



**Tuesday, August 12, 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 (Beau and Quinn Jervis)
  - 1.2. Additions to and/or Acceptance of the Agenda (Mrs. Melissa Woods)
2. **RECOGNITIONS**
  - 2.1. Dobyons-Bennett High School Unified Track & Field Team (Dr. Phillip Marshall)
  - 2.2. American Legion Boys State and Girls State Students (Mr. Todd Golden/Commander Sgt. Angelo Pellitteri)
3. **PUBLIC COMMENT** (Mrs. Melissa Woods)
4. **CONSENT AGENDA**
  - 4.1. Personnel Considerations (Mrs. Jennifer Guthrie)
  - 4.2. Approval of Minutes - July 8, 2025 BOE Regular Monthly Meeting (Mrs. Melissa Woods)
  - 4.3. Approval of Donations (Mr. David Frye)
  - 4.4. Approval of Revised Differentiated Pay Plan for 2025-2026 School Year (Mrs. Jennifer Guthrie)
  - 4.5. Approval to Renew Memorandum of Understanding between the City of Kingsport, Kingsport Police Department, and Kingsport City Schools for School Resource Officers for the 2025-2026 School Year (Mr. Jim Nash)
  - 4.6. Approval of Policies on First and Final Reading (Dr. Andy True)
5. **BUSINESS ITEMS**
  - 5.1. Budget Amendment #1 (Mr. David Frye)
  - 5.2. Approval of Organization of the Board of Education for FY 2025-2026 (Mrs. Melissa Woods)
6. **TIME AND DATES OF MEETINGS**
  - 6.1. August 25, 2025 - TSBA Fall District Meeting (5:00 PM - Hamblen County)
  - 6.2. August 26, 2025 - BOE Work Session (6:00 PM)
  - 6.3. September 9, 2025 - BOE Regular Monthly Meeting (6:00 PM)
  - 6.4. September 23, 2025 - BOE Work Session (6:00 PM)
7. **ADJOURNMENT**

# **Kingsport City Schools Board of Education Regular Meeting Minutes July 8, 2025**

The Kingsport City Schools Board of Education Regular Meeting was held on July 8, 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:	Present
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 - Harmony Gordon**

Harmony Gorder, a rising 1st Grader at Roosevelt Elementary School, 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 approve the agenda as presented. The motion carried by a vote of Yea: 4, Nay: 0.

## **2. SPECIAL PRESENTATION**

### **2.1. Tennessee School Boards Association Board of Distinction Presentation (Mrs. Melissa Woods)**

Representing the Tennessee School Boards Association (TSBA) as the Northeast District Board Member, Mrs. Woods presented a Board of Distinction award to the Kingsport Board of Education. As one of TSBA's most prestigious awards, she commended the Board for meeting the extensive requirements in all four key areas: planning, policy, promotion, and board development. The Board met the standard as a Board of Distinction for the period of May 2025-2028, after which time the Board may reapply for continued status.

## **3. PUBLIC COMMENT**

There was no 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)

Mrs. Woods presented a proposed employment contract renewal for Kingsport City Schools Superintendent of Schools Dr. Chris Hampton. She noted that each Board member and Dr. Hampton had received a copy of the draft contract, which was revised by Mr. Bart Rowlett, City Attorney, for Board consideration. The proposed employment contract would replace the existing contract and be for a term of 48 months, beginning July 1, 2025, and ending at midnight on June 30, 2029.

A motion was made by Dr. Phillip Marshall and seconded by Dr. Brandon Fletcher (Vice President) to approve the proposed Superintendent contract renewal for Dr. Chris Hampton. The motion carried by a vote of Yea: 4, Nay: 0.

- 5.2. Approval of Policies on First Reading (Dr. Andy True)

Dr. Andy True, Assistant Superintendent - Administration, presented two new and twelve revised policies for Board consideration for adoption on first reading. He noted that Kingsport City Schools subscribes to the Tennessee School Boards Association's policy service, which provides support regarding recommended changes needed for particular policies mainly due to changes in the law that took effect on July 1.

Dr. True reviewed the recommended revisions to each policy, which mostly required changes due to new laws. He requested the Board approve the two new policies on First Reading only.

## **New Policies:**

### **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 a model policy. Student would attend regular monthly meetings, but not work sessions.

### **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 Policies:**

### **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.

### **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 requirements 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.

### **3.202 - Emergency Preparedness Plan**

Public Chapter 315 clarifies that no more than two fire drills are required to occur within the first 30 full school days. TSBA has added a provision to the model policy clarifying this point.

### **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 48 hours of the district reporting to law enforcement. Additionally, there must be a quarterly report of incidents provided at board meetings.

### **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.

### **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.

### **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 12 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.

### **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.

### **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.

### **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.

#### **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.

#### **6.600 - Student Records**

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

During the discussion regarding new policy 6.312 - Use of Wireless Communication Devices, the Board recommended additional information should be communicated about this change, especially at the high school level. Dr. True and Mrs. Woods reported hearing reports of positive results from districts that have already implemented this policy. Mrs. Woods requested that the final wording included in the student handbook be shared with Board members so they can respond to parents with the same terminology.

Mrs. Woods stated that school and district level administrators have been having conversations regarding the revision to Policy 6.411 - Student Wellness. She indicated the Board has been following this policy closely since unstructured play outside takes time away from investing in math and other subject areas. The school day is not to be extended in order to add in the extra time for physical activity each week. Mrs. Woods expressed frustration that public education continues to be asked to do more with less money, time, and support, especially when these requirements are not passed on to private schools. She encouraged the community to reach out to local legislators regarding these unfair expectations.

A motion was made by Jamie Jackson and seconded by Dr. Phillip Marshall to approve on first reading the revised policies as presented. The motion carried by a vote of Yea: 4, Nay: 0.

A motion was made by Dr. Phillip Marshall and seconded by Jamie Jackson to dispense with the need for a second reading and to pass and adopt the two new policies on first reading. The motion carried by a vote of Yea: 4, Nay: 0.

A motion was made by Dr. Phillip Marshall and seconded by Jamie Jackson to approve and adopt the two new policies 1.1021 and 6.312 on first reading. The motion carried by a vote of Yea: 4, Nay: 0.

**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**

Mrs. Woods adjourned the meeting at 6:44 p.m.

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Mrs. Melissa Woods, Board President

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Vivian L. Altizer, Board Secretary



TO: Board of Education

FROM: David J. Frye, Chief Finance Officer

SUBJECT: Donation Approval

DATE: August 12, 2025

Kingsport City Schools has received multiple donations from various sources. Please see the enclosed list of these donations. These donations have been received by the individual schools and most are being accounted for through the school internal accounts. The total of the individual school receipts is \$57,334.60 of donations.

It is recommended that the Board of Education approve the acceptance of \$57,334.60 of donations.

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

School	DATE	AMOUNT	PURPOSE
Adams	April 2025	\$46.00	Field Trips
Adams	May 2025	\$20,086.00	Playground
Jackson	April, May, June	\$364.50	Field Trips
Roosevelt	May 2025	\$20.00	Field Trips
Jefferson	March 2025	\$30.00	Art Club Donation
Jefferson	April, May, June	\$ 281.00	Field Trips
Jefferson	May 2025	\$33.60	Box Tops for Education
Johnson	May 2025	\$468.00	Bucket Filler Club
Johnson	May 2025	\$5.00	Field Trips
Johnson	May 2025	\$148.00	Drama Club
Kennedy	April, May 2025	\$507.00	Field Trips
Lincoln	April 2025	\$556.00	Field Trips
Lincoln	May 2025	\$22.00	Box Tops for Education
Lincoln	May 2025	\$936.00	Playground
Lincoln	May 2025	\$500.00	Music
Lincoln	May 2025	\$500.00	Art
Washington	April 2025	\$1,000.00	Student Needs
Washington	April, May 2025	\$7,625.00	Playground
RNR	April, May 2025	\$12,160.00	Field Trips
RNR	April 2025	\$5,000.00	Special Olympics
RNR	May 2025	\$5.50	Box Tops for Education
RNR	June 2025	\$1,000.00	Student Activities
Sevier	April 2025	\$75.00	8th Grade Picnic
Sevier	April 2025	\$2,000.00	Athletics - Baseball
Sevier	April 2025	\$250.00	Athletics - Dance
DB	April, May 2025	\$1,500.00	Pulaski Club
DB	April 2025	\$1,650.00	Robotics
DB	May 2025	\$570.00	Men's Lacrosse
DB	May 2025	\$82.00	Choral
DB	May 2025	\$45.00	Palmer
DB	May 2025	\$150.00	WCSK Radio
		\$57,334.60	

# 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](mailto: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](mailto:Compensation.Questions@tn.gov) no later than **July 25, 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**

<b>Differentiated Element</b>	<b>Description</b>	<b>Compensation Type and Size</b>	<b>Reach</b>	<b>Estimated Cost</b>	<b>Estimated Salary Expenditures</b>
	<p><b>Describe how the district will differentiate for this element. Include the eligibility criteria for receiving the award (such as minimum attendance or evaluation score).</b></p>	<p><b>Will the compensation be given as a bonus or a base pay increase? How much will qualifying teachers receive?</b></p>	<p><b>Eligibility: How many teachers are eligible for this type of compensation? Forecasted participation: How many teachers do you estimate will receive the award?</b></p>	<p><b>How much does the district estimate it will pay out for this differentiated pay element?</b></p>	<p><b>What percentage of salary expenditures (excluding benefit costs) does this element cover?</b></p>
<p><b>Hard-to-Staff (School, Subject, or Placement)</b></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.		
<b>Hard-to-Staff (School, Subject, or Placement)</b>	<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"> <li>Any current KCS teacher or teacher candidate for a hard-to-fill position, living outside the city limits, with children attending KCS is eligible.</li> </ul>	<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>
<b>Hard-to-Staff (School, Subject, or Placement)</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>	<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>		
<b>Additional Instructional Roles or Responsibilities</b>	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.
<b>Education*</b>	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"> <li>• Applicable subject areas needed;</li> <li>• Staffing levels and availability of applicant pool;</li> <li>• Qualifications of candidates such as years of experience, available performance data, evaluations, higher education performance, industry experience as applicable.</li> </ul>	passed (currently, up to \$150, based on Praxis Test Fee schedule).	Based on current need and staffing, the district anticipates that zero to five teachers a year will receive this incentive.	endorsement/ passed Praxis test.	
<b><i>Education*</i></b>	<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 process reviewed by the Superintendent and Assistant Superintendent, including a</p>	Compensation will be provided as a one-time reimbursement of 50-100% of course tuition and fees.	This award may be available to any current KCS teacher, dependent on a review of teaching areas with large available applicant pools, as identified by the Superintendent and Assistant Superintendent.	The estimated total for this reimbursement is \$0 to \$1,000 per year (zero to one participant at an estimated maximum of \$1,000 per course).	This will compromise less than 1% of the district's salary expenditures.

	submission of an application and coursework plan.				
<b>Education*</b>	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.
<b>Experience*</b>	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.
<b>Other</b>	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 <ul style="list-style-type: none"> <li>• Applicable subject areas needed;</li> </ul>	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 staff/student demographics.	The estimated total for this bonus is \$0 to \$10,000 per year (zero to one participant at a maximum bonus of \$10,000).	This will comprise less than 1% of the district's annual salary costs.

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

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

## II. Implementation Update on 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
<b>Total number of certified teachers in your district</b>			621		
<b>If the district has a performance element, what year's evaluation data was utilized for the payout? (e.g. 2024-25)</b>					

\*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
<b>Alternative Salary Schedule</b>	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.
<b>Base pay (base salary)</b>	An individual's salary excluding any additional compensation in the form of bonuses, stipends, or supplements for additional work or responsibilities.
<b>Bonus/stipend</b>	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.
<b>Differentiated Pay Plan</b>	A district specific plan designed to aid in recruiting and retaining highly effective teachers.
<b>Hard-to-Staff</b>	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.
<b>Instructional Roles and Responsibilities</b>	A component, typically bonus or stipend, which provides educators additional compensation for completing additional duties or taking on additional responsibilities or teacher leadership roles.
<b>Opt-in/opt-out provision</b>	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.
<b>Performance</b>	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.
<b>Traditional salary schedule (or step and lane schedule)</b>	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.

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

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

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

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

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

WHEREAS, a "public charter school" shall be established and operated as set forth in the Tennessee Public Charter Schools Act (Tennessee Code Annotated Title 49, Chapter 13).

WHEREAS, an "alternative school" and "alternative program" shall be established and operated as set forth in Tennessee Code Annotated Title 49, Chapter 6, Part 34.

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

- I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers ("SROs") in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term "Sheriff" shall include the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.
  
- II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 0530 of the 114th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school or alternative school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

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

- III. GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL OR ALTERNATIVE SCHOOL.
  - A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
    - i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
    - ii. A landline telephone to be located in the office;
    - iii. Access to a computer work station; and
    - iv. Secretarial assistance when needed by the SRO.

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AS A PUBLIC RECORD PURSUANT TO TENN. CODE ANN. § 10-7-504(p)**

- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.
- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

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

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

V. QUALIFICATIONS OF AN SRO.

- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.

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

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

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

- VII. INFORMATION EXCHANGE. To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to

better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

VIII. GENERAL DUTIES OF AN SRO.

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.
- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

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

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons,

mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.

- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
  - C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA, Public Charter School, or Alternative School policies, and all applicable laws.
  - D. The SRO may act as an instructor for the Drug Abuse Resistance Education ("D.A.R.E.") and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
  - E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Office or Police Department.

- XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2026. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. TERMINATION.
- A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days' written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.
- B. Termination for Lack of Funding. Should any Party fail to, after exercising good faith effort, obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.
- XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA), the Public Charter School, or the Alternative School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.
- XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.
- XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA), Public Charter School, or Alternative School for the Local Education Agency (LEA), the Public Charter School, or the Alternative School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XVIII. GENERAL TERMS.

A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA), Public Charter School, or Alternative School is located.

B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City:      City of Kingsport  
Street Address 1:    415 Broad Street  
Street Address 2:  
City      Kingsport                      State: TN      ZIP Code 37660  
ATTN Mayor Paul Montgomery  
(Name of person or title of County/City Official):

Sheriff or              Name and Title:    Chief Jason Bellamy  
Chief of Police:      Street Address 1:    200 Shelby Street  
                                 Street Address 2:  
                                 City      Kingsport                      State: TN      ZIP Code 37660

Name of LEA or      Name of LEA or Public Charter School: Kingsport City Schools  
Public Charter      Street Address 1    400 Clinchfield Street  
School or              Street Address 2    #200  
Alternative              City Kingsport                      State: TN      ZIP Code 37660  
School:                      ATTN: Chris Hampton  
                                 [name or title of LEA, Public Charter School Official, or Alternative School Official]

C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be

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enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

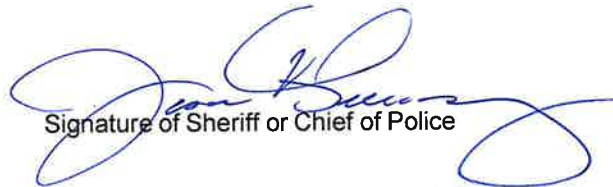
- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.
- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective

rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
  
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.
  
- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA), Public Charter School, or Alternative School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
  
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.
  
- P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA), Public Charter School, or Alternative School and the Sheriff or Chief of Police.

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

Signature of LEA, Public Charter School,  
or Alternative School

  
Signature of Sheriff or Chief of Police

DATE: \_\_\_\_\_

DATE: 07-16-2025

Attachment A follows this page

**ATTACHMENT A**  
**SCHOOLS COVERED BY THIS MOU**

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

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

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

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

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

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

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

School Name: Cora Cox Academy  
Address: 520 Myrtle Steet  
City: Kingsport  
TDOE Directory School # No number assigned.

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

School Name: D-B Excel  
Address: 400 Clinchfield Street  
City: Kingsport  
TDOE Directory School # No number assigned.

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

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

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

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

# KINGSPORT BOARD OF EDUCATION POLICY RECOMMENDATIONS

## For: Consideration for Adoption

August 12, 2025 - Board of Education Meeting

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### Policies considered for adoption on 1<sup>st</sup> Reading

#### REVISED POLICY – 1<sup>st</sup> Reading

##### 4.301 – Interscholastic Athletics

Students attending virtual schools will now be permitted to participate in interscholastic athletics in accordance with TSSAA or TMSAA guidelines. Virtual school students zoned for the particular school shall be able to participate in interscholastic athletics to the same extent as other students. TSBA has added a provision to the model policy on this aspect.

#### REVISED POLICY – 1<sup>st</sup> Reading

##### 4.403 – Library Materials

A recent change to state law clarifies that materials may not be excluded from school libraries solely on the grounds that they are religious.

#### REVISED POLICY – 1<sup>st</sup> Reading

##### 4.406 – Use of the Internet

The Teen Social Media Act specifies limits that must be in place for district internet use regarding age-appropriate content and protecting personal information. This new law also requires that districts prevent students from accessing social media platforms on district provided internet unless expressly authorized by a teacher for educational purposes.

#### REVISED POLICY – 1<sup>st</sup> Reading

##### 5.119 – Employment of Retirees

Public Chapter 159 makes several changes that will impact employing retirees in the 2025-2026 school year. Importantly, there is now a requirement for a bona fide separation of service prior to reemployment. This includes a sixty day separation of service, and there can be no previous agreement to return to work. TSBA has reworked this model policy to align with the changes to state law.

#### REVISED POLICY – 1<sup>st</sup> Reading

##### 5.701 – Classified Substitutes

Public Chapter 235 changes the number of days that a substitute teacher can teach without a license. This was previously set at twenty days and has been increased to thirty.

#### REVISED POLICY – 1<sup>st</sup> Reading

##### 6.409 – Child Abuse and Neglect

Tennessee Public Chapter No. 398 of 2025 expands the definition of "abuse" in dependency and neglect cases to include a child witnessing the abuse of another child or person in the home or immediate family. At the suggestion of the Kingsport City Attorney, Board Policy 6.409 is recommended for revision based on this expanded definition.

# Kingsport City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Interscholastic Athletics</b>	Descriptor Code: <b>4.301</b>	Issued Date: <b>11/12/24</b>
		Rescinds: <b>4.301</b>	Issued: <b>07/12/22</b>

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be  
2 treated differently from another person, or otherwise be discriminated against in any athletic program of  
3 the school. Equal athletic opportunities shall be provided for members of both sexes.<sup>1</sup>

4 Student athletes shall only be allowed to participate in athletic activities or events that align with the  
5 student's sex indicated on his/her original birth certificate.<sup>2</sup> If the original birth certificate is not available  
6 or does not indicate the student's sex at the time of birth, the parent/guardian shall provide medical  
7 documentation showing evidence of the student's sex at birth.

8 Interscholastic athletics shall be administered as a part of the regular school program and shall be the  
9 principal's responsibility. Principals shall ensure that school regulations regarding participation in a sport  
10 are reasonable. Athletic schedules shall be filed in each school principal's office. The principal or his/  
11 her designee must accompany an athletic team on trips. Transportation of teams to athletic games is  
12 approved by the board, provided the team's school reimburses the board for mileage.

13 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control  
14 of athletics.<sup>3</sup>

## 15 **INSURANCE AND PHYSICAL EXAMINATIONS**

16 In the event that the school's insurance provider does not extend coverage to an athlete, that athlete must  
17 provide proof of independently secured catastrophic coverage and liability coverage, with the school  
18 system as a named insured, of not less than the limits set forth in TCA § 29-20-403.<sup>4</sup>

19 There shall be a complete annual physical examination of every student prior to his/her participation in  
20 interscholastic athletics.<sup>5</sup> Cost of the examination shall be borne by the parent or guardian of the student.  
21 These records shall be on file in the principal's office or principal's designee. It shall be the responsibility  
22 of the parent(s) or guardian to provide health and hospitalization insurance for all students participating  
23 in interscholastic athletics.

## 24 **SCHEDULING CONFLICTS**

25 No principal or teacher of any school under the control of the board shall dismiss his/her school or any  
26 group of students for the purpose of permitting them to practice or play baseball, football, basketball, or  
27 any similar game within the regular school hours of any school day of the week without written  
28 permission from the superintendent. This does not prevent the inclusion of regular physical training  
29 lessons in the daily school program.<sup>6</sup>

30 Students shall not be required to attend a school athletic event, or event related to participation on a  
31 school athletic team, if the event is on an official school holiday, observed day of worship, or religious

1 holiday. The student's parent or legal guardian shall notify the coach in writing three (3) full school days  
 2 prior to the event.<sup>7</sup> Prior written notice to the coach or administrator of the school athletic event may not  
 3 be required if the absence is due to an unforeseen emergency.

#### 4 **PROHIBITION AGAINST HAZING<sup>8</sup>**

5 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or  
 6 tolerate hazing activities.

#### 7 **SEVERE WEATHER<sup>9</sup>**

8 Severe weather is any type of weather that could impede the safety of any athlete by compromising the  
 9 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,  
 10 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be  
 11 discussed with all players, coaches, and officials, if applicable.

12 All coaches who oversee or participate in outdoor training, practice, or competition shall annually  
 13 complete a heat illness prevention course approved by the Tennessee Department of Health as well as  
 14 receive training on activity modifications based on environmental conditions.

#### 15 **HOME SCHOOL STUDENT PARTICIPATION<sup>10</sup>**

16 Home school students shall be permitted to participate in accordance with TSSAA or TMSAA  
 17 guidelines. If a school is not a member with these organizations, home school students that are zoned  
 18 for the school shall be permitted to participate in interscholastic athletics to the same extent as other  
 19 students.

#### 20 **VIRTUAL SCHOOL STUDENT PARTICIPATION<sup>11</sup>**

21 Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA  
 22 guidelines. If a school is not a member with these organizations, virtual school students that are zoned  
 23 for the school shall be permitted to participate in interscholastic athletics to the same extent as other  
 24 students.

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#### Legal References

1. [34 CFR § 106.41; 20 USCA § 1681 et seq.](#)
2. [TCA 49-6-310\(a\)](#)
3. [TRR/MS 0520-01-02-.08\(1\)](#)
4. [TCA 49-6-3601](#)
5. [TCA 29-20-403](#)
6. [20 USCA § 1232h\(c\); TRR/MS 0520-01-13-.01\(1\)\(a\)](#)
7. [TCA 49-6-1002\(a\)](#)
8. [TCA 49-6-1002\(c\)](#)
9. [TCA 49-2-120](#)

#### Cross References

Special Use of School Vehicles 3.402  
 Student Insurance Program 3.601  
 Extracurricular Activities 4.300  
 Attendance 6.200

10. [Public Acts of 2024, Chapter No. 658](#)
11. [Public Acts of 2025, Chapter No. 173](#)

Click here to choose a school board.

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Interscholastic Athletics</b>	Descriptor Code: <b>4.301</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be  
3 treated differently from another person, or otherwise be discriminated against in any athletic program of  
4 the school. Equal athletic opportunities shall be provided for members of both sexes.<sup>1</sup> Student athletes  
5 shall only be allowed to participate in athletic activities or events that align with the student's sex  
6 indicated on his/her original birth certificate.<sup>2</sup> The Director of Schools/designee shall require the  
7 parent/guardian to provide the student's original birth certificate prior to participation in any  
8 interscholastic athletics. If the original birth certificate is not available or does not indicate the student's  
9 sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of  
10 the student's sex at birth.

11 Interscholastic athletics shall be administered as a part of the regular school program and shall be the  
12 principal's responsibility. Principals shall ensure that school regulations regarding participation in a sport  
13 are reasonable. Athletic schedules shall be filed in each principal's office. The principal/designee shall  
14 accompany an athletic team on trips. Transportation of teams to athletic games is approved by the Board,  
15 provided the team's school reimburses the Board for mileage.

16 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control  
17 of athletics.<sup>3</sup> The Director of Schools shall develop a code of conduct for all coaches to follow in order  
18 to ensure the health and safety of athletes.<sup>4</sup>

19 **INSURANCE & PHYSICAL EXAMINATIONS**

20 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall  
21 provide proof of independently secured catastrophic coverage and liability coverage, with the school  
22 district as a named insured, of not less than the limits set forth in state law.<sup>5</sup> It shall be the responsibility  
23 of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students participating  
24 in interscholastic athletics.

25 Prior to participation in interscholastic athletics, every student shall complete an annual physical  
26 examination.<sup>6</sup> The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the  
27 examination, and these records shall be on file in the principal's office.

28 **SCHEDULING CONFLICTS**

29 No principal or teacher shall dismiss his/her school or any group of students for the purpose of attending  
30 the practice of any interscholastic sport during the school day without written permission from the  
31 Board.<sup>7</sup> This does not prevent regular physical training lessons in the daily school program.

1 Students shall not be required to attend a school athletic event, or event related to participation on a  
2 school athletic team, if the event is on an official school holiday, observed day of worship, or religious  
3 holiday. The student's parent/guardian shall notify the coach in writing three (3) full school days prior  
4 to the event.<sup>8</sup>

#### 5 **SEVERE WEATHER<sup>4</sup>**

6 Severe weather is any type of weather that could impede the safety of any athlete by compromising the  
7 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,  
8 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be  
9 discussed with all players, coaches, and officials, if applicable.

10 All coaches who oversee or participate in outdoor training, practice, or competition shall annually  
11 complete a heat illness prevention course approved by the Tennessee Department of Health as well as  
12 receive training on activity modifications based on environmental conditions.

#### 13 **PROHIBITION AGAINST HAZING**

14 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or  
15 tolerate hazing activities.<sup>9</sup>

#### 16 **HOME SCHOOL STUDENT PARTICIPATION<sup>10</sup>**

17 Home school students shall be permitted to participate in accordance with TSSAA or TMSAA  
18 guidelines. If a school is not a member with these organizations, home school students that are zoned  
19 for the school shall be permitted to participate in interscholastic athletics to the same extent as other  
20 students.

#### 21 **VIRTUAL SCHOOL STUDENT PARTICIPATION<sup>11</sup>**

22 Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA  
23 guidelines. If a school is not a member with these organizations, virtual school students that are zoned  
24 for the school shall be permitted to participate in interscholastic athletics to the same extent as other  
25 students.

---

  
Legal References

1. [34 CFR § 106.41](#); [20 USCA § 1681 \*et seq.\*](#)
2. [TCA 49-6-310\(a\)](#)
3. [TRR/MS 0520-01-02-.08\(1\)](#)
4. [TCA 49-6-3601](#)
5. [TCA 29-20-403](#)
6. [20 USCA § 1232h\(c\)](#); [TRR/MS 0520-01-13-.01\(1\)\(a\)](#)
7. [TCA 49-6-1002\(a\)](#)
8. [TCA 49-6-1002\(c\)](#)
9. [TCA 49-2-120](#)
10. [TCA 49-6-3050\(e\)\(1\)\(B\)](#)
11. [Public Acts of 2025, Chapter No. 173](#)

## Cross References

Special Use of School Vehicles 3.402  
Student Insurance Program 3.601  
Extracurricular Activities 4.300  
Attendance 6.200



# *State of Tennessee*

## **PUBLIC CHAPTER NO. 173**

**SENATE BILL NO. 690**

**By White, Lowe, Stevens**

Substituted for: House Bill No. 355

**By Powers, Maberry, McCalmon**

AN ACT to amend Tennessee Code Annotated, Title 49, relative to virtual school students.

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 16, Part 2, is amended by adding the following as a new section:

(a) If a public school established under the jurisdiction of an LEA is a member of an organization or an association that regulates interscholastic athletic competition, and if such organization or association establishes or maintains eligibility requirements for virtual school students to participate in interscholastic athletics at a member school, then the LEA shall permit participation in interscholastic athletics at the member schools by a virtual school student who satisfies the eligibility requirements established by the organization or association.

(b) If a public school established under the jurisdiction of an LEA offers students the opportunity to participate in interscholastic athletic competition without the school being a member of an organization or an association that regulates interscholastic athletic competition, then the LEA shall permit participation in interscholastic athletics at such school by a virtual school student who is zoned and is otherwise eligible to attend the school.

(c) This section does not guarantee that a virtual school student trying out for an interscholastic athletics team will make the team, nor does it supplant the authority of coaches or other school officials in deciding who makes the team. This section is intended to guarantee only that the virtual school student is not prohibited from trying out for an interscholastic athletics team, if the student is otherwise eligible to participate under the rules of the organization or association, solely by reason of the student's status as a virtual school student.

(d) This section must not be construed to limit or supplant the authority of the organization or association to determine eligibility and to establish, modify, and enforce its rules and eligibility requirements, including those applicable to virtual school students.

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


SENATE BILL NO. 690

PASSED: March 28, 2025

  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 11<sup>th</sup> day of April 2025

  
BILL LEE, GOVERNOR

# Kingsport City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Library Materials</b>	Descriptor Code: <b>4.403</b>	Issued Date: <b>08/13/24</b>
		Rescinds: <b>4.403</b>	Issued: <b>08/09/22</b>

## 1 *General*

2 The Chief Academic Officer – Secondary (for middle and high school) and Chief Academic Officer –  
3 Elementary (for Pre-K and elementary schools) shall be responsible for library collection development.  
4 The list of library materials shall be posted online. Library materials shall be reviewed to ensure the  
5 content aligns with state law.<sup>1</sup>

6 The Chief Academic Officer – Secondary and Chief Academic Officer – Elementary shall be responsible  
7 for periodically reviewing the district’s library collection in line with the standards established below.  
8 Any materials found to be out of alignment with the standards shall be removed, and this action shall be  
9 documented in writing and presented to the Superintendent of Schools and the Board.

## 10 **STANDARDS<sup>2</sup>**

11 The library collection shall adhere to the following criteria:

- 12 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 13 2. Materials shall be appropriate for the age and maturity levels of the students who may access  
14 them. The determining factor will be based on an assessment of any mature themes or content  
15 (i.e. violence, sexual content, vulgar language, substance abuse);
- 16 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit; and
- 17 4. The collection as a whole shall offer a variety of viewpoints.
- 18 5. **Materials shall not be removed on the sole grounds that the item is religious.<sup>5</sup>**

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

- 21 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess  
22 violence, or sadomasochistic abuse as defined in state law<sup>3</sup>;
- 23 2. Are patently offensive as defined in state law; or
- 24 3. Appeal to the prurient interest as defined in state law.

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

## 26 **COMPLAINTS<sup>4</sup>**

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

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

---

**Legal References**

1. [Board of Education, Island Trees Union Free School District No. 26 v. Pico, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [Public Acts of 2024, Chapter No. 782;](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803](#)
5. [Public Acts of 2025, Chapter No. 270](#)

**Cross References**

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



Click here to choose a school board.

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

1 *General*

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

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

11 **STANDARDS<sup>2</sup>**

12 The library collection shall adhere to the following criteria:

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

- 14 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 15
- 16 2. Materials shall be appropriate for the age and maturity levels of the students who may access  
17 them. The determining factor will be based on an assessment of any mature themes or content  
18 (i.e., violence, sexual content, vulgar language, substance abuse);
- 19
- 20 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit;
- 21
- 22 4. The collection as a whole shall offer a variety of viewpoints; and
- 23
- 24 5. Materials shall not be removed on the sole grounds that the item is religious.

25 Any materials that meet the following criteria shall be removed and excluded from the district’s library  
26 collection:

- 27 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess  
28 violence, or sadomasochistic abuse as defined in state law<sup>3</sup>;
- 29

- 1        2. Are patently offensive as defined in state law; or
- 2
- 3        3. Appeal to the prurient interest as defined in state law.

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

#### 5 **COMPLAINTS<sup>4</sup>**

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

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

- 10        1. Inform the complainant of the selection procedures and make no commitments.
- 11
- 12        2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 13
- 14        3. Inform the principal (and other appropriate personnel).
- 15
- 16        4. Keep challenged materials available for use during the reconsideration process.

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

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

- 22        1. Read, view, or listen to the contested material in its entirety;
- 23
- 24        2. Check general acceptance of the material by reading recognized and evaluative reviews;
- 25
- 26        3. Determine the extent to which the material is appropriate for the age and maturity levels of the  
27 students who have access to the materials and whether the material is suitable for, and  
28 consistent with, the educational mission of the school; and
- 29
- 30        4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the  
31 material for its strength and value.

32 The principal shall present a recommendation to the Director of Schools. The Director of Schools shall  
33 assess the findings along with the recommendation of the principal and present a recommendation to  
34 the Board.

35 The Board shall evaluate the recommendations of the principal and the Director of Schools along with  
36 the material to determine whether it is appropriate for the age and maturity levels of the students who  
37 have access to the materials and whether the material is suitable for, and consistent with, the

- 1 educational mission of the school. The Board shall review the findings and affirm, overturn, or modify
- 2 the decision within sixty (60) days from which the feedback was received.

### 3 **REMOVAL OF LIBRARY MATERIALS**

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

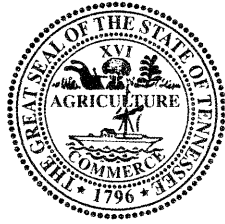
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#### Legal References

1. [\*Board of Education, Island Trees Union Free School District No. 26 v. Pico\*, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [TCA 49-6-3803\(a\),\(b\); Public Acts of 2025, Chapter No. 270](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803\(e\), \(f\)](#)

#### Cross References

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



# *State of Tennessee*

## **PUBLIC CHAPTER NO. 270**

**SENATE BILL NO. 1112**

**By Lowe, Rose**

Substituted for: House Bill No. 1085

By Greg Martin, Bulso, Stinnett, Reedy, Capley, Todd, Slater

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

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

SECTION 1. Tennessee Code Annotated, Section 49-6-3803, is amended by adding the following as a new subsection:

(i) A local board of education or public charter school governing body shall not remove a material from a library collection for the sole reason that the material is religious.

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

SENATE BILL NO. 1112

PASSED: April 10, 2025

  
\_\_\_\_\_  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
\_\_\_\_\_  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 24<sup>th</sup> day of April 2025

  
\_\_\_\_\_  
BILL LEE, GOVERNOR

# Kingsport City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Use of the Internet</b>	Descriptor Code: <b>4.406</b>	Issued Date: <b>07/12/22</b>
		Rescinds: <b>4.406</b>	Issued: <b>11/12/19</b>

1 The Board supports the right of staff and students to have reasonable access to various information  
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate  
3 and responsible manner.

## 4 **Employees**

5 Any employee who accesses the district's computer system for any purpose agrees to be bound by the  
6 terms stated in the Employee Handbook.

7 The superintendent of schools shall develop and implement procedures found in the Employee  
8 Handbook and/or the Teacher Technology Expectations document for appropriate Internet use which  
9 shall address the following:

- 10 1. Development of the Network and Internet Use Agreement.
- 11 2. General rules and ethics of Internet access.
- 12 3. Guidelines regarding appropriate instruction and oversight of student Internet use.
- 13 4. Prohibited and illegal activities, including but not limited to the following:<sup>1</sup>
  - 14 • Sending or displaying offensive messages or pictures
  - 15 • Using obscene language
  - 16 • Harassing, insulting, defaming or attacking others
  - 17 • Damaging computers, computer systems or computer networks
  - 18 • Hacking or attempting unauthorized access to any computer
  - 19 • Violation of copyright laws
  - 20 • Trespassing in another's folders, work or files
  - 21 • Intentional misuse of resources
  - 22 • Using another's password or other identifier (impersonation)
  - 23 • Use of the network for commercial purposes

## 24 **Students**

25 The superintendent of schools shall develop and implement procedures found in the Student Handbook  
26 for appropriate Internet use by students. Procedures shall address the following:

- 27 1. General rules and ethics of Internet use.
- 28 2. Prohibited or illegal activities, including, but not limited to:<sup>1</sup>
  - 29 • Sending or displaying offensive messages or pictures
  - 30 • Using obscene language
  - 31 • Harassing, insulting, defaming or attacking others
  - 32 • Damaging computers, computer systems or computer networks

- 1 • Hacking or attempting unauthorized access
- 2 • Violation of copyright laws
- 3 • Trespassing in another's folders, work or files
- 4 • Intentional misuse of resources
- 5 • Using another's password or other identifier (impersonation)
- 6 • Use of the network for commercial purposes
- 7 • Buying or selling on the Internet

## 8 **INTERNET SAFETY MEASURES**

9 Internet safety measures shall be implemented that effectively address the following:

- 10 • Controlling access by students to inappropriate matter on the Internet and World Wide Web
- 11 • Safety and security of students when they are using electronic mail, chat rooms, and other forms
- 12 of direct electronic communications
- 13 • Preventing unauthorized access, including "hacking" and other unlawful activities by students
- 14 on-line
- 15 • Unauthorized disclosure, use and dissemination of personal information regarding students
- 16 • Restricting students' access to materials harmful to them
- 17 • **Limiting the content accessible by students using the internet access provided by the district to**
- 18 **content that is age-appropriate.<sup>7</sup>**

19 The superintendent of schools/designee shall establish a process to ensure the district's education  
20 technology is not used for purposes prohibited by law or for accessing sexually explicit materials. The  
21 process shall include, but not be limited to:

- 22 • Utilizing technology that blocks or filters Internet access (for both students and adults) to
- 23 material that is obscene, child pornography or harmful to students<sup>3</sup>
- 24 • Maintaining and securing a usage log
- 25 • **Prohibiting and preventing a user from sending, receiving, viewing, or downloading materials**
- 26 **that are deemed to be harmful to minors<sup>8</sup>**
- 27 • Monitoring on-line activities of students<sup>2</sup>

28 The Board shall provide reasonable public notice of, and at least one (1) public hearing or meeting to  
29 address and communicate, its Internet safety measures.<sup>2</sup>

30 A written parental consent shall be required prior to the student being granted access to electronic media  
31 involving district technological resources. The required permission/agreement form, which shall specify  
32 acceptable uses, rules of on-line behavior, access privileges and penalties for policy/procedural  
33 violations, must be signed by the parent/legal guardian of minor students (those under 18 years of age)  
34 and also by the student. This document shall be executed each year and shall be valid only in the school  
35 year in which it was signed unless parent(s) provide written notice that consent is withdrawn. In order  
36 to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must  
37 provide the Superintendent of Schools with a written request.

1 Complaints alleging a violation of the internet safety measures or regarding technology that blocks or  
2 filters Internet access shall be submitted to the director of the KCS Technology Department. All  
3 complaints shall be reviewed to determine how to appropriately respond.

#### 4 5 **E-MAIL**

6 All data including e-mail communications stored or transmitted on school system computers shall be  
7 monitored. Employees/students have no expectation of privacy with regard to such data. E-mail  
8 correspondence may be a public record under the public records law and may be subject to public  
9 inspection.<sup>5</sup>

#### 10 **INTERNET SAFETY INSTRUCTION<sup>6</sup>**

11 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing  
12 computer resources. The director shall provide adequate in-service instruction on internet safety. Parents  
13 and students will be provided with material to raise awareness of the dangers posed by the internet and  
14 ways in which the internet may be used safely.

#### 15 **SOCIAL NETWORKING**

- 16 1. District staff who have a presence on social networking websites are prohibited from posting  
17 data, documents, photographs or inappropriate information that is likely to create a material and  
18 substantial disruption of classroom activity.
- 19 2. District staff are prohibited from accessing personal social networking sites on school computers  
20 or during school hours except for legitimate instructional purposes.
- 21 3. The Board discourages district staff from socializing with students on social networking  
22 websites. The same relationship, exchange, interaction, information, or behavior that would be  
23 unacceptable in a non-technological medium is unacceptable when done through the use of  
24 technology.

#### 25 **VIOLATIONS**

26 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance  
27 with the existing disciplinary procedures of this District.

#### 28 **VENDOR CONTRACTS<sup>3</sup>**

29 Prior to entering into any contract for the provision of digital or online materials created or marketed for  
30 kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor shall  
31 adhere to state law. This determination includes ensuring that the vendor filters, blocks, or otherwise  
32 prevents access to pornography or obscenity and verifying that the technology prevents a user from  
33 sending, receiving, viewing, or downloading materials that are harmful to minors.

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**Legal References**

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131
3. Public Acts of 2022, Chapter No. 1002
4. TCA 39-17-901; Public Acts of 2022, Chapter No. 1002
5. TCA 10-7-512
6. TCA 49-1-221
7. Public Acts of 2025, Chapter No. 195

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**Cross References**

Use of Email 1.805  
School and System Websites 4.407  
Controversial Materials 4.801  
Student Publications 6.704

Click here to choose a school board.

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Use of the Internet</b>	Descriptor Code: <b>4.406</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 The Board supports the right of staff and students to have reasonable access to various information  
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate  
3 and responsible manner.

#### 4 **EMPLOYEES**

5 Before any employee is allowed use of the district's internet or intranet access, the employee shall sign  
6 a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions  
7 of such use. Any employee who accesses the district's computer system for any purpose agrees to be  
8 bound by the terms of that agreement, even if no signed written agreement is on file.

9 The Director of Schools shall develop and implement procedures for appropriate internet use which shall  
10 address the following:

- 11 1. Development of the Network and Internet Use Agreement;
- 12
- 13 2. General rules and ethics of internet access;
- 14
- 15 3. Guidelines regarding appropriate instruction and oversight of student internet use;
- 16
- 17 4. A uniform signature block for use by all district employees; and
- 18
- 19 5. Prohibited and illegal activities including, but not limited to, the following:<sup>1</sup>
  - 20 • Sending or displaying offensive messages or pictures;
  - 21 • Using obscene language;
  - 22 • Harassing, insulting, defaming, or attacking others;
  - 23 • Damaging computers, computer systems, or computer networks;
  - 24 • Hacking or attempting unauthorized access to any computer;
  - 25 • Violation of copyright laws;
  - 26 • Trespassing in another's folders, work, or files;
  - 27 • Intentional misuse of resources;
  - 28 • Using another's password or other identifier (impersonation);
  - 29 • Using the network for commercial purposes; and
  - 30 • Buying or selling on the internet.

## 1 STUDENTS

2 The Director of Schools shall develop and implement procedures for appropriate internet use by students.  
3 Procedures shall address the following:

- 4 1. General rules and ethics of internet use; and
- 5
- 6 2. Prohibited or illegal activities including, but not limited to:<sup>1</sup>
  - 7 • Sending or displaying offensive messages or pictures;
  - 8 • Using obscene language;
  - 9 • Harassing, insulting, defaming, or attacking others;
  - 10 • Damaging computers, computer systems, or computer networks;
  - 11 • Hacking or attempting unauthorized access;
  - 12 • Violation of copyright laws;
  - 13 • Trespassing in another's folders, work, or files;
  - 14 • Intentional misuse of resources;
  - 15 • Using another's password or other identifier (impersonation);
  - 16 • Using the network for commercial purposes; and
  - 17 • Buying or selling on the internet.

## 18 INTERNET SAFETY MEASURES<sup>2</sup>

19 Internet safety measures shall be implemented that effectively address the following:

- 20 1. Limiting the content accessible by students using the internet access provided by the district to  
21 content that is age-appropriate;
- 22
- 23 2. Protecting the safety and security of students when they are using electronic mail, chat rooms,  
24 and other forms of direct electronic communications using internet access provided by the  
25 district;
- 26
- 27 3. Preventing unauthorized access, including "hacking" and other unlawful activities by students  
28 online;
- 29
- 30 4. Restricting students' access to materials harmful to them; and
- 31
- 32 5. Preventing students from using internet access provided by the district to access websites, web  
33 applications, or software that does not protect students against the disclosure, use, or  
34 dissemination of their personal information.

35 The Director of Schools/designee shall establish a process to ensure the district's education technology  
36 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall  
37 include, but not be limited to:

- 38 1. Utilizing technology that filters, blocks, or otherwise prevents internet access (for both students  
39 and adults) to material that is obscene or pornographic;<sup>3</sup>
- 40

- 1           2. Prohibiting and preventing a user from sending, receiving, viewing, or downloading materials  
2           that are deemed to be harmful to minors;<sup>4</sup>  
3
- 4           3. Maintaining and securing a usage log; and  
5
- 6           4. Monitoring online activities of students.<sup>2</sup>

7 The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to  
8 address and communicate its internet safety measures.<sup>2</sup>

9 A written parental consent shall be required prior to the student being granted access to electronic media  
10 involving district technological resources. The required permission/agreement form, which shall specify  
11 acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural  
12 violations, must be signed by the parent/guardian of minor students (those under 18 years of age) and  
13 also by the student. This document shall be executed each year and shall be valid only in the school year  
14 in which it was signed unless parent(s)/guardian(s) provide written notice that consent is withdrawn. In  
15 order to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old)  
16 must provide the Director of Schools with a written request.

17 **[Note: Insert the following language if the district contracts for the provision of digital or online**  
18 **materials created and marketed for K-12.]** Complaints alleging a violation of the internet safety  
19 measures shall be submitted to **[insert title of employee]**. All complaints shall be reviewed to determine  
20 how to appropriately respond.

## 21 **EMAIL**

22 Users with network access shall not utilize district resources to establish electronic mail accounts through  
23 third-party providers or any other nonstandard electronic mail system. All data including email  
24 communications stored or transmitted on school district computers shall be monitored.  
25 Employees/students have no expectation of privacy with regard to such data. Email correspondence may  
26 be a public record under the public records law and may be subject to public inspection.<sup>5</sup>

## 27 **INTERNET SAFETY INSTRUCTION<sup>6</sup>**

28 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing  
29 computer resources. The Director of Schools shall provide adequate in-service instruction on internet  
30 safety. Parent(s)/guardian(s) and students will be provided with material to raise awareness of the  
31 dangers posed by the internet and ways in which the internet may be used safely.

## 32 **SOCIAL NETWORKING**

- 33           1. Students are prohibited from accessing social media platforms using district internet except when  
34           expressly authorized by a teacher for educational purposes.<sup>7</sup>
- 35           2. District staff who have a presence on social networking websites are prohibited from posting  
36           data, documents, photographs, or inappropriate information that is likely to create a material and  
37           substantial disruption of classroom activity.

- 1           3. District staff are prohibited from accessing personal social networking sites on school computers  
2           or during school hours except for legitimate instructional purposes.
- 3           4. The Board discourages district staff from socializing with students on social networking  
4           websites. The same relationship, exchange, interaction, information, or behavior that would be  
5           unacceptable in a non-technological medium is unacceptable when done through the use of  
6           technology.

## 7   **VIOLATIONS**

- 8   Violations of this policy or a corresponding administrative procedure shall be handled in accordance  
9   with the existing disciplinary procedures of the district.

## 10 **VENDOR CONTRACTS<sup>8</sup>**

- 11 Prior to entering into any contract for the provision of digital or online materials created or marketed  
12 for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor  
13 shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or  
14 otherwise prevents access to pornography or obscenity and verifying that the technology prevents a  
15 user from sending, receiving, viewing, or downloading materials that are harmful to minors.

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### Legal References

1. [TCA 39-14-602](#)
2. [47 USCA § 254 \(h\)\(5\)\(A\) – \(C\), 254\(l\); 47 CFR § 54.520\(e\)\(1\)\(i\); 20 USCA § 7131; Public Acts of 2025, Chapter No. 195](#)
3. [TCA 49-1-221\(a\)\(1\)\(C\)\(i\)](#)
4. [TCA 39-17-901; TCA 49-1-221\(a\)\(1\)\(C\)\(ii\)](#)
5. [TCA 10-7-512](#)
6. [TCA 49-1-221\(a\)\(1\)\(E\)](#)
7. [Public Acts of 2025, Chapter No. 195](#)
8. [TCA 49-1-221\(c\)](#)

### Cross References

- Use of Email 1.805
- Use of Artificial Intelligence Programs 4.214
- School and System Websites 4.407
- Controversial Materials 4.801
- Student Publications 6.704



# State of Tennessee

## PUBLIC CHAPTER NO. 195

HOUSE BILL NO. 825

By Representatives Maberry, Renea Jones, Hardaway, Parkinson, Davis, McCalmon,  
Terry, Keisling, Littleton, Reedy

Substituted for: Senate Bill No. 811

By Senators Powers, Crowe, Jackson, Reeves, Rose, Walley, Yager

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

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

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

### **49-6-4601.**

This act is known and may be cited as the "Teen Social Media and Internet Safety Act."

### **49-6-4602.**

As used in this part, unless the context otherwise requires:

(1) "Department" means the department of education;

(2) "Internet" means the combination of computer facilities and electromagnetic transmission media, and related equipment and software, comprising the interconnected worldwide network of computer networks that employ the Transmission Control Protocol/Internet Protocol or any successor protocol to transmit information; and

(3) "Social media" means a form of interactive electronic communication through an internet website or application by which a user creates a service-specific identifying user profile to connect with other users of the internet website or application for the purpose of communicating and sharing information, ideas, news, stories, opinions, images, videos, and other content.

### **49-6-4603.**

(a)

(1) By January 1, 2026, the department shall develop guidance for LEAs and public charter schools to instruct students in grades six through twelve (6-12) who are enrolled in the LEA or public charter school on social media and internet safety.

(2) The department shall update the guidance developed pursuant to this subsection (a), if necessary, to reflect changes in social media use, emergent technologies, and new threats to teens using social media.

(3) The guidance developed pursuant to this subsection (a) must conform with the requirements established in § 49-6-4604.

(b) Beginning with the 2026-2027 school year, each LEA and public charter school that enrolls students in any of the grades six through twelve (6-12) shall instruct students in grades six through twelve (6-12) using the guidance developed by the department pursuant to subsection (a).

**HB825**

(c) If a parent or guardian of a student wishes to excuse the parent's or guardian's student from only a portion of the social media and internet safety instruction provided pursuant to subsection (b), then the parent or guardian must submit a request, in writing, to the student's teacher or school principal. If the parent or guardian wishes to excuse the parent's or guardian's student from all of the social media and internet safety instruction provided pursuant to subsection (b), then the parent or guardian must submit a request, in writing, to the student's school principal. A student who is excused from any or all portions of social media and internet safety instruction must not be penalized for grading purposes if the student satisfactorily performs alternative lessons.

**49-6-4604.**

(a) The social media and internet safety guidance developed in § 49-6-4603(a) must include:

- (1) Time management and healthy behaviors on social media;
- (2) The negative effects of social media on mental health, including addiction to social media;
- (3) The distribution of information on social media;
- (4) How social media manipulates behavior;
- (5) The permanency of sharing materials online;
- (6) How to use social media safely, including:
  - (A) Maintaining personal security;
  - (B) Preventing oversharing of personal information;
  - (C) Identifying cyberbullying, predatory behavior, and signs of potential human trafficking; and
  - (D) Reporting suspicious behavior encountered on social media to the appropriate authorities; and
- (7) Emphasizing the importance of evaluating information generated by artificial intelligence and understanding the potential for misinformation when using artificial intelligence.

(b) The social media and internet safety guidance developed pursuant to § 49-6-4603(a) may include the benefits of social media use; provided, that the guidance must only include the benefits of social media related to:

- (1) Career and resume building for future academic or employment opportunities;
- (2) Sharing information with family and friends; and
- (3) Safely connecting with other users with similar interests.

**49-6-4605.**

Beginning with the 2025-2026 school year, each LEA and public charter school shall prohibit students from accessing a social media platform using the internet access provided by the LEA or public charter school, except when expressly authorized by a teacher for educational purposes only.

SECTION 2. Tennessee Code Annotated, Section 49-1-221(a)(1), is amended by adding the following as new subdivisions:

- (G) Limit the content accessible by students using internet access provided by the LEA to content that is age-appropriate;

**HB825**

(H) Protect the safety and security of students accessing email, chat rooms, and other forms of direct, electronic communication using internet access provided by the LEA; and

(I) Prevent students from using internet access provided by the LEA to access websites, web applications, or software that does not protect students against the disclosure, use, or dissemination of their personal information.

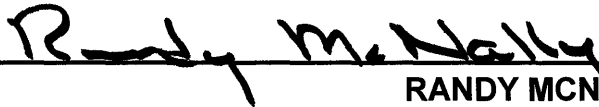
SECTION 3. Section 2 of this act takes effect July 1, 2025, the public welfare requiring it. All other sections of this act take effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 825

PASSED: April 3, 2025



CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES



RANDY MCNALLY  
SPEAKER OF THE SENATE

APPROVED this 11<sup>th</sup> day of April 2025



BILL LEE, GOVERNOR

# Kingsport City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Employment of Retirees</b>	Descriptor Code: <b>5.119</b>	Issued Date: <b>12/12/23</b>
		Rescinds: <b>5.119</b>	Issued: <b>08/09/22</b>

## 1 *General*

2 The Superintendent of Schools may hire a retired individual if certain conditions are met as provided  
3 for in state law.

4 **Prior to commencement of reemployment, the Director of Schools shall provide the required**  
5 **employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be**  
6 **eligible for employment after retirement, a TCRS member must comply with the following:**

- 7 1. **The retired member must have a bona fide separation of service which includes a separation of**  
8 **at least sixty (60) calendar days and no previous agreement to return to work after retirement;**  
9 **and**
- 10 2. **The retired member may not accrue additional retirement benefits as a result of the member's**  
11 **reemployment and may not draw disability retirement benefits.**

## 12 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

13 Retired members under the Tennessee Consolidated Retirement System (TCRS) may be employed for  
14 up to one hundred twenty (120) days per year without loss of retirement benefits. Retired members may  
15 substitute teach for additional days.<sup>1</sup>

## 16 **GENERAL EMPLOYMENT CONTRACTS**

17 The Superintendent of Schools may employ retired teachers. Retirement benefits will not be lost or  
18 suspended under certain conditions which include, but are not limited to, the following:<sup>2</sup>

- 19 1. The retired teacher shall hold a valid license and shall not be entitled to tenure status;  
20
- 21 2. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or  
22 receive medical insurance coverage; and  
23
- 24 3. The salary paid to the retired teacher shall not be less than the rate of compensation set by the  
25 Board for teachers with no experience filling similar positions or more than eighty-five percent  
26 (85%) of the rate of compensation set by the Board for teachers with comparable training and  
27 years of experience filling similar positions.

## 28 **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES<sup>3</sup>**

1 Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as  
2 a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the  
3 following conditions:

- 4 1. The retired member has been retired for at least sixty (60) calendar days;
- 5  
6 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the  
7 retirement allowance;
- 8  
9  
10 3. The retired member is not drawing disability retirement benefits; and
- 11  
12 4. The retired member can't accrue additional retirement benefits.

13 The Superintendent of Schools shall notify TCRS of the member's reemployment.

14 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.  
15 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment  
16 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five  
17 percent (5%) of the retired member's pay rate.  
18

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Legal References

1. TCA 8-36-805; Public Acts of 2023, Chapter No. 425
2. TCA 8-36-821; Public Acts of 2023, Chapter No. 425
3. TCA 8-36-822; Public Acts of 2023, Chapter No. 425

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Cross References

Application and Employment 5.106  
Substitute Teachers 5.701

Click here to choose a school board.

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Employment of Retirees</b>	Descriptor Code: <b>5.119</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*<sup>1</sup>

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in  
3 state law. Prior to commencement of reemployment, the Director of Schools shall provide the required  
4 employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be  
5 eligible for employment after retirement, a TCRS member must comply with the following:

- 6 1. The retired member must have a bona fide separation of service which includes a separation of  
7 at least sixty (60) calendar days and no previous agreement to return to work after retirement;  
8 and  
9
- 10 2. The retired member may not accrue additional retirement benefits as a result of the member's  
11 reemployment and may not draw disability retirement benefits.

12 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**<sup>2</sup>

13 Retired members under TCRS may be employed for up to one hundred twenty (120) days per year  
14 without loss of retirement benefits. Retired members may substitute teach for additional days.

15 To continue receiving TCRS benefits, the following conditions must be met in addition to the general  
16 standards above:  
17

- 18 1. During a twelve-month period, the retiree must not work more than one hundred twenty (120)  
19 days; and  
20
- 21 2. The retired member's compensation must not exceed 60% of the annual full-time salary  
22 received in the year immediately prior to the member's last paid day of covered employment.  
23 This amount shall be adjusted by five percent (5%) for each year after that date.

24 The retired member may work beyond one hundred twenty (120) days as a substitute teacher if the  
25 payment does not exceed the rate of compensation for substitute teachers filling similar vacant  
26 positions.

27

28

## 1 **HARD TO FILL POSITIONS<sup>3</sup>**

2 The Director of Schools may contract with retired members for hard to fill positions if the following  
3 conditions are met in addition to the general standards above:  
4

- 5 1. During the reemployment, the retirement benefit payable to the retiree must be reduced to  
6 seventy percent (70%) of the retirement allowance the member would have otherwise been  
7 entitled to receive; and  
8
- 9 2. The retired member's reemployment must not exceed one (1) year, but the retired member may  
10 be reemployed for additional one-year periods per state law.

11 The Director of Schools shall certify to TCRS that the employee is being rehired in a hard-to-fill  
12 position. In order to qualify, one or more of the following conditions must be established:

- 13 1. It is difficult to recruit and retain qualified employees for the position;  
14
- 15 2. The position requires specialized certification, credentials, or education;  
16
- 17 3. The demand for the position exceeds the supply;  
18
- 19 4. The position is in high demand in the marketplace;  
20
- 21 5. The position is filled by key personnel;  
22
- 23 6. The position requires specific skills and experience; or  
24
- 25 7. The position has other unique recruitment or retention issues identified and documented by the  
26 Director of Schools.

27 Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment equal to the  
28 amount the employer would have contributed to the retirement system during the period of  
29 reemployment; or (2) an amount equal to five percent (5%) of the retired member's earnable  
30 compensation.

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### Legal References

1. [TCA 8-36-805](#); [TCA 8-36-809](#); [Public Acts of 2025, Chapter No. 159](#)
2. [TCA 8-36-805](#); [Public Acts of 2025, Chapter No. 159](#)
3. [TCA 8-36-809](#); [Public Acts of 2025, Chapter No. 159](#)

### Cross References

Application and Employment 5.106  
Substitute Teachers 5.701



# State of Tennessee

## PUBLIC CHAPTER NO. 159

### SENATE BILL NO. 251

By Yager, Reeves

Substituted for: House Bill No. 313

By Marsh, Hawk

AN ACT to amend Tennessee Code Annotated, Section 8-25-213 and Title 8, Chapter 36, Part 8, relative to reemployment after retirement.

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

SECTION 1. Tennessee Code Annotated, Section 8-36-805, is amended by deleting the section and substituting:

(a) A retired member or prior class member of the retirement system, and a retiree of a local retirement fund receiving benefits in accordance with chapter 35, part 3 of this title may return to service temporarily in a position covered by the retirement system and continue to draw the person's retirement allowance; provided, that all of the following conditions are met:

(1) The retired member must have had a bona fide separation of service. For purposes of this section, a "bona fide separation of service" means a separation of service where there is:

(A) No prearranged agreement, whether verbal or in writing, prior to the member's retirement between the member and a participating employer in the retirement system for the member to return to work for the employer after retirement; and

(B) A complete separation of service, from all employment in a position or positions covered by the retirement system, for at least sixty (60) calendar days between the member's effective date of retirement and the first day of work for the employer as a retiree;

(2) During a twelve-month period, the retiree must not work more than one hundred twenty (120) days or the equivalent of one hundred twenty (120) days, or if employed as a teacher by an institution of higher learning, twenty-four (24) quarter credit hours or eighteen (18) semester credit hours;

(3) The entire compensation payable to the retired member for the temporary employment period must not exceed an amount equal to the sum of sixty percent (60%) of the annual full-time salary received by the retired member in the year immediately prior to the member's last paid day of covered employment, adjusted by five percent (5%) for each year since the member's last paid day of covered employment or by such other percentage as may be determined by the treasurer and the commissioner of human resources. In determining the percentage for a given year, the treasurer and the commissioner of human resources may consider any matter which, in their discretion, they deem relevant, including, but not limited to, the condition of the labor market and the ability to fill the respective positions;

(4) The retired member may work beyond the one hundred twenty (120) days prescribed in subdivision (a)(2) if employed as a substitute teacher in a public school system; provided, that the compensation payable to the retired member for such work does not exceed the rate of compensation set by the public school system for substitute teachers filling similar vacant positions, and the total salary paid to any

such retired member for teaching during the twelve-month period does not exceed the pertinent pro rata share of average salary being paid at the institution in the academic discipline concerned;

(5) The head of the employing entity or the head's designee:

(A) Certifies to the retirement division the member's name, period to be employed, number of days to be worked, compensation to be paid, anticipated termination date, and that there was no explicit prearrangement at the time of the member's retirement for future employment with the new employing entity after the member's retirement. The certification must be made in the manner prescribed by the retirement division and must be filed annually, if applicable, and acknowledged by the member;

(B) Submits a statement showing working hours and compensation for the retiree when requested; and

(C) Is subject to audit to verify working hours and the compensation being paid;

(6) If the period of return to service or the compensation therefor exceed that specified in this section, then the person's monthly retirement allowance must be reduced by the greater of the following:

(A) Each day worked in excess of the limitation must result in the loss of one-twentieth (1/20) of the monthly retirement allowance; or

(B) Any compensation received in excess of the limitation must reduce the retirement allowance payable by the ratio the compensation exceeds the limitation;

(7) The retirement system may obtain reimbursement for any retirement benefits overpaid as a result of a retiree's reemployment in excess of that permitted by this section, by deductions from a retiree's monthly benefit;

(8) The retired member, if otherwise eligible, may participate in the state's 401(k) or 457(b) deferred compensation plans, but is not eligible to accrue additional retirement benefits in the retirement system as a result of the member's reemployment; and

(9) The retiree is not drawing disability retirement benefits under this chapter.

(b) For a member whose effective date of retirement was in fiscal years 2022-2023, 2023-2024, or 2024-2025, with the state fiscal year being from July 1 to June 30, if the retirement system discovers that the member did not have a bona fide separation of service, then the member must be treated as receiving an in-service distribution and the retirement system shall make any required tax reporting changes to reflect the in-service distribution in prior years. After July 1, 2025, the identified members may be temporarily reemployed pursuant to this chapter after a bona fide separation of service.

SECTION 2. Tennessee Code Annotated, Section 8-36-809, is amended by deleting the section and substituting:

Notwithstanding another law to the contrary, a retired member or prior class member of the retirement system, and any retired member of a local retirement fund receiving benefits pursuant to chapter 35, part 3 of this title may be reemployed in a position covered by the retirement system without the loss or suspension of the retired member's retirement system benefits; provided, that the following conditions are met, as certified by the employer:

(1) The retired member must have had a "bona fide separation of service". For purposes of this section, a "bona fide separation of service" means a separation of service where there is:

(A) No prearranged agreement, whether verbal or in writing, prior to the member's retirement between the member and a participating employer in the retirement system for the member to return to work for the employer after retirement; and

(B) A complete separation of service from all employment in a position or positions covered by the retirement system of at least sixty (60) calendar

days between the member's effective date of retirement and the first day of work for the employer as a retiree;

(2) The retired member is reemployed in a hard-to-fill position. For purposes of this section, a "hard-to-fill position" means a position where one (1) or more of the following conditions are met:

(A) The employer is experiencing difficulty in recruiting and retaining qualified employees for the position;

(B) The position requires specialized certification, credentials, or education;

(C) The demand for the position exceeds the supply;

(D) The position is in high demand in the marketplace;

(E) The position is filled by key personnel;

(F) The position requires specific skills and experience; or

(G) The position has other unique recruitment or retention issues identified and documented by the employer;

(3) During the reemployment, the retirement benefit payable to the retired member must be reduced to seventy percent (70%) of the retirement allowance the member would have otherwise been entitled to receive;

(4) The retired member's reemployment must not exceed one (1) year; however, the retired member may be reemployed for additional one-year periods, provided, that the conditions contained in this section are met for each period of reemployment;

(5) To fund the liability created by this section, the retired member's new employer shall pay to the retirement system during each period of reemployment the greater of:

(A) A payment equal to the amount the employer would have contributed to the retirement system had the retired member been a member of the retirement system during the period of reemployment; or

(B) An amount equal to five percent (5%) of the retired member's earnable compensation;

(6) The retired member, if otherwise eligible, may participate in the state's 401(k) or 457(b) deferred compensation plans, but is not eligible to accrue additional retirement benefits in the retirement system as a result of the member's reemployment;

(7) Prior to the commencement of each reemployment of the retired member, the head of the retired member's new employer, or the head's designee:

(A) Notifies the retirement division of the retired member's reemployment with documents or information required by the retirement system; and

(B) Certifies in writing to the retirement division that:

(i) The position is a hard-to-fill position;

(ii) The retired member has the requisite experience and training for the position to be filled;

(iii) No other qualified persons are reasonably available to fill the position; and

(iv) There was no explicit prearrangement at the time of the member's retirement for future employment with the new employing entity after the member's retirement; and

(C) Makes the certification in the manner prescribed by the retirement division, file the certification annually, if applicable, and ensure the certification is acknowledged by the member; and

(8) The retiree is not drawing disability retirement benefits under this chapter.

SECTION 3. Tennessee Code Annotated, Section 8-36-801(c), is amended by deleting the second sentence and substituting:

This subsection (c) does not apply to retirees who return to service in a position covered by the retirement system as provided in § 8-36-805, § 8-36-809, § 8-36-810, § 8-36-818, or § 8-36-820.

SECTION 4. Tennessee Code Annotated, Section 8-25-213(1), is amended by deleting the subdivision and substituting:

(1) Is subject to the applicable work and compensation limits set forth in § 8-36-805(a).

SECTION 5. Tennessee Code Annotated, Sections 8-36-821 and 8-36-822, are amended by deleting the sections in their entireties.

SECTION 6. Section 5 takes effect January 1, 2026, the public welfare requiring it. All remaining sections of this act take effect July 1, 2025, the public welfare requiring it.


SENATE BILL NO. 251

PASSED: March 31, 2025

  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 11<sup>th</sup> day of April 2025

  
BILL LEE, GOVERNOR

# Kingsport City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Classified Substitutes</b>	Descriptor Code: <b>5.701</b>	Issued Date: <b>09/10/24</b>
		Rescinds: <b>5.701</b>	Issued: <b>11/12/19</b>

1 Substitutes shall be secured on an as needed basis when employees are absent from work. A substitute must  
2 have a minimum of a high school diploma or equivalent and complete the application process, including a criminal  
3 background check.<sup>1</sup>

4 Substitutes must complete a training session prior to substituting in Kingsport City Schools. The Superintendent  
5 of Schools shall be responsible for ensuring that there are appropriate training and development programs for  
6 substitute teachers that includes the annual school safety training required by state law.<sup>2</sup>

7 **When substituting for a regular teacher who has been absent for thirty (30) consecutive days, a substitute teacher**  
8 **shall possess a teaching certificate with endorsement in the discipline(s) to be taught or shall be a retired teacher**  
9 **that held the appropriate endorsement.**<sup>3</sup>

10 The Superintendent is directed to establish a pay schedule and plan for substitutes for classified staff.

11 On an annual basis, the Superintendent, with input from the Supervisors, will determine which substitutes  
12 performed at an acceptable level. Substitutes who performed below an acceptable level shall not be reemployed.

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## Legal References

1. [TCA 49-5-413\(a\)](#)
2. [Public Acts of 2024, Chapter No. 735; TCA 49-6-805\(7\)](#)
3. [Public Acts of 2025, Chapter No. 235](#)

Click here to choose a school board.

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Substitute Teachers</b>	Descriptor Code: <b>5.701</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies  
2 until a licensed teacher is available.<sup>1,2</sup> Substitute teachers may be employed and paid directly by the  
3 Board or by a third-party employer through an agreement between such third-party employer and the  
4 Board.

5 Substitute teachers employed by third party entities shall be subject to the same unemployment benefit  
6 eligibility conditions as substitute teachers employed directly by the Board.<sup>2</sup>

#### 7 **APPLICATION/QUALIFICATIONS**

8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.<sup>3</sup>

9 Applicants with revoked or suspended licenses or certificates according to the State Board of Education  
10 shall not be hired.<sup>4</sup>

11 Qualifications for substitute teachers shall be determined by the Director of Schools in compliance with  
12 board policy, state laws, and State Board of Education rules and regulations.

13 A list of substitute teacher(s) will be prepared by the **[Director of Schools, Personnel Director, etc.]**  
14 who will maintain file(s) which may include transcripts, credentials, recommendations, and other  
15 pertinent information.

#### 16 **COMPENSATION**

17 If employed directly by the district, the compensation of substitute teachers shall be determined annually  
18 by the Board.

19 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same  
20 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired  
21 after July 1, 2011 through July 1, 2016.<sup>5</sup>

#### 22 **CERTIFICATION**

23 When substituting for a regular teacher who has been absent for thirty (30) consecutive days, a substitute  
24 teacher shall possess a teaching certificate with endorsement in the discipline(s) to be taught or shall be  
25 a retired teacher that held the appropriate endorsement.<sup>6</sup> When substituting for a teacher without sick  
26 leave, the substitute shall be certified and paid according to the state salary schedule.<sup>1</sup>

## 1 **EMERGENCY NEEDS**

2 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency situations.  
3 Emergency use shall be defined as less than a full day due to the regular or substitute teacher being  
4 unable to arrive on time or remain for the full day.

5 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would  
6 receive under similar circumstances or their regular salary, if higher; however, they shall not receive pay  
7 for both positions at the same time.

## 8 **TRAINING AND ORIENTATION**

9 The Director of Schools shall be responsible for ensuring that there are appropriate training and  
10 development programs for substitute teachers that includes the annual school safety training required by  
11 state law.<sup>7</sup>

## 12 **RESPONSIBILITIES**

13 Substitute teachers shall assume the same responsibilities as the regular teacher, including but not limited  
14 to, bus duty and playground supervision.

## 15 **RE-EMPLOYMENT/TERMINATION**

16 On an annual basis, the Director of Schools, with input from the principals, shall determine which  
17 substitute teachers performed at an acceptable level. Substitute teachers who performed below an  
18 acceptable level shall not be re-employed.

19 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying  
20 the principal and/or third-party employer if they wish to terminate their service as substitutes.

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### Legal References

1. [TRR/MS 0520-01-02-.04\(5\)](#)
2. [TCA 49-5-709](#)
3. [TCA 49-5-413\(a\)\(2\)](#)
4. [TCA 49-2-203\(a\)\(14\)\(C\)](#)
5. [TCA 49-3-312\(b\)](#)
6. [TCA 49-3-312\(a\); TRR/MS 0520-01-02-.04\(5\)\(b\);  
Public Acts of 2025, Chapter No. 235](#)
7. [TCA 49-2-203\(a\)\(14\)\(A\); TCA 49-6-805\(7\)](#)

### Cross References

Background Investigations 5.118  
Employment of Retirees 5.119



# 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.

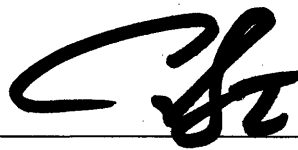
SECTION 26. This act takes effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 1272

PASSED: April 17, 2025



RANDY McNALLY  
SPEAKER OF THE SENATE



CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 23<sup>rd</sup> day of April 2025



BILL LEE, GOVERNOR

## Document: Tenn. Code Ann. § 49-3-312

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### Tenn. Code Ann. § 49-3-312

Copy Citation

Current through the 2024 Regular Session.

[Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS](#) [Title 49 Education](#)  
[Chapter 3 Finances](#) [Part 3 Education Finance](#)

#### **49-3-312.** Substitute teachers.

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**(a)** A substitute teacher substituting for a regular teacher on leave authorized for a period not exceeding twenty (20) consecutive teaching days is not required to possess a teacher's license.

**(b)** A substitute teacher who is a retired teacher is not required to continue to renew the teacher's license in order to work as a substitute teacher. The rate of compensation for a retired teacher without an active teaching license must not be less than the rate of compensation set by the LEA for a retired teacher with an active teaching license. This subsection (b) only applies to retired teachers who retired after July 1, 2011 through July 1, 2016.

#### History

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Acts 1977, ch. 289, § 9; T.C.A., § 49-611; Acts 1996, ch. 764, § 1; 2001, ch. 284, § 8; 2017, ch. 387, §§ 1, 2.

TENNESSEE CODE ANNOTATED

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# Kingsport City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Child Abuse and Neglect</b>	Descriptor Code: <b>6.409</b>	Issued Date: <b>08/13/24</b>
		Rescinds: <b>6.409</b>	Issued: <b>07/12/22</b>

## 1 GENERAL

2 The Superintendent of Schools shall:<sup>1</sup>

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

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

## 12 REPORTING

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

19 Child abuse exists when a person under the age of eighteen is suffering from, has sustained or may be  
20 in immediate danger of suffering from or sustaining a wound, injury, disability or physical or mental  
21 condition caused by brutality, neglect or other actions or inactions, **or witnesses either abuse of another  
22 child in the person's immediate family or household, or domestic abuse, as defined in TCA 36-3-601,  
23 or another member of the person's immediate family or household.**<sup>9</sup> Neglect occurs when a child's  
24 health and welfare is adversely affected due to inadequate care. Staff members who know or suspect  
25 that any child is suffering from abuse or neglect shall report such harm immediately.<sup>3</sup>

26 The report shall include, to the extent known by the reporter:<sup>6</sup>

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

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

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

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

### 7 **INVESTIGATIONS DUTY TO COOPERATE**

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

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#### Legal References

1. [TCA 49-6-1601; Public Acts of 2024, Chapter No. 571](#)
2. [TCA 37-1-408](#)
3. [TCA 37-1-403\(a\)\(1\); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605\(a\)\(4\)](#)
4. [TCA 37-1-403\(a\)\(2\); TCA 49-6-1601](#)
5. [TCA 49-6-1601\(d\)\(1\)\(B\)\(v\)](#)
6. [TCA 37-1-403\(b\)](#)
7. [TCA 37-1-611\(b\)](#)
8. [Tenn. Op. Atty. Gen. No. 87-101 \(June 9, 1987\)](#)
9. [Public Acts of 2025, Chapter No. 398](#)

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#### Cross References

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



# *State of Tennessee*

## **PUBLIC CHAPTER NO. 398**

**SENATE BILL NO. 1241**

**By Jackson, Rose**

Substituted for: House Bill No. 1360

By Littleton, Farmer, Hardaway, Bricken

AN ACT to amend Tennessee Code Annotated, Title 36; Title 37 and Title 39, relative to child abuse.

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

SECTION 1. Tennessee Code Annotated, Section 37-1-102(b)(1), is amended by adding the following as a new subdivision:

(C) A person under eighteen (18) years of age witnesses either abuse of another child in the person's immediate family or household, or domestic abuse, as defined in § 36-3-601, of another member of the person's immediate family or household;

SECTION 2. Tennessee Code Annotated, Title 37, Chapter 2, Part 4, is amended by adding the following as a new section:

Notwithstanding another law to the contrary, if a child has been removed from the custody of a parent or legal guardian due to a finding of abuse, as defined in § 37-1-102, and placed in foster care with the department or in the care of an agency as provided in § 37-2-403, then reunification with the parent must not occur unless the parent has achieved sufficient progress on the parent's permanency plan responsibilities to make reunification safe and the child has received any mental health counseling deemed necessary for reunification.

SECTION 3. Tennessee Code Annotated, Section 37-2-403(a), is amended by adding the following as a new subdivision:

(8) The permanency plan for a child in foster care as a result of abuse or neglect that includes as a permanency goal the return of the child to the parent must include in the parent's statement of responsibilities a requirement that the parent complete appropriate services to address domestic violence, if the reason for the child's placement in foster care included witnessing or being subjected to domestic abuse by the parent.

SECTION 4. Tennessee Code Annotated, Section 37-5-105, is amended by adding the following as a new subdivision:

(18) By January 31, 2026, and each year semiannually thereafter, report to the chair of the judiciary committee of the senate, and the chairs of the committees of the house of representatives having jurisdiction over judiciary matters and matters related to children and family affairs, the number of children who were removed into foster care due to allegations of domestic abuse. The report must include information on the number of children who were returned home, the number of children who remained in the custody of the department, and other outcomes.

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

SENATE BILL NO. 1241

PASSED: April 16, 2025

  
\_\_\_\_\_  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
\_\_\_\_\_  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 5<sup>th</sup> day of May 2025

  
\_\_\_\_\_  
BILL LEE, GOVERNOR

August 12, 2025

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2025-2026  
BUDGET AMENDMENT NUMBER ONE

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: WASHINGTON HVAC REPLACEMENT PROJECT**

A project for the replacement of the Washington HVAC system was approved in March 2025. Initial project funding was established for \$240,000, to fund the architectural contract. The architect has provided an estimate of \$2,500,000 for this work. In addition to the funding for the bid amount, there will need to be funding for a 6% contingency or \$150,000 and it is recommended to add \$25,000 for miscellaneous expenses. This brings the additional funding required to \$2,675,000. Bids are scheduled to be opened on August 20, 2025, and the Board of Education bid approval is scheduled for the September Board meeting. We are anticipating that this project will be completed by the start of school in August of 2026.

The City of Kingsport will provide funding for this project when they sell bonds in early 2026. To meet the August 2026 completion, it is necessary to initially fund this project from the school system's Fund Balance and replace these funds when the bonds are sold.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$2,675,000 to provide initial funding of the Washington HVAC replacement project.

**GENERAL PROJECT FUND**

**WASHINGTON HVAC REPLACEMENT**

A project for the replacement of the Washington HVAC system was approved in March 2025. Initial project funding was established for \$240,000, to fund the architectural contract. The total project is estimated to be \$2,915,000. Initial funding will come from the General Purpose School Fund, Fund Balance. This funding will be replaced by bond funds when the City of Kingsport issues bonds in early 2026.

It is recommended that the estimated revenue for Transfers from the General Purpose School Fund and the appropriation Fees and Construction Contracts be increased by \$2,675,000.

**SCHOOL SPEICAL PROJECTS FUND**

John Sevier Middle School and Dobyns-Bennet High School have received a donation of \$12,500 each. Nathan Morton is making this \$25,000 donation on behalf of his sister Melissa Foshee. There were similar donations made in FY 2024 and FY 2025 for a total of \$285,000.

These funds will be utilized by John Sevier Middle School and Dobyons-Bennett High School to provide professional development, supplies and equipment to supplement their special education instruction.

A new project will be established to account for a donation from “Melissa’s Hope Foundation”. It is recommended that the estimated revenue for Other Local Revenue and the appropriations for salaries, benefits, supplies and materials, and equipment be increased by \$25,000

## KCS Board of Education Election of Officers, 2025

Dear Board Members - As per our policy 1.200, the election of board officers (President / Vice President) for the term September 1, 2025 – August 31, 2026 will occur during our business meeting scheduled for August 12<sup>th</sup>, 2025.

Members wishing to nominate themselves or another member must submit their nomination(s) via email to Ms. Altizer no later than 5:00pm on Wednesday, August 6<sup>th</sup>, 2025. Ms. Altizer will include the ballot with the August 12<sup>th</sup> business meeting agenda. Paper ballots will be provided, and voting will be held during the August 12<sup>th</sup> meeting. Marked and signed ballots will be collected by Ms. Altizer and results will be read aloud during the meeting.

Elected individuals will assume office on September 1, 2025.

## **Board President**

1200 - Internal organization - June business meeting

1400 - School Board Meetings

1403 - Executive Committee - set meeting agendas

1404 - Public Communications

1106 - School district ethics committee

2200 - Annual budget - prepare budget calendar with Superintendent

6304 - Student discrimination, harassment, bullying, cyber-bullying and intimidation

3210 - Naming facilities - create committee

## **Duties**

Operate board meetings / Parliamentary procedures

Executive committee with Superintendent to approve meeting agendas

Assign committees to board members

Signatory to documents

Mutual availability with Superintendent

Assure adherence to sunshine laws and legal ascriptions to meetings

Consult city counsel

Email response when addressed to entire board

External media communication spokesperson for BOE

Inform other board members of pending activity

## **Other meetings the Board president attends on a regular basis**

Kingsport United Way Community Partners - fourth Wednesday of each month - 800-930am

Chamber of Commerce Legislative Committee - Immediately prior and during Tennessee Legislative Session and called Special Sessions - Each Wednesday, 800-930am and 130-230pm

City Leadership Team - Mayor, City Manager, Board President, Superintendent - Fourth Tuesday of each month, 300-430pm

Kingsport City Schools Education Foundation – Quarterly / as called

Chamber of Commerce Fourth Friday Breakfast - fourth Friday of each month, 730-900am

Chamber of Commerce Legislative events - schedule varies

Regional leadership events

TSBA Leadership Academy - annual

TSBA Presidents Meeting - Immediately prior to TSBA conference

TSBA Annual Conference

TSBA Legislative and Legal Update Meeting - Annual (Gatlinburg)

The Board president is expected to be available for meetings with administration, invitations to special school and civic events, speaking at civic clubs.

### **Relationship with administration and staff**

The Superintendent is directly accountable to the whole of the Board of Education and not to any individual member including the President. No staff members other than the Superintendent are direct reports to either to the president of the BOE or to any board members. Their direct accountability is to the Superintendent. Neither the president nor any individual board member has the organizational or legal authority to instruct any staff member to perform or not perform any specific duty or tasks. Board members should direct individual requests for information from staff through the Superintendent. Individual members of the administration may request meetings with the Board president. It is appropriate protocol that the individuals requesting the meeting inform the Superintendent.

### **Relationship with the public**

The president of the board is one voting member of the BOE. While by title the president has additional duties and may be perceived as having more influence, the president has no authority other than in tasks assigned in policy or state regulations or laws. Basically, other than having the shared authority with the Superintendent to determine the agenda for board meetings and parliamentary operation of the board's meetings, the president has no more power than any other board member. By protocol, the president is the spokesperson for the Board but cannot state a position for the board that the board itself has not taken by majority vote. It is also by protocol that the president has the responsibility to respond to communications directed or addressed to the entire board. Individual board members may choose to respond or not. Requests from media for comments regarding board actions are directed to the president.

### **Relationship with other political entities**

The board president and the Superintendent are the primary points of contact and communication with other local, state and federal governing bodies, elected officials and authorities.

### **Confidentiality**

The board president is frequently made aware of situations, considerations, specific names of individuals or plans prior to other members or the public having access to the information about those matters. It is essential that the board president respect the high level of confidentiality with which they are entrusted. (With credit to Dr. Hampton, in most matters concerning KCS that gap between the president being advised and the remainder of the BOE is either non-existent or within a few minutes.)

And the good news is that the board presidency pays \$100 more per month. 😊