

RESOLUTION NO. _____

A RESOLUTION APPROVING THE NISWONGER FOUNDATION PROJECT ON-TRACK MOU AND AUTHORIZING THE MAYOR TO SIGN THE MOU AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MOU

WHEREAS, Kingsport City Schools has partnered with Niswonger Foundation in the past years for the Project On-Track Tutoring Program; and

WHEREAS, the administration would like to continue the literacy tutoring for students in grades 1-4 at Roosevelt Elementary, Johnson Elementary, and Kennedy Elementary; and

WHEREAS, funding will be provided by Niswonger Foundation in accordance with established guidelines by the TN All Corps Community Partner Grant; and

WHEREAS, the total budget allocation is \$87,640.00.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That a Memorandum of Understanding with Niswonger Foundation for Project On-Track is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, the MOU with Niswonger Foundation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the MOU or this resolution, said MOU being as follows:

**Project On-Track: High-Dosage/Low-Ratio Tutoring Program
TN ALL Corps Community Partner Grant – TN Department of Education
Memorandum of Understanding for the 2025-2026 School Year**

NISWONGER FOUNDATION Contact Person: Dr. Debra Bentley, Project Director

PARTNER/Contact Person(s): Kingsport City Schools, Dr. Holly Flora and Dr. Brian Cinnamon

This agreement between the NISWONGER FOUNDATION and the City of Kingsport for its Kingsport City Schools (hereinafter "Kingsport City Schools") is in accordance with guidelines established by the TN ALL Corps Community Partner Grant.

The project partner, Niswonger Foundation, agrees to provide the following services in accordance with the attached budget.

Statement of Work for Kingsport City Schools:

1. Scope of Project – Kingsport City Schools will serve as an operational partner of ProjectOn-Track. This partnership is expected to extend from August 1, 2025, through May 31,2026.

2. Personnel – Dr. Holly Flora and Dr. Brian Cinnamon will serve as the overall project coordinators for Project On-Track activities. The last page of this document describes the approved allocation.
3. Working Relationship – Debra Bentley, as Project Director, will serve as the primary point of contact between Niswonger Foundation and program partners. The project director will ensure this point of contact remains abreast of all developments and events.

Work to be performed

- A. Collaborate with Niswonger Foundation to develop strategies and procedures for a successful implementation of high dosage/high impact literacy tutoring for grades 1-4 at identified site(s) during the 2025-2026 school year.
 1. The district will determine site(s) where students will work with trained tutors.
 2. Site coordinator(s) will be selected to oversee project operations, participate in professional training, and supervise trained tutors. Site coordinators will receive a document "Site Coordinator's Essential Functions" and are required to attend informational and training meetings as scheduled by the Project On-Track team.
 3. Tutors will be selected to work with students per Project On-Track guidelines at designated times determined by the school district. Tutors will receive a document "Academic Tutor's Essential Functions."
 4. Project On-Track staff members will provide all training for selected tutors in literacy.
 5. Tutor training sessions will be 2-7 hours in length depending on the grade level. Tutors will be compensated at their agreed upon rate of pay for completing training sessions.
 6. Site coordinators, district personnel, and Project On-Track staff members will provide coaching support for tutors in the areas of time management, classroom management, and communication so that tutoring sessions meet the needs of all students in an efficient manner.
 7. PROJECT ON-TRACK shall comply with T.C.A. § 49-5-413, which requires a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for any person prior to permitting that person having contact with students or entering school grounds when students are present. PROJECT ON-TRACK hereby certifies that PROJECT ON-TRACK will prior to having contact with students or entering on school grounds when children are present successfully completed the required background check or otherwise complied with T.C.A. § 49-5-413(d) and have no disqualifications under T.C.A. § 49-5-413(d).
- B. The district will identify and select students in grades 1-3 who are struggling in the mastery of grade level academic skills and standards in literacy. **Tutors are expected to provide the opportunity for each student to attend a minimum of 30 minutes at least two times a week for 12 weeks each semester.** Sites may serve only 4th grade students who are required to receive high-dosage tutoring based on T.C.A. § 49-6-3115.
 1. The district will use multiple sources of data and information in selecting the students who will be part of the tutoring program which may include but not limited to 2024-2025 state assessment results, beginning-of-year universal screening results (prefer students below the 40th %ile), beginning-of-year assessments, district benchmark results, and teacher recommendations.
 2. Multiple data points may be collected and analyzed for each student during the length of the tutoring program through mCLASS Intervention for grades 1-2 literacy. Students receiving tutoring support in grades 3-4 literacy will be assessed through multiple measures based on the instructional materials used. District benchmark/interim assessment scores will be collected by tutors.

3. Instructional activities will be tailored and adjusted based on student performance on previous items and assessments. Each student's family will receive a mid-term progress report from the tutor identifying areas of strength and areas for focus.
- C. Establish budget and financial oversight procedures regarding compensation for sitecoordinator(s) and tutors for the 2025-2026 school year.
 1. Niswonger Foundation and the district's leadership will agree to payment and compensation processes and procedures. Project On-Track requires tutors to be financially compensated as determined by each finance department.
 2. Tutors will maintain time records to be used for compensation and/or other requirements to show evidence of work per school district's policies. Tutor timesheets are to be submitted with district invoices.

The following stipulations shall apply:

1. The Niswonger Foundation shall approve the purpose, administration, and supervision of all phases of the services to be provided under all parts of this agreement.
2. This agreement may be terminated by either party upon receipt of 30 days' written notice. Any change to this agreement requires an amendment with the same authoritative signatures as the original. Neither party shall have the right to assign or transfer its rights or obligations under this MOU without written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

Payment for Services

The funds awarded under the Project On-Track grant are available on a reimbursement basis and in accordance with payment schedule agreed to by the school district and the Niswonger Foundation. Social Security and Medicare will be reimbursed at 7.65% and retirement will be reimbursed at the actual cost. The reimbursement schedule can be monthly, quarterly, or at end of each semester. Sitecoordinators and tutors will maintain time sheets as required by the district partner. Kingsport City Schools will send Niswonger Foundation **digital invoices** with detailed documentation to the following individual using the contact information provided:

Dr. Debra Bentley
 Cell: 423-791-4317
 Email: dbentley@niswongerfoundation.org

Proposed Budget:

Site Name	Literacy tutors	Hours per tutor per week (including planning)	Rate of pay	Total hours (including planning)	Tutor Allocation	Site Coordinator Stipend	Supply Fee
Roosevelt Elementary	2	20	\$35.00	1040	\$36,400.00	\$3,000.00	\$300.00
Andrew Johnson Elementary	10	3	\$25.00	780	\$19,500.00	\$3,000.00	\$300.00
John F. Kennedy Elementary	8	3	\$35.00	624	\$21,840.00	\$3,000.00	\$300.00
					\$77,740.00	\$9,000.00	\$900.00

{Acknowledgements Deleted for Inclusion in this Resolution.}

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this 16th day of September 2025.

PAUL W. MONTGOMERY, Mayor

ATTEST

ANGIE MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney