriptor Code: 5.100	Issued Date:
		Rescinds:	Issued:

1 The Board's personnel goals are as follows:¹

- 2 1. To ensure that the Director of Schools recruits and employs the best qualified individuals to staff
3 the school district;
- 4 2. To provide compensation, benefits, and working environments sufficient to attract and retain
5 qualified employees;
- 6 3. To provide an in-service training program for all employees to improve their performance; and
- 7 4. To conduct an evaluation program that will contribute to the continuous improvement of staff
8 performance.

Legal References

1. [TCA 49-1-302\(g\); Public Acts of 2025, Chapter No. 494](#)

Cross References

School District Goals 1.700



State of Tennessee

PUBLIC CHAPTER NO. 494

HOUSE BILL NO. 622

By Representatives Maberry, Lamberth, Mr. Speaker Sexton, Faison, Reeves, McCalmon, Capley, Grills, Hill, Terry, Carringer, Davis, Sherrell, Littleton, Powers, Reedy, Bulso, Todd, Reneau, Hulsey

Substituted for: Senate Bill No. 1083

By Senators Johnson, Hensley, Powers, Rose, Stevens, Watson, Bowling, Yager, Bailey, Crowe, Gardenhire, Jackson, Taylor

AN ACT to amend Tennessee Code Annotated, Title 5; Title 6; Title 7; Title 8 and Title 49, relative to hiring practices of governmental entities.

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

SECTION 1. This act is known and may be cited as the "Dismantle DEI in Employment Act."

SECTION 2. Tennessee Code Annotated, Title 5, Chapter 1, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that local governments are at their most effective when the employees of the local government are the most highly qualified candidates for employment with the local government and that hiring decisions should be based on merit rather than any other metric.

(b) A county government shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a county government, if the county government submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a county government and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the county government in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a county government from this section, the county government shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A county government shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) As used in this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

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(2) Does not include actions required under applicable state or federal employment laws.

SECTION 3. Tennessee Code Annotated, Title 6, Chapter 54, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that local governments are at their most effective when the employees of the local government are the most highly qualified candidates for employment with the local government and that hiring decisions should be based on merit rather than any other metric.

(b) A municipal government shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a municipal government, if the municipal government submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a municipal government and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the municipal government in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a municipal government from this section, the municipal government shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A municipal government shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 4. Tennessee Code Annotated, Title 7, Chapter 3, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that local governments are at their most effective when the employees of the local government are the most highly qualified candidates for employment with the local government and that hiring decisions should be based on merit rather than any other metric.

(b) A metropolitan government shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a metropolitan government, if the metropolitan government submits notice in writing to the comptroller of the treasury that compliance with this section would

result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a metropolitan government and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the metropolitan government in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a metropolitan government from this section, the metropolitan government shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A metropolitan government shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 5. Tennessee Code Annotated, Title 49, Chapter 2, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that LEAs are at their most effective when the faculty members and employees of the LEAs are the most highly qualified candidates for employment with the LEAs and that hiring decisions should be based on merit rather than any other metric.

(b) An LEA shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of an LEA, if the LEA submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by an LEA and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the LEA in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by an LEA from this section, the LEA shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. An LEA shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

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(2) Does not include actions required under applicable state or federal employment laws.

SECTION 6. Tennessee Code Annotated, Title 49, Chapter 7, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that public institutions of higher education are at their most effective when the faculty members and employees of the institutions are the most highly qualified candidates for employment with the institutions and that hiring decisions should be based on merit rather than any other metric.

(b) A public institution of higher education shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of a public institution of higher education government, if the public institution of higher education submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by a public institution of higher education and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the public institution of higher education in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a public institution of higher education from this section, the public institution of higher education shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. A public institution of higher education shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 7. Tennessee Code Annotated, Title 8, Chapter 30, Part 1, is amended by adding the following as a new section:

(a) The general assembly finds that the state government is at its most effective when the employees of the state government are the most highly qualified candidates for employment with the state government and that hiring decisions should be based on merit rather than any other metric.

(b) This state shall not base an employment decision on any metric that considers an applicant's or employee's race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria.

(c)

(1) This section does not apply to an employment decision of this state, if the state submits notice in writing to the comptroller of the treasury that compliance with this section would result in a loss of federal funding, to the extent such an exemption for the employment decision is necessary to conform to federally awarded or amended contracts, subcontracts, or postsecondary grants as a condition to receipt of federal funds. The comptroller of the treasury shall create guidelines as to what information is required in the notice. The comptroller shall review a notice submitted by the state and, if the comptroller finds that compliance would result in the loss of federal funding, then the comptroller shall notify the state in writing of its exemption.

(2) After one (1) calendar year from the date on which the comptroller exempts an employment decision by a public institution of higher education from this section, the state shall submit in writing to the comptroller to have the exemption renewed for an additional one-year period. The state shall notify the comptroller within fourteen (14) days if the conditions or justifications for the comptroller granting the exemption no longer exist.

(d) For the purposes of this section, "employment decision":

(1) Means any action or determination relating to the hiring, firing, retention, promotion, demotion, discipline, evaluation, compensation, training, reassignment, or any other term, condition, or privilege of employment; and

(2) Does not include actions required under applicable state or federal employment laws.

SECTION 8. Tennessee Code Annotated, Section 49-1-302(g), is amended by deleting the subsection and substituting instead:

(g) The board shall not adopt a policy that promotes educator diversity based on race, ethnicity, sex, age, or any other similar demographic characteristic, rather than on individual merit, qualifications, veteran status, or lawful eligibility criteria. Any policy previously adopted by the board in conflict with this subsection is void and of no effect.

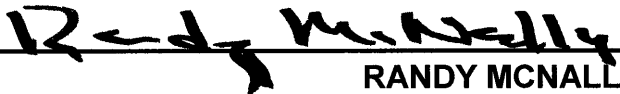
SECTION 9. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 622

PASSED: April 22, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 21st day of May 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 12/12/23
		Rescinds: 5.305	Issued: 11/12/19

1 The Board of Education shall comply with all provisions of the Family and Medical Leave Act of 1993
2 and the related United States Department of Labor regulations.

3 All leave requests shall be submitted to Human Resources.

4 Employees shall be required to furnish medical certification of a serious health condition (for
5 self or eligible family member).¹

6 All accrued paid leave shall be substituted for Family Medical Leave Act leave before unpaid leave
7 begins, as allowable by law.² (Exception for Maternity Leave, see policy 5.3051 Maternity Leave.)

8 If the leave is granted for an employee's health condition, the employee is required to present a fitness-
9 for-duty certificate prior to being restored to employment.³

10 The "12-month period" in which the 12 weeks of leave entitlement occur shall be the calendar year.⁴

11 **MATERNITY/PATERNITY LEAVE**

12 1. Relationship between FMLA leave and Tennessee Maternity Leave Act - FMLA leave shall
13 run concurrently with leave provided under the Tennessee Maternity Act, which affords
14 eligible employees leave for a period not to exceed four (4) months for the adoption,
15 pregnancy, childbirth, and nursing of a newborn child.⁵

16
17 2. Teachers' Leave - In accordance with state law, any teacher who goes on maternity or paternity
18 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave
19 for maternity leave purposes. In order to be eligible to use sick leave, written request of the
20 teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be
21 submitted. Upon verification by a written statement from an adoption agency or other entity
22 handling an adoption, a teacher may also be allowed to use accumulated leave for adoption of a
23 child. If both adoptive parents are teachers employed by the district, however, only one (1)
24 parent is entitled to use such leave.⁶

25
26 3. Spouses who are both eligible employees of the school district are limited to a combined total
27 of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is
28 taken for the birth and care of a newborn child, for the placement of a child for adoption or
29 foster care, or to care for a parent who has a serious health condition. Under certain
30 circumstances, spouses who share leave for the birth or adoption of a child may be eligible for
31 limited amounts of additional leave for other qualifying FMLA reasons.⁷

- 1 4. Paid Parental Leave – Under state law, an additional six (6) work weeks of paid leave is
2 available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor
3 child. An eligible employee taking leave under this provision shall not be required to utilize any
4 other type of accrued leave during this period. Eligible employees include teachers, principals,
5 supervisors, or other individuals required by law to hold a valid license of qualification for
6 employment ~~and who meet the following requirements: who have been employed with a school~~
7 ~~district full time for at least twelve (12) consecutive months.~~
8 a. Possess a valid license or an emergency credential issued by the Department of
9 Education per TCA 49-5-106, required for the position the employee holds;
10 b. Have been employed with the district full time for at least twelve (12) consecutive
11 months in a position for which the employee is required by law to hold the license or an
12 emergency credential referenced above at the time of the qualifying event; and
13 c. Have held a valid license or an emergency credential issued by the Department of
14 Education per TCA 49-5-106 for the entire twelve consecutive months of full time
15 employment.

16 Employees shall provide notice to the school district thirty (30) days prior to the intended use
17 of the leave. If the employee learns about the need for leave less than thirty (30) days in
18 advance, the employee shall give notice as soon as reasonably possible in order to be eligible
19 for the paid leave. ~~This paid leave shall be either: (1) taken consecutively, except in extenuating~~
20 ~~circumstances, as determined by the Superintendent of Schools; or (2) taken non-consecutively,~~
21 ~~but in increments of no less than one (1) week.⁹ This paid leave does not need to be taken~~
22 ~~consecutively; however, the paid leave~~ shall be used within twelve (12) months of the
23 qualifying event. The leave shall run concurrently with FMLA leave.⁸

Legal References

Cross References

1. 29 CFR § 825.305-825.313
 2. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
 3. 29 CFR § 825.312
 4. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000); Federal Family and Medical Leave Act of 1993, 29 USCA § 2601, 2611—2619
 5. TCA 49-5-702; TCA 4-21-408
 6. TCA 49-5-710(a)(2); TCA 8-50-802
 7. 29 CFR § 825.120(a)(3)
 8. Public Acts of 2023, Chapter No. 399
 9. Public Acts of 2025, Chapter No. 163
- Sick Leave 5.302
Personal and Professional Leave 5.303
Long-Term Leaves of Absence 5.304
Maternity Leave 5.3051
Vacations and Holidays 5.310

Click here to choose a school board.

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 **ELIGIBILITY**

2 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
3 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
4 service for purposes of FMLA eligibility¹) during the previous twelve (12) month period shall be
5 eligible to use FMLA leave.²

6 **GENERAL PRINCIPLES**

7 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a
8 fixed calendar year for the following reasons:

- 9 1. The birth of a child;
- 10
- 11 2. The placement of a child with the employee for adoption or foster care;
- 12
- 13 3. A serious health condition of the employee that makes the employee unable to perform the
14 essential functions of his/her job position;
- 15
- 16 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
- 17
- 18 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
19 employee is on covered active duty or has been notified of an impending call or order to
20 covered active duty in the Armed Forces.

21 An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run
22 concurrently with and be counted toward the employee's total period of FMLA leave.

23 **MATERNITY/PATERNITY LEAVE**

- 24 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act* – FMLA leave shall run
25 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
26 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
27 childbirth, and nursing of a newborn child.³
- 28
- 29 2. *Teachers' Leave* – In accordance with state law, any teacher who goes on maternity or paternity
30 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave
31 for maternity leave purposes. In order to be eligible to use sick leave, written request of the

1 teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be
2 submitted. Upon verification by a written statement from an adoption agency or other entity
3 handling an adoption, a teacher may also be allowed to use accumulated leave for adoption of a
4 child. If both adoptive parents are teachers employed by the district, however, only one (1)
5 parent is entitled to use such leave.⁴
6

7 3. Spouses who are both eligible employees of the school district are limited to a combined total
8 of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is
9 taken for the birth and care of a newborn child, for the placement of a child for adoption or
10 foster care, or to care for a parent who has a serious health condition. Under certain
11 circumstances, spouses who share leave for the birth or adoption of a child may be eligible for
12 limited amounts of additional leave for other qualifying FMLA reasons.⁵
13

14 4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is
15 available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor
16 child.⁶ An eligible employee taking leave under this provision shall not be required to utilize
17 any other type of accrued leave during this period. Eligible employees include teachers,
18 principals, supervisors, or other individuals required by law to hold a valid license of
19 qualification for employment and who meet the following requirements:
20

- 21 a. Possess a valid license or an emergency credential issued by the Department of
22 Education per TCA 49-5-106, required for the position the employee holds;
23
- 24 b. Have been employed with the district full time for at least twelve (12) consecutive
25 months in a position for which the employee is required by law to hold the license or an
26 emergency credential referenced above at the time of the qualifying event; and
27
- 28 c. Have held a valid license or an emergency credential issued by the Department of
29 Education per TCA 49-5-106 for the entire twelve consecutive months of fulltime
30 employment.
31

32 Employees shall provide notice to the school district thirty (30) days prior to the intended use
33 of the leave. If the employee learns about the need for leave less than thirty (30) days in
34 advance, the employee shall give notice as soon as reasonably possible in order to be eligible
35 for the paid leave. This paid leave shall be either: (1) taken consecutively, except in extenuating
36 circumstances, as determined by the Director of Schools; or (2) taken nonconsecutively, but in
37 increments of no less than one (1) week. The paid leave shall be used within twelve (12)
38 months of the qualifying event and shall run concurrently with FMLA leave.⁷

39 **LEAVE FOR A SERIOUS HEALTH CONDITION⁸**

40 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when
41 he/she is unable to work because of a serious health condition or to care for an immediate family
42 member with a serious health condition. Employees shall contact Human Resources to determine if the
43 reason for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty

1 (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon
2 as practicable, generally, either the same or next business day.

3 **LEAVE FOR MILITARY FAMILY MEMBERS**

4 1. *Qualifying Exigency Leave*⁹ - Eligible employees are entitled to up to twelve (12) workweeks
5 of leave because of any qualifying exigency arising out of the fact that the spouse, son,
6 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
7 notified of an impending call to active duty, or has been notified of an impending call to active
8 duty status in the Armed Forces. Qualifying exigencies may include:

- 9
- 10 a. Issues arising from the service member's short notice deployment;
 - 11 b. Military events and related activities (e.g., official ceremonies, support programs);
 - 12 c. Making or updating financial and legal arrangements;
 - 13 d. Attending counseling;
 - 14 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
15 is on short-term rest and recuperation leave during deployment; or
 - 16 f. Attending post-deployment activities.

17

18 2. *Military Caregiver Leave*¹⁰ - An eligible employee who is the spouse, son, daughter, parent, or
19 next of kin of a covered service member or covered veteran with a serious injury or illness is
20 entitled to up to twenty-six (26) workweeks of leave in a single twelve (12) month period. A
21 covered service member is a current member of the Armed Forces, including a member of the
22 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
23 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a
24 serious injury or illness.

25

26 A covered veteran is an individual who was a member of the Armed Forces at any time during
27 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
28 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
29 therapy.

30

31 The single twelve (12) month period for military caregiver leave begins on the first day the
32 employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
33 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered
34 service member. The maximum of twenty-six (26) workweeks may include no more than
35 twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the
36 placement of a child for adoption or foster care, for care of a parent who has a serious health
37 condition, or for the employee's own serious health condition.

38 **INTERMITTENT LEAVE**¹¹

39 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
40 seriously ill family member, because of the employee's own serious health condition, or for the care for
41 a newborn, a newly adopted child, or a newly placed foster care child. When an employee requests
42 foreseeable leave for planned medical treatment and the employee would be on leave for greater than
43 twenty percent (20%) of the total number of working days in the period during which the leave would

1 extend, the school district may require that such employee elect either to take the leave for periods of a
2 particular duration, not to exceed the duration of the planned medical treatment, or to transfer
3 temporarily to an available alternative position offered by the school district for which the employee is
4 qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

5 **RESTRICTIONS**

6 1. Notice Requirements

- 7
- 8 a. *Employee Notice*¹²- For foreseeable leave, the employee shall provide the Director of
9 Schools with at least thirty (30) days written notice before the beginning of the
10 anticipated leave.
- 11
- 12 b. *District Notice* - Once it has been established that the leave requested qualifies for
13 FMLA, the Director of Schools/designee shall notify the employee within three (3)
14 business days (absent extenuating circumstances) that any leave taken pursuant to state
15 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
16 compensation) shall run concurrently with FMLA leave.¹³ The notice may be given
17 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
18 the following pay day.¹⁴

19 2. Certification Requirement¹⁵

- 20
- 21
- 22 a. The Director of Schools may require that a request for leave be supported by
23 certification issued by a health care provider with the following information:
- 24
- 25 i. The date on which the serious health condition commenced;
- 26 ii. The probable duration of the condition;
- 27 iii. The appropriate medical facts within the knowledge of the health care provider
28 regarding the condition; and
- 29 iv. A statement that the eligible employee is needed to care for the son, daughter,
30 spouse, or parent and an estimate of the amount of time that such employee is
31 needed.
- 32
- 33 b. If there is any reason to doubt the validity of the certification provided, the Director of
34 Schools may require, at the expense of the school district, an opinion of a second health
35 care provider.

36 3. Period Near the End of an Academic Term (Professional Employees)¹⁶

- 37
- 38
- 39 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
40 Schools may require the employee to continue taking leave until the end of the term if
41 the leave is at least three (3) weeks of duration and the return of employment would
42 occur during the three (3) week period before the end of the term.
- 43
- 44 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
45 may require the employee to continue taking leave until the end of the term if the leave

1 is greater than two (2) weeks duration and the return to employment would occur during
 2 the two (2) week period before the end of the term.

3 **REQUIREMENTS OF THE BOARD**¹⁷

- 4 1. The employee shall be restored to the same position of employment or an equivalent position
 5 with no loss of benefits, pay, or other terms of employment.
- 6 2. The employee shall be kept under any group health plan for the duration of the leave.
- 7 3. The Board may recover the premium paid under the following conditions:
 8
- 9 a. The employee fails to return from leave after the period of leave has expired; and
 - 10 b. The employee fails to return to work for a reason other than the continuation,
 11 recurrence, or onset of a serious health condition or other circumstances beyond the
 12 control of the employee.
 13

Legal References

1. [Hinson v. Tecumseh Products Co., 2000 U.S. App. LEXIS 26778, at *1—10 \(6th Cir. Oct. 17, 2000\)](#)
2. [29 USCA § 2601, 2611—2619](#)
3. [TCA 49-5-702; TCA 4-21-408](#)
4. [TCA 49-5-710\(a\)\(2\); TCA 8-50-802\(a\)\(4\)](#)
5. [29 CFR § 825.120\(a\)\(3\)](#)
6. [Public Acts of 2025, Chapter No. 163](#)
7. [TCA 8-50-814; Public Acts of 2025, Chapter No. 235](#)
8. [29 CFR § 825.113](#)
9. [29 CFR § 825.126](#)
10. [29 CFR § 825.124; 29 CFR § 825.127](#)
11. [29 CFR § 825.202](#)
12. [29 CFR § 825.302-825.304](#)
13. [29 CFR § 825.207](#)
14. [OP Tenn. Atty Gen 94-006 \(Jan 13, 1994\); Plant v. Morton International, Inc., 212 F. 3d 929, 932 \(6th Cir. 2000\)](#)
15. [29 CFR § 825.305-825.313](#)
16. [29 CFR § 825.602](#)
17. [29 USCA § 2614](#)

Cross References

- Sick Leave 5.302
 Long-Term Leaves of Absence 5.304



State of Tennessee

PUBLIC CHAPTER NO. 235

SENATE BILL NO. 1272

By Johnson, White

Substituted for: House Bill No. 1308

By Lamberth, Cochran, Haston, Davis, Littleton

AN ACT to amend Tennessee Code Annotated, Title 8, Chapter 50, Part 8; Title 49, Chapter 1, Part 6; Title 49, Chapter 1, Part 9; Title 49, Chapter 10, Part 14; Title 49, Chapter 16, Part 2; Title 49, Chapter 18, Part 1; Title 49, Chapter 2, Part 1; Title 49, Chapter 3, Part 1; Title 49, Chapter 3, Part 3; Title 49, Chapter 6, Part 10; Title 49, Chapter 6, Part 30; Title 49, Chapter 6, Part 31; Title 49, Chapter 6, Part 41; Title 49, Chapter 6, Part 50; Title 49, Chapter 1, Part 2 and Chapter 1005 of the Public Acts of 2024, relative to education.

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

SECTION 1. Tennessee Code Annotated, Section 8-50-814(a)(2), is amended by deleting the subdivision and substituting instead:

(2) "Eligible employee" means a teacher, principal, supervisor, or other individual required by law to hold a valid license of qualification for employment in the public schools of this state and who meets the following requirements:

(A) Has a valid license of qualification, or an emergency credential issued by the department of education pursuant to § 49-5-106, required for the position the employee holds;

(B) Has been employed full time with the same local education agency or public charter school for at least twelve (12) consecutive months in a position for which the employee is required by law to hold a valid license of qualification, or an emergency credential issued by the department of education pursuant to § 49-5-106, at the time of the birth, adoption, or stillbirth of the employee's child; and

(C) Has held a valid license of qualification or an emergency credential issued by the department of education pursuant to § 49-5-106, for the entire twelve (12) consecutive months of employment with the local education agency or public charter school.

SECTION 2. Tennessee Code Annotated, Section 8-50-814(d)(2), is amended by deleting the subdivision and substituting instead:

(2) Each local board of education and public charter governing body shall adopt a policy that requires the six (6) workweeks of paid leave granted pursuant to this section to be:

(A)(i) Taken consecutively, except in extenuating circumstances, as determined and approved by the director of schools or the director of the public charter school, as applicable; or

(ii) Taken non-consecutively, but in increments of no less than one (1) week; and

(B) Used within twelve (12) months of the birth or stillbirth of the employee's child or the employee's adoption of a newly placed minor child.

SECTION 3. Tennessee Code Annotated, Section 49-1-201(c)(11), is amended by deleting the subdivision and substituting instead:

(11) Upon request of the comptroller of the treasury, report the average daily membership of the preceding year, as determined and taken from the daily membership reports of the teachers and other officers of the various cities and counties, and the school census, as determined by the scholastic census enumeration;

SECTION 4. Chapter 1005 of the Public Acts of 2024, is amended by deleting Section 5 and by deleting subsection (f) in Section 6.

SECTION 5. Tennessee Code Annotated, Section 49-1-225(f), is amended by deleting the language "By July 1, 2025, and by each July 1 thereafter" and substituting instead "By February 1, 2026, and by each February 1 thereafter".

SECTION 6. Chapter 1005 of the Public Acts of 2024, is amended by deleting "Sections 4-6" wherever it appears in Sections 7 and 8 and substituting "Sections 4 and 6".

SECTION 7. Tennessee Code Annotated, Section 49-1-907, is amended by deleting the section.

SECTION 8. Tennessee Code Annotated, Section 49-2-136, is amended by deleting subsection (b).

SECTION 9. Tennessee Code Annotated, Section 49-3-108, is amended by deleting subsection (c) and substituting:

(c)(1) An LEA's allocated education funding must not decrease more than five percent (5%) from one (1) year to the next year. If an LEA's TISA allocation decreases by more than five percent (5%) from the LEA's TISA allocation for the prior school year, then the department shall allocate additional funds to the LEA in an amount such that the decrease in the LEA's TISA allocation for the current year is only five percent (5%), except that the department shall not allocate additional funds to an LEA pursuant to this subsection (c) if the department is required to allocate additional funds to the LEA pursuant to subsection (b).

(2) Beginning with allocations for the 2025-2026 school year, for purposes of implementing subdivision (c)(1), the department shall determine whether an LEA is eligible for additional funds pursuant to subdivision (c)(1) based on funds generated by students in non-virtual schools only.

SECTION 10. Tennessee Code Annotated, Section 49-3-359(c)(2), is amended by deleting "June 1" and substituting "July 31".

SECTION 11. Tennessee Code Annotated, Section 49-3-359(d), is amended by deleting the language "BEP" and substituting instead "TISA".

SECTION 12. Tennessee Code Annotated, Section 49-6-1012(g), is amended by deleting the subsection and substituting instead:

(g) Upon request of the education committee of the senate and the committee of the house of representatives having jurisdiction over academic acceleration, the department of education shall submit a report to the requesting committee on the implementation of this section.

SECTION 13. Tennessee Code Annotated, Section 49-6-3004(e), is amended by deleting the subsection and substituting instead:

(e)(1) A local board of education, private school, or church-related school that exceeds the full six and one-half (6 1/2) hours instructional time required by law by one-half (1/2) hour daily for the full academic year must be credited with the additional instructional time. The excess instructional time may be accumulated in amounts up to, but not exceeding, thirteen (13) instructional days each year, referred to as "stockpile days". Stockpile days may only be applied toward meeting instructional time requirements missed due to:

(A) Dangerous or extreme weather conditions;

(B) Serious outbreaks of illness affecting or endangering students or staff;

(C) Natural disaster or dangerous structural or environmental conditions rendering a school unsafe for use;

(D) School-wide or district-wide instructional planning meetings, parent-teacher conferences, or other similar meetings; or

(E) Faculty professional development that is in compliance with state law and the rules and policies established by the state board of education.

(2) Stockpile days may only be used in whole day (six and one-half (6 1/2) hours); half (1/2) day; or one-third (1/3) day increments.

(3) A local board of education, private school, or church-related school shall maintain documentation of the purpose for each stockpile day used as required by the department of education, including reasons for school closures and agendas for professional development for audit purposes.

(4) An unused accumulated stockpile day must not be used for the purpose of ending the school year early and cannot be carried over from one (1) school year to the next.

SECTION 14. Tennessee Code Annotated, Section 49-6-3004(i)(1), is amended by deleting the language "two (2) days" and substituting instead "five (5) days".

SECTION 15. Tennessee Code Annotated, Section 49-6-3004(i)(7)(A), is amended by deleting the subdivision and substituting:

(A) When possible and safe, as determined by the LEA, make school meals available to students in accordance with the school nutrition program requirements on days that remote instruction is provided pursuant to this subsection (i); and

SECTION 16. Tennessee Code Annotated, Section 49-6-3115, is amended by deleting subdivision (f)(2) and substituting:

(2) Subject to appropriation, the department may use funds to administer a grant program to assist LEAs and public charter schools in providing academic tutoring supports to students.

SECTION 17. Tennessee Code Annotated, Section 49-6-4108(a), is amended by deleting the first sentence of the subsection and substituting:

Upon the request of the department of education, each LEA shall submit a report to the department detailing the LEA's use of corporal punishment.

SECTION 18. Tennessee Code Annotated, Section 49-6-4108(c), is amended by deleting the subsection.

SECTION 19. Tennessee Code Annotated, Section 49-6-5001(c), is amended by adding the following as a new subdivision:

(4) A child in the custody of this state must not be denied admission to any school or school facility if the child has not been immunized or is unable to produce immunization records due to being in the custody of this state. The enrolling school shall comply with all federal laws pertaining to the educational rights of children in state custody, including, but not limited to, 20 U.S.C. § 6311(g)(1)(E).

SECTION 20. Tennessee Code Annotated, Section 49-10-1405, is amended by deleting subdivision (a)(1) and substituting:

(1) Remit funds to a participating student's IEA on at least a quarterly basis. Any funds awarded under this part are the entitlement of only the eligible student under the supervision of the student's parent. The maximum annual amount to which an eligible student is entitled under this part is equal to the amount representing the base funding allocation and the average special education funds generated by students with disabilities under the Tennessee investment in student achievement formula for the LEA in which the student's enrollment is reported for purposes of this part; provided, that if a participating student participated in the program in the 2024-2025 school year, then that participating student must not receive an annual amount in the 2025-2026 school year or a subsequent school year that is less than the annual amount the participating student received in the 2024-2025 school year. For purposes of funding calculations under this subdivision (a)(1),

each participating student must be counted in the enrollment figures for the LEA in which the student resides and is zoned to attend. The IEA funds must be subtracted from the state funds otherwise payable to the LEA;

SECTION 21. Tennessee Code Annotated, Section 49-10-1402(3)(A), is amended by adding the following as a new subdivision:

(xi) Deafness;

SECTION 22. Tennessee Code Annotated, Section 49-3-312(a), is amended by deleting the language "twenty (20)" and substituting instead the language "thirty (30)".

SECTION 23. Tennessee Code Annotated, Section 49-18-109, is amended by deleting the section.

SECTION 24. Tennessee Code Annotated, Section 49-1-228, is amended by adding the following as a new subsection:

(i) Notwithstanding subsection (a), student achievement, student growth, or any other student data that serves as an indicator of performance for a student who enrolls in, or transfers to, a public school for less than fifty percent (50%) of the school year must not be used to assign a letter grade to the receiving school for purposes of this section. The data described in this subsection (i) may be used to assign a letter grade to the school in which the student was enrolled for fifty percent (50%) or more of the respective school year.

SECTION 25. Tennessee Code Annotated, Section 49-1-602, is amended by adding the following as a new subsection:

(f) Notwithstanding another law to the contrary, the state board of education shall not include in the performance goals and measures for a public school or LEA, the student achievement, student growth, or any other student data that serves as an indicator of performance for a student who enrolls in, or transfers to, the public school or LEA for less than fifty percent (50%) of the school year. The data described in this subsection (f) may be included in the performance goals and measures for the public school or LEA in which the student was enrolled for fifty percent (50%) or more of the respective school year, if applicable.

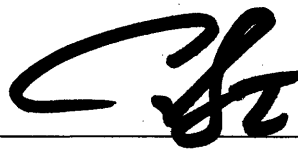
SECTION 26. This act takes effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 1272

PASSED: April 17, 2025



RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 23rd day of April 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Discrimination / Harassment of Employees (Sexual, Racial, Ethnic, Religious)	Descriptor Code: 5.500	Issued Date: 11/12/19
		Rescinds: 5.500	Issued: 03/06/18

1 Employees shall be provided a work environment free from sexual, racial, ethnic and religious
 2 discrimination/harassment (including the definition of antisemitism found in Policy 4.101). It shall be a
 3 violation of this policy for any employee or any student to discriminate against or harass an employee
 4 through disparaging conduct or communication, including sexting and/or cyberbullying, that is sexual,
 5 racial, ethnic or religious in nature. The following guidelines are set forth to protect employees from
 6 discrimination/harassment.

7 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
 8 conduct, advances, gestures or words either written or spoken of a sexual, racial, ethnic or religious
 9 nature that:

- 10 1. Unreasonably interfere with the individual's work or performance; or
- 11 2. Create an intimidating, hostile or offensive work environment; or
- 12 3. Imply that submission to such conduct is made an explicit or implicit term of employment;
- 13 4. Imply that submission to or rejection of such conduct will be used as a basis for an employment
 14 decision affecting the harassed employee.

15 Alleged victims of sexual, racial, ethnic and religious discrimination/harassment shall report these
 16 incidents immediately.² This report should be made to the immediate supervisor, except when the
 17 immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report
 18 may be made to the Federal Rights Coordinator, the Director of Employee Support & Human Relations
 19 and/or the Superintendent of Schools. Allegations of discrimination/harassment shall be fully
 20 investigated (as set forth in *Complaints and Grievances 5.501*). An oral complaint may be submitted;
 21 however, such complaint must be reduced to writing to ensure a more complete investigation. The
 22 complaint should include the following information:

- 23 1. Identity of the alleged victim and person accused;
- 24 2. Location, date, time and circumstances surrounding the alleged incident;
- 25 3. Description of what happened;
- 26 4. Identity of witnesses; and
- 27 5. Any other evidence available.

28 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,
 29 because an individual's need for confidentiality must be balanced with obligations to cooperate with
 30 police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough
 31 investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses may
 32 be disclosed in appropriate circumstances to individuals with a need to know.

- 1 A substantiated charge against an employee shall result in disciplinary action up to and including
2 termination. A substantiated charge against a student may result in corrective or disciplinary action up
3 to and including suspension.
- 4 There will be no retaliation against any person who reports discrimination/harassment or participates in
5 an investigation. However, any employee who refuses to cooperate or gives false information during the
6 course of any investigation may be subject to disciplinary action. The willful filing of a false report will
7 itself be considered harassment and will be treated as such.
- 8 An employee disciplined for violation of this policy may appeal the decision by contacting the Federal
9 Rights Coordinator, the Director of Employee Support and Human Relations and/or the Superintendent
10 of Schools.

Legal References

1. 29 CFR §1604.11
2. 20 USCA § 1681

Cross References

Appeals To & Appearances Before the Board 1.404
Complaints and Grievances 5.501

Click here to choose a school board.

Monitoring: Review: Annually, in February	Descriptor Term: Discrimination / Harassment of Employees (Sexual, Racial, Ethnic, Religious)	Descriptor Code: 5.500	Issued Date:
		Rescinds:	Issued:

1 Employees shall be provided a work environment free from sexual, racial, ethnic, and religious
2 discrimination/harassment (including the definition of antisemitism found in policy 4.100). It shall be a
3 violation of this policy for any employee or any student to discriminate against or harass an employee
4 through disparaging conduct or communication that is sexual, racial, ethnic, or religious in nature.

5 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
6 conduct, advances, gestures, or words, either written or spoken, of a sexual, racial, ethnic, or religious
7 nature that:

- 8 1. Unreasonably interferes with the individual's work or performance;
- 9
- 10 2. Creates an intimidating, hostile, or offensive work environment;
- 11
- 12 3. Implies that submission to such conduct is made an explicit or implicit term of employment; or
- 13
- 14 4. Implies that submission to or rejection of such conduct will be used as a basis for an employment
- 15 decision affecting the harassed employee.

16 Alleged victims of sexual, racial, ethnic, and religious discrimination/harassment shall report these
17 incidents immediately.² This report shall be made to the immediate supervisor, except when the
18 immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report
19 may be made to the Federal Rights Coordinator or the [REDACTED]. Allegations of
20 discrimination/harassment shall be fully investigated. An oral complaint may be submitted; however,
21 such complaint shall be reduced to writing to ensure a more complete investigation. The complaint shall
22 include the following information:

- 23 1. Identity of the alleged victim and person accused;
- 24
- 25 2. Location, date, time, and circumstances surrounding the alleged incident;
- 26
- 27 3. Description of what happened;
- 28
- 29 4. Identity of witnesses; and
- 30
- 31 5. Any other evidence available.

32 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,
33 because an individual's need for confidentiality shall be balanced with obligations to cooperate with



State of Tennessee

PUBLIC CHAPTER NO. 293

HOUSE BILL NO. 1188

By Representatives Grills, Reedy, Faison, Moody, Cepicky

Substituted for: Senate Bill No. 1209

By Senators Rose, Bowling, Crowe, Bailey, Gardenhire, Jackson, Walley

AN ACT to amend Tennessee Code Annotated, Title 49, relative to discrimination in educational institutions.

WHEREAS, a historic rise in antisemitic violence, harassment, and discrimination has occurred at K-12 schools, colleges, and universities across the United States, targeting Jewish students; and

WHEREAS, on April 2024, the Director of the Federal Bureau of Investigation found that the number of FBI investigations into antisemitic hate crimes tripled in the months after October 7, 2023; and

WHEREAS, according to a recent Gallup Poll, eighty-one percent of Americans now see antisemitism as either a very or somewhat serious problem, up from fifty-seven percent two decades ago; and

WHEREAS, acts of antisemitism on our campuses undermine the educational and social fabric of our institutions; and

WHEREAS, promoting understanding, tolerance, and respect for all students and faculty is imperative; now, therefore,

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 50, is amended by adding the following as a new part:

49-50-1801.

(a) As used in this part:

(1) "Antisemitism" has the same meaning as the working definition of antisemitism described in § 49-7-181; and

(2) "Public institution of education" includes LEAs, public charter schools, and public institutions of higher education.

(b) Discrimination on the basis of race, ethnicity, national origin, sex, or religion against a student or an employee of a public institution of education is prohibited. A public institution of education shall not discriminate against a person on the basis of race, ethnicity, national origin, sex, or religion by:

(1) Excluding the person from participating in a program offered by the public institution of education;

(2) Denying the person the benefits of participating in a program offered by the public institution of education;

(3) Subjecting the person participating in a program offered by the public institution of education to discrimination;

(4) Denying the person any employment benefit; or

HB1188

(5) Subjecting the person to an employment condition or practice based solely on the person's race, ethnicity, national origin, sex, or religion.

(c) A public institution of education shall not use criteria for admission to a school, program, or course that has the effect of restricting access for persons of a particular race, ethnicity, national origin, or religion.

(d) All programs and classes offered at a public institution of education must be available to students without regard to the student's race, ethnicity, national origin, sex, or religion. This subsection (d) does not eliminate programs designed to meet the needs of students with limited proficiency in the English language, gifted students, or students with disabilities or programs tailored to students with specialized talents or skills.

(e) A public institution of education shall ensure that guidance services, counseling services, and financial assistance services offered by the public institution of education are available to all students equally and provided in the same manner, regardless of race, ethnicity, national origin, sex, or religion.

49-50-1802.

(a) A public institution of education shall prohibit antisemitic harassment or discrimination against students and employees, including discrimination resulting from a policy of the public institution of education or a program offered by the public institution of education that is conducted on the public institution of education's campus or school grounds, in the same manner as the public institution of education applies to any other form of discrimination prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

(b) All public institutions of education shall:

(1) Integrate the definition of antisemitism into the public institution of education's codes of conduct or antidiscrimination policies to prohibit antisemitic harassment and discrimination; and

(2) Prohibit conduct of harassment and discrimination against Jews in compliance with Title VI of the Civil Rights Act of 1964 and with the antidiscrimination regulations established by the United States department of education and United States department of justice.

(c) All public institutions of education are encouraged to:

(1) Incorporate antisemitism awareness training for all students, staff, faculty, administrators, and police or school security assigned to the campus or school grounds of the public institution of education; and

(2) Integrate Jewish American Heritage curricula for students that incorporate Jewish experiences in America pre-American revolution and post-American revolution, pre-World War II and post-World War II, the Holocaust, and in modern times into a course provided by the public institution of education.

(d) All public institutions of education shall place reasonable time, place, and manner restrictions on speech to ensure order and protect the rights of all students.

49-50-1803.

(a)

(1) By July 1, 2025, the department of education shall designate a Title VI coordinator to monitor antisemitic discrimination and harassment at public institutions of education that serve students in any of the grades kindergarten through grade twelve (K-12).

HB1188

(2) Each public institution of higher education shall designate a Title VI coordinator to monitor antisemitic discrimination and harassment at the public institution of higher education.

(b) All public institutions of education shall formally report incidents and complaints of antisemitic discrimination and harassment to the appropriate Title VI coordinator.

(c) A Title VI coordinator designated pursuant to this section shall thoroughly investigate all complaints reported by a public institution of education. If, after reasonable investigation, the respective Title VI coordinator determines that the public institution of education has engaged in, allowed, or not sufficiently prohibited antisemitic discrimination, then the Title VI coordinator shall give written notice to the public institution of education to take the necessary actions to address the prohibited antisemitic discrimination. The public institution of education must take such necessary actions no later than sixty (60) days after the date on which the Title VI coordinator notifies the public institution of education pursuant to this subsection (c).

(d) If the Title VI coordinator determines that the public institution of education has not taken the necessary actions to address the prohibited antisemitic discrimination by the end of the sixty-day period, then the Title VI coordinator shall report their findings to the attorney general and reporter.

(e) Each Title VI coordinator shall, no later than June 30 of each year, issue an annual report on antisemitism at the public institution of education overseen by the coordinator to the attorney general and reporter and to the general assembly.

(f) The general assembly is encouraged to conduct hearings or investigations, as deemed necessary, to assess whether a public institution of education has adequately addressed antisemitic discrimination.

49-50-1804.

(a) Criticism of Israel that is similar to criticism toward any other country is not considered antisemitism discrimination or harassment for purposes of this part.

(b) This part does not diminish or infringe on any right protected under the First Amendment to the United States Constitution or the Tennessee Constitution.

(c) Implementation of this part must not conflict with federal or state antidiscrimination laws and must be implemented consistently with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

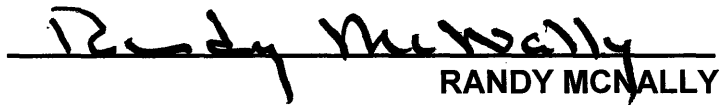
SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 1188

PASSED: April 7, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 24th day of April 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Interrogations and Searches	Descriptor Code: 6.303	Issued Date: 11/14/23
		Rescinds:	Issued:

1 INTERROGATIONS BY SCHOOL PERSONNEL

2 Students may be questioned by teachers or principals about any matter pertaining to the operation of a
3 school and/or the enforcement of its rules. Questioning shall be conducted discreetly and under
4 circumstances which will avoid unnecessary embarrassment to the student. Any student answering
5 falsely or evasively or refusing to answer a question may be subject to disciplinary action, including
6 suspension.

7 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the
8 principal or designee may interrogate the student without the presence of parent(s)/guardian(s).

9 INTERROGATIONS BY POLICE AT PRINCIPAL'S REQUEST

10 If the principal has requested assistance by law enforcement to investigate a crime involving his/her
11 school, the police may interrogate a student suspect in school during school hours. The principal shall
12 first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise.
13 However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the
14 principal/designee shall be present during the interrogation.¹

15 POLICE-INITIATED INTERROGATIONS

16 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated
17 crimes committed outside of school hours, the police department should first contact the principal
18 regarding the planned interrogation and inform him/her of the probable cause to investigate. The
19 principal shall make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation unless
20 circumstances require otherwise. The interrogation may proceed without attendance of the
21 parent(s)/guardian(s).

22 SEARCHES BY SCHOOL PERSONNEL

23 **The school principal shall authorize all searches at the outset per state law.³ All principal initiated**
24 **searches shall be conducted by a school security officer or a school administrator who has completed the**
25 **state required training.⁴ The following conditions shall apply to principal initiated searches:**

- 26 1. All the following standards of reasonableness must be met:
 - 27 a. A particular student has violated school policy;
 - 28 b. The search will yield evidence of the violation of school policy or will lead to finding
29 dangerous weapons, drugs, or drug paraphernalia;
 - 30 c. The search is in pursuit of legitimate interests of the school in maintaining order,
31 discipline, safety, supervision, and education;

- 1 d. The search is not conducted for the sole purpose of discovering evidence to be used in
2 criminal prosecution; and
- 3 e. The search shall be reasonably related to the objectives of the search and not
4 excessively intrusive considering the age and sex of the student as well as the nature
5 of the alleged infraction.⁵
- 6 2. A school administrator shall be on-site at any principal-initiated search;
- 7 3. A school administrator shall oversee the search and may end the search at any time; and
- 8 4. If a student is under the age of eighteen (18), the principal must notify the student's parent or
9 guardian within a reasonable time of the search.⁴
- 10 If a school resource officer searches a student, based on having probable cause, the principal shall notify
11 the Superintendent of Schools/designee.⁶
- 12 In order to ensure a safe and secure learning environment, the Superintendent of Schools shall develop
13 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent
14 with state law. The Superintendent of Schools shall develop additional procedures to ensure compliance
15 with all of the provisions of the School Security Act of 1981.^{1,2}

16

 Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4201 *et seq.*; Tenn. Op. Att'y Gen. No. 14-21 (February 24, 2014)
3. TCA 49-6-4204(a); TCA 49-6-4205(a)
4. Public Acts of 2025, Chapter No. 244
5. TCA 49-6-4205(b)
6. State v. R.D.S, No. M200801724COAR3JV, 2009 WL2136324, at *1 (Tenn. Ct. App. July 16, 2009)

 Cross References

Traffic and Parking Controls 3.403
 Procedural Due Process 6.302
 Reporting Child Abuse 6.409

Click here to choose a school board.

Monitoring: Review: Annually, in March	Descriptor Term: Questioning Students and Searches	Descriptor Code: 6.303	Issued Date:
		Rescinds:	Issued:

1 **QUESTIONING BY SCHOOL PERSONNEL**

2 Students may be questioned by teachers or principals about any matter pertaining to the operation of a
3 school and/or the enforcement of its rules. Questioning shall be conducted discreetly and under
4 circumstances which will avoid unnecessary embarrassment to the student. Any student answering
5 falsely or evasively or refusing to answer a question may be subject to disciplinary action, including
6 suspension.

7 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the
8 principal may interrogate the student without the presence of parent(s)/guardian(s).

9 **INTERROGATIONS BY POLICE AT PRINCIPAL’S REQUEST**

10 If the principal has requested assistance by law enforcement to investigate a crime involving his/her
11 school, the police may interrogate a student suspect in school during school hours. The principal shall
12 first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise.
13 However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the
14 principal/designee shall be present during the interrogation.¹

15 **POLICE-INITIATED INTERROGATIONS**

16 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated
17 crimes committed outside of school hours, the police department should first contact the principal
18 regarding the planned interrogation and inform him/her of the probable cause to investigate. The
19 principal shall make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation unless
20 circumstances require otherwise. The interrogation may proceed without attendance of the
21 parent(s)/guardian(s), but the principal/designee shall be present during the interrogation.

22 **SEARCHES BY SCHOOL PERSONNEL**

23 The school principal shall authorize all searches at the outset per state law.² All principal initiated
24 searches shall be conducted by a school security officer or a school administrator who has completed the
25 state required training.³ The following conditions shall apply to principal initiated searches:

- 26 1. All the following standards of reasonableness must be met:
27 a. A particular student has violated school policy;
28 b. The search will yield evidence of the violation of school policy or will lead to finding
29 dangerous weapons, drugs, or drug paraphernalia;

- 1 c. The search is in pursuit of legitimate interests of the school in maintaining order,
2 discipline, safety, supervision, and education;
3 d. The search is not conducted for the sole purpose of discovering evidence to be used in
4 criminal prosecution; and
5 e. The search shall be reasonably related to the objectives of the search and not
6 excessively intrusive considering the age and sex of the student as well as the nature of
7 the alleged infraction;⁴
8
- 9 2. A school administrator shall be on-site at any principal-initiated search;
10
11 3. A school administrator shall oversee the search and may end the search at any time; and
12
13 4. If a student is under the age of eighteen (18), the principal must notify the student's parent or
14 guardian within a reasonable time of the search³

15 If a school resource officer searches a student, based on having probable cause, the principal shall
16 notify the Director of Schools/designee.⁵

17 In order to ensure a safe and secure learning environment, the Director of Schools shall develop
18 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent
19 with state law. The Director of Schools shall develop additional procedures to ensure compliance with
20 all of the provisions of the School Security Act of 1981.⁶

21

Legal References

1. [TCA 49-6-4203\(b\)](#)
2. [TCA 49-6-4204\(a\)](#); [TCA 49-6-4205\(a\)](#)
3. [Public Acts of 2025, Chapter No. 244](#)
4. [TCA 49-6-4205\(b\)](#)
5. [State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 \(Tenn. Ct. App. July 16, 2009\)](#)
6. [TCA 49-6-4201](#); [Tenn. Op. Att'y Gen. No. 14-21 \(February 24, 2014\)](#)

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Reporting Child Abuse 6.409



State of Tennessee

PUBLIC CHAPTER NO. 244

SENATE BILL NO. 290

By Bailey, Hatcher, Yager

Substituted for: House Bill No. 764

By Williams, Cepicky, Reedy, White

AN ACT to amend Tennessee Code Annotated, Title 49, Chapter 6, relative to searches on school property.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-4204(a), is amended by designating the subsection as subdivision (a)(1) and adding the following to the end of the subdivision:

(2) A search conducted pursuant to this subsection (a) may only be conducted by a:

(A) School resource officer who is acting, for the purpose of the search, as a school official;

(B) School security officer; or

(C) School administrator who has completed training pursuant to § 49-6-4212.

SECTION 2. Tennessee Code Annotated, Section 49-6-4204, is amended by adding the following as a new subsection:

(e) This section does not:

(1) Authorize a search that violates the fourth amendment to the United States Constitution or the Constitution of Tennessee, Article I, § 7; or

(2) Restrict a law enforcement officer from conducting a lawful search on school property.

SECTION 3. Tennessee Code Annotated, Section 49-6-4205(a), is amended by designating the subsection as subdivision (a)(1) and adding the following to the end of the subdivision:

(2) A search conducted pursuant to this subsection (a) may only be conducted by a:

(A) School resource officer who is acting, for the purpose of the search, as a school official;

(B) School security officer; or

(C) School administrator who has completed training pursuant to § 49-6-4212.

(3) If a student is under eighteen (18) years of age, then the principal must notify the student's parent or legal guardian within a reasonable time of the search.

SECTION 4. Tennessee Code Annotated, Section 49-6-4205, is amended by adding the following as a new subsection:

(c) This section does not:

(1) Authorize a search that violates the fourth amendment to the United States Constitution or the Constitution of Tennessee, Article I, § 7; or

(2) Restrict a law enforcement officer from conducting a lawful search on school property.

SECTION 5. Tennessee Code Annotated, Section 49-6-4212, is amended by deleting subsection (a) and substituting:

(a)(1) The department of education shall establish and maintain an orientation and training program for LEAs to inform school administrators of the rights of students relative to searches.


(2) An LEA and a local law enforcement agency may establish and maintain an orientation and training program designed to familiarize school administrators with this part and with local policies and procedures for implementing and enforcing this part.

(3) A school administrator must complete the orientation and training developed by the department pursuant to subdivision (a)(1) prior to conducting a search pursuant to § 49-6-4204(a)(2)(C) or § 49-6-4205(a)(2)(C).

SECTION 6. Section 5 of this act takes effect upon becoming a law, the public welfare requiring it. All other sections of this act take effect July 1, 2025, the public welfare requiring it.

SENATE BILL NO. 290

PASSED: April 10, 2025



RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 24th day of April 2025



BILL LEE, GOVERNOR

Document: Tenn. Code Ann. § 49-6-4204

Tenn. Code Ann. § 49-6-4204[Copy Citation](#)

Current through the 2024 Regular Session.

[Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS](#) [Title 49 Education](#) [Chapter 6 Elementary and Secondary Education](#) [Part 42 School Security Act of 1981](#)

49-6-4204. Search of lockers, vehicles, and other property.

- (a) When individual circumstances in a school dictate, a principal may order that vehicles parked on school property by students or visitors, containers, packages, lockers or other enclosures used for storage by students or visitors, and other areas accessible to students or visitors be searched in the principal's presence or in the presence of other members of the principal's staff.
- (b) Individual circumstances requiring a search may include incidents on school property, including school buses, involving, but not limited to, the use of dangerous weapons, drugs or drug paraphernalia by students that are known to the principal or other staff members, information received from law enforcement, juvenile or other authorities indicating a pattern of drug dealing or drug use by students of that school, any assault or attempted assault on school property with dangerous weapons or any other actions or incidents known by the principal that give rise to reasonable suspicion that dangerous weapons, drugs or drug paraphernalia are held on school property by one (1) or more students.
- (c) A notice shall be posted in the school that lockers and other storage areas, containers, and packages brought into the school by students or visitors are subject to search for drugs, drug paraphernalia, dangerous weapons or any property that is not properly in the possession of the student.
- (d) A notice shall be posted where it is visible from the school parking lot that vehicles parked on school property by students or visitors are subject to search for drugs, drug paraphernalia or dangerous weapons.

History

Acts 1981, ch. 368, § 2; 1983, ch. 397, §§ 3, 4; T.C.A., § 49-9-404; Acts 1988, ch. 727, §§ 3-5; 1994, ch. 636, §§ 1-4.

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49-6-4205. Search of students.

- (a)** A student may be subject to physical search because of the results of a locker search, or because of information received from a teacher, staff member, student or other person if such action is reasonable to the principal.
- (b)** All of the following standards of reasonableness shall be met:
- (1)** A particular student has violated school policy;
 - (2)** The search will yield evidence of the violation of school policy or will lead to disclosure of a dangerous weapon, drug paraphernalia or drug;
 - (3)** The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision and education of students;
 - (4)** The search is not conducted for the sole purpose of discovering evidence to be used in a criminal prosecution; and
 - (5)** The search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student, as well as the nature of the infraction alleged to have been committed.

History

Acts 1981, ch. 368, § 2; 1983, ch. 397, § 6; T.C.A., § 49-9-406; Acts 1988, ch. 727, § 6; 1994, ch. 636, §§ 5, 6.

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Kingsport City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation	Descriptor Code: 6.304	Issued Date: 08/09/22
		Rescinds: 6.304	Issued: 02/11/20

1 The Kingsport City Board of Education has determined that a safe, civil, and supportive environment in
2 school is necessary for students to learn and achieve high academic standards. In order to maintain that
3 environment, acts of bullying, cyber-bullying, discrimination (including the definition of antisemitism
4 found in Policy 4.101), harassment, hazing or any other victimization of students, based on any actual
5 or perceived traits or characteristics, are prohibited.¹

6 This policy shall be disseminated annually to all school staff, students, and parents.² This policy shall
7 cover employees, employees' behaviors, students and students' behaviors while on school property, at
8 any school-sponsored activity, on school-provided equipment or transportation, or at any official school
9 bus stop. If the act takes place off school property or outside of a school-sponsored activity, this policy
10 is in effect if the conduct is directed specifically at a student or students and has the effect of creating a
11 hostile educational environment or otherwise creating a substantial disruption to the education
12 environment or learning process.

13 Building administrators are responsible for educating and training their respective staff and students as
14 to the definition and recognition of discrimination/harassment.³

15 **DEFINITIONS⁴**

16 Bullying/Intimidation/Harassment - An act that substantially interferes with a student's educational
17 benefits, opportunities, or performance, and the act has the effect of:

- 18 • Physically harming a student or damaging a student's property;
- 19
- 20 • Knowingly placing a student or students in reasonable fear of physical harm to the student or
21 damage to the student's property;
- 22
- 23 • Causing emotional distress to a student or students; or
- 24
- 25 • Creating a hostile educational environment.

26 Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class
27 (race, nationality, origin, color, gender, age, disability, religion) that is severe, pervasive, or persistent
28 and creates a hostile environment.

1 Cyber-bullying – A form of bullying undertaken through the use of electronic devices. Electronic devices
2 include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices,
3 text messaging, emails, social networking sites, instant messaging, videos, web sites, or fake profiles.

4 Hazing - An intentional or reckless act by a student or group of students that is directed against any other
5 student(s) that endangers the mental or physical health or safety of the student(s) or that induces or
6 coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees
7 of the school district shall not encourage, permit, condone or tolerate hazing activities.²

8 “Hazing” does not include customary athletic events or similar contest or competitions and is limited to
9 those actions taken and situations created in connection with initiation into or affiliation with any
10 organization.⁵

11 **COMPLAINTS AND INVESTIGATIONS**

12 Alleged victims of the above-referenced offenses shall report these incidents immediately to a teacher,
13 counselor or building administrator. All school employees are required to report alleged violations of
14 this policy to the principal/designee. All other members of the school community, including students,
15 parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy.⁶

16 While reports may be made anonymously, an individual's need for confidentiality must be balanced with
17 obligations to cooperate with police investigations or legal proceedings, to provide due process to the
18 accused, to conduct a thorough investigation or to take necessary actions to resolve a complaint, and the
19 identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a
20 need to know.

21 The principal/designee at each school shall be responsible for investigating and resolving complaints.
22 Once a complaint is received, the principal/designee shall initiate an investigation within forty-eight (48)
23 hours of receipt of the report.⁴ If a report is not initiated within forty-eight (48) hours, the
24 principal/designee shall provide the director of schools with appropriate documentation detailing the
25 reasons why the investigation was not initiated within the required timeframe.⁷

26 The principal/designee shall notify the parent/legal guardian when a student is involved in an act of
27 discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall
28 provide information on district counseling and support services. Students involved in an act of
29 discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate
30 school counselor by the principal/designee when deemed necessary.⁸

31 The principal/designee is responsible for determining whether an alleged act constitutes a violation of
32 this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- 33 • It places the student in reasonable fear or harm for the student’s person or property;
- 34
- 35 • It has a substantially detrimental effect on the student’s physical or mental health;
- 36
- 37 • It has the effect of substantially interfering with the student’s academic performance; or
- 38

- It has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. All investigations shall be completed and appropriate intervention taken within twenty (20) calendar days from the receipt of the initial report.⁴ If the investigation is not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall provide the director of schools with appropriate documentation detailing the reasons why the investigation has not been completed or the appropriate intervention has not taken place.⁴ Within the parameters of the federal Family Educational Rights and Privacy Act⁹ (FERPA) at 20 U.S.C. § 1232g, a written report on the investigation will be delivered to the parents of the complainant, parents of the accused students and to the Director of Schools.

RESPONSE AND PREVENTION¹⁰

School administrators shall consider the nature and circumstances of the incident, the age of the violator, the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate to properly respond to each situation.

A substantiated charge against an employee shall result in disciplinary action up to and including termination. A substantiated charge against a student may result in corrective or disciplinary action up to and including suspension.

An employee disciplined for violation of this policy may appeal the decision by contacting the Federal Rights Coordinator. Any student disciplined for violation of this policy may appeal the decision in accordance with disciplinary policies and procedures.

REPORTS

When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of physical harm to a student or a student's property, the principal/designee of each middle school, junior high school, or high school shall report the findings and any disciplinary actions taken to the director of schools and the President of the board of education.¹¹

By August 1 of each year, the director of schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the board of education at its regular August work session, and it shall be submitted to the state department of education by August 1.¹²

The director of schools shall develop forms and procedures to ensure compliance with the requirements of this policy and TCA 49-6-4503.

RETALIATION AND FALSE ACCUSATIONS

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation

1 shall be determined by the administrator after consideration of the nature, severity, and circumstances of
2 the act.¹³

3 False accusations accusing another person of having committed an act prohibited under this policy are
4 prohibited. The consequences and appropriate remedial action for a person found to have falsely
5 accused another may range from positive behavioral interventions up to and including suspension and
6 expulsion.¹⁴

Legal References

1. TCA 49-6-4503(a), (b)(3); 20 USCA §§ 1681 to 1686
2. TCA 49-6-4503(b)(11)
3. TCA 49-6-4503(b)(12)
4. TCA 49-6-4503(b)(2), (13)
5. TCA 49-2-120
6. TCA 49-6-4503(b)(5)
7. TCA 49-6-4503(b)(6)
8. TCA 49-6-4503(b)(14)
9. 20 USCA § 1232g
10. TCA 49-6-4503(b)(4), (7)-(8)
11. TCA 49-6-4503(d)(3)
12. TCA 49-6-4503(c)(2)(B)
13. TCA 49-6-4503(b)(9)
14. TCA 49-6-4503(b)(10)

Cross References

Section 504 and ADA Grievance Procedures 1.802
Staff-Student Relations 5.610
Student Goals 6.100
Title IX & Sexual Harassment 6.3041
Code of Conduct 6.300
Student Concerns 6.305
Reporting Child Abuse 6.409
Emergency Contact Information 6.410
Student Suicide Prevention 6.415

Click here to choose a school board.

Monitoring: Review: Annually, in March	Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation	Descriptor Code: 6.304	Issued Date:
		Rescinds:	Issued:

1 In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve
2 high academic standards, acts of bullying, cyber-bullying, discrimination (including the definition of
3 antisemitism found in policy 4.100), harassment, intimidation, hazing, or any other victimization of
4 students, based on any actual or perceived traits or characteristics, are prohibited.¹

5 This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).² This
6 policy shall cover employees, employees' behaviors, students, and students' behaviors while on school
7 property, at any school-sponsored activity, on school-provided equipment or transportation, or at any
8 official school bus stop. If the act takes place off of school property or outside of a school-sponsored
9 activity, this policy is in effect if the conduct is directed specifically at a student and has the effect of
10 creating a hostile educational environment or otherwise creating a substantial disruption to the education
11 environment or learning process.

12 The principal/designee is responsible for educating and training respective staff and students as to the
13 definition and recognition of discrimination/harassment.³

14 The Director of Schools shall develop forms and procedures to ensure compliance with the
15 requirements of this policy and state law.

16 **DEFINITIONS⁴**

17 "Bullying/Intimidation/Harassment" is an act that substantially interferes with a student's educational
18 benefits, opportunities, or performance, and the act has the effect of:

- 19 1. Physically harming a student or damaging a student's property;
- 20
- 21 2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to
22 the student's property;
- 23
- 24 3. Causing emotional distress to a student; or
- 25
- 26 4. Creating a hostile educational environment.

27 Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class
28 (race, nationality, origin, color, sex, age, disability, religion) that is severe, pervasive, or persistent and
29 creates a hostile environment.

1 “Cyber-bullying” is a form of bullying undertaken through the use of electronic devices. Electronic
2 devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication
3 devices, text messaging, emails, social networking sites, instant messaging, videos, web sites, or fake
4 profiles.

5 “Hazing” is an intentional or reckless act by a student or group of students that is directed against any
6 other student(s) that endangers the mental or physical health or safety of the student(s) or that induces
7 or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees
8 of the school district shall not encourage, permit, condone, or tolerate hazing activities.

9 Hazing does not include customary athletic events or similar contests or competitions and is limited to
10 those actions taken and situations created in connection with initiation into or affiliation with any
11 organization.⁵

12 **COMPLAINTS AND INVESTIGATIONS**

13 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall
14 promptly report such information to the principal/designee.⁶

15 While reports may be made anonymously, an individual's need for confidentiality shall be balanced with
16 obligations to cooperate with police investigations or legal proceedings, to provide due process to the
17 accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint. The
18 identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a
19 need to know.

20 The principal/designee at each school shall be responsible for investigating and resolving complaints.
21 Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48)
22 hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the
23 principal/designee shall provide the Director of Schools with appropriate documentation detailing the
24 reasons why the investigation was not initiated within the required timeframe.⁷ The principal/designee
25 shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of discrimination,
26 harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information
27 on district counseling and support services. Students involved in an act of discrimination, harassment,
28 intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the
29 principal/designee when deemed necessary.⁸

30 The principal/designee is responsible for determining whether an alleged act constitutes a violation of
31 this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- 32 1. It places the student in reasonable fear or harm for the student’s person or property;
33
- 34 2. It has a substantially detrimental effect on the student’s physical or mental health;
35
- 36 3. It has the effect of substantially interfering with the student’s academic performance; or
37
- 38 4. It has the effect of substantially interfering with the student’s ability to participate in or benefit
39 from the services, activities, or privileges provided by a school.

1 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and
2 complete investigation of each alleged incident. All investigations shall be completed and appropriate
3 intervention taken within twenty (20) calendar days from the receipt of the initial report.⁷ If the
4 investigation is not complete or intervention has not taken place within twenty (20) calendar days, the
5 principal/designee shall provide the Director of Schools with appropriate documentation detailing the
6 reasons why the investigation has not been completed or the appropriate intervention has not taken
7 place.⁷ Within the parameters of the federal Family Educational Rights and Privacy Act,⁹ a written report
8 on the investigation will be delivered to all involved parties and the Director of Schools.

9 **RESPONSE AND PREVENTION**¹⁰

10 The principal/designee shall consider the nature and circumstances of the incident, the age of the
11 individual, the degree of harm, previous incidences or patterns of behavior, or any other factors, as
12 appropriate, to properly respond to each situation.

13 A substantiated charge against an employee shall result in disciplinary action up to and including
14 termination. The employee may appeal this decision by contacting the Federal Rights Coordinator or the
15 [REDACTED].

16 A substantiated charge against a student may result in corrective or disciplinary action up to and
17 including suspension. The student may appeal this decision in accordance with disciplinary policies and
18 procedures.

19 **REPORTS**

20 When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of
21 physical harm to a student or a student's property, the principal/designee of each middle school, junior
22 high school, or high school shall report the findings and any disciplinary actions taken to the Director of
23 Schools and the Chair of the Board.¹¹

24 By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying
25 cases brought to the attention of school officials during the prior academic year. The report shall also
26 indicate how the cases were resolved and/or the reasons they are still pending. This report shall be
27 presented to the Board at its regular July meeting, and it shall be submitted to the State Department of
28 Education by August 1st.¹²

29 **RETALIATION AND FALSE ACCUSATIONS**

30 Retaliation against any person who reports or assists in any investigation of an act alleged in this policy
31 is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation
32 shall be determined by the principal/designee after consideration of the nature, severity, and
33 circumstances of the act.¹³

34 False accusations accusing another person of having committed an act prohibited under this policy are
35 prohibited. The consequences and appropriate remedial action for a person found to have falsely
36 accused another may range from positive behavioral interventions up to and including expulsion.¹⁴

Legal References

1. [TCA 49-6-4503\(a\), \(b\)\(3\); 20 USCA §§ 1681 to 1686; Public Acts of 2025, Chapter No. 293](#)
2. [TCA 49-6-4503\(b\)\(11\)](#)
3. [TCA 49-6-4503\(b\)\(12\)](#)
4. [TCA 49-6-4503\(b\)\(2\), \(13\)](#)
5. [TCA 49-2-120](#)
6. [TCA 49-6-4503\(b\)\(5\)](#)
7. [TCA 49-6-4503\(b\)\(6\)](#)
8. [TCA 49-6-4503\(b\)\(14\)](#)
9. [20 USCA § 1232g](#)
10. [TCA 49-6-4503\(b\)\(4\), \(7\)-\(8\)](#)
11. [TCA 49-6-4503\(d\)\(3\)](#)
12. [TCA 49-6-4503\(c\)\(2\)\(B\)](#)
13. [TCA 49-6-4503\(b\)\(9\)](#)
14. [TCA 49-6-4503\(b\)\(10\)](#)

Cross References

Section 504 and ADA Grievance Procedures 1.802
Staff-Student Relations 5.610
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Title IX & Sexual Harassment 6.3041
Code of Conduct 6.300
Student Concerns 6.305
Reporting Child Abuse 6.409
Emergency Contact Information 6.410
Student Suicide Prevention 6.415



State of Tennessee

PUBLIC CHAPTER NO. 293

HOUSE BILL NO. 1188

By Representatives Grills, Reedy, Faison, Moody, Cepicky

Substituted for: Senate Bill No. 1209

By Senators Rose, Bowling, Crowe, Bailey, Gardenhire, Jackson, Walley

AN ACT to amend Tennessee Code Annotated, Title 49, relative to discrimination in educational institutions.

WHEREAS, a historic rise in antisemitic violence, harassment, and discrimination has occurred at K-12 schools, colleges, and universities across the United States, targeting Jewish students; and

WHEREAS, on April 2024, the Director of the Federal Bureau of Investigation found that the number of FBI investigations into antisemitic hate crimes tripled in the months after October 7, 2023; and

WHEREAS, according to a recent Gallup Poll, eighty-one percent of Americans now see antisemitism as either a very or somewhat serious problem, up from fifty-seven percent two decades ago; and

WHEREAS, acts of antisemitism on our campuses undermine the educational and social fabric of our institutions; and

WHEREAS, promoting understanding, tolerance, and respect for all students and faculty is imperative; now, therefore,

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 50, is amended by adding the following as a new part:

49-50-1801.

(a) As used in this part:

(1) "Antisemitism" has the same meaning as the working definition of antisemitism described in § 49-7-181; and

(2) "Public institution of education" includes LEAs, public charter schools, and public institutions of higher education.

(b) Discrimination on the basis of race, ethnicity, national origin, sex, or religion against a student or an employee of a public institution of education is prohibited. A public institution of education shall not discriminate against a person on the basis of race, ethnicity, national origin, sex, or religion by:

(1) Excluding the person from participating in a program offered by the public institution of education;

(2) Denying the person the benefits of participating in a program offered by the public institution of education;

(3) Subjecting the person participating in a program offered by the public institution of education to discrimination;

(4) Denying the person any employment benefit; or

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(5) Subjecting the person to an employment condition or practice based solely on the person's race, ethnicity, national origin, sex, or religion.

(c) A public institution of education shall not use criteria for admission to a school, program, or course that has the effect of restricting access for persons of a particular race, ethnicity, national origin, or religion.

(d) All programs and classes offered at a public institution of education must be available to students without regard to the student's race, ethnicity, national origin, sex, or religion. This subsection (d) does not eliminate programs designed to meet the needs of students with limited proficiency in the English language, gifted students, or students with disabilities or programs tailored to students with specialized talents or skills.

(e) A public institution of education shall ensure that guidance services, counseling services, and financial assistance services offered by the public institution of education are available to all students equally and provided in the same manner, regardless of race, ethnicity, national origin, sex, or religion.

49-50-1802.

(a) A public institution of education shall prohibit antisemitic harassment or discrimination against students and employees, including discrimination resulting from a policy of the public institution of education or a program offered by the public institution of education that is conducted on the public institution of education's campus or school grounds, in the same manner as the public institution of education applies to any other form of discrimination prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

(b) All public institutions of education shall:

(1) Integrate the definition of antisemitism into the public institution of education's codes of conduct or antidiscrimination policies to prohibit antisemitic harassment and discrimination; and

(2) Prohibit conduct of harassment and discrimination against Jews in compliance with Title VI of the Civil Rights Act of 1964 and with the antidiscrimination regulations established by the United States department of education and United States department of justice.

(c) All public institutions of education are encouraged to:

(1) Incorporate antisemitism awareness training for all students, staff, faculty, administrators, and police or school security assigned to the campus or school grounds of the public institution of education; and

(2) Integrate Jewish American Heritage curricula for students that incorporate Jewish experiences in America pre-American revolution and post-American revolution, pre-World War II and post-World War II, the Holocaust, and in modern times into a course provided by the public institution of education.

(d) All public institutions of education shall place reasonable time, place, and manner restrictions on speech to ensure order and protect the rights of all students.

49-50-1803.

(a)

(1) By July 1, 2025, the department of education shall designate a Title VI coordinator to monitor antisemitic discrimination and harassment at public institutions of education that serve students in any of the grades kindergarten through grade twelve (K-12).

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(2) Each public institution of higher education shall designate a Title VI coordinator to monitor antisemitic discrimination and harassment at the public institution of higher education.

(b) All public institutions of education shall formally report incidents and complaints of antisemitic discrimination and harassment to the appropriate Title VI coordinator.

(c) A Title VI coordinator designated pursuant to this section shall thoroughly investigate all complaints reported by a public institution of education. If, after reasonable investigation, the respective Title VI coordinator determines that the public institution of education has engaged in, allowed, or not sufficiently prohibited antisemitic discrimination, then the Title VI coordinator shall give written notice to the public institution of education to take the necessary actions to address the prohibited antisemitic discrimination. The public institution of education must take such necessary actions no later than sixty (60) days after the date on which the Title VI coordinator notifies the public institution of education pursuant to this subsection (c).

(d) If the Title VI coordinator determines that the public institution of education has not taken the necessary actions to address the prohibited antisemitic discrimination by the end of the sixty-day period, then the Title VI coordinator shall report their findings to the attorney general and reporter.

(e) Each Title VI coordinator shall, no later than June 30 of each year, issue an annual report on antisemitism at the public institution of education overseen by the coordinator to the attorney general and reporter and to the general assembly.

(f) The general assembly is encouraged to conduct hearings or investigations, as deemed necessary, to assess whether a public institution of education has adequately addressed antisemitic discrimination.

49-50-1804.

(a) Criticism of Israel that is similar to criticism toward any other country is not considered antisemitism discrimination or harassment for purposes of this part.

(b) This part does not diminish or infringe on any right protected under the First Amendment to the United States Constitution or the Tennessee Constitution.

(c) Implementation of this part must not conflict with federal or state antidiscrimination laws and must be implemented consistently with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

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

Kingsport City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Use of Wireless Communication Devices	Descriptor Code: 6.312	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Students may possess wireless communication devices so long as such devices are turned off and stored
3 for the entirety of the school day. Such devices include any portable wireless device that has the
4 capability to provide voice, messaging, or other data communication between two (2) or more parties,
5 such as wearable technology, cell phones, headphones, laptops, tablets, and gaming devices.

6 A student may, however, be permitted to utilize a wireless communication device under the following
7 circumstances:

- 8 1. In case of emergency;
- 9
- 10 2. When authorized by a teacher;
- 11
- 12 3. To manage the student's health, as documented in the student's individual healthcare plan;
- 13
- 14 4. When the possession or use is required by the student's individual education program, 504
15 plan, or individual learning plan; or
- 16
- 17 5. When the device is being used by a student with a disability for the operation of assistive
18 technology to increase, maintain, or improve the student's functional capabilities.¹

19 **PENALTIES**

20 Unauthorized use or improper storage of a device may result in confiscation until such time as it may be
21 released to the student's parent(s)/guardian(s). A student in violation of this policy is subject to
22 disciplinary action.

23 **EMERGENCY COMMUNICATION PLAN**

24 In the event of an emergency or possible emergency occurring at school, parent(s)/guardian(s) shall be
25 alerted through the use of the district's electronic mass communication methodologies.¹

Legal References

1. [Public Acts of 2025, Chapter No. 103](#)

Cross References

Code of Conduct 6.300



State of Tennessee

PUBLIC CHAPTER NO. 103

HOUSE BILL NO. 932

By Representatives Alexander, White, Howell, Slater, Cepicky, Hemmer, Renea Jones, McCalmon, Zachary, Brock Martin, Williams, Tim Hicks, Gary Hicks, Vital, Travis, Burkhardt, Atchley, Raper, Hakeem, Maberry, Eldridge, Reeves, Lamberth, Davis, Terry, Helton-Haynes, Hale, Bricken, Sparks, Stinnett, Wright, Marsh, Hawk, Sherrell, Scarbrough, Hurt, Kumar, Hardaway, Barrett, Todd, Reedy, Glynn

Substituted for: Senate Bill No. 897

By Senators Haile, Yager, Bailey, Bowling, Crowe, Hensley, Massey, Powers, Reeves, Rose, Stevens, Walley

AN ACT to amend Tennessee Code Annotated, Title 49, relative to communication devices at schools.

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

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

(a) As used in this section, "wireless communication device" means a portable wireless device that has the capability to provide voice, messaging, or other data communication between two (2) or more parties, including, but not limited to:

- (1) Cellular telephones;
- (2) Tablet computers;
- (3) Laptop computers; and
- (4) Gaming devices.

(b) Each local board of education and each public charter school governing body shall adopt and implement a wireless communication device policy that:

(1) Except as provided in subdivisions (b)(2)-(4), prohibits a student from using a wireless communication device during instructional time;

(2) Authorizes a teacher to allow a student to use a wireless communication device for educational purposes during instructional time;

(3) Permits a student to use a wireless communication device in the event of an emergency or to manage the student's health;

(4) Permits a student to use a wireless communication device during instructional time if:

(A) The student's use of the wireless communication device is included in the student's:

(i) Individualized education program under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.);

(ii) Active 504 plan developed under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); or

(iii) Individual learning plan; or

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(B) The wireless communication device is being used by a student with a disability for the operation of assistive technology to increase, maintain, or improve the student's functional capabilities; and

(5) Establishes a process by which parents or guardians of students will be contacted in the event of an emergency or possible emergency occurring at the school at which the parent's student is enrolled to ensure that the absence of, or restricted access to, wireless communication devices during the school day does not prevent parents from receiving notice of an emergency or possible emergency.

(c) Each LEA and public charter school shall publish the wireless communication device policy established pursuant to subsection (b) on its website.

SECTION 2. Tennessee Code Annotated, Section 49-6-4002, is amended by deleting subsection (h) and substituting:

(h) A discipline policy or code of conduct adopted by a local board of education or public charter school governing body may authorize a teacher to withhold a student's wireless communication device from the student for the duration of the instructional time if the student is noncompliant with the LEA's or public charter school's wireless communication device policy adopted pursuant to Section 1. As used in this subsection (h), "wireless communication device" has the same meaning as defined in Section 1.

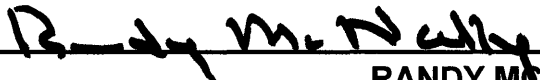
SECTION 3. This act takes effect July 1, 2025, the public welfare requiring it, and applies to the 2025-2026 school year and each school year thereafter.

HOUSE BILL NO. 932

PASSED: March 13, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY McNALLY
SPEAKER OF THE SENATE

APPROVED this 28th day of March 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Disciplinary Hearing Authority	Descriptor Code: 6.317	Issued Date: 07/11/23
		Rescinds: 6.317	Issued: 11/12/19

1 The Board shall establish a Disciplinary Hearing Authority (DHA) to conduct appeal hearings, if
2 requested, for students who have been suspended/expelled/remanded for more than ten (10) days.¹ The
3 Board shall appoint members to the DHA which shall consist of a minimum of three (3) members,
4 (maximum number must not exceed total membership of Board) at least two (2) of which shall be
5 licensed employees of the board, appointed to one (1) year terms and subject to reappointment. Board
6 members shall not serve on the DHA.

7 The director of schools shall appoint a chairman of the DHA from the members appointed by the
8 Board. The chairman shall perform the following duties:

- 9 1. Identify the members of the DHA assigned to hear each individual case;
- 10 2. Prepare and disseminate the minutes of each meeting; and
- 11 3. Set the time, place and date for each hearing.

12 At the conclusion of each hearing, the chairman shall sign and maintain a copy of the minutes of the
13 meeting.

14 The DHA shall notify the parent or guardian of the student, the student, and any other appropriate
15 person of the time, place and date of the hearing within forty-eight (48) hours of receiving notification
16 of the suspension/expulsion.

17 Each hearing shall be conducted by at least three (3) members of the DHA, one of which must be a
18 licensed employee of the Board. The hearing must be held, a decision must be rendered, and
19 notification of the decision must be provided to the parents and/or student and the principal no later
20 than ten (10) days after the beginning of the suspension/expulsion.¹ Notification of the decision shall
21 include a statement of the right of either party within five (5) days after receiving the decision to
22 request a review by the Board.

23 The DHA may take the following disciplinary actions:²

- 24 1. Affirm the decision of the school principal;
- 25 2. Order removal of the suspension/expulsion unconditionally;
- 26 3. Order removal of the suspension/expulsion upon such terms and conditions as it deems
27 reasonable;

1 4. Remand the student to alternative placement; or

2 5. Suspend/Expel/Remand the student for a specified period of time.*

3 If the student, principal, principal-teacher or assistant principal requests a review, then the Board shall
4 either review the record or grant a second hearing.

5 If the Board chooses to review the record it shall:

6 1. Affirm the decision of the hearing authority; or

7 2. Modify the decision to a lesser penalty*; or

8 3. Grant a hearing before the Board.

9 If the Board chooses to grant a hearing, it may:

10 1. Affirm the decision of the hearing authority; or

11 2. Modify the decision in any manner*; or

12 3. Impose a more severe penalty than that of the hearing authority.³

13 The notice of the hearing shall include a statement that, unless the student's parent or guardian requests
14 an open hearing in writing within five (5) days of receipt of the notice, any hearing will be closed to
15 the public.³

16 * **Note: Zero-tolerance offenses set forth in statute (firearms, drug possession and battery upon**
17 **a school employee) require mandatory calendar year expulsion or assignment to alternative**
18 **placement for a calendar year unless modified by the director of schools.**

Legal References

1. TCA 49-6-3401(c)(4)(A)
2. TCA 49-6-3401(c)(5)
3. TCA 49-6-3401(c)(6)

Cross References

Procedural Due Process 6.302
Suspension/Expulsion/Remand 6.316
Alternative School Programs 6.319
Student Records 6.600

Kingsport City Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 11/12/19
		Rescinds: 6.411	Issued: 10/08/19

1 The board recognizes the value of proper nutrition, physical activity, and other health conscious
2 practices and the impact that such practices have on student academic achievement, health, and well-
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be
4 followed by all schools in the District.¹

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the CDC's Coordinated School Health approach to managing new and
7 existing wellness related programs and services in schools and the surrounding community based on
8 State law and State Board of Education CSH standards and guidelines. The district's Coordinated
9 School Health Coordinator shall be responsible for overseeing compliance with State Board of
10 Education CSH standards and guidelines in the school district.

11 **SCHOOL HEALTH ADVISORY COUNCIL^{2,3}**

12 A district school health advisory council shall be established to serve as a resource to school sites for
13 implementing policies and programs and develop an active working relationship with the county health
14 council. The council shall consist of individuals representing the school and community, including
15 parents, students, teachers, school administrators, health professionals, school food service
16 representatives, and members of the public. The primary responsibilities of the council include but are
17 not limited to:

- 18 1. Developing, implementing, monitoring, reviewing and as necessary, making recommendations
19 as to physical activity and nutrition policies;
- 20 2. Ensuring all schools within the district create and implement an action plan related to all
21 School Health Index modules;
- 22 3. Ensuring that the results of the action plan are annually reported to the council; and
- 23 4. Ensuring that school level results include measures of progress on each indicator of the School
24 Health Index.

25 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used
26 as guidance by the Council to make recommendations. The board will consider recommendations of
27 the Council in making policy changes or revisions.

28 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents
29 and administrators.² The Team shall hold Healthy School Team meetings during the school year to
30 assess needs and oversee planning and implementation of school health efforts.

1 COMMITMENT TO NUTRITION

2 All schools within the District shall participate in the USDA child nutrition programs, including the
3 National School Lunch Program, the School Breakfast Program, the Summer Food Service Program,
4 and the After School Snack Program.^{4,5,6} The school nutrition coordinator shall be responsible for
5 overseeing the school district's compliance with the State Board of Education Rules and Regulations
6 for sale of food items in the school district.^{2,5,6}

7 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
8 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
9 encouraged. All food including vending machines, fundraising items, and concessions must meet
10 guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks in Schools.^{4,5,6}

11 The District will promote healthy nutrition through various activities, including nutrition related
12 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
13 dining areas, and informational booths at various community functions. Nutrition Education will be
14 offered as part of a standards based program designed to provide students with the knowledge and
15 skills needed to promote and protect their health. Nutrition Education will discourage teachers from
16 using high fat, sugar, and sodium foods as rewards and encourage students to start each day with a
17 healthy breakfast.

18 COMMITMENT TO PHYSICAL ACTIVITY

19 The board recognizes that physical activity is extremely important to the overall health of a child.
20 Schools shall support and promote physical activity. Physical activity may be integrated into any areas
21 of the school program.

22 Physical Education classes shall be offered as part of a standards based program designed to provide
23 developmentally appropriate moderate to vigorous physical activity as an integral part of the class. All
24 physical education classes shall comply with the State Board of Education's Physical Education
25 Standards. ~~In addition to the district's physical education program, non-structured physical activity~~
26 ~~periods shall be offered as required by law.⁷~~

27 ~~Unstructured physical activity periods shall be offered in addition to the school district's physical~~
28 ~~education program. Elementary school students shall receive a minimum of forty (40) minutes of~~
29 ~~physical activity each full school day. Middle and high school students shall receive a minimum of~~
30 ~~ninety (90) minutes of physical activity each full school week.~~

31 ~~Physical activity will be conducted outside if weather permits. The following activities shall not be~~
32 ~~considered physical activity: walking to and from class, time spent on an electronic device, and time~~
33 ~~spent in a physical education class.~~

34 Schools shall continue to offer after school sports and activities. Physical activity shall not be
35 employed as a form of discipline or punishment.

36 COMMITMENT TO CURRICULUM³

37 All applicable courses of study should be based on State-approved curriculum standards.

1 **SCHOOL HEALTH INDEX³**

2 All schools within the district shall annually administer a baseline assessment on each of the
3 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
4 Council and reported to the State Department of Education.

5 **REQUIRED ASSESSMENT**

6 In order to assess compliance with USDA wellness policy requirements, the district will conduct an
7 assessment of the Wellness Plan for Kingsport City Schools every three years. This assessment will
8 determine compliance with the USDA wellness policy, how the Wellness Plan compares to other
9 model policies, and how progress is being made in attaining the goals of the Wellness Plan. Results of
10 the assessment will be made available to the public.

Legal References

1. TCA 49-1-1002
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 USCA § 1758b (Section 204 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296))
5. TRR/MS 0520-01-06
6. 7 C.F.R. § 210 and 220

7. TCA 49-6-1021

Click here to choose a school board.

Monitoring: Review: Annually, in April	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date:
		Rescinds:	Issued:

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious
2 practices and the impact that such practices have on student academic achievement, health, and well-
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be
4 followed by all schools in the district.¹

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the Centers of Disease Control and Prevention's (CDC) Coordinated
7 School Health (CSH) approach to managing new and existing wellness related programs and services
8 in schools and the surrounding community based on state law and State Board of Education CSH
9 standards and guidelines. The school district's Coordinated School Health Coordinator shall be
10 responsible for overseeing compliance with State Board of Education CSH standards and guidelines in
11 the school district.

12 **SCHOOL HEALTH ADVISORY COUNCIL^{2,3}**

13 A school district health advisory council shall be established to serve as a resource to schools for
14 implementing policies and programs and develop an active working relationship with the county health
15 council. The council shall consist of individuals representing the school and community, including
16 parents, students, teachers, school administrators, health professionals, school food service
17 representatives, and members of the public. The primary responsibilities of the council include, but are
18 not limited to:

- 19 1. Developing, implementing, monitoring, reviewing, and as necessary, making recommendations
20 as to physical activity and nutrition policies;
- 21 2. Ensuring all schools within the school district create and implement an action plan related to all
22 School Health Index modules;
- 23 3. Ensuring that the results of the action plan are annually reported to the council; and
- 24 4. Ensuring that school level results include measures of progress on each indicator of the School
25 Health Index.

26 The State Board of Education's Coordinated School Health and Physical Activity policies shall be used
27 as guidance by the council to make recommendations. The Board will consider recommendations of
28 the council in making policy changes or revisions.

1 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents,
2 community members, and administrators.² The Team will hold Healthy School Team meetings during
3 the school year to assess needs and oversee planning and implementation of school health efforts. The
4 Director of Schools/designee will ensure compliance with the school wellness policy, to include an
5 assessment of the implementation of the wellness policy and the progress made in attaining the policy
6 goals. The assessment will be made available to the public.

7 **COMMITMENT TO NUTRITION**

8 All schools within the district shall participate in the USDA child nutrition programs, which may
9 include but not be limited to, the National School Lunch Program, the School Breakfast Program, the
10 Summer Food Service Program, and the After School Snack Program.^{4,5,6}

11 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
12 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
13 encouraged. All foods and beverages including vending machines, fundraising items, and concessions
14 shall meet guidelines set forth by the Healthy, Hunger-free Kids Act of 2010 and Smart Snacks in
15 Schools.^{4,5,6} The principal/designee shall be responsible for overseeing the school district's compliance
16 with the State Board of Education rules and regulations for sale of food items in the school district.^{2,5,6}

17 **[Include any special exemptions for infrequent school-sponsored fundraisers here.]**

18 ***Fundraising***

19 Food-and beverages sold that can be consumed on campus during the school day must meet or exceed
20 the USDA Smart Snacks guidelines in school nutrition standards. Schools shall follow the limit on
21 days per semester in which non-healthy foods may be used for fundraisers.⁵

22 **DISTRICT GOALS**

23 The school district will promote healthy nutrition through various activities, including nutrition related
24 newsletters, informational links on the school district website, healthy eating posters and bulletin
25 boards in dining areas, and informational booths at various community functions. Nutrition education
26 will be offered as part of a standards based program designed to provide students with the
27 knowledge and skills needed to promote and protect their health as outlined in the State Board of
28 Education Health Education and Lifetime Wellness Standards. Nutrition education will discourage
29 teachers from using high fat, sugar, and sodium foods as rewards and encourage students to start each
30 day with a healthy breakfast. If a district engages in food or beverage marketing, all marketing shall
31 comply with the Smart Snacks in School nutrition standards.⁷

32 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION⁸**

33 The Board recognizes that physical activity is extremely important to the overall health of a child.
34 Schools shall support and promote physical activity. Physical activity may be integrated into any areas
35 of the school program.

36 Physical education classes shall be offered as part of a standards based program designed to provide
37 developmentally appropriate moderate to vigorous physical activity as an integral part of the class. All

1 physical education classes shall comply with the State Board of Education’s Physical Education
2 Standards.

3 Unstructured physical activity periods shall be offered in addition to the school district’s physical
4 education program. Elementary school students shall receive a minimum of forty (40) minutes of
5 physical activity each full school day. Middle and high school students shall receive a minimum of
6 ninety (90) minutes of physical activity each full school week.

7 Physical activity will be conducted outside if weather permits. The following activities shall not be
8 considered physical activity: walking to and from class, time spent on an electronic device, and time
9 spent in a physical education class.

10 Schools shall continue to offer after school sports and activities. Physical activity shall not be
11 employed as a form of discipline. Physical activity shall not be withheld from a student as a form of
12 punishment.

13 **COMMITMENT TO CURRICULUM³**

14 All applicable courses of study shall be based on State-approved curriculum standards.

15 **SCHOOL HEALTH INDEX³**

16 All schools within the district shall annually administer a baseline assessment on each of the
17 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
18 Council and reported to the Tennessee Department of Education.

19 **RECORD KEEPING COMPLIANCE**

20 The school district’s Coordinated School Health Coordinator shall ensure that records demonstrating
21 compliance with community involvement requirements are maintained. The Coordinated School
22 Health Coordinator shall additionally document that the school wellness policy and triennial
23 assessments are made available to the public.⁹

Legal References

1. [TCA 49-6-1022](#)
2. [State Board of Education Policy 4.204](#)
3. [State Board of Education Policy 4.206](#)
4. [42 USCA § 1758b; TRR/MS 0520-01-06-.04](#)
5. [TRR/MS 0520-01-06](#)
6. [7 CFR § 210; 7 CFR § 220](#)
7. [7 CFR 210.31\(c\)\(3\)\(iii\)](#)
8. [TCA 49-6-1021; Public Acts of 2025, Chapter No. 306](#)
9. [7 CFR § 210.31\(f\)](#)

Cross References

Student Suicide Prevention 6.415



State of Tennessee

PUBLIC CHAPTER NO. 306

SENATE BILL NO. 158

By Hensley, Bowling, Crowe, Walley, Watson

Substituted for: House Bill No. 85

By Cepicky, McCalmon, Doggett, Reedy, Terry, Powers, Hill, Brock Martin, Powell, Hulseley, Maberry, Reeves, Sherrell, Towns, Glynn, Davis, Hawk

AN ACT to amend Tennessee Code Annotated, Title 49, relative to physical activity for students.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-1021(a), is amended by deleting the subsection and substituting:

(a) In accordance with § 49-6-1022, each LEA shall integrate:

(1) For elementary school students, a minimum of forty (40) minutes of physical activity per full school day; and

(2) For middle and high school students, a minimum of ninety (90) minutes of physical activity per full school week.

SECTION 2. Tennessee Code Annotated, Section 49-6-1021(b), is amended by deleting the subsection and substituting:

(b)(1) Physical activity may include walking, jumping rope, playing volleyball, or other forms of physical activity that promote fitness and well-being. Walking to and from class is not physical activity for purposes of this section.

(2) To satisfy the requirements of subdivision (a)(1):

(A) Physical activity:

(i) Must include unstructured play outside, unless weather conditions negatively impact reasonable execution of physical activity outside; and

(ii) Does not include:

(a) Time during which a student is permitted to use an electronic device; or


(b) Time spent by a student in a physical education class;
and

(B) A student shall not be withheld from participating in physical activity as a form of punishment.

SECTION 3. This act takes effect July 1, 2025, the public welfare requiring it.

SENATE BILL NO. 158

PASSED: April 15, 2025



RANDY McNALLY
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 2nd day of May 2025



BILL LEE, GOVERNOR

Kingsport City Board of Education			
Monitoring: Review: Annually, in April	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: 11/12/19
		Rescinds: 6.600	Issued: 05/01/18

1 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health
 2 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student
 3 through his/her school career.¹

4 The name used on the record of the student entering the school system must be the same as that shown on
 5 the birth certificate, unless evidence is presented that such name has been legally changed. If the parent does
 6 not have, or cannot obtain a birth certificate, then the name used on the records of such student shall be as
 7 shown on documents which are acceptable as proof of date of birth.

8 The name used on the records of a student entering the system from another school must be the same as that
 9 shown on records from the school previously attended unless evidence is presented that such name has been
 10 legally changed as prescribed by law.

11 ~~When a student transfers and his/her records are requested from another school within the system, the school~~
 12 ~~shall send the original records to the transfer school.²~~

13 ~~When a student transfers and his/her records are requested from a school outside the system, the school shall~~
 14 ~~keep the original records and send copies to the transfer school.²~~

15 ~~When a student transfers to another school within the school district or to a school outside of the school~~
 16 ~~district, copies of the student’s records, including the student’s disciplinary records, shall be sent to the~~
 17 ~~transfer school within five (5) business days of the date on which the student’s records request was received~~
 18 ~~by the school.¹⁹~~

19 Attendance records kept on each student become permanent property of the school system.

20 Student records shall be confidential. Only authorized school officials may have access to student information
 21 for legitimate educational purposes without the consent of the student or parent/guardian.²

22 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).³

23 **ACCESS TO STUDENT RECORDS**

24 Student records shall be confidential. Authorized school officials shall have access to and permit access to
 25 student education records for legitimate educational purposes.⁴ A “legitimate educational interest” is the
 26 official’s need to know information in order to:

- 27 1. Perform required administrative tasks;
- 28 2. Perform a supervisory or instructional task directly related to the student’s education; and

1 3. Perform a service or benefit for the student or the student's family such as health care, counseling,
2 student job placement, or student financial aid.

3 Authorized school officials may release information from or permit access to a student's education record
4 without the parent(s) or eligible student's* prior written consent in the following instances:

5 1. To comply with a judicial order or lawfully issued subpoena. The school system will make a
6 reasonable effort to notify the student's parent(s) or the eligible student before making a
7 disclosure;⁵

8
9 2. If the disclosure is an item of directory information;⁶

10
11 3. To comply with the requirements of child abuse reports to the extent known by the school officials
12 including the name, address, and age of the child; the name and address of the person responsible
13 for the care of the child, and the facts requiring the report;⁷

14
15 4. When certain federal and state officials need information in order to audit or enforce legal
16 conditions related to federally-supported education programs in the school system;⁸

17
18 5. When the school system has entered into a contract or written agreement for an organization to
19 conduct scientific research on the system's behalf to develop tests or improve instruction, provided
20 that the studies are conducted in a manner which will not permit the personal identification of
21 students and their parents by individuals other than representatives of the organization and the
22 information will be destroyed when no longer needed for the purpose for which the study was
23 conducted;⁹

24
25 6. To appropriate officials if the parent(s) claim the student as a dependent as defined by the Internal
26 Revenue Code;¹⁰

27
28 7. To accrediting organizations to carry out their accrediting functions;¹¹

29
30 8. When a student seeks or intends to enroll in another school district or a post-secondary school.
31 Parent(s) of students or eligible students have a right to obtain copies of records transferred under
32 this provision;¹²

33
34 9. To financial institutions or government agencies that provide or may provide financial aid to a
35 student in order to establish eligibility, to determine the amount of financial aid, to establish
36 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹³

37
38 10. To make the needed disclosure in a health or safety emergency when warranted by the seriousness
39 of the threat to the student or other persons, when the information is necessary and needed to meet
40 the emergency, when time is an important and limiting factor, and when the persons to whom the
41 information is to be disclosed are qualified and in a position to deal with the emergency;¹⁴

42
43 11. To the Attorney General or his designee for official purposes related to the investigation or
44 prosecution of an act of domestic or international terrorism. An educational agency that, in good
45 faith, produces education records in accordance with an order issued under this Act shall not be
46 liable to any person for that production;¹⁵

47

1 12. To any agency caseworker or other representative of a state or local child welfare agency or tribal
2 organization authorized to access the student's educational records when such agencies or
3 organizations are legally responsible for the care and protection of the student;¹⁶

4 Authorized school officials may release information from a student's education record if the student's
5 parent(s) or the eligible student gives written consent for the disclosure. The written consent must include:¹⁷

- 6 1. A specification of the records to be released;
- 7 2. The reasons for the disclosure;
- 8 3. The person, organization, or class of persons or organizations to whom the disclosure is to be made;
- 9 4. The signature of the parent(s) or eligible student;
- 10 5. The date of the consent and, if appropriate, a date when the consent is to be terminated. The student's
11 parent(s) or the eligible student* may obtain a copy of any records disclosed under this provision.

12 The school system will maintain an accurate record of all requests to disclose information from or to permit
13 access to a student's education records. The system will maintain an accurate record of information it
14 discloses and access it permits. The system will maintain this record as long as it maintains the student's
15 education record.¹⁸

16 The record will include at least:¹⁸

- 17 1. The name of the person or agency that makes the request;
- 18 2. The interest the person or agency has in the information;
- 19 3. The date the person or agency makes the request; and
- 20 4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is made.

21 * *The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post-secondary*
22 *school, at which time all of the above rights become the student's right.*

Legal References

1. 20 USCA § 1232g; TCA 10-7-503, 504; TRR/MS 0520-01-03-.03(11)
2. TCA 49-6-3001(c)(1)
3. TCA 49-1-701, et seq.
4. TCA 10-7-504(a)(4); 20 USCA § 1232g
5. 20 USCA § 1232g(b)(2)(B)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. TRR/MS 0520-01-03-.03(9)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j); USA Patriot Act of 2001 § 507
16. 20 USCA § 1232g
17. 34 CFR § 99.30
18. 34 CFR § 99.32(a)
19. Public Acts of 2025, Chapter No. 156

Cross References

School District Records 1.407
Promotion and Retention 4.603
Attendance 6.200
Child Custody/Parental Access 6.209
Disciplinary Hearing Authority 6.317
AIDS 6.404

Click here to choose a school board.

Monitoring: Review: Annually, in April	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

2 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health
3 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student
4 through his/her school career.¹

5 The name used on the record of the student entering the school district shall be the same as that shown
6 on the birth certificate unless evidence is presented that such name has been legally changed. If the
7 parent/guardian does not have or cannot obtain a birth certificate, then the name used on the records of
8 such student shall be as shown on documents which are acceptable as proof of date of birth.

9 The name used on the records of a student entering the school district from another school shall be the
10 same as that shown on records from the school previously attended unless evidence is presented that
11 such name has been legally changed as prescribed by law.

12 When a student transfers to another school within the school district or to a school outside of the school
13 district, copies of the student's records, including the student's disciplinary records, shall be sent to the
14 transfer school within five (5) business days of the date on which the student's records request was
15 received by the school.²

16 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).³

17 **ACCESS TO STUDENT RECORDS**

18 Student records shall be confidential. Authorized school officials shall have access to and permit access
19 to student education records for legitimate educational purposes.⁴ A legitimate educational interest is the
20 official's need to know information in order to:

- 21 1. Perform required administrative tasks;
- 22 2. Perform a supervisory or instructional task directly related to the student's education; and
- 23 3. Perform a service or benefit for the student or the student's family such as health care, counseling,
24 student job placement, or student financial aid.

25 Authorized school officials may release information from or permit access to a student's education record
26 without the parent(s)/guardian(s) or eligible student's* prior written consent in the following instances:

- 1 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a
2 reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before
3 making a disclosure;⁵
4
- 5 2. If the disclosure is an item of directory information;⁶
6
- 7 3. To comply with the requirements of child abuse reports to the extent known by the school
8 officials including the name, address, and age of the student; the name and address of the
9 person responsible for the care of the student; and the facts requiring the report;⁷
10
- 11 4. When certain federal and state officials need information in order to audit or enforce legal
12 conditions related to federal- or state-supported education programs in the school district;⁸
13
- 14 5. When the school district has entered into a contract for an organization to conduct scientific
15 research on the school district's behalf to develop tests or improve instruction, provided that the
16 studies are conducted in a manner which will not permit the disclosure of personal
17 identification of students and their parent(s)/guardian(s) by individuals other than to
18 representatives of the organization, and that the information will be destroyed when no longer
19 needed for the purpose for which the study was conducted;⁹
20
- 21 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined
22 by the Internal Revenue Code;¹⁰
23
- 24 7. To accrediting organizations to carry out their accrediting functions;¹¹
25
- 26 8. To officials of another school, school system, or postsecondary institution when a student seeks
27 or intends to enroll in another school district or a postsecondary institution.
28 Parent(s)/guardian(s) of the student shall be notified of the transfer and shall have the right to
29 obtain copies of the record transferred as well as an opportunity to challenge the content of the
30 record;¹²
31
- 32 9. To financial institutions or government agencies that provide or may provide financial aid to a
33 student in order to establish eligibility, to determine the amount of financial aid, to establish
34 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹³
35
- 36 10. To the appropriate officials in connection with a health or safety emergency if knowledge of
37 the information is necessary to protect the health or safety of the student or others;¹⁴
38
- 39 11. To the Attorney General/designee for official purposes related to the investigation or
40 prosecution of an act of domestic or international terrorism. An educational agency that, in
41 good faith, produces education records in accordance with an order shall not be liable to any
42 person for that production;¹⁵
43
- 44 12. To any agency caseworker or other representative of a state or local child welfare agency or
45 tribal organization authorized to access the student's educational records when such agencies or

1 organizations are legally responsible for the care and protection of the student;¹⁶

2
3 13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,
4 evaluations, and performance measurements, provided that the data collected will be protected
5 in a manner which will not permit the disclosure of personal identification of students and their
6 parent(s)/guardian(s) by individuals other than to representatives of the organization, and that
7 the information will be destroyed when no longer needed for the purpose for which it was
8 conducted;¹⁷ and

9
10 14. To state and local authorities to whom information is specifically allowed to be reported or
11 disclosed by state law that concerns the juvenile justice system and the system's ability to
12 effectively serve, prior to adjudication, the student whose records were released.¹⁸

13 *Consent to Disclose Records*¹⁹

14 Authorized school officials may release information from a student's education record if the student's
15 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent
16 shall include:

- 17 1. Specification of the records to be released;
- 18
19 2. Reasons for the disclosure;
- 20
21 3. Person, organization, or class of persons or organizations to whom the disclosure is to be made;
- 22
23 4. Signature of the parent(s)/guardian(s) or eligible student; and
- 24
25 5. Date of the consent, and if appropriate, a date when the consent is to be terminated.

26 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed
27 under this provision.

28 **RECORDKEEPING**

29 The school district will maintain an accurate record of all requests to disclose information from or to
30 permit access to a student's education records. The school district will maintain an accurate record of
31 information it discloses and access it permits. The district will maintain this record as long as it maintains
32 the student's education record.²⁰

33 The record will include at least:²⁰

- 34 1. Name of the person or agency that makes the request;
- 35
36 2. Interest the person or agency has in the information;
- 37
38 3. Date the person or agency makes the request; and
- 39
40 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

- 1 * The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-
 2 secondary school, at which time all of the above rights become the student's right.²¹

 Legal References

1. [20 USCA § 1232g](#)
2. [TCA 49-6-3001\(c\)\(1\); Public Acts of 2025, Chapter No. 156](#)
3. [TCA 49-1-701; 20 USCA § 1232g](#)
4. [TCA 10-7-504\(a\)\(4\); 20 USCA § 1232g](#)
5. [20 USCA § 1232g\(b\)\(2\)\(B\); 20 USCA § 1232g\(b\)\(1\)\(J\)](#)
6. [20 USCA § 1232g\(b\)\(2\); TCA 10-7-504\(a\)\(4\)\(A\)](#)
7. [TCA 37-1-403](#)
8. [20 USCA § 1232g\(b\)\(3\), \(5\); 20 USCA § 1232g\(b\)\(1\)\(C\)](#)
9. [20 USCA § 1232g\(b\)\(1\)\(F\)](#)
10. [20 USCA § 1232g\(b\)\(1\)\(H\)](#)
11. [20 USCA § 1232g\(b\)\(1\)\(G\)](#)
12. [20 USCA § 1232g\(b\)\(1\)\(B\)](#)
13. [20 USCA § 1232g\(b\)\(1\)\(D\)](#)
14. [20 USCA § 1232g\(b\)\(1\)\(I\)](#)
15. [20 USCA § 1232g\(j\)](#)
16. [20 USCA § 1232g\(b\)\(1\)\(L\)](#)
17. [20 USCA § 1232g\(b\)\(1\)\(K\)](#)
18. [20 USCA § 1232g\(b\)\(1\)\(E\)](#)
19. [34 CFR § 99.30; 20 USCA § 1232g\(b\)\(2\)\(A\)](#)
20. [34 CFR § 99.32\(a\)](#)
21. [34 CFR §§ 99.3, 99.5; TCA 49-1-704](#)

 Cross References

School District Records 1.407
 Promotion and Retention 4.603
 Testing Programs 4.700
 Attendance 6.200
 Withdrawals 6.207
 Child Custody/Parental Access 6.209
 Bus Safety and Conduct 6.308
 Corporal Punishment 6.314
 Disciplinary Hearing Authority 6.317
 Admission of Suspended/Expelled Students 6.318
 Acquired Immune Deficiency Syndrome 6.404
 Reporting Child Abuse 6.409
 Media Access to Students 6.604



State of Tennessee

PUBLIC CHAPTER NO. 156

SENATE BILL NO. 124

By Powers

Substituted for: House Bill No. 81

By Hemmer, Reedy, Freeman, Hardaway, Camper, Love

AN ACT to amend Tennessee Code Annotated, Title 49, relative to the transfer of student records.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-3001(c)(1), is amended by deleting all language after the first sentence, designating subdivision (c)(1) as subdivision (c)(1)(A), and adding the following as a new subdivision:

(B)(i) If a student transfers from one (1) school to another school in the same LEA, then the LEA shall provide a copy of the student's records, including the student's academic, disciplinary, behavioral, and special education records, to the school to which the student transfers within five (5) business days of the date on which the student's records request was received by the school. If a student transfers from one (1) LEA to another LEA, then the LEA from which a student transfers shall provide a copy of the student's records, including the student's academic, disciplinary, behavioral, and special education records, to the LEA to which the student transfers within five (5) business days of the date on which the student's records request was received by the LEA.

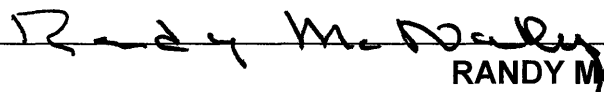
(ii) If an LEA or school provides a copy of a student's records to an LEA or school to which the student has expressed an intent to transfer but does not transfer, then the LEA or school that received the copy of the student's records shall notify the LEA or school from which such records were provided that the student did not enroll in the LEA or school within five (5) business days of the date on which the LEA or school received the records.

(iii) An LEA or school that provides or receives student records pursuant to this subdivision (c)(1)(B) must do so in compliance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g).

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

SENATE BILL NO. 124

PASSED: March 31, 2025


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 11th day of April 2025


BILL LEE, GOVERNOR

Kingsport City Board of Education

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

1 FEES¹

2 School fees are defined as follows:

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

12 School fees are not:

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

23 No fee will be charged any student as a condition to attending school, but students shall be responsible

24 for normal school supplies, such as pencils and paper.

25 School fees shall be waived for students who receive free or reduced-price school lunches.¹ The

26 application for determining eligibility for free or reduced-price lunches on a form supplied by the State

27 Department of Education shall be used to verify student eligibility for fee waivers.

28 At the beginning of the school year, each principal shall be responsible for providing to all students

29 and their parents or guardians written notice of the required student fees and the process for fee waiver

30 for students who receive free or reduced-price lunches. The parent or guardian of an eligible student

31 must sign the appropriate application for free or reduced-price lunches and the waiver of school fees,

32 but may pay for all or a portion of the school fees.

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

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

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

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

13 **FINES²**

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

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

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

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

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

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

Legal References

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

Cross References

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

Click here to choose a school board.

Monitoring: Review: Annually, in August	Descriptor Term: School District Goals	Descriptor Code: 1.700	Issued Date:
		Rescinds:	Issued:

1 The Board shall determine the educational goals of the school district. In discharging that
2 responsibility, the Board has adopted the following goals:

3 **INSTRUCTION**

- 4 1. To promote a plan for the organized improvement of school curriculum, including the transition
5 between elementary and secondary schools;
- 6 2. To offer a wide range of career and service opportunities;
- 7 3. To promote an integration of academic, physical, social, and emotional growth experiences for
8 each student; and
- 9 4. To promote the recognition of achievement in all endeavors (i.e., academic, athletic).

10 **STUDENTS**

- 11 1. To structure the instructional program to provide necessary alternatives to meet a variety of
12 individual needs and aspirations;
- 13 2. To ensure that each student's interests, capacities, and objectives are considered in his/her
14 learning program; and
- 15 3. To help students gain understanding of themselves as well as skills and techniques in living and
16 working with others and being responsible citizens.

17 **PERSONNEL**

- 18 1. To promote high quality performance by the staff, including both professional and support
19 personnel;
- 20 2. To establish acceptable performance standards for all personnel;
- 21 3. To provide in-service training and professional growth experiences for teachers and
22 administrators; and
- 23 4. To maintain an evaluation system for the improvement of the instructional system.

24

1 OPERATIONS

- 2 1. To make every effort to secure adequate funding for the educational program in support of the
3 stated goals;
 - 4 2. To maintain an adequate system of fiscal and business management;
 - 5 3. To develop plans for the efficient use of school facilities; and
 - 6 4. To ensure appropriate communication between the Director of Schools and the Board.
- 7 The Board shall annually review these goals and revise them as necessary.
- 8 The Director of Schools is responsible for developing procedures and strategies to implement the goals
9 of the Board.

Cross References

Role of the Board of Education 1.101
Board Member Development Opportunities 1.204
Fiscal Management Goals 2.100
Business Management Goals 3.100
Instructional Program 4.100
Evaluations of Instructional Programs 4.702
Personnel Goals 5.100
Student Goals 6.100