



Board of Education Regular Meeting
September 3, 2026 6:30 PM
Emmett Elementary School
753 Emmett Road
Bristol, TN 37620

1. Call to Order
2. Election of Chair/Vice Chair
3. Approval of the Agenda
4. Consent Agenda
 - a. Meeting Minutes from August 13, 2026
 - b. Field Trip Requests
 - c. Copier Lease Agreement - HES
 - d. Copier Lease Agreement - SEHS
5. Public Comment - Agenda Items
6. Director's Comments
7. Unfinished Business
 - a. Sullivan West Property
8. New Business
 - a. Updated Policies - Waiver of Rules/Adopt on 1st Reading
 - a. Policy 2.100 Fiscal Management Goals
 - b. Policy 4.213 Family Life Education
 - c. Policy 4.215 Instructional Use of Digital Devices
 - d. Policy 4.600 Grading System
 - e. Policy 4.603 Promotion and Retention
 - f. Policy 5.110 Compensation Guides & Contracts
 - g. Policy 5.200 Separation Practices for Tenured Teachers
 - h. Policy 5.201 Separation Practices for Non-Tenured Teachers
 - i. Policy 6.200 Attendance
 - j. Policy 6.202 Home Schools
 - k. Policy 6.205 Student Assignments
 - l. Policy 6.303 Questioning Students & Searches
 - m. Policy 6.306 Interference/Disruption of School Activities
 - n. Policy 6.318 Admission of Suspended or Expelled Students
 - o. Policy 6.506 Students from Military Families
 - b. Social Studies Textbook Committee
 - c. 2027-2028 School Year Calendar
 - d. Grant Budgets & Revisions
 - a. Title IX McKinney-Vento Rev 1
 - e. Budget Resolutions

- a. Resolution to Amend the Original Budget for the Voluntary PreK Budget in the GP School Fund
 - b. Resolution to Amend the GP School Fund Budget for the Acceptance and Appropriation of the FY 2027 TN Tutoring Grant Funds
 - c. Resolution to Amend the Original Budget for the GEAR UP Grant from ETSU in the GP School Fund
 - d. Resolution to Recognize Grant Rollover Funds from the State of TN for Pre-Employment Transition Services
 - e. Resolution to Recognize and Accept a Grant from the State of TN for Pre-Employment Transition Services
- 9. Public Comment - Non-Agenda Items
 - 10. Board Chairman/Board Member Comments
 - 11. Adjournment



HOLSTON ELEMENTARY S C H O O L

8/17/2026

Mr. Carter and School Board Members,

Holston Elementary School is submitting bid tabulations for 60-month leases on two copiers. We are requesting to go with Tri-City Business Machines based on the following:

- *Tri-City Business Machines is not only the most cost-effective of the three vendors but they have served as our sole copier provider for 14 years. They have always surpassed our expectations in both maintenance and customer service.*

Thank you for considering our request.

Lesley Fleenor, Ed.D.
Principal
Holston Elementary School



Lease Agreement

This Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean First-Citizens Bank & Trust Company.

Equipment Description

Quantity	Description
1	Konica Minolta Bizhub 651i
1	Konica Minolta Bizhub 5021i

For additional equipment and accessories, attach addendum.

Equipment Supplier Name, Address and Phone:

Equipment Address

2348 Tennessee 75 #1, Blountville, TN 37617
2348 Tennessee 75 # 1, Blountville, TN 37617

End of Lease Purchase Option

If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

☒ Fair Market Value
☐ \$1.00 Purchase Option ☐ Other ____

Term and Lease

Lease Payment **\$199.00** (plus taxes, if applicable)

Term (Months) **60**

Payment Frequency **Monthly**

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by ____ payments @ ____; followed by ____ payments @ ____; followed by ____ @ ____

Payments are due in Arrears

The following additional payments are due on the date you sign this agreement:

One-time Documentation Fee **\$75.00** Payable with First Invoice
Advanced Payment \$____ due at Lease signing
(including taxes, if applicable)

If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: First-Citizens Bank & Trust Company
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature _____ Date Signed _____

Printed Name _____

Print Title _____

Lessee

Sullivan County Schools

Lessee Legal Name

Holston Elementary School

Lessee "Doing Business As" Name

2348 Tennessee 75 #1

Billing Street Address

Blountville, TN 37617

Billing City, State, Zip

Tracy Vaughn 423-354-1550

Billing Contact Name & Phone No.

Billing Contact e-mail address

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS BY SIGNING THIS LEASE:

(i) You acknowledge that you have read and understand the terms and conditions of this Lease including those on page 2 of this Lease; (ii) You agree that this Lease is a net lease that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Lease, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; (iv) you acknowledge that if this Lease is replacing an existing Lease the new Payment may include the balance of that existing lease and result in a greater aggregate cost to you; and (v) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

ELECTRONIC TRANSMISSION AND COUNTERPARTS. A fax or electronically transmitted signed version of this Lease, when received by us, shall be binding on you for all purposes as if originally signed. This Lease is not binding on us until we sign it. We may accept this Lease by signing, either manually or electronically. You agree that the only version of this Lease that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Lease may be signed in counterparts each of which will be considered an original and all counterparts will be considered and constitute one and the same Lease. This Lease may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original; however we may request an original signature document.

LESSEE SIGNATURE

Sullivan County Schools

Lessee Legal Name

X _____ **X** _____
Authorized Signature Date Signed

X _____
Print Signer's Name

Print Signer's Title AND E-MAIL ADDRESS

Federal Tax ID Number

lease agreement ("Lease") collectively "Equipment" on the terms and conditions shown on the front and back of this lease. You agree to pay the Documentation Fee with your first invoice and the Advanced Payment when you sign this Lease. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date any of the Equipment is delivered to you ("Inception Date"). The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance ("Commencement Date"). The first Lease Payment is due thirty (30) days after the date you accept the Equipment. If you accept the Equipment in accordance with this Section 1, the remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) specified by us. **Each day between the Inception Date and the Commencement Date is an "Interim Rent Day". You shall pay us interim rent for each Interim Rent Day at 1/30th of the Lease Payment.** You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) differs from the estimated Total Cash Price. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment, (but in no event greater than maximum rate allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". **YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.** To the extent transferable, we transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a purchase contract.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You may move the Equipment within the continental United States to one of your business locations provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Without our prior written consent, you agree that you will not take the Equipment out of service and will not permit a third party to pay or provide funds to pay the amounts due hereunder. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we direct you in our return authorization in as good condition as when you received it, except for ordinary wear and tear. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, shipping and other expenses; you will insure the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

4. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each Lease Payment or at the end of the lease term. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remit to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.

7. TITLE; RECORDING. Unless you are given a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. However, if you are given a \$1.00 purchase option, you agree that this transaction is a lease intended for security and you grant us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. **YOU AUTHORIZE US TO FILE, FINANCING STATEMENTS COVERING THE EQUIPMENT.**

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, which will not be unreasonably withheld or delayed, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) if any of the Equipment is located at a host facility, a breach under the terms of your host agreement; (f) if a letter of credit ("LOC") has been issued in conjunction with this Lease, a cancellation or non-renewal of such LOC and you do not provide us with an acceptable replacement letter of credit within sixty (60) days; or (g) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in this Section 8.

and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of (1) the rate implicit in the Lease, or (2) 4% per year, plus (ii) past due interest at the rate of 18% per annum, plus (iii) all other amounts due and to become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages, trespass, or any other reason; (e) if the LOC is canceled or not renewed or Bank sends us written notice of its intent to cancel or not renew the LOC, we may immediately draw on the LOC for the total of the amounts identified in (b) above; and (f) we may exercise any other right or remedy available at law or in equity. **In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including those attorney fees and costs incurred post-judgment).** If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time.

10. FINANCE LEASE STATUS. You agree that this Lease will be considered a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that you have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE, WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations, which we will remain responsible for. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us or the supplier.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default has occurred and is continuing under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes and if the purchase occurs after the rendition date for any personal property taxes on the Equipment you agree to pay us the estimated property tax based upon the prior year's actual property tax. Unless the Purchase Option price is \$1, you must give us at least 90 days but no more than 180 days written notice before the end of the initial lease term, or 30 days prior to the end of any renewal term, that you will either purchase or return the Equipment to us. If you do not give us such written notice or, having given such notice, if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for an initial 3 month renewal term and thereafter for successive one month terms unless and until you give us the 30 day notice and either purchase or deliver the Equipment to us. Each month during such renewal term(s) the Lease Payment will remain the same. If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payments shall be the monthly equivalent of your periodic payment amount. We may cancel an automatic renewal term by sending you 10 days prior written notice. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's Fair Market Value as configured, in place, and installed. You agree that Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's Fair Market Value, the Fair Market Value will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to or in any manner arising from the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this Section 13 and Section 4 shall survive the termination of this Lease for Claims arising during the term of this Lease.

14. CREDIT INFORMATION; FINANCIAL STATEMENTS. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

15. SOFTWARE. The Products provided hereunder may include certain Software imbedded, or loaded on the Equipment, that you agree to use consistent with the underlying software license. You acknowledge that such Software enhances the value of the Products. You agree to not remove any software without our written consent. Except as expressly modified by this Section 15, all the terms and conditions of this Lease shall apply to the Software including, without limitation, Section 2.

16. DATA SECURITY. Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/client/patients, that is stored, recorded, or in any way contained within or on the Equipment. Before the Equipment is returned to us or our agents, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. We have absolutely no responsibility to remove such data and disclaim any liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

17. MISCELLANEOUS. (a) **Choice of Law.** This Lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. (b) **Jury Trial.** BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. (c) **Entire Agreement.** The Lease constitutes the entire agreement between you and us and supersedes all prior agreements. (d) **Enforceability.** If any provision of this Lease is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. (e) **Amendment.** This Lease may not be modified or amended except by a writing signed by you and us, either manually or electronically. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Lease provided that such change does not materially alter your obligations under this Lease. (f) **Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission, or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (g) **Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any thereafter excess payment will be applied to the Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. (h) **Prepayment.** Prepayment or early termination is not permitted except at such time and on such terms and conditions as Lessor may agree in writing. (i) **NSF.** We may also charge you \$25.00 for each returned check or if an ACH debit is not honored by your bank. (j) **Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Lease shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Lease. (k) **Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Lease are issued solely for your administrative purposes and no terms or conditions contained in the purchase order will change or modify the terms and conditions of this Lease.

To facilitate proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST		
Agreement Number:	2067691	
Customer Legal Name:	SULLIVAN COUNTY SCHOOLS	
Equipment Location(s): (If different from equipment/product address listed on agreement)	2348 TENNESSEE 75 # 1	
	Street Address	
	BLOUNTVILLE, TN 37617	
	City, State, ZIP	
BILLING CONTACT INFORMATION (Individual who will process payments)		
Name:		Title:
Email Address: (for invoices)		
Telephone Number:		
Please add Purchase Order # or Cost Center # to be included on invoices if applicable:		
Purchase Order #:		
Cost Center #:		
INVOICE DELIVERY METHOD		
All invoices will be sent electronically to the email address listed above. If you prefer invoices to be sent regular mail, please select the box below and enter your billing address.		
☐ I would like to opt-out of electronic invoicing and receive my invoices via standard U.S. mail to the billing address provided below.		
Billing Address:		
	Street Address	
	City, State, ZIP	
Customer Signature Date Print Name & Title		



DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Customer identified below, agree:

- A) That all Equipment described in the Lease Agreement ("Agreement") identified below ("Equipment") has been inspected, tested and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, **First-Citizens Bank & Trust Company**, are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No. 2067691

Customer Name: SULLIVAN COUNTY SCHOOLS

Customer E-Mail Address:

Authorized Signature

X

Title

Date



SULLIVAN EAST HIGH S C H O O L

August 24, 2026

Sullivan County Board of Education
PO Box 306
Blountville, TN 37617

Dear Members of the Board:

Please find attached a proposal from *Ricoh* for a new contract along with their non-appropriations clause. I am asking for approval of this request for a 60 Month lease at a rate of \$183.31 per month, which includes a maintenance agreement with unlimited black & white copies, toner and staples. We will also have colored copies at \$0.0614 per page billed monthly. This copier will also serve as a fax machine. This copier/fax will be located in the office workroom.

- One (1) Ricoh IM C2510 Model at Sullivan East High School

We did receive two additional quotes from Printree and ABS-Advantage Business Systems, however, Ricoh is the lowest and offers unlimited copies. Therefore, we feel that Ricoh's proposal is the most advantageous approach being that we already have their equipment in our building. Your attention to this matter is greatly appreciated.

Sincerely,

Andy Hare
Principal





Dept.: General Fund
REQ'N No.:
Deliver to: East High School
For: Office copier / Fax

[illegible]



Sarah Spangler <sarah.spangler@sullivank12.net>

RE: Copier[EXTERNAL]

1 message

Brett Summar <Brett.Summar@ricoh-usa.com>
To: Sarah Spangler <sarah.spangler@sullivank12.net>

Mon, Aug 24, 2026 at 1:09 PM

Sarah,

Thanks for taking my call earlier.

Per our conversation, your copier configuration needs and monthly volumes I have recommended the following New Ricoh IMC2510 for the front office at Sullivan East High School. Pricing details are below. Please see attached configuration sheet on the new recommended machine.

New Ricoh IMC2510 – 25 pages per minute Color Copier

60 month lease: \$183.31

Flatrate / Unlimited B/W copies. No B/W cost per copy. All color copies are .0615 each.

Includes all toner, parts, labor, service and staples.

Complete Delivery and Installation.

Please let me know if you have any questions or if there is anything else I can do to help.

Thank you again for your time and consideration. I look forward to the potential opportunity for Ricoh to continue our partnership with Sullivan County Schools at Sullivan East High School.

Talk to you soon!

Brett Summar

RICOH USA Inc.

Account Manager

Northeast TN & Southwest VA

Mobile: 423-612-4521

www.ricoh-usa.com

RICOH
imagine. change.



Digitize burdensome paperwork.
Automate tedious manual processes.
Optimize your team's every workforce hour.

Click [HERE](#) to view a short video demonstration.



Let's schedule your personal demonstration today!

From: Sarah Spangler <sarah.spangler@sullivank12.net>
Sent: Monday, August 24, 2026 10:54 AM
To: Brett Summar <Brett.Summar@ricoh-usa.com>
Subject: Copier[EXTERNAL]

Well we are ready to get a new copier for the office. This will be a lease and it can be a smaller copier, with a fax board, & we would like color (pay as you use) and unlimited black copies. It would be nice to be able to duplex but we do not need booklets. Unfortunately, we just found out this morning our current copier/fax is shot.

Is there any way to get a quote today?

--

[Redacted signature]

Sarah Spangler

Bookkeeper

Sullivan East High School

(423) 354-1909

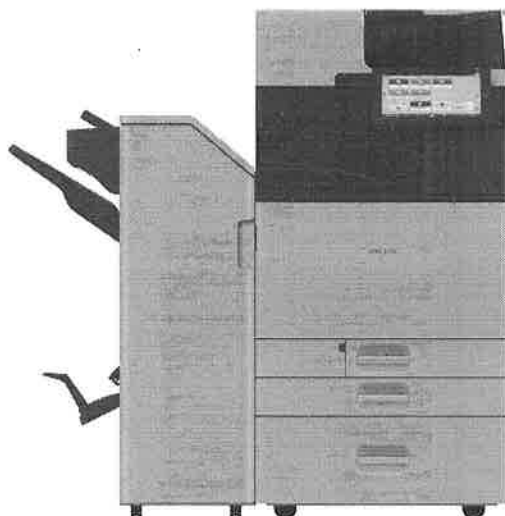
GO PATRIOTS!



Ricoh IMC2510 Color Copier Configuration Sheet.pdf
334K



Your Configured RICOH IM C2510



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
45.70in	27.60in	47.60in
(1,161mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C2510
- Cabinet Type A5
- Booklet Finisher SR3330 (1,000 sheet)
- Bridge Unit BU3100
- Punch Unit PU3080 NA
- PostScript3 Unit Type M52
- Fax Option Type M52
- ESP XG-PCS-15D



Main Unit

Item/Description	Item #	Power Requirements
IM C2510	419348	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Cabinet Type A5	52721	N/A

Output & Finishing Options

External		
Item/Description	Item #	Power Requirements
Booklet Finisher SR3330 (1,000 sheet)	423982	N/A
Bridge Unit BU3100	419381	N/A
Hole Punching Options		
Item/Description	Item #	Power Requirements
Punch Unit PU3080 NA	418381	N/A

Print/Scan Options

Item/Description	Item #	Power Requirements
PostScript3 Unit Type M52	419416	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Option Type M52	419423	N/A

Security & Miscellaneous Accessories

Item/Description	Item #	Power Requirements
ESP XG-PCS-15D	006428MIJ	N/A



Main Unit

Item/Description	Item #	Thumbnail
IM C2510 • Output Speed (Letter): 25 ppm • Recommended Monthly Volume: 1,500 – 5,000 impressions/month • Maximum Monthly Volume: 10,000 impressions/month (Letter paper; 20 lb.) • Power Requirements: 120V-127V, 60Hz • Weight: 211.9 lbs. (96.1 kg) • W x D x H (inches): 23.1 x 27.6 x 37.9 • W x D x H (mm): 586.74 x 701.04 x 962.66 Note: 1. In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3340 or Cabinet Type A5. 2. This model has been Common Criteria certified.	419348	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Cabinet Type A5 Provides a convenient option for the storage of supplies and paper. Can only be configured with the standard configuration. Weight: 29.0 lbs. (13.2 kg) W x D x H (inches): 23.1 x 27 x 9.7 W x D x H (mm): 586.74 x 685.8 x 246.38 Note: Cabinet Type A5 cannot be installed with Paper Feed Unit PB3340.	52721	

Output & Finishing Options

External

Item/Description	Item #	Thumbnail
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Booklet Finisher SR3330 (1,000 sheet)

425962

1,000-sheet Booklet Finisher.

Allows documents to be professionally finished as paginated, saddle-stitched booklets. It provides three destinations for output and offers optional hole punching. Ideal for the production of program guides, instruction sheets, newsletters and meeting agendas.

Supports paper sizes up to 12" × 18".

Up to 15 sheets can be saddle-stitched.

Weight: 95.9 lbs. (43.5 kg)

W × D × H (inches): 22.6 × 24.4 × 37.8

W × D × H (mm): 574.04 × 619.76 × 960.12

Note:

1. Bridge Unit BU3100 or Internal Multi-Fold Unit FD3020 must be installed to add this option.
2. Booklet Finisher SR3330 cannot be installed with Internal Shift Tray SH3090, Internal Finisher SR3310 or any related options.



Bridge Unit BU3100

419381

A required accessory when the main unit is configured with an external finisher. The Bridge Unit transports pages from the standard exit area into a Finisher for inline stapling or hole punching.

Note:

1. Booklet Finisher SR3330 must be selected to add this option.
2. Bridge Unit BU3100 cannot be installed with Internal Finisher SR3310, Internal Multi-Fold Unit FD3020, Internal Shift Tray SH3090 or any related options.



Hole Punching Options

Item/Description	Item #	Thumbnail
Punch Unit PU3080 NA Optional hole punching for Booklet Finisher SR3330. Supports paper sizes up to 11" × 17". Note: Booklet Finisher SR3330 must be selected to add this option.	418381	A black and white photograph showing two sheets of paper with three punch holes each, one slightly overlapping the other.

Print/Scan Options

Item/Description	Item #	Thumbnail
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PostScript3 Unit Type M52

Genuine Adobe® PostScript®3™. Recommended for printing more complex color and PDF files.

The main unit comes with standard PostScript3 Emulation and PDF Direct Print Emulation. This option is available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support. When enabled on the MFP, the standard PostScript3 Emulation and PDF Direct Emulation will be disabled.

419410



Adobe® PostScript® 3
Optional

Fax Options

Item/Description

Item #

Thumbnail

Fax Option Type M52

Installation required to enable fax services: 33.6 kbps, approximately 3 second transmission speed, standard JBIG and standard 320-Page Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email and Paperless Fax function.

419423



Security & Miscellaneous Accessories

Item/Description

Item #

Thumbnail

ESP XG-PCS-15D

Designed to provide a higher level of noise filtering and surge protection for devices that employ more sensitive and complex electronic components. Our Advanced Technical Support (ATS) recommends the use of power protection products to minimize potential electrical interference with products.

006428MIU



Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Plus, we have a variety of services and solutions to meet diverse and challenging business needs. Visit Ricoh-USA.com for more information.

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RICOH
imagine. change.

This Image Management Agreement (this "Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("Ricoh") or, if we assign this Agreement pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

CUSTOMER INFORMATION

Sullivan County Public Schools				Andy Hare			
Customer (Bill To)				Billing Contact Name			
4180 WEAVER PIKE				4180 WEAVER PIKE			
Product Location Address				Billing address (if different from location address)			
BLUFF CITY	SULLIVAN	TN	37618-2031	BLUFF CITY	SULLIVAN	TN	37618-2031
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No. (Do Not Insert Social Security No.)		Billing Contact Telephone Number		Billing Contact Email Address			
626000862		(423)354-1900		andy.hare@sullivank12.net			

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	4180 WEAVER PIKE BLUFF CITY TN37618-2031 US

PAYMENT SCHEDULE

Minimum Term (months)		Minimum Payment (Without Tax)		Minimum Payment Billing Frequency	
60		\$183.31		MONTHLY	
Guaranteed Minimum Images**		Cost of Additional Images°		Meter Reading/Billing Frequency	
Black/White	Color	Black/White	Color	MONTHLY	
0	0	N/A	0.0615		

* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

ADDITIONAL PROVISIONS (list here, if any):

Sales Tax Exempt: Y

(Attach Exemption Certificate)

Customer Billing Reference Number(P.O. #, etc.)

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X	By: _____
_____	_____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

TERMS AND CONDITIONS

- Use of Equipment; Term.** You agree to use the equipment listed above ("Equipment") and pay the sums described above. THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE. You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family, or household purposes and the "Equipment Location" is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature below will indicate our acceptance of this Agreement.
- Location of Equipment.** You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
- Ownership of Equipment; Assignment.** We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement (as defined below) you have entered into with a Servicer (as defined below) will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.
- Software or Intangibles.** To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as defined below).
- Taxes and Origination Fee.** In addition to the payments under this Agreement, you agree to pay and indemnify us for all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sum includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Agreement. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of this Agreement, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Agreement to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Agreement and not as a lump sum at inception of this Agreement, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Agreement, you agree to pay us an origination fee of \$75.00 on the first payment date.
- Uniform Commercial Code ("UCC") Filing.** To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- Warranties.** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU RENT THE EQUIPMENT "AS-IS."
- Maintenance of Our Equipment.** You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
- Indemnity, Liability and Insurance.** To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross

negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value, and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such coverage in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

10. **Renewal and Return of Equipment.** AFTER THE MINIMUM TERM OR ANY EXTENSION, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE EQUIPMENT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (x) you with a legally enforceable option to extend or renew the terms of this Agreement, or (y) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Agreement, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Agreement, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment rented by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
11. **Payments.** Payments will begin on the Equipment delivery and acceptance date ("Effective Date") and the first payment will be due in arrears thirty (30) days after the Effective Date or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay \$25 for each check returned for insufficient funds or any other reason. You agree that you will remit Payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of Payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit Payments to us. The Minimum Payment and the Cost of Additional Images will not increase during the Minimum Term. Upon the expiration of the Minimum Term, the Minimum Payment and the Cost of Additional Images, at Ricoh's option, will be increased annually by an amount equal to 7.5% of the Minimum Payment or Cost of Additional Images then in effect (but not to exceed the maximum amount allowed by applicable law).
12. **Default and Remedies.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Agreement is false or incorrect and/or you do not perform any of your other obligations under this Agreement and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies or stops doing business as a going concern, (f) you stop doing business as a going concern, or (g) without our prior written consent, you or a guarantor or any person or entity that directly or indirectly controls you or a guarantor (1) experience a change in control or ownership (in one or multiple transactions), (2) transfer substantially all of its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER). Additionally, we are entitled to all past due payments, and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the Equipment at the end of the term of this Agreement, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment. If we take possession of the Equipment (or any Software, if applicable), we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. YOU HEREBY REPRESENT, WARRANT, AND COVENANT THAT YOU ARE AND SHALL REMAIN IN COMPLIANCE WITH ALL LAWS, RULES, REGULATIONS, AND ORDERS APPLICABLE TO YOU, INCLUDING U.S. ECONOMIC AND TRADE SANCTIONS AND ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-MONEY LAUNDERING, AND ANTI-TERRORISM LAWS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

14. **No Waiver or Set Off; Entire Agreement; Delivery & Acceptance Certificate.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT REPRESENT THE ENTIRE AGREEMENT BETWEEN YOU AND US AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
15. **Image Charges/Meters.** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Agreement for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Agreement. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
16. **Ricoh Service Commitments; Counterparts.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Commitments" page attached to this Agreement (collectively, the "Commitments") are separate and independent obligations of Ricoh governed solely by the terms set forth on such page. They do not represent obligations of any Assignee of this Agreement and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if applicable, our Assignee will be the party responsible for financing and billing this Agreement, including, but not limited to, the portion of your payments under this Agreement that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you and we expressly agree that Ricoh is an intended third party beneficiary of your payment obligations hereunder. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by electronic transmission, the electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply and/or correct any missing or incorrect "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers, dates, and/or any other identifying information (including Customer's legal name) in this Agreement. You agree that the electronic transmission of this Agreement containing your electronically transmitted signature, which is manually or electronically signed by us shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of the Agreement containing your original manual signature.
17. **Miscellaneous.** It is the intent of the parties that this Agreement shall be deemed and constitutes a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Agreement by any representation or warranty not expressly set forth in this Agreement. This Agreement is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities, including your obligations to pay or reimburse us for any taxes or any other amounts due, will survive the termination of this Agreement. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Agreement and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Agreement and make your own determination of the proper accounting treatment of this Agreement. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of providing the Equipment to you under this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of providing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Agreement or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

Customer Initials

RICOH USA, INC. IMAGE MANAGEMENT COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., a Delaware corporation having its principal place of business at 300 Eagleview Blvd #200, Exton, PA 19341 ("RicoH"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Image Management Plus Agreement to which these Service Commitments are attached, Ricoh's assignee is the party responsible for financing and billing the Image Management Plus Agreement. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Agreement to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

PRICING AND CHARGES/PAYMENT TERMS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., a Delaware corporation having its principal place of business at 300 Eagleview Blvd #200, Exton, PA 19341 ("RicoH"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Image Management Agreement to which these Service Commitments are attached, Ricoh's assignee is the party responsible for financing and billing the Image Management Agreement. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Agreement to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

EQUIPMENT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Equipment covered under the Image Management Agreement (other than non-metered Equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Agreement to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Agreement must be agreed to and signed by the parties for a term not less than the remaining term of the existing Image Management Agreement. The Cost of Additional Images and the Minimum Payment of the new Image Management Agreement will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment and may be subject to increase as provided in the new Image Management Agreement. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Agreement.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Agreement within a 2-day timeframe. To ensure the most-timely response, please call 1-888-275-4566.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh.

Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth herein. The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you for any damages resulting from or related to any failure of any software, including, but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Equipment provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations.

These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by a "RicoH Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Agreement as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

Customer Initials

THIS ADDENDUM (this "Addendum"), dated as of the 24 day of August, 2026, to that certain Image Management Plus Agreement or Image Management Agreement no. _____ - _____ (the "Agreement"), dated as of the 24 day of August, 2026 between Ricoh USA, Inc. ("we" or "us") and Sullivan County Public Schools as Customer ("Customer" or "you"). Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The second sentence of Section 1 of the Agreement is hereby amended by adding "Except as set forth in Section 18 below" at the beginning of the second sentence.
2. The Agreement is further amended by adding the following new Section 18 immediately after Section 17:
"18. **State and Local Government Provisions.**
 - (a) **Essentiality.** During the term of this Agreement, the Equipment will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Equipment is essential to performing such governmental or proprietary functions.
 - (b) **Non-Appropriation/Non-Substitution.** (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under this Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Equipment, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under this Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Equipment, at your sole expense, in accordance with the terms hereof; and (C) this Lease shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in this Agreement for each month or part thereof that you fail to return the Equipment as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
 - (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Agreement for the entire term and to pay all rentals relating to this Agreement and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under this Agreement may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of this Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
 - (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Agreement; (C) this Agreement has been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Agreement. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Agreement.

- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.”

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER	Accepted by RICOH USA, INC
By: X _____ <i>Authorized Signer Signature</i>	By: X _____ <i>Authorized Signer Signature</i>
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

DRAFT

[Home](#) > [Copier Leasing](#) > [Cost Guide](#)

How Much Does It Cost to Lease a Copier? 2026 Pricing

Last updated: August 2026 · Written by the Printree pricing team



Key takeaways

[Get a Free Lease Quote](#)



- ✓ Printree plans include **5,000 black-and-white and 500 color pages** every month. Overage is **\$0.01 per black-and-white page and \$0.07 per color page**.
- ✓ **Everything is in the monthly payment** — equipment, delivery, professional installation, service, parts, labor and automatic toner delivery. There is no separate service invoice.
- ✓ Terms run **36 to 63 months**. Sixty-three months produces the lowest payment and times your upgrade to the next model release.
- ✓ **Printree leases carry 0% escalation**. Most copier leases raise the payment 5–10% every year — on a \$250 payment over 63 months, that costs more than **\$4,000** you never budgeted for.

ON THIS PAGE

- | | |
|------------------------------|---------------------------------|
| 1. Monthly copier lease cost | 2. Cost per page explained |
| 3. What's included vs. extra | 4. Lease terms: 36 to 63 months |
| 5. Escalation clauses | 6. Lease vs. buy |
| 7. Costs by state | 8. Getting an accurate quote |
| 9. Copier lease cost FAQs | |

How much does it cost to lease a copier per month?

A full-size business copier leases for **\$209 to \$349 per month** in 2026. That range covers most office multifunction machines — the 45ppm color units that handle printing, copying, scanning and finishing for a typical 5 to 50-person office. Price is driven by three things: speed, color capability, and the page allowance included in the plan.

Copier tier	Speed	Best for	Monthly lease
Desktop multifunction	25–30 ppm	Under 5 people, mostly black-and-white	\$199



ADVANTAGE BUSINESS SYSTEMS
AUTHORIZED XEROX AGENT



Xerox equipment proposal

PREPARED FOR
sehs

sehs

QUOTE REFERENCE
Q082426-48

Valid through September 7, 2026
Presented by Meir Holtzberg
mholtzberg@ctxerox.com · 203-777-0011 x 712

WHAT IS INSIDE

1. Your solution and pricing
2. Terms and your live quote
3. What happens next
4. Site preparation and support appendix

READY TO MOVE FORWARD? PICK WHICHEVER IS EASIEST

- 1. Call** Meir Holtzberg at 203-777-0011 x 712
- 2. Email** Reply to mholtzberg@ctxerox.com with "go ahead"
- 3. Scan** Point your phone camera at the code to open your live quote

SCAN TO OPEN



1. Your solution and pricing

Priced on 2,500 mono and 250 color pages per month. Tabloid (11x17): No. Requested install: September 1, 2026.

OPTION A · BUDGET OPTION

Xerox VersaLink C7125

25 ppm color and 25 ppm mono

Paper size up to 11.7 x 17

Handles stock up to 256 gsm (95 lb cover)

Two-sided up to 169 gsm (60 lb cover)

INCLUDED SELECTIONS

– 1 Line Fax



TERM	A. TOTAL MACHINE	B. TOTAL SERVICE	A + B OPERATING COST
60 months	\$156.00/mo	\$69.50/mo	\$225.50/mo

A. Total machine = equipment lease less discount. B. Total service = service base + estimated print charges. A + B = total estimated operating cost.

A. MACHINE COST

Machine monthly cost — 60 months

Total machine cost (A)

\$156.00/mo

\$156.00/mo

B. SERVICE COST (ESTIMATED BASED ON YOUR ACTUAL USAGE)

Service base

Print package (required) 2,500 mono + 100 color pages included per month

Color coverage — 150 additional pages at \$0.0890 per page

Total service cost (B)

\$15.00/mo

\$41.15/mo

\$13.35/mo

\$69.50/mo

Consumable supplies are included for all prints: toner, drums, waste containers and staples. Everything except paper and electricity.

A + B = TOTAL ESTIMATED OPERATING COST

60 months — \$156.00/mo machine + \$69.50/mo service

\$225.50/mo

2. Terms and your live quote

- Standard leases are FMV leases unless otherwise noted. LeaseFlex is not an FMV lease.
- Subject to credit approval.
- This quote is valid through September 7, 2026.
- Print and service figures are estimates based on the volumes shown and are billed on actual usage.

SEE THIS QUOTE LIVE AND APPROVE IT ONLINE

Scan the code with your phone camera to open your quote, pre-filled for quote Q082426-48.



Sullivan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Fiscal Management Goals	Descriptor Code: 2.100	Issued Date: 04/10/12
		Rescinds:	Issued:

General

The Board shall practice sound fiscal management procedures which guarantee maximum use of resources provided. The Board assumes responsibility, within its financial capabilities, for providing at public expense items of equipment, supplies and services that may be required in the interest of education in the schools under its jurisdiction.¹

In fiscal management, the Board seeks to achieve the following goals:

- ~~1. To engage in advance planning, with broad-based staff and community involvement;~~
- ~~2. To establish levels of funding which will provide quality education for the system's students;~~
- ~~3. To use the available techniques for budget development and management;~~
- ~~4. To provide timely and appropriate information to all staff with fiscal management responsibilities; and~~
- ~~5. To establish efficient procedures for accounting, reporting, purchasing and delivery, payroll, payment of vendors and contractors, and all other areas of fiscal management.~~

1. **Engage in advance planning with the Director of Schools that incorporates community feedback;**
2. **Establish levels of funding which will provide quality education for the district's students; and**
3. **Require the Director of Schools to develop procedures for accounting, reporting, purchasing and delivery, payroll, payment of vendors and contractors, internal controls, and all other areas of fiscal management. Financial policies and accompanying procedures shall be reviewed annually to ensure ongoing compliance.**²

Legal References

1. **Internal School Funds Manual, Section 3-1**
2. **Tenn. Comptroller of the Treasury, Fiscal Health Principles for Tenn. School Districts and Local Governments (2026)**

Cross References

School District Goals 1.700

Fiscal Health Principles for Tennessee School Districts and Local Governments

PURPOSE

This document presents 10 fiscal health principles for school districts, also known as local education agencies (LEAs) and local governments regarding LEA budgets. The principles reflect the expectations of the Comptroller's Office and align with state law, federal funding requirements, and national best practices in government finance.

The principles can be applied throughout the budget cycle – from initial planning through year-end review. Adherence to all 10 will strengthen fiscal decision-making, improve communication between entities, ensure that limited public resources are used effectively, and promote transparency, long-term planning, and sound financial management.

INTENDED AUDIENCE

This document serves:

- **LEA leadership** (finance officers, directors of schools, school boards) responsible for preparing, approving, and executing school budgets;
- **Local government officials** (county commissioners, city councils, mayors, budget committees) who review, approve, and oversee local budgets; and
- **Community stakeholders** interested in understanding the shared responsibilities that support the financial health of Tennessee's public schools.

PRINCIPLE 1: DEVELOP A MULTI-YEAR BUDGET PLAN

While budgets are created annually, they represent both one-year and multi-year commitments. For example, facility upkeep and pension obligations extend beyond a single year. A forward-looking approach that projects revenues and expenditures at least three to five years ahead allows districts to anticipate challenges and plan for evolving needs.



Multi-year planning communicates to county commissions and city councils that the district is a reliable partner in stewardship of taxpayer funds. Aligning the district's multi-year outlook with the county's or city's broader fiscal plans for debt, pensions, and capital projects fosters transparency between the entities. Integration of the multi-year plans of school districts and local governments can align school funding assumptions with county debt and revenue forecasts and promote collaboration between the two entities.

LEA Leadership:

- Develop and maintain a rolling three- to five-year financial forecast that considers potential shifts in revenue, expenditures, and enrollment trends.
- Communicate early and regularly with the local government about official revenue projections, upcoming concerns about the budget, and anticipated cost drivers.

Local governments:

- Request long-term projections from the district before approving budget increases.
- Align school funding assumptions with the county's debt and revenue forecasts.
- Communicate early and regularly with the school board about local revenue projections and upcoming budgetary concerns that may impact the school district.

PRINCIPLE 2: ADHERE TO FISCAL PLANNING TIMELINES

Timely and accurate budget submissions are essential for compliance with state law and for effective coordination between LEAs and local governments. Local option budgeting laws and private acts that may be in effect in a particular county will affect the budgeting process and must be consulted.¹ LEAs should ensure that the final budget submitted through the Tennessee Department of Education (TDOE) ePlan matches the budget approved by the local funding body and submitted to the Comptroller's Office.



Budget Timeline

- May 1 – LEAs must submit their budgets to their local funding body.
- June 30 – Every county and municipality in Tennessee must submit their final budget to the Comptroller's Division of Local Government Finance (LGF) within 15 days of its adoption. Local budgets include general purpose school fund budgets. LGF reviews each budget to ensure that the budget is balanced, provides for the payment of all debt service, maintains sufficient liquidity, and does not place the local government into financial distress.
- July 1 – If the county legislative body has not adopted a budget for the operation of the public schools by July 1, the school budget for the year just ended continues in effect until a new school budget has been approved.² Note that spending is capped at 1/12 of the prior year's budget each month until a final budget is approved. If operating under a continuation budget after July 1, monthly allotments may not exceed the prior year comparable month; an extension through September 30 requires Comptroller approval for extraordinary circumstances.
- August 31 – Final deadline for budget submission to LGF.
- October 1 – All county and city budgets, including the general purpose school fund budget, must be approved by LGF. Any continuing general purpose school fund budget is not valid beyond October 1 of the current fiscal year for purposes of the LEA's ability to receive state funds. Therefore, if a budget has not been adopted by October 1, the state may discontinue the county's funding.³

LEA Leadership:

- Submit budgets to local funding bodies by May 1 each year.
- If the submitted budget is not approved by the local funding body, make changes and submit a revised budget in a timely manner or as required by law to gain approval.
- Ensure the final budget uploaded into ePlan and submitted to the Comptroller's Office of Local Government Finance matches the budget submitted to and approved by the local funding body.

Local governments:

- Clearly communicate local government and state budget submission deadline requirements.
- Hold school districts accountable to the communicated budget submission deadlines.

¹ County Technical Assistance Service, "County School Budget," <https://www.ctas.tennessee.edu/eli/county-school-budget>.

² *Tennessee Code Annotated (TCA)* 5-9-404.

³ *TCA* 49-3-316(d).



PRINCIPLE 3: FOLLOW BEST PRACTICES FOR FISCAL ACCOUNTING

The Comptroller's Office of Local Government Finance (LGF) provides budget-related resources for local governments and school districts, including the [Tennessee Budget Manual for Local Governments](#). Uniform guidance for local governments on the annual budget process is included in the manual.

Another LGF resource is *Seven Keys to a Fiscally Well-Managed Government*, which describes the seven essential elements present in financially well-managed governments. Follow this link for a printable copy: tncot.cc/7keys.

The Government Finance Officers' Association (GFOA) has identified budgetary best practices, including:

- Establishment of strategic plans
- Multi-year capital planning
- Capital budget presentation
- Working capital targets for enterprise funds
- Public engagement in the budget process

GFOA best practices can be found at www.gfoa.org.

Proper fiscal management depends on consistent adherence to sound accounting practices, internal accountability, and meeting relevant national and state standards. Following Tennessee laws and policies and the best practices of professional associations ensures credibility with the public.

Key practices include:

- Keeping expenditures within current-year revenues
- Understanding the district's legal level of spending authority
- Amending the budget when additional legal spending authority is necessary
- Maintaining adequate fund balance to cover unanticipated shifts in revenue
- Monitoring fiscal health metrics and trends
- Using proper account codes to ensure accurate reporting
- Maintaining full documentation of contracts, invoices, and payroll records

The Comptroller's Office of Local Government Audit (LGA) performs or contracts for the annual audits of all counties, cities, and school districts in the state. Audits ensure public entities are fiscally responsible, transparent with the use of taxpayer dollars, and are compliant with laws and regulations. Audits demonstrate to the public that, in the case of a school district, the school board and district administration are accountable for the stewardship of the district's finances. Throughout the year, district finance teams should provide regular updates to their school boards on the state of the district's finances with monthly budget-to-actual reports. Reviewing budget-to-actual reports frequently throughout the year is the most effective way for the school board to maintain a well-managed budget. Current and accurate accounting data is essential to make useful budget-to-actual reports, and timeliness in reviewing budget information is vital. Following the publication of the annual audit, district leaders should ensure a copy of the published annual audit is provided to all school board members. Some audit findings related to the school district could be based on inefficiencies or errors at the centralized finance office but still may need to be reviewed at the budget hearings. The audit report should include corrective action plans for all audit findings.

LEA Leadership:

- Regularly review the Tennessee Budget Manual for Local Governments to ensure budgetary processes and policies adhere to state law.
- Require periodic budget-to-actual reports from the finance team throughout the year.
- Adopt [GFOA Best Practices](#).
- Review district audit findings in the annual audit and confirm completion of corrective action plans.

Local governments:

- Require periodic budget-to-actual reporting from the LEA finance team for review by the budget committee.
- Budget hearings should include a review of school district audit findings to reinforce accountability and highlight clean audits to build public confidence.

PRINCIPLE 4: ASSESS MAINTENANCE OF EFFORT REQUIREMENTS AND COMMUNICATE POTENTIAL CHANGES WITH YOUR LOCAL FUNDING BODY

Maintenance of effort (MOE) laws require local governments to budget at least the same level of funding for K-12 education each year. This is to prevent supplanting, whereby local funding for education is reduced as state funding for education increases. MOE requirements also apply to local budgets for county law enforcement, libraries, highways, and election commissions for the same reason. The Tennessee Investment in Student Achievement (TISA), the state's K-12 funding formula, stipulates the amount of required local funds that each county or city is responsible for contributing to the LEA's budget each year, based on a fiscal capacity calculation. In many cases, the local required match amount is less than the maintenance of effort amount.

Local governments may reduce funding below the maintenance of effort amount if an LEA is experiencing enrollment decline. In these situations, an LEA may request a second-level MOE test to confirm that the local government is budgeting at least the same funding per student as the previous year.



Dollars budgeted for capital projects and debt service are not included in maintenance of effort calculations. If a local budget does not meet maintenance of effort requirements, then the Comptroller of the Treasury shall not approve the local government's budget, and the Department of Education can withhold state TISA funds from the school district until the funding body passes a budget that is in compliance.⁴

LEA Leadership:

- Model budget scenarios based on enrollment trends to determine if the TISA formula will require an increase to the local required match.
- Develop a contingency budget to respond to maintenance of effort reductions if enrollment declines and the local revenue budget is subsequently reduced.
- Attend the budget committee meetings of the local government. Know what concerns elected officials have and be prepared to answer or pose questions during the budget development process, not at the end.
- Confirm that the budget to be voted on and passed by the county or city aligns with the board-approved budget.

⁴ TCA 49-3-314(c)(1)) and 49-3-108(h).

Local governments:

- Understand your city or county's financial obligation as it relates to local required match (the minimum amount of local funds required by TISA) and maintenance of effort funding (the minimum amount of funds that must be budgeted based on last year's funding amount).
- Request enrollment trend information from the school district to understand potential long-term trends and the implications for state and local funding obligations.
- Maintain consistent communication with the LEA about official revenue projections and possible reductions in maintenance of effort, if applicable.

PRINCIPLE 5: ESTABLISH A FORMAL POLICY ON THE LEVEL OF UNRESTRICTED FUND BALANCE

A strong unrestricted fund balance is an essential element of a government's overall fiscal health. A healthy reserve supports creditworthiness, stabilizes cash flow between tax collections, and positions the government to respond in a fiscally responsible manner to economic downturns, natural disasters, and funding reductions from the federal or state government. Reserve funds can be used for one-time investments, to respond to emergencies, or to bridge temporary cash-flow gaps, but should not be used to prop up the recurring revenues used for recurring expenditures. The use of reserves to cover shortfalls in recurring revenues creates a potentially unsustainable funding situation that runs afoul of Tennessee law requiring counties, cities, and school districts to pass balanced budgets.

School boards should maintain an unrestricted fund balance of no less than two months – or approximately 16.7 percent – of regular general fund operating revenues or expenditures, according to the Government Finance Officers Association (GFOA).⁵ For some school boards, an unrestricted fund balance of more than two months may be prudent based on factors such as the predictability of revenues and perceived exposure to one-time outlays (e.g., disasters, immediate capital needs, potential revenue shortfalls, etc.).

Accordingly, school boards should adopt a formal fund balance policy that targets at least two months of operating revenues or expenditures. In developing and adopting a formal fund balance policy, close consultation and communication between the school board and the director of schools and other administrators of the school district is essential. LEA leaders should ensure that school board members understand the purpose and importance of the adoption and adherence to a fund balance policy, so fund balance is viewed as a tool to be used for specific circumstances and not used in a routine way to balance the budget.



Note: The GFOA's best practice standard of two months (approximately 16.7 percent) of regular general fund operating revenues or expenditures is separate from a statutory requirement concerning unrestricted fund balances. State law requires local governments to establish an unrestricted fund balance for any unexpended education funds remaining at the end of a fiscal year. Any accumulated fund balance in excess of three percent of the budgeted annual operating expenses for the current fiscal year may be budgeted and expended for any education purposes but must be recommended by the board of education prior to appropriation by the county legislative body.⁶

LEA Leadership:

- Adopt a formal fund balance policy that targets at least two months, approximately 16.7 percent, of budgeted operating revenues or expenditures.
- Coordinate with local government leaders to determine a fund balance threshold that meets fiscal health standards and expectations of both school board members and elected local officials.

⁵ Government Finance Officers Association, "Fund Balance Guidelines for the General Fund," <https://www.gfoa.org/materials/fund-balance-guidelines-for-the-general-fund>.

⁶ TCA 49-3-352.

Local governments:

- Monitor school fund balance trends in budget submissions.
- Support policies that prevent the school district from having to consistently dip into their reserves to fund recurring operations, such as:
 - Adopting or reinforcing structurally balanced budget policies,
 - Engaging in joint long-term financial planning with the school district,
 - Maintaining local funding levels that keep pace with inflation, enrollment, and mandated cost increases,
 - Requiring replenishment plans when reserves are used for operational purposes.

PRINCIPLE 6: MONITOR KEY ENROLLMENT INDICATORS

The number of students enrolled in a school district and enrollment projections are critically important indicators to monitor. State and federal funding formulas are driven by student enrollment, so changes in enrollment have a direct impact on the revenues used to operate a school district and meet future capital needs. Since personnel costs make up the bulk of school district expenditures, enrollment projections – and the corresponding revenues projected – can raise significant questions about future staffing needs.

Enrollment trends and other student data trends, such as unique learning needs, also shape numerous other decisions about attendance zones, bus routes, hiring, professional development needs, and more. For example, a district projecting steady growth in early elementary grades can begin recruiting additional kindergarten and first grade teachers in advance, avoiding disruptive mid-year hires. In cases of declining enrollment in a particular zone, a district can adjust by consolidating classes or repurposing facilities.



Sound enrollment projections are the foundation of sound school finance because they directly influence revenues, staffing, and facility planning. State and federal funding formulas are enrollment-driven, and since personnel costs make up the bulk of expenditures, even modest changes in student counts can result in major financial consequences.

Enrollment projections should be updated annually, disaggregating data by grade level, by school, and by cluster zones or feeder patterns – or any other grouping that drives local decision-making. To further inform and refine enrollment projections, districts should review U.S. Census population trends, birth rate data, and local housing development patterns. At the same time, finance officers should be mindful of which data points may be less reliable today, such as data on free- and reduced-price lunch populations as collection requirements for such data have changed over the past several years.

The use of accurate, timely enrollment tracking can help align district financial planning with instructional and operational realities, ensuring long-term stability and success.

LEA Leadership:

- Update enrollment projections on an annual basis at multiple levels (e.g., grade, school, zone).
- Monitor student data and enrollment in the LEA's student information system at least monthly to ensure information is current and accurate, as these data drive TISA funding.
- Use enrollment projections to guide staffing and facilities planning.

Local governments:

- Request updates from the school district about enrollment trends.
- Incorporate enrollment trends into county planning for capital needs, debt issuance, and community growth patterns.

PRINCIPLE 7: PLAN FOR PERSONNEL COSTS

Personnel costs account for 70 to 80 percent of a typical district's budget, so careful planning for these costs is one of the most important responsibilities of a school district finance team. The drivers of personnel costs are many and include the number of employees; compensation levels and projected increases; health insurance premiums and cost sharing; and retirements and pension contributions, among others.



Districts must be mindful of state salary adjustments included in TISA and how those translate to the local level. A percentage raise funded partially through the state formula may require an additional local contribution to bring salaries to the desired level, and once a district commits to increasing its salary scale, that decision represents a permanent financial obligation every year thereafter.

Districts must balance the affordability of past personnel-related spending decisions with important new human capital initiatives. For example, a district struggling to attract new, promising teachers and keep effective existing ones, especially those early in their career, who are the most likely to leave, must weigh the cost of needed new recruitment and retention programs alongside the district's existing obligations and long-term fiscal outlook. Proactive collaboration between district and school-level administrators is, thus, essential for striking the right balance between affordability and effectiveness. The two teams may wish to identify high-need positions and then assess the district's current pay structure and model different pay structures, including differentiated pay, sign-on bonuses, and retention incentives to jointly develop a beneficial human capital strategy for the district that is also fiscally sound.

Districts should keep local funding bodies informed of the school district's current and projected personnel costs. A good understanding on the part of local funding bodies of long-term projected costs, in particular, is key. When they have been kept informed along the way, local funding bodies are less likely to be surprised by a district's future personnel-related funding requests.

The challenge is that every decision ultimately affects teachers' pocketbooks – whether through direct pay increases or by absorbing more of their benefit costs – and districts must weigh what local governments can realistically sustain. This is particularly important in the current environment of teacher recruitment and retention challenges, where districts must attract new talent and keep early-career teachers who are most at risk of leaving within their first few years.

District and school-level administrators should work together proactively to identify high-need positions such as special education teachers, math and science educators, and paraprofessionals. Together, they can model different pay structures, such as differentiated pay, sign-on bonuses, or retention incentives for hard-to-fill roles. While these approaches may complicate traditional step-and-lane salary schedules, scenario modeling allows districts to anticipate long-term costs and avoid surprises. Just as importantly, districts should keep local funding bodies informed about these commitments. When governing bodies understand in advance that today's pay decisions will require sustained local support in the future, they are less likely to be shocked when districts return with higher funding requests to maintain the salary schedule and meet workforce needs.

LEA Leadership:

- Request information from the HR team to project retirements, turnover, and high-need positions.
- Stay up to date on statutory and State Board of Education rule changes that may impact personnel costs.

Local governments:

- Engage in ongoing discussions with school district leaders to better understand and monitor school district personnel costs and anticipate future budget requests from the school district.

PRINCIPLE 8: STRENGTHEN CAPITAL PLANNING

Capital costs, such as facilities, buses, and technology, are among the largest and most visible long-term obligations for districts and counties. Because these investments often require significant debt and long-term repayment, careful capital planning is essential to maintaining fiscal stability. Without a long-term plan, districts may face deferred maintenance or costly increases in borrowing costs. A long-term capital improvement plan (10–20 years) that prioritizes projects, aligns with enrollment trends, and is coordinated with the county’s debt capacity is essential.

To maintain transparency and accountability, school boards should maintain a publicly available capital improvement plan that ranks projects based on urgency, safety, and cost. Sharing facility condition data with the public and local funding bodies allows for an understanding of the district’s long-term needs.

Similarly, local governments should incorporate school capital needs into their own county or city capital improvement plans. Joint planning between the school district and the local government builds trust and avoids conflict when both entities must compete for limited tax dollars.



LEA Leadership:

- Maintain a 10–20 year capital improvement plan with ranked priorities.
- Share facility usage and condition data publicly.

Local governments:

- Incorporate school needs into county capital improvement plans.
- Require joint planning before authorizing new debt.

PRINCIPLE 9: MAINTAIN STRONG INTERNAL CONTROLS

Internal controls are the backbone of fiscal integrity. Strong internal controls include ensuring that financial roles are well defined, segregating financial duties, requiring dual approval for major transactions, and maintaining clear written procedures. Internal controls safeguard public funds, ensure transactions are documented and accurate, and ensure that public funds are spent in compliance with laws and grant requirements. State and federal law require all counties, municipalities, and metropolitan governments to establish and maintain internal controls.⁷ Weak internal controls increase the likelihood of audit findings and raise the risk level for fraud, which causes reputational damage and erodes public trust.



See “Understanding Internal Controls and Implementing a Self-Assessment” published by the Tennessee Department of Education for more information, available [here](#) as well as Internal Controls Risk Assessment Templates for LEAs, available [here](#).

LEA Leadership:

- Ensure strong internal controls are in place throughout the school district and that staff receive regular training on them.
- Require annual internal control reviews of policies and procedures.

Local governments:

- Request confirmation from the school board that district staff are exercising strong internal controls and receiving regular training.

⁷ TCA 9-18-102(a); 2 CFR 200 9-18-102(a); 2 CFR 200.302 (b)(4).

PRINCIPLE 10: MAXIMIZE TRANSPARENCY TO BUILD PUBLIC TRUST

Transparency is one of the most powerful tools a school district can use for building trust and credibility with the local funding body and the public. An LEA can demonstrate its commitment to transparency by providing clear, accessible, and timely information throughout the annual budget process.

The LEA budget should be accessible to the public and understandable. Budget documents, financial reports, and spending details should be posted on the school district's website in a format allowing for easy navigation by the public. Budget materials should be written in plain language, and jargon and technical terms should be avoided. Narratives and visuals should also be used. For example, if proposals for increasing funding for the school district are being discussed, showing the "value of a penny" in property tax revenue can illustrate the scale of local funding needs in relatable terms.



Engagement with the community is also important. The school district should share budget timelines and milestones with stakeholders and hold public meetings during the budget development process to gather feedback from staff, families, and community members.

Transparency and clarity regarding mandated expenditures (i.e., those required by the federal and/or state government) and discretionary expenditures are especially important for illuminating what is within the district's control and what is not. A clear distinction between non-discretionary and discretionary spending in the school district's budget benefits members of the local funding body, especially when deciding whether to raise taxes to increase revenues for schools.

A budget is not just a spreadsheet. It is an opportunity for a school district to communicate what public funds are being spent on, the rationale for spending decisions and proposed investments, and expected outcomes and measures of success. For example, through communications and presentations about the school district's budget, a district can explain the connection between current and proposed expenditures and long-term goals, such as improved literacy rates.

Finally, the responsibility for transparency should be shared by multiple parties in the school district. The Director of Schools, program staff, finance staff, and others should identify opportunities for enhancing the system's transparency. By blending financial details with programmatic context, school districts can give local officials and the public a fuller understanding of how resources are used to meet student needs.

Suggestions to improve fiscal transparency include:

- **Access:** Post budget documents, financial reports, and spending details on the district's website in a format the public can easily navigate.
- **Engagement:** Hold regular public meetings and clearly communicate budget timelines and milestones so stakeholders know when to expect updates and how to participate.
- **Communication:** Use plain language to explain financial information in terms understandable to non-experts, focusing on how decisions affect students, families, and taxpayers and develop interactive tools such as online dashboards or visualizations to break down revenues and expenditures by category, school, or program.
- **Feedback:** Provide opportunities for community members to weigh in on priorities and then demonstrate how that feedback informed budget decisions.
- **Transparency policies:** Adopt formal policies committing the district to transparency, including how feedback will be gathered, reported, and used.

Finally, transparency is a shared responsibility. While fiscal staff provide the data and ensure accuracy, program staff are critical partners in explaining the rationale for investments. For example, a curriculum director can explain why new instructional materials are essential, or a transportation manager can clarify cost drivers for bus routes. By blending financial detail with programmatic context, districts can give county officials and the public a fuller understanding of how resources are used to meet student needs.

LEA Leadership:

- Require budget presentations from school district administrators that connect spending to the strategic plan.
- Publish plain language budget summaries on the district website.
- Hold public meetings during the budget development process to gather input from staff, families, and community members.

Local governments:

- Request clarity from the school district on mandated versus discretionary costs.
- Ask clarifying questions during school district budget presentations.

Click here to choose a school board.

Monitoring: Review: Annually, in November	Descriptor Term: Family Life Education	Descriptor Code: 4.213	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

2 A family life education program shall be implemented within the school district in compliance with state
3 law.¹

4 A parent/guardian who chooses not to have a student participate in the family life education program
5 shall submit such request in writing to the principal. A student who is excused from the program shall
6 be assigned alternative health activities and shall not be penalized academically.

7 **FAMILY LIFE INSTRUCTION**

8 The curriculum for the family life education program shall, in a manner that is age-appropriate and
9 factually and medically accurate, include the following:²

- 10 1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;
- 11
- 12 2. Encourage sexual health by helping students understand how the whole person is affected by
- 13 sexual activity as well as other risk behaviors;
- 14
- 15 3. Provide information about human reproduction, including conception, birth, and prenatal care,
- 16 as well as the process of adoption and its benefits;
- 17
- 18 4. Provide information on the family unit and the responsibilities and consequences related to sexual
- 19 activity, including the challenges of single teen parenting;
- 20
- 21 5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual
- 22 activity;
- 23
- 24 6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual
- 25 abuse, including such abuse that may occur in the home, and internet crimes against children;
- 26
- 27 7. Provide instruction on the prevention of dating violence;
- 28
- 29 8. Encourage communication between parent(s)/guardian(s) and students;
- 30

9. Address the legal aspects of sexual activity with emphasis on the rights of the student; and
10. Include the presentation of a high-quality, computer-generated animation or high-definition ultrasound of a least three (3) minutes in duration that shows the development of the brain, heart, and other vital organs in early fetal development per state academic standards.³

Instruction in topics related to sexual activity are not age-appropriate for students in grades kindergarten through five (K-5) and shall not be taught as part of the family life curriculum. This does not prohibit instruction on detection, intervention, prevention, and treatment of child sexual abuse.⁴

The family life education program shall be reviewed annually to ensure that the prohibited items of instruction, as provided for in state law,⁵ are not included in the curriculum.

TRAINING ON INSTRUCTION

Personnel providing family life instruction shall receive training prior to presenting such instruction. Personnel shall conduct such instruction with maturity and discretion.

CHILD TRAFFICKING PREVENTION EDUCATION

Instruction on child trafficking prevention and awareness shall be provided for all students in grades K-12 in a manner that is age-appropriate, grade-appropriate, and advances each year through developmentally appropriate instruction and skill building.⁶

The Director of Schools/designee shall develop a plan to implement child trafficking prevention education into the district's health education instruction and present it to the Board for approval.

REPORTING²

At the beginning of each school year, the Director of Schools shall provide the contact information to the Department of Children's Services of each employee or trained professional providing instruction on family life curriculum related to child sex abuse, child trafficking, and internet crimes. The Director shall also report on the curriculum selected by the Board of Education.

Legal References

1. [TCA 49-6-1302](#)
2. [TCA 49-6-1304\(a\)](#); [TCA 49-6-1601\(g\)\(2\)](#)
3. [TCA 49-6-1304\(c\)](#)
4. [TCA 49-6-1304\(d\)](#)
5. [TCA 49-6-1304\(b\)](#)
6. [Public Acts of 2026, Chapter No. 744](#)



State of Tennessee
PUBLIC CHAPTER NO. 744

HOUSE BILL NO. 1527

By Representatives McCalmon, Reneau, Cepicky

Substituted for: Senate Bill No. 1710

By Senators Johnson, Bailey, Bowling, Crowe, Rose, Seal, White

AN ACT to amend Tennessee Code Annotated, Title 49, relative to human trafficking.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-1304, is amended by deleting subdivision (a)(13)(B), and by deleting "and human trafficking in which the victim is a child" in subsection (d).

SECTION 2. Tennessee Code Annotated, Title 49, Chapter 6, Part 10, is amended by adding the following as a new section:

(a) As used in this section, "child trafficking" means a human trafficking offense, as defined in § 39-13-314, in which the victim is less than eighteen (18) years of age.

(b) The course of instruction in all public schools must include child trafficking prevention and awareness education as a component of health education for students in all grades kindergarten through grade twelve (K-12).

(c) Using the health education standards adopted by the state board of education, an LEA and public charter school shall ensure that the instruction provided pursuant to subsection (b) is age- and grade-appropriate and advances each year through developmentally appropriate instruction and skill building.

(d) An LEA and public charter school may utilize the services of a qualified healthcare professional or social worker to assist in teaching child trafficking prevention and awareness; provided, that the qualified healthcare professional or social worker meets the requirements for assisting in teaching family life under § 49-6-1303.

(e) By August 1, 2026, each local board of education and public charter school governing body shall adopt a plan to implement the requirements of this section and, upon the request of the commissioner of education, provide the plan to the department of education.

SECTION 3. This act takes effect July 1, 2026, the public welfare requiring it, and applies to the 2026-2027 school year and subsequent school years.

HOUSE BILL NO. 1527

PASSED: March 16, 2026


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES


RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 13th day of April 2026


BILL LEE, GOVERNOR

Click here to choose a school board.

Monitoring: Review: Annually, in November	Descriptor Term: Instructional Use of Digital Devices	Descriptor Code: 4.215	Issued Date:
		Rescinds:	Issued:

*General*¹

In-person, teacher led instruction shall be the primary mode of instruction for students in grades kindergarten through five (K-5).

Digital devices shall be utilized in these grades only when there is a clear educational benefit, including use for remediation purposes. Further, electronic assessments and instructional tools shall be developmentally appropriate and aligned with state academic standards.

The Director of Schools shall provide guidance to staff on appropriate use of technology for these grades. The Director's designee shall create a process for ensuring that digital instruction complies with this framework and state law.

SOCIAL MEDIA USE

Students in grades kindergarten through five (K-5) are prohibited from accessing social media platforms using district provided internet during the school day.

COMMUNICATION WITH PARENTS/GUARDIANS

At the beginning of each school year, the Director shall ensure that principals provide parent(s)/guardian(s) with information on digital device use in the classroom. This shall include the types of devices used and the instructional purposes for such use.

Legal References

1. [Public Acts of 2026, Chapter No. 808](#)

Cross References

Use of the Internet 4.406



State of Tennessee

PUBLIC CHAPTER NO. 808

SENATE BILL NO. 2310

By Hensley, Crowe, Lowe, Powers, Stevens

Substituted for: House Bill No. 2393

By Reneau; Mr. Speaker Sexton; Cepicky, Maberry, Renea Jones, Barrett, McCalmon, Reedy, Eldridge, Terry, Hardaway, Cochran, Todd, Grills

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

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 3, is amended by adding the following new section:

(a) As used in this section:

(1) "Digital device" means electronic hardware used for instructional purposes that can access, process, store, or transmit data;

(2) "Parent" means a parent or legal guardian of a student in any of the grades kindergarten through five (K-5); 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 profile to connect with other users for communication or content sharing.

(b) Each LEA and public charter school serving students in any of the grades kindergarten through five (K-5) shall adopt a policy governing the age-appropriate and instructional use of digital devices by students to minimize unnecessary screen time while preserving instructional effectiveness.

(c) A policy adopted pursuant to subsection (b) must:

(1) Prioritize in-person, teacher-led instruction and the use of non-electronic instructional materials as the primary mode of instruction for students in any of the grades kindergarten through five (K-5);

(2) Limit the use of digital devices issued by the LEA or public charter school for students who are in any of the grades kindergarten through five (K-5) to instructional purposes for which such use provides a clear educational benefit;

(3) Prohibit students in any of the grades kindergarten through five (K-5) from accessing social media platforms through internet services provided by the LEA or public charter school during the instructional day;

(4) Ensure that electronic assessments and instructional tools used by students in any of the grades kindergarten through five (K-5) are developmentally appropriate and aligned with state academic standards; and

(5) Provide parents with transparency regarding the types of digital devices used by students and the instructional purposes for any such use.

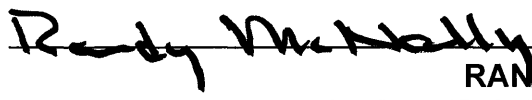
(d) This section does not prohibit the use of digital devices for:

- (1) Targeted instructional support, intervention, or remediation;
- (2) Accommodations or services required under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. § 794), or the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.);
- (3) Administration of a universal screener adopted by the state board of education, a Tennessee universal screener, dyslexia screenings, state-adopted benchmark assessments, or other assessments required by state or federal law;
- (4) Teacher preparation, lesson planning, or professional use;
- (5) Public virtual schools;
- (6) Homebound instruction established in § 49-10-1101;
- (7) Remote instructional days provided pursuant to § 49-6-3004(i); or
- (8) Hybrid learning days provided pursuant to § 49-6-3004(j).

SECTION 2. This act takes effect July 1, 2026, the public welfare requiring it.

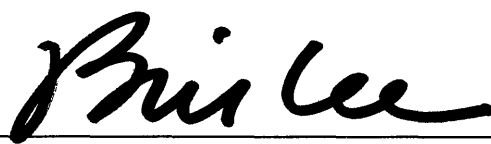
SENATE BILL NO. 2310

PASSED: April 2, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 21st day of April 2026


BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Grading System	Descriptor Code: 4.600	Issued Date: 09/12/24
		Rescinds: 4.600	Issued: 07/09/24

The Director of Schools shall develop an administrative procedure to establish a system of grading and assessment for evaluating and recording student progress and to measure student performance in conjunction with board-adopted content standards for grades K-8. The grading/assessment system shall follow all applicable statutes and rules and regulations of the State Board of Education. The grading/assessment system shall be uniform, district-wide, at comparable grade levels, except that the Director of Schools shall have the authority to establish and operate ungraded and/or unstructured classes in grades K-3 according to state rules and regulations.¹

The Director of Schools shall submit a copy of the grading and assessment systems to the Board before the system is implemented. These guidelines shall be communicated annually to students and parent(s)/guardian(s).

Conduct grades are based on behavior and shall not be reflected in scholastic grades.

GRADING SYSTEM: GRADES NINE – TWELVE (9-12)²

Schools teaching grades nine (9) through twelve (12) shall use the uniform grading system established by the State Board of Education. **This shall also apply to students enrolled in eighth grade for the grades achieved on high school courses.** Using the uniform grading system, students' grades shall be reported for the purposes of application for post-secondary financial assistance administered by the Tennessee Student Assistance Corporation.

Subject-area grades shall be expressed by the following letters with their corresponding percentage range:

- A (90-100)
- B (80-89)
- C (70-79)
- D (60-69)
- F (0-59)

Grading floors with a minimum above zero are not permitted.³ This grading system shall be uniform throughout the school district for each grade.

Advanced coursework grades shall be weighted with additional percentage points to calculate the semester average. Depending on the course taken, the following percentage points shall be assigned:

- Honors Courses – three (3) percentage points;
- Local and Statewide Dual Credit, Capstone Industry Certification Aligned – four (4) percentage points; and
- Advanced Placement, Cambridge International, College Level Exam Program (CLEP), and International Baccalaureate Courses, and Dual Enrollment Courses – five (5) percentage points.

LOTTERY SCHOLARSHIPS⁴

Each school counselor shall provide incoming freshman with information on college core courses required for lottery scholarships as well as necessary criteria (grade point average, ACT and SAT score, etc.) that must be met in order to receive a scholarship.

Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal Student Aid (FAFSA). The FAFSA is available at the guidance office or online. Students shall be made aware of all applicable FAFSA deadlines and encouraged to submit applications in a timely manner.

Elementary school counselors shall explain the HOPE Scholarship and its requirements to their students and impress upon them the benefits of making good grades.

LOTTERY SCHOLARSHIP DAY

Each school year, prior to scheduling courses for the following school year, schools teaching students in grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁵

Legal References

1. [TCA 49-2-203\(b\)\(16\); TCA 49-2-301\(b\)\(1\)\(H\)](#)
2. [TRR/MS 0520-01-03-.02; State Board of Education Policy 3.301; TCA 49-6-407](#)
3. [Public Acts of 2024, Chapter No. 1005](#)
4. [TCA 49-4-904, 905, 907](#)
5. [TCA 49-4-932\(f\)](#)

Cross References

Alternative Credit Options 4.209
Credit Recovery 4.210
Reporting Student Progress 4.601
Honor Roll, Awards, & Class Ranking 4.602
Promotion and Retention 4.603
Transcript Alterations 4.608



State of Tennessee

PUBLIC CHAPTER NO. 901

SENATE BILL NO. 2375

By Hensley, Akbari, Yarbro

Substituted for: House Bill No. 2276

By Cepicky

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

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

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

The state board of education, in consultation with the department of education, shall promulgate rules, in accordance with the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, to establish a pathway for an educator who currently holds a license or endorsement to teach eighth grade mathematics to also teach Algebra I or an equivalent mathematics course, as determined by the state board of education, to students in eighth grade at no additional cost to the educator.

SECTION 2. Tennessee Code Annotated, Section 49-1-312, is amended by adding the following as a new subsection:

(d) The standards recommendation committee shall include in their final recommendation for the academic standards for mathematics to the state board of education advanced mathematics academic standards for students in an advanced mathematics course in grades five through seven (5-7).

SECTION 3. Tennessee Code Annotated, Title 49, Chapter 6, Part 3, is amended by adding the following as a new section:

(a) Beginning with the 2027-2028 school year, each LEA and public charter school shall enroll a student who achieves a performance level rating of "exceeds expectations" on the mathematics portion of the student's seventh grade Tennessee comprehensive assessment program (TCAP) test in Algebra I or an equivalent mathematics course, as determined by the state board of education, instead of enrolling the student in the eighth grade mathematics course, unless the student's parent or legal guardian submits a written request to the LEA or public charter school to remove the student from the course in accordance with subsection (b).

(b) An LEA or public charter school shall notify, before the beginning of the school year, the parent or legal guardian of each student who achieved a performance level rating of "exceeds expectations" on the mathematics portion of the student's seventh grade TCAP test that the student will be enrolled in Algebra I or an equivalent mathematics course in the eighth grade pursuant to subsection (a). The notice must inform the student's parent or legal guardian that the parent or legal guardian may remove the student from the Algebra I or equivalent mathematics course by submitting a written request to the LEA or public charter school no later than thirty (30) days after the first day of the school year.

(c) A student who is enrolled in Algebra I or an equivalent mathematics course pursuant to this section must be administered the end-of-course examination for the course.

(d) If the successful completion of an Algebra I course or the equivalent mathematics course is required by the state board of education pursuant to § 49-6-6001(a) for students to

receive a full high school diploma, then a student's successful completion of the Algebra I course or the equivalent mathematics course in the eighth grade also satisfies the Algebra I or the equivalent mathematics course requirement for high school.

SECTION 4. Tennessee Code Annotated, Section 49-1-302(a)(14), is amended by adding the following immediately following the first sentence of the subdivision:

The uniform grading system must include the high school course grades achieved by students in eighth grade.

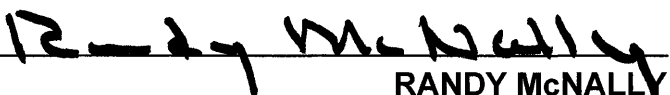
SECTION 5. Tennessee Code Annotated, Section 49-6-407(a), is amended by adding "and for students enrolled in eighth grade for the grades achieved on high school courses" after "grades nine through twelve (9-12)" wherever it appears.

SECTION 6. Tennessee Code Annotated, Section 49-6-407(b), is amended by adding "for kindergarten through eight (K-8) coursework" after "in kindergarten through grade eight (K-8)" wherever it appears.

SECTION 7. Sections 4-6 of this act take effect July 1, 2026, the public welfare requiring it. All other sections of this act take effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 2375

PASSED: April 16, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 5th day of May 2026


BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring:

**Review: Annually, in
December**

Descriptor Term:

Promotion and Retention

Descriptor Code:

4.603

Issued Date:

07/09/24

Rescinds:

4.603

Issued:

02/01/24

1 *General*

2 All promotion and retention decisions shall be made on a case-by-case basis and comply with state and
3 federal law. All decisions shall be made in consultation with a student's IEP and/or 504 team, if
4 applicable.¹

5 Students who have difficulty in achieving the requirements for promotion may be considered for
6 retention. Schools shall identify these students by February 1st. Factors used to identify students for
7 retention shall include:²

- 8 1. Ability to perform at the current grade level;
- 9
- 10 2. Results of local assessments, screening, or monitoring tools;
- 11
- 12 3. State assessments, as applicable;
- 13
- 14 4. Home Literacy Reports;³
- 15
- 16 5. Overall academic achievement of the student;
- 17
- 18 6. Likelihood of success with more difficult material if promoted to the next grade;
- 19
- 20 7. Attendance record; and
- 21
- 22 8. The student's maturity.

23 Students may be identified for retention after the February 1st deadline if the delay in identifying a
24 student is due to:⁴

- 25 1. Date of enrollment;
- 26
- 27 2. Additional information acquired after results of local assessment, screening, or monitoring are
28 released.

29 **VOLUNTARY RETENTION⁵**

30 A parent/guardian of a student enrolled in kindergarten through second grade may choose to retain
31 his/her student in the current grade level if:

1. The student has a documented academic or behavioral delay; and
2. The parent/guardian believes that retention may benefit the student.⁵

This information shall be submitted in writing within thirty (30) days of the end of the school year. The district shall send written notice to the parent/guardian confirming whether the student is eligible for retention under state law.

PROMOTION PLANS⁵⁶

When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school counselor, or other appropriate school personnel.

Promotion plans shall incorporate evidence-based strategies, including expectations and measurements that will verify whether a student has made sufficient progress to be promoted to the next grade level, and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade will include additional requirements for promoting students in these grades. A copy of the plan will be provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the promotion plan.

A student who demonstrates sufficient academic progress according to his/her promotion plan shall be promoted to the next grade level unless retention is required per additional requirement for students in third and fourth grade.⁶⁷

If a student has not demonstrated sufficient academic progress according to his/her promotion plan by the end of the school year, the student shall be eligible to enroll in a summer reading or learning program, if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10) calendar days prior to the start of the next school year if the student was enrolled in a summer program. However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school year.⁷⁸

RETENTION⁶⁷

A student may be retained when such retention is in the best interest of the student or when retention is required per additional requirements for students in third and fourth grade.

Decision of Retention – General⁸²

If a student is retained, the Director of Schools/designee shall develop an individualized academic remediation plan within thirty (30) calendar days after the beginning of the next school year. A copy of

the plan shall be provided to the student's parent(s)/guardian(s) within ten (10) calendar days of its development. This plan shall include at least one of the following strategies:

1. Adjustment to the current instructional strategies or materials;
2. Additional instructional time;
3. Individual tutoring;
4. Modification to the student's classroom assignment to ensure the student receives instruction from a teacher with a level of overall effectiveness of above expectations (level 4) or significantly above expectations (level 5); or
5. Attendance or truancy interventions.

A student shall not be retained more than once in any grade. The progress of students who are retained shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the school year in which the student is retained. The Director of Schools shall develop procedures to ensure appropriate recordkeeping of students who are retained.

Decision of Retention – Third Grade⁹¹⁰

Third grade students shall not be promoted to the next grade unless they are determined to be proficient (i.e., receive a performance level rating of “on track” or “mastered”) in English language arts (ELA) based on the student's most recent TCAP test.

Students who are not proficient in ELA may still be promoted if the following conditions are met:

1. A student in third grade receiving a performance level rating of “approaching” on the ELA portion of the student's most recent TCAP test may be promoted if:
 - a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
 - b. The student was previously retained in grades K-3;
 - c. The student is retested before the next school year and scores proficient in ELA;
 - d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-test at the end of the camp;
 - e. The student receives tutoring for the entirety of the next school year in accordance with state law; or
 - f. Beginning with the 2023-2024 school year, the student demonstrates proficiency in ELA standards by scoring within the fiftieth percentile on the most recently administered state-provided benchmark assessment and the district provides tutoring services to the student during the entire fourth grade school year and notifies the student's parent/guardian, in writing, of the benefits of enrolling the student in summer programming; **or**

g. **The student was administered a state-mandated assessment pursuant to TCA 49-1-616(d) as a third-grade student and the student demonstrates proficiency in ELS based on the student scoring within the fiftieth percentile on the most recently administered universal reading screener approved by the State Board of Education or the Tennessee universal reading screener.**¹¹

2. A student in third grade receiving a performance level rating of “below” on the ELA portion of the student’s most recent TCAP test may be promoted if:
 - a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
 - b. The student was previously retained in grades K-3;
 - c. The student is retested before the next school year and scores proficient in ELA; or
 - d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next school year in accordance with state law.

*Decision of Retention – Fourth Grade*⁹¹⁰

Students in the following categories may be promoted to fifth grade if they demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test:

1. A student who was promoted to fourth grade due to receiving tutoring for the entirety of the fourth-grade school year; and
2. A student who was promoted to fourth grade due to attending a learning loss bridge camp while maintaining a ninety percent (90%) attendance rate and receiving tutoring for the entirety of the fourth grade school year.

If a student that was promoted to fourth grade under one of the provisions above does not demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test, then the following shall occur:

1. The student’s principal shall convene a conference consisting of the following parties; the student’s parent(s)/legal guardian, the student’s ELA teacher, and the student’s principal.
2. The conference shall review the student’s fourth grade ELA performance to determine if the student should be promoted to fifth grade.
3. At the conclusion of the conference, a majority of the parties shall agree to one of the following:
 - a. The student will be promoted to fifth grade and be assigned a tutor for the entirety of the student’s fifth grade year; or
 - b. The student will be retained in fourth grade. A student shall not be retained more than once in fourth grade.

Decision of Retention – Students with Disabilities⁺⁰¹²

Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of TCAP was due to the student's disability. The school district shall not retain a student with a disability or a suspected disability that impacts their ability to read.

APPEALS^{8,+213}

When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision to retain the student and provided with information on the right to appeal the decision. Appeals shall be made to a committee appointed by the principal within three (3) days. The student and his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given the opportunity to address the committee. The committee shall conduct a hearing within ten (10) days to determine if the student will be promoted and issue such decision within three (3) days. Upon notification of the committee decision, the principal shall send written notification to the Director of Schools/designee and the parent(s)/guardian(s). The notification shall advise parent(s)/guardian(s) of their right to appeal such action within three (3) days to the Director of Schools/designee.

The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A decision shall be issued within three (3) days.

Within five (5) business days of the Director of Schools/designee rendering a decision, the student's parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record. Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee. The action of the Board shall be final.

For students where retention is required per the additional requirements for students in third and fourth grade, parent(s)/guardian(s) may appeal this decision in accordance with state law.⁺³⁷

Legal References

1. [20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 \(Section 504\); TRR/MS 0520-01-03-.16; TCA 49-6-3115](#)
2. [TRR/MS 0520-01-03-.16\(5\)](#)
3. [TCA 49-1-905\(e\)](#)
4. [TRR/MS 0520-01-03-.16\(4\)](#)
5. [TCA 49-6-314; TRR/MS 0520-01-03-.16\(6\)](#)
6. [TRR/MS 0520-01-03-.16\(6\)](#)
7. [TRR/MS 0520-01-03-.16\(7\)\(f\)](#)
8. [TRR/MS 0520-01-03-.16\(7\)\(e\)](#)
9. [TRR/MS 0520-01-03-.16\(7\)\(g\)](#)
10. [TRR/MS 0520-01-03-.16\(8\)](#)
11. [Public Acts of 2026, Chapter No. 1030](#)
12. [29 U.S.C. § 794 \(Section 504\); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16\(7\)\(e\); TCA 49-6-3115\(a\)\(3\)](#)
13. [TRR/MS 0520-01-03-.16\(3\); TRR/MS 0520-01-02-.17\(7\); TCA 49-6-3102\(e\)\(1\)](#)

Cross References

Credit Recovery 4.210
 Grading System 4.600
 Reporting Student Progress 4.601
 Attendance 6.200
 Student Assignments 6.205
 Homeless Students 6.503
 Student Records 6.600



State of Tennessee

PUBLIC CHAPTER NO. 1030

HOUSE BILL NO. 2422

By Representatives Greg Martin, Hakeem, Reneau, Vital, Helton-Haynes, Cochran,
Leatherwood

Substituted for: Senate Bill No. 2317

By Senators Watson, Pody, Lowe, Rose, Stevens, White

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

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

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

49-1-616.

(a) The department of education shall implement a pilot program to evaluate whether administering fewer district- and state-mandated assessments results in students achieving greater academic success.

(b) By no later than July 1, 2026, the department shall select up to ten (10) LEAs to participate in the pilot program. To be eligible to participate in the pilot program, an LEA must, for the 2024-2025 school year, have:

(1) Received an "advancing" or "exemplary" district designation from the department of education;

(2) Demonstrated a proficiency rate for students in grades three through five (3-5) in the subjects of English language arts and mathematics that is greater than forty percent (40%); and

(3) Achieved a chronic absenteeism rate for the district that is below twenty percent (20%).

(c) If an LEA participates in the pilot program, then, notwithstanding another law to the contrary:

(1) Assessments for the 2027-2028 school year must be limited as described in subsections (d) and (e) for each student in any of the grades kindergarten through eight (K-8) who achieves above the fortieth percentile on the universal reading screener and on the universal screener in mathematics that are administered to the student at the beginning of 2027-2028 school year; and

(2) Assessments for the 2028-2029 school year must be limited as described in subsections (d) and (e) for each student in any of the grades kindergarten through eight (K-8) who achieves above the fortieth percentile on the universal reading screener and on the universal screener in mathematics that are administered to the student at the beginning of 2028-2029 school year.

(d) Notwithstanding another law to the contrary, the department of education shall limit the state mandated assessments in the subjects of English language arts and mathematics for:

(1) A student described in subdivision (c)(1) by requiring no more than the following assessments to be administered in the 2027-2028 school year to any such student, as applicable:

(A) One (1) universal reading screener approved by the state board of education or one (1) Tennessee universal reading screener;

(B) One (1) universal screener in mathematics;

(C) One (1) Tennessee comprehensive assessment program (TCAP) test in the subject of English language arts; and

(D) One (1) TCAP test in the subject of mathematics; and

(2) A student described in subdivision (c)(2) by requiring no more than the following assessments to be administered in the 2028-2029 school year to any such student, as applicable:

(A) One (1) universal reading screener approved by the state board of education or one (1) Tennessee universal reading screener;

(B) One (1) universal screener in mathematics;

(C) One (1) Tennessee comprehensive assessment program (TCAP) test in the subject of English language arts; and

(D) One (1) TCAP test in the subject of mathematics.

(e) An LEA participating in the pilot program shall limit the assessments mandated by the district in the subjects of English language arts and mathematics for:

(1) A student described in subdivision (c)(1) by requiring the following assessments to be administered in the 2027-2028 school year to any such student, as applicable:

(A)

(i) Two (2) benchmark assessments in the subject of English language arts;

(ii) Two (2) universal reading screeners approved by the state board of education, in addition to the screener required in subdivision (d)(1)(A); or

(iii) Two (2) Tennessee universal reading screeners, in addition to the screener required in subdivision (d)(1)(A); and

(B)

(i) Two (2) benchmark assessments in the subject of mathematics; or

(ii) Two (2) universal screeners in mathematics, in addition to the screener required in subdivision (d)(1)(B); and

(2) A student described in subdivision (c)(2) by requiring the following assessments to be administered in the 2028-2029 school year to any such student, as applicable:

(A)

(i) Two (2) benchmark assessments in the subject of English language arts;

(ii) Two (2) universal reading screeners approved by the state board of education, in addition to the screener required in subdivision (d)(2)(A); or

(iii) Two (2) Tennessee universal reading screeners, in addition to the screener required in subdivision (d)(2)(A); and

(B)

(i) Two (2) benchmark assessments in the subject of mathematics; or

(ii) Two (2) universal screeners in mathematics, in addition to the screener required in subdivision (d)(2)(B).

(f) Each LEA participating in the pilot program shall provide a report to a parent or legal guardian of a student in any of the grades kindergarten through three (K-3) who is being administered a limited number of state- and locally mandated assessments through the pilot program, describing the student's progress after the student is administered a universal reading screener approved by the state board of education or the Tennessee universal reading screener.

(g) Each LEA selected to participate in the pilot program must submit the results of the assessments administered to students pursuant to subsection (e) to the department of education by no later than June 15, 2029.

(h)

(1) Notwithstanding subsection (b), in order to participate or continue participating in the pilot program, an LEA that meets the required eligibility criteria in subsection (b) must also, for at least two (2) consecutive years beginning with the 2025-2026 school year, have:

(A) Received an "advancing" or "exemplary" district designation from the department of education;

(B) Demonstrated a forty percent (40%) or greater proficiency rate for students in grades three through five (3-5) in the subjects of English language arts and mathematics; and

(C) Achieved a chronic absenteeism rate for the district that is below twenty percent (20%).

(2) The department shall notify an LEA that does not meet the additional eligibility criteria described in subdivision (h)(1) that the LEA is not eligible to participate in the pilot program.

(i) The department of education shall review the results of the assessments administered to students pursuant to this section and the results of the assessments administered to the same students in the immediately preceding school year to evaluate whether administering fewer district- and state-mandated assessments results in students achieving greater academic success. The department shall submit a report detailing the findings of the review and evaluation required in this subsection (i) to the general assembly.

SECTION 2. Tennessee Code Annotated, Section 49-6-3115(a)(2)(A), is amended by adding the following as a new subdivision:

(vii) The student was administered a limited number of state-mandated assessments pursuant to § 49-1-616(d) as a third-grade student and the student demonstrates proficiency in ELA based on the student scoring within the fiftieth percentile on the most recently administered universal reading screener approved by the state board of education or the Tennessee universal reading screener; and

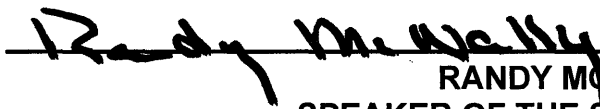
SECTION 3. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 2422

PASSED: April 23, 2026

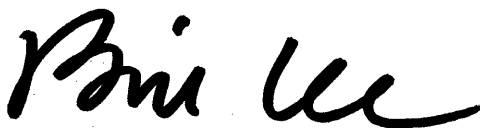


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 21st day of May 2026



BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Compensation Guides & Contracts	Descriptor Code: 5.110	Issued Date: 07/03/25
		Rescinds: 5.110	Issued: 04/10/12

1 General

2 ~~All professional~~ Certified personnel shall make a written contract at a fixed salary per month before
3 entering upon their duties.¹

4 The **D**irector of **S**chools shall establish the salary rating of each person employed and shall recommend
5 such salary rating to the Board for its approval.²

6 Contracts for certified personnel shall provide the following:³

- 7 1. A minimum of one hundred and eighty (180) working days;
- 8 2. A minimum of five (5) days for in-service education;
- 9 3. Ten (10) vacation days; and
- 10 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher
11 conferences.⁴)

12 The school calendar adopted by the Board each year shall become part of all certified personnel
13 contracts.

14 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided
15 the revenue is deposited with and salaries paid through the Board. This includes donations or
16 contributions from individual, civic, or other non-school related sources of funds from individual
17 school activity funds, such as gate receipts and concessions.^{1,54}

18 ACCRUED LEAVE & BENEFICIARIES⁵

19 A deceased teacher's estate or designated beneficiary shall be paid the value of any unused
20 accumulated leave. Unless a teacher designates differently, the beneficiary shall be the same as the
21 beneficiary designed for receipt of retirement benefits with the Tennessee Consolidated Retirement
22 System.

Legal References

1. [TCA 49-2-203\(a\)\(1\); TCA 49-5-408](#)
2. [TCA 49-5-402](#)
3. [TCA 49-6-3004](#)
4. [TCA 49-6-2006\(a\)](#)
5. **[TCA 49-5-717; Public Acts of 2026, Chapter No. 909](#)**
6. ~~[Public Acts of 2025, Chapter No. 433](#)~~

Cross References

School Calendar 1.800
Revenues 2.400
Payroll Procedures 2.802
Application and Employment 5.106



State of Tennessee

PUBLIC CHAPTER NO. 909

HOUSE BILL NO. 656

By Representatives Farmer, Parkinson

Substituted for: Senate Bill No. 687

By Senators Seal, Kyle, Bowling, Oliver

AN ACT to amend Tennessee Code Annotated, Title 4 and Title 49, relative to education.

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

SECTION 1. Tennessee Code Annotated, Section 49-5-717, is amended by deleting the section and substituting instead the following:

(a) An LEA or public charter school may compensate the estate of an employee who died on or after September 1, 2024, while employed by the LEA or public charter school, for the employee's unused and accrued annual and sick leave in the same manner estates of deceased state employees are compensated pursuant to § 8-50-808.

(b) An employee may designate a beneficiary to receive payment for accrued annual and sick leave upon the employee's death. Unless an employee designates differently, the beneficiary is the same as the beneficiary designated for receipt of retirement benefits with the Tennessee consolidated retirement system.

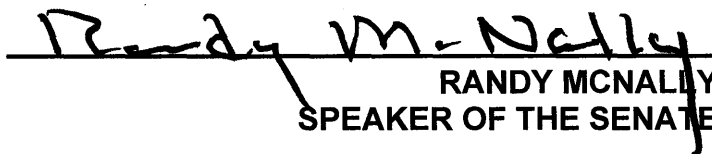
SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 656

PASSED: April 14, 2026



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 1st day of May 2026



BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/07/25
		Rescinds: 5.200	Issued: 07/14/22

ALLEGATIONS REQUIRING TEMPORARY REMOVAL FROM DUTY

If an investigation of an employee's conduct is required, the Director of Schools shall determine whether to temporarily modify the employee's work status based on concerns for safety or to minimize disruption to the educational environment. This may include, but is not limited to:

- **Reassignment to alternate duties;**
- **Placement on administrative leave with pay; or**
- **Temporary removal from the school setting.**

Such action shall not be considered disciplinary in nature but rather a precautionary measure until a determination can be made regarding an appropriate return to duties, or the imposition of disciplinary action, which could include suspension without pay.

SUSPENSION PENDING AN INVESTIGATION¹

The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend a teacher with pay **if there is a pending investigation**. If vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS^{2,3}

The Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence and copies of any documents relied upon by the Director of Schools in reaching the decision to suspend; (2) given an opportunity to respond to the Director of Schools at a conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated, the tenured teacher shall be paid full salary for the period of suspension unless suspension without pay is deemed to be an appropriate penalty.

DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS⁴

When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged, and shall be signed by the party or parties making the charges.

If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list maintained by the Board.

The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing officers as defined under Tennessee law.

The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of the proceedings.

Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) working days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes unless the Board votes to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse the decision. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the Board is appealed to the chancery court, the Board shall transmit the entire record prepared by the Director of Schools and reviewed by the Board to the chancery court for its review.

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.⁵

1 The conditions under which it is permissible to break a contract with the Board are as follows: ⁶

- 2 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
3 statement of a physician approved by the Board; or
- 4 2. The release by the Board of the teacher from the contract that the teacher has entered into with
5 the Board.

6 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
7 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
8 Failure to render such notice may be considered a breach of contract. ⁷

9 ~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with~~
10 ~~the State Board of Education and request the suspension of a teacher's license. After the State Board of~~
11 ~~Education has provided the teacher an opportunity for defense during a hearing, the State Board of~~
12 ~~Education may suspend the license for no less than thirty (30) days and no more than three hundred~~
13 ~~sixty-five (365) days.~~ ⁸

14 RETIREMENT

15 Retirement is a termination of services under conditions that will allow the teacher to draw benefits from
16 retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may elect to
17 retire at any age according to the provisions of the retirement system.

18 Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the
19 responsibility of the retiring teacher to provide verification of eligibility in writing from the Tennessee
20 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring
21 teacher to file for benefits.

Legal References

1. [TCA 49-5-511\(a\)\(3\)](#)
2. [TCA 49-2-301\(b\)\(1\)\(EE\)](#), [TCA 49-5-512\(d\)](#)
3. [TCA 49-5-511\(a\)\(2\)](#)
4. [TCA 49-5-511; 512; 513](#)
5. [TCA 49-5-508\(a\); TCA 49-5-411\(b\); Public Acts
of 2026, Chapter No.898](#)
6. [TCA 49-5-508\(c\)](#)
7. [TCA 49-5-706](#)
8. ~~[TCA 49-5-411\(b\)](#)~~

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203



State of Tennessee

PUBLIC CHAPTER NO. 898

SENATE BILL NO. 2106

By White

Substituted for: House Bill No. 1973

By White, Reneau

AN ACT to amend Tennessee Code Annotated, Title 49, relative to discipline of an educator license.

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

SECTION 1. Tennessee Code Annotated, Section 49-5-411, is amended by deleting subsection (b) and substituting instead the following:

(b) A teacher shall give the director of schools written notice of resignation at least thirty (30) days in advance of the effective date of the resignation.

SECTION 2. Tennessee Code Annotated, Section 49-5-1003(b), is amended by deleting subdivision (15) and substituting instead the following:

(15) Not engage in any conduct prohibited in § 49-5-1008;

SECTION 3. Tennessee Code Annotated, Title 49, Chapter 5, Part 10, is amended by adding the following as a new section:

49-5-1008. Discipline of educator license for educators engaging in sexually related behavior with or toward a student or former student.

(a)(1) An educator shall not engage in any sexually related behavior with:

(A) A student enrolled in the school or LEA in which:

(i) The educator provides instruction to students, serves as an administrator, or performs any other official duties as an educator, regardless of whether the educator is employed or serves as a volunteer in a teaching or non-teaching role; or

(ii) The educator has, within the immediately preceding twelve (12) months, provided instruction to students, served as an administrator, or performed any other official duties as an educator, regardless of whether the educator was employed or served as a volunteer in a teaching or non-teaching role; or

(B) A student who, within the immediately preceding twelve (12) months, graduated or withdrew from, ceased enrollment in, or completed the highest grade level offered by the LEA or school in which the student was formerly enrolled, if, during the period for which the student was enrolled in the LEA or school, the educator provided instruction to students, served as an administrator, or performed any other official duties as an educator, regardless of whether the educator was employed or served as a volunteer in a teaching or non-teaching role.

(2) Subdivision (a)(1) prohibits an educator from engaging in sexually related behavior with a student, with or without the student's consent, and applies to all sexually related behavior regardless of whether the sexually related behavior was

communicated to or with the student verbally or nonverbally, or in a written, visual, auditory, physical, virtual, digital, or electronic format.

(b) As used in this section, "sexually related behavior" includes, but is not limited to, behaviors such as making sexual jokes or sexual remarks; engaging in sexual kidding, sexual teasing, or sexual innuendo; pressuring the student or former student for dates or sexual favors; engaging in inappropriate physical touching, groping, or grabbing; kissing; threatening physical harm; and committing a sexual offense or violent sexual offense, as those terms are defined in § 40-39-202.

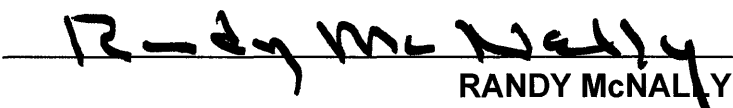
(c) A violation of this section must be reported to the state board of education in accordance with its rules and constitutes a basis for educator license discipline.

SECTION 4. The heading in this act is for reference purposes only and does not constitute a part of the law enacted by this act. However, the Tennessee Code Commission is requested to include the heading in any compilation or publication containing this act.

SECTION 5. For the purpose of promulgating rules, this act takes effect upon becoming a law, the public welfare requiring it. For all other purposes, this act takes effect July 1, 2026, the public welfare requiring it.

SENATE BILL NO. 2106

PASSED: April 16, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 5th day of May 2026


BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date: 07/14/22
		Rescinds: 5.201	Issued: 09/14/15

ALLEGATIONS REQUIRING TEMPORARY REMOVAL FROM DUTY

If an investigation of an employee's conduct is required, the Director of Schools shall determine whether to temporarily modify the employee's work status based on concerns for safety or to minimize disruption to the educational environment. This may include, but is not limited to:

- **Reassignment to alternate duties;**
- **Placement on administrative leave with pay; or**
- **Temporary removal from the school setting.**

Such action shall not be considered disciplinary in nature but rather a precautionary measure until a determination can be made regarding an appropriate return to duties, or the imposition of disciplinary action, which could include suspension without pay.

SUSPENSION PENDING AN INVESTIGATION¹

The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS²

The Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director of Schools at a recorded conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay. If reinstated, the non-tenured teacher shall be paid full salary for the period of suspension unless suspension without pay is deemed to be an appropriate penalty.

DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing before an impartial hearing officer.

The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will hear the case, and the teacher shall have the right to:

1. Be represented by counsel;
2. Call and subpoena witnesses;
3. Examine all witnesses; and
4. Require that all testimony be given under oath.

Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected teacher within ten (10) working days following the close of the hearing. The teacher may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to the teacher. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty (20) working days of receipt of notice, the Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and provide a copy to the Board.

The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in the same manner as the non-tenured teacher.

The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may appear in person or be represented by counsel and argue why the decision should be modified or reversed. The Board shall take one of the following actions:

1. Sustain the decision;
2. Send the record back if additional evidence is necessary; or
3. Revise the penalty or reverse the decision.

Before any decision to dismiss is made, a majority of the membership of the Board shall concur in sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days after the conclusion of the hearing.

Within twenty (20) working days after receipt of notice of the decision of the Board, either party may appeal to the chancery court in the county where the school district is located. The Board shall provide the entire record of the hearing to the court.

NONRENEWAL

Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of employment enjoyed by tenured teachers except that they have no claim upon continuing employment or tenure protections.

The principal is responsible for discussing deficiencies as part of the evaluation process with the non-tenured teacher and providing assistance for overcoming these deficiencies.

The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher, the following action shall be taken:

1. The Board shall be notified at the next regular board meeting; and
2. Written notice of non-renewal shall be sent to the teacher by certified mail, overnight carrier, or by email within five (5) business days following the last instructional day for the school year.³ If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall include a statement listing it as the cause for nonrenewal.⁴

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.⁵ The Board may waive the thirty (30) days notice requirement and permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:⁶

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board; or
2. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁷

~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's license. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the license for no less than thirty (30) days and no more than three hundred sixty-five (365) days.⁸~~

RETIREMENT

Retirement is a termination of services under conditions which will allow the teacher to draw benefits from retirement plans and/or Social Security benefits.

Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system. Central office personnel shall assist teachers in securing retirement benefits; however,

1 it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from
2 the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility
3 of the retiring teacher to file for benefits.

4 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
5 *does NOT follow the suspension/dismissal guidelines outlined in this policy. Rather, nonrenewal of non-*
6 *tenured teachers after the contract year follows the nonrenewal guidelines outlined in this policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508; **TCA 49-5-411(b); Public Acts of 2026, Chapter No. 898**
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. ~~TCA 49-5-411(b)~~

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203



State of Tennessee

PUBLIC CHAPTER NO. 898

SENATE BILL NO. 2106

By White

Substituted for: House Bill No. 1973

By White, Reneau

AN ACT to amend Tennessee Code Annotated, Title 49, relative to discipline of an educator license.

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

SECTION 1. Tennessee Code Annotated, Section 49-5-411, is amended by deleting subsection (b) and substituting instead the following:

(b) A teacher shall give the director of schools written notice of resignation at least thirty (30) days in advance of the effective date of the resignation.

SECTION 2. Tennessee Code Annotated, Section 49-5-1003(b), is amended by deleting subdivision (15) and substituting instead the following:

(15) Not engage in any conduct prohibited in § 49-5-1008;

SECTION 3. Tennessee Code Annotated, Title 49, Chapter 5, Part 10, is amended by adding the following as a new section:

49-5-1008. Discipline of educator license for educators engaging in sexually related behavior with or toward a student or former student.

(a)(1) An educator shall not engage in any sexually related behavior with:

(A) A student enrolled in the school or LEA in which:

(i) The educator provides instruction to students, serves as an administrator, or performs any other official duties as an educator, regardless of whether the educator is employed or serves as a volunteer in a teaching or non-teaching role; or

(ii) The educator has, within the immediately preceding twelve (12) months, provided instruction to students, served as an administrator, or performed any other official duties as an educator, regardless of whether the educator was employed or served as a volunteer in a teaching or non-teaching role; or

(B) A student who, within the immediately preceding twelve (12) months, graduated or withdrew from, ceased enrollment in, or completed the highest grade level offered by the LEA or school in which the student was formerly enrolled, if, during the period for which the student was enrolled in the LEA or school, the educator provided instruction to students, served as an administrator, or performed any other official duties as an educator, regardless of whether the educator was employed or served as a volunteer in a teaching or non-teaching role.

(2) Subdivision (a)(1) prohibits an educator from engaging in sexually related behavior with a student, with or without the student's consent, and applies to all sexually related behavior regardless of whether the sexually related behavior was

communicated to or with the student verbally or nonverbally, or in a written, visual, auditory, physical, virtual, digital, or electronic format.

(b) As used in this section, "sexually related behavior" includes, but is not limited to, behaviors such as making sexual jokes or sexual remarks; engaging in sexual kidding, sexual teasing, or sexual innuendo; pressuring the student or former student for dates or sexual favors; engaging in inappropriate physical touching, groping, or grabbing; kissing; threatening physical harm; and committing a sexual offense or violent sexual offense, as those terms are defined in § 40-39-202.

(c) A violation of this section must be reported to the state board of education in accordance with its rules and constitutes a basis for educator license discipline.

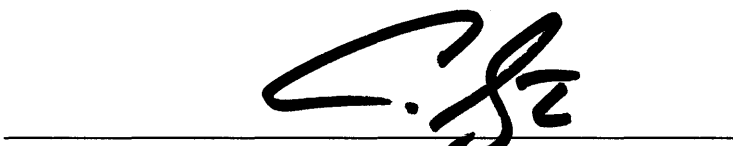
SECTION 4. The heading in this act is for reference purposes only and does not constitute a part of the law enacted by this act. However, the Tennessee Code Commission is requested to include the heading in any compilation or publication containing this act.

SECTION 5. For the purpose of promulgating rules, this act takes effect upon becoming a law, the public welfare requiring it. For all other purposes, this act takes effect July 1, 2026, the public welfare requiring it.

SENATE BILL NO. 2106

PASSED: April 16, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 5th day of May 2026


BILL LEE, GOVERNOR



State of Tennessee

PUBLIC CHAPTER NO. 844

SENATE BILL NO. 1968

By Lowe

Substituted for: House Bill No. 1823

By Raper, White, Cepicky, Haston

AN ACT to amend Tennessee Code Annotated, Title 37, Chapter 1, Part 1; Title 49, Chapter 1; Title 49, Chapter 2 and Title 49, Chapter 6, relative to attendance.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-3001(c)(1)(B)(i), is amended by adding "attendance," before "academic," wherever it appears.

SECTION 2. Tennessee Code Annotated, Section 49-6-3009, is amended by adding the following as new subsections:

(o)(1) If a student withdraws from an LEA, as defined in § 49-1-103, in which the student was receiving tier three interventions pursuant to the LEA's progressive truancy plan, and the student does not transfer to another LEA, as defined in § 49-1-103, then the director of schools shall report the student's absences to the judge with juvenile jurisdiction in the county in which the student resides.

(2) Each case must be dealt with in such manner as the judge may determine to be in the best interest of the student, consistent with §§ 37-1-132, 37-1-168, and 37-1-169. In the event a student in kindergarten through grade twelve (K-12) is adjudicated to be unruly because the student has accumulated five (5) days or more of unexcused absences during any school year, the judge may assess a fine of up to fifty dollars (\$50.00) or community service, in the discretion of the judge, against the parent or legal guardian of the student.

(3) A referral to juvenile court for conduct described in this subsection (o) must be accompanied by a statement from the director of schools certifying that:

(A) The school applied the progressive truancy interventions of the progressive truancy plan adopted under subsection (d) for the student while the student was enrolled in the LEA; and

(B) The student withdrew from the LEA and has not enrolled in another LEA.

SECTION 3. Tennessee Code Annotated, Section 49-6-3009(i), is amended by adding "or subsection (o), if applicable" after "with subsection (h)".

SECTION 4. Tennessee Code Annotated, Section 49-6-3009(g), is amended by deleting "five (5) hours of".

SECTION 5. Tennessee Code Annotated, Section 49-6-3007, is amended by adding the following as a new subsection:

(i)(1) The attendance records for a student who transfers or withdraws from an LEA or public school, including a public charter school, after the school year has commenced must be maintained by the LEA or public school from which the student transferred or withdrew for the remainder of the school year.

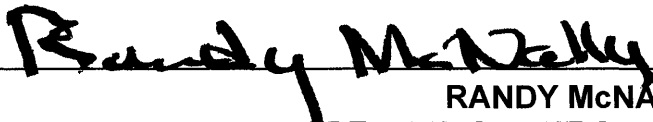
(2) An LEA or public school that enrolls a student after the school year has commenced shall determine during the enrollment process whether the student was previously enrolled in another LEA or public school at any time during that same school year. If the LEA or public school determines that the student was previously enrolled in another LEA or public school in the same school year for which the student seeks to enroll in the LEA or public school, then the enrolling LEA or public school shall request the student's attendance records from each LEA or public school at which the student was previously enrolled during that same school year. A former LEA or public school that receives a request from another LEA or public school for a student's attendance records pursuant to this subdivision (i)(2) shall provide the attendance records for the respective school year to the requesting LEA or public school within five (5) business days of the date on which the request was received.

(3) An LEA or public school that enrolls, after the school year has commenced, a student who was previously enrolled in another LEA or public school at any time during that same school year shall include the number of any unexcused absences accumulated by the student at the student's former LEA or public school in the same school year in the number of unexcused absences for the student at the enrolling LEA or public school and shall implement the appropriate tier of the enrolling LEA's progressive truancy plan, if applicable.

SECTION 6. This act takes effect July 1, 2026, the public welfare requiring it.

SENATE BILL NO. 1968

PASSED: April 15, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 27th day of April 2026


BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring:

Review: Annually, in
April

Descriptor Term:

Attendance

Descriptor Code:

6.200

Issued Date:

07/03/25

Rescinds:

6.200

Issued:

01/02/25

General

Attendance is a key factor in student achievement and therefore, students are expected to be present each day school is in session.

The Director of Schools/designee shall ensure that this policy is posted in each school building and disseminated to all students, parent(s)/guardian(s), teachers, and administrative staff.

The **Director of Schools/designee** shall oversee the entire attendance program which shall include:¹

1. All accounting and reporting procedures and their dissemination;
2. Alternative program options for students who severely fail to meet minimum attendance requirements;
3. Ensuring that all school age children attend school;
4. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and
5. Notifying the Department of Safety whenever a student with a driver's permit or license withdraws from school.²

Student attendance records shall be given the same level of confidentiality as other student records. Only authorized school officials with legitimate educational purposes may have access to student information without the consent of the student or parent/guardian.³

Absences shall be classified as either excused or unexcused as determined by the principal or his/her designee. Excused absences shall include:⁴

1. Personal illness/**injury**;
2. Illness of immediate family member;
3. Death in the family;
4. Extreme weather conditions;
5. Religious observances;⁵
6. Pregnancy;
7. School endorsed activities;
8. Summons, subpoena, or court order; or

9. Circumstances which in the judgment of the principal create emergencies over which the student has no control.

The principal shall be responsible for ensuring that:⁶

1. Attendance is checked and reported daily for each class;
2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;
3. All student absences are verified;
4. Written excuses are submitted for absences and tardiness;
5. System-wide procedures for accounting and reporting are followed.

TRUANCY

Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted present. Students may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the school district provides transportation, unexcused absences from these programs shall be reported in the same manner.⁷

A student who is absent five (5) days without adequate excuse shall be reported to the Director of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. If a parent/guardian does not provide documentation within adequate time excusing those absences, or request an attendance hearing, then the Director of Schools shall implement **tier two of** the progressive truancy intervention plan described below prior to referral to juvenile court.

*Progressive Truancy Intervention Plan*⁸

~~Prior to referral to juvenile court, the following progressive truancy intervention plan will be implemented.~~

Tier I

Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are not limited to:

1. **Letter notifying parents of second unexcused absence**
2. **Potential truancy contract and truancy assessment upon third unexcused absence**

Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5) unexcused absences, but before referral to juvenile court, and includes the following:

1. A conference with the student and the student's parent(s)/guardian(s);
2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s), and an Attendance Supervisor/designee. The contract shall include:
 - a. A specific description of the school's attendance expectations for the student;
 - b. The period for which the contract is effective; and
 - c. Penalties for additional absences and alleged school offenses, including additional disciplinary action and potential referral to juvenile court; ~~and~~
3. Regularly scheduled follow-up meetings to discuss the student's progress; and
4. A school employee shall conduct an individualized assessment detailing the reasons a student has been absent from school. The employee may refer the student to counseling, community-based services, or other services to address the student's attendance problems.

~~Tier II~~

~~If a student accumulates additional unexcused absences in violation of the attendance contract in Tier I, the student will be subject to Tier II.~~

~~Under this tier, a school employee shall conduct an individualized assessment detailing the reasons a student has been absent from school. The employee may refer the student to counseling, community-based services, or other services to address the student's attendance problems.~~

~~Tier III~~

~~This Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful.~~

Tier III interventions shall be determined by a team formed at each school. The interventions shall address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director of Schools/designee.

Transfer Students and Truancy Tracking

The district shall request attendance records for students enrolling after the start of the school year from the previous public school district. Unexcused absences accumulated at a previous district for the current school year shall be factored into the student's placement on the truancy intervention plan tiers, if applicable.⁹

NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY^{9,10}

A principal/designee may excuse a student to participate in non-school sponsored extracurricular activities. The principal shall document the approval in writing and shall excuse no more than ten (10) absences each school year. No later than seven (7) business days prior to the student's absence, the

student shall provide documentation to the school as proof of the student's participation along with a written request for the excused absence from the student's parent/guardian. The request shall include the following:

1. Student's name and personal identification number;
2. Student's grade;
3. The dates of the student's absence;
4. The reason for the student's absence; and
5. The signatures of the student and parent/guardian.

RELEASED TIME COURSE¹⁰¹¹

A principal/designee may excuse a student to attend a course in religious moral instruction for up to one (1) class period per school day. Students shall not be excused during any class which requires an examination for state or federal accountability purposes.

Students shall only be permitted to attend courses provided by entities that certify in writing that they have complied with the background check requirements outlined in state law.¹¹ The student shall submit a written consent form signed by the student's parent/guardian prior to participation in the released time course. The principal/designee shall document the approval in writing. The student shall provide documentation to the principal/designee as proof of the student's participation in the released time course.

The district shall not be responsible for transporting students to and from the place of instruction.

Upon submission of the student's transcript from the entity that provided the released time course, the student may be awarded one (1) unit of elective credit.

The Director of Schools shall develop procedures with secular criteria for determining whether credit shall be awarded.

MAKE-UP WORK

Students are granted the opportunity to make-up school work missed due to any absences, including unexcused absences and/or suspensions. However, for students make up work for unexcused absences and/or suspensions, the highest score they may receive for the work is 80% of a perfect score. For all students making up work missed due to absences, whether excused, unexcused or suspension, the following conditions must be met:

1. It is the student's responsibility to initiate arrangements for making up work.
2. A student will complete written make-up work within a time period equal to the number of days missed unless an extension is granted by the teacher.
3. If make-up tests, quizzes, etc. are scheduled at other than normal student hours, the student must be notified at least twenty-four (24) hours in advance.

4. If a student and/or parent refuses the opportunity to serve ISS or to attend Alternative School, the student forfeits the opportunity to make up work for the days of out-of-school suspension.

STATE-MANDATED TESTS/END OF COURSE EXAMS

Students who are absent the day of the scheduled End of Course Exams must present a signed doctor's excuse or must have been given an excused release by the principal prior to testing to receive an excused absence. Students who have excused absences will be allowed to take a make-up exam. Excused students will receive an incomplete in the course until they have taken the End of Course Exam. Students who have an unexcused absence shall receive a failing grade on the course exam which shall be averaged into their final exam.

CREDIT/PROMOTION DENIAL

Credit/promotion denial determinations may include student attendance, however; student attendance may not be the sole criterion.¹² ~~10~~ However, If attendance is a factor, prior to credit/promotion denial, the following shall occur:

1. Parents and students shall be advised if a student is in danger of credit/promotion denial due to excessive absenteeism; and.
2. Procedures in due process are available to the student when credit or promotion is denied.

DRIVER'S LICENSE REVOCATION²

A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any semester shall be ineligible to retain a driver's permit or license.

ATTENDANCE HEARING¹³¹¹

Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion denial shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given the opportunity to address the committee. The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass the course or be promoted. Upon notification of the attendance committee decision, the principal shall send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of Schools/designee.

The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

Within five (5) school days of the Director of Schools/designee rendering a decision, the student's parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.

- 1 Following the review, the Board may affirm or overturn the decision of the Director of
- 2 Schools/designee. The action of the Board shall be final.

Legal References

1. [TCA 49-6-3006](#)
2. [TCA 49-6-3017\(c\)](#)
3. [20 USCA § 1232g](#)
4. [TRR/MS 0520-01-02-.17\(5\); State Board of Education Policy 4.100](#)
5. [TCA 49-6-2904\(b\)\(5\)](#)
6. [TCA 49-6-3007](#)
7. [TCA 49-6-3021](#)
8. [TCA 49-6-3007; TCA 49-6-3009](#)
9. ~~[TCA 49-6-3022](#)~~ **Public Acts of 2026, Chapter No. 844**
10. ~~[TCA 49-2-130](#)~~ [TCA 49-2-203\(b\)\(7\); TCA 49-6-3002\(b\)](#)
11. ~~[Public Acts of 2025, Chapter No. 401](#)~~ [TRR/MS 0520-01-02-.17\(7\)](#)
12. ~~[TCA 49-2-203\(b\)\(7\); TCA 49-6-3002\(b\)](#)~~
13. ~~[TRR/MS 0520-01-02-.17\(7\)](#)~~

Cross References

School Calendar 1.800
 Extracurricular Activities 4.300
 Interscholastic Athletics 4.301
 Field Trips/Excursions/Competitions 4.302
 Reporting Student Progress 4.601
 Promotion and Retention 4.603
 Recognition of Religious Beliefs, Customs, & Holidays 4.803
 Voluntary Pre-K Attendance 6.2011
 Homeless Students 6.503
 Students in Foster Care 6.505
 Students from Military Families 6.506
 Student Records 6.600

Sullivan County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 04/04/24
		Rescinds: 3007	Issued: 03/07/24

General

A "home school"—is a school conducted or directed by a parent or parent(s)/~~or legal guardian or~~ guardian(s) for their own children. Home schools which teach K-12 where the parent(s)/guardian(s) are associated with an organization that conducts church-related schools¹ ~~(as defined by §49-50-801) which are supervised by such organization and which administer standardized achievement tests at the same time tests are given in their regular day schools~~ are exempt from the following provisions, but ~~must~~ **shall** follow procedures issued by the State Department of Education.⁺

A parent/**guardian** wishing to conduct a home school shall meet the following requirements:²

1. Provide annual notice to the **D**irector of **S**chools before the commencement of each school year of the intent to conduct a home school;
2. Submit to the **D**irector of **S**chools the name, number, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, qualifications of the parent/teacher; ~~whether a college preparatory or general course of education will be taught in grades 9-12, and a description of the courses to be taught each year;~~
3. Maintain attendance records, subject to inspection ~~of~~ by the local **D**irector of **S**chools;
4. Submit attendance records to the **D**irector of **S**chools at the end of each school year;
5. Provide instruction for at least four (4) hours per day for the same number of instructional days as are required by state law ~~for public schools;~~ ³
6. Possess a high school diploma ~~GED, or HiSET;~~ **or a high school equivalency credential approved by the State Board of Education;**⁴
7. ~~Cooperate in~~ **Ensure** the administration to home school students of appropriate tests by the ~~Commissioner~~ **State Board** of Education; **or a standardized test selected by the parent-teacher that provides national normed analytics in English and math in** ~~his/her designee or by a professional testing service in~~ grades five (5), seven (7), and nine (9); ⁵
- ~~8. Take action according to state law if home school student falls behind appropriate grade level;~~
9. Submit proof to the **D**irector of **S**chools that other health services and examinations as required by law have been received by the home school student; and

10. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject, employ a tutor having the same qualifications as required of parent/teacher.

If one or more of these requirements are not met, the Board authorizes the Director of Schools to take formal action to bring the child into compliance with the compulsory attendance law (until the child has reached age 17), either in the home school or in a public, private or church-related school.)

FACILITIES USE

School facilities shall be available for home school instruction only when all of the following conditions exist:

1. Special needs courses are being taught which require services unavailable to the home school student;
2. These services cannot be provided through any means other than the public schools;
3. Requests for services are made known by the home school parent when notice is given to the director of schools of the intent to conduct a home school;
4. The Director of Schools investigates the request and make recommendations to the Board;
5. No overcrowding, additional expenses, including providing transportation, or other special situations which interfere with the normal operation of the school system shall be incurred; and
6. Approval by the Board on a case-by-case basis.

~~Home school students will not be eligible to use school facilities for instruction or to participate in extracurricular activities except with regard to state mandated testing and exceptions as specified in the student's Individualized Education Plan (IEP).~~

RECORD ACCESS

The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the home school inspected at least two (2) times each school year in order to provide assistance in implementing the compulsory attendance law.

STUDENT PERFORMANCE⁵

~~The Director of Schools shall develop administrative procedures regarding necessary consultations with home school parents in regard to student performance.~~

Legal References

1. [TCA 49-50-801\(a\)](#)
2. [TCA 49-6-3050\(b\)](#)
3. [TCA 49-6-3004\(a\)](#); [TCA 49-6-3050\(b\)\(3\)](#)
4. [TCA 49-6-3050\(b\)\(4\)](#); ~~[Public Acts of 2023, Chapter No. 114](#)~~

Cross References

Compulsory Attendance Ages 6.201

5. [TCA 49-6-3050\(b\)\(6\)](#); Public Acts of 2026,
Chapter No. 912



State of Tennessee

PUBLIC CHAPTER NO. 912

HOUSE BILL NO. 1729

By Representatives Slater, Moody, McCalmon, Bricken

Substituted for: Senate Bill No. 2636

By Senators Roberts, Bowling, Seal, Rose

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

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

SECTION 1. Tennessee Code Annotated, Section 49-6-3050(b)(5), is amended by deleting subdivision (A) and substituting:

(A) Ensure that if the parent-teacher's student is in any of the grades five (5), seven (7), or nine (9), that the student is administered:

(i) A standardized test selected by the parent-teacher that provides nationally normed analytics in the subjects of English language arts and mathematics, that is proctored by an individual who is not related to the student, and that is recorded by the developer of the nationally normed examination, at the expense of the parent-teacher; or

(ii) The same state board-approved standardized tests required of public school students in the same grade as the parent-teacher's student that is administered by the commissioner of education, or the commissioner's designee, or by a professional testing service approved by the LEA; provided, however, that the test for grade nine (9) is not an end-of-course examination required by the state board of education pursuant to § 49-6-6001;

SECTION 2. Tennessee Code Annotated, Section 49-6-3050(b)(5)(B), is amended by deleting subdivision (iii) and substituting:

(iii) All results from tests administered pursuant to this subdivision (b)(5) must be provided to the parent-teacher, the director of schools, and the state board of education;

SECTION 3. Tennessee Code Annotated, Section 49-6-3050(b), is amended by deleting subdivision (6).

SECTION 4. Tennessee Code Annotated, Section 49-6-3050(f), is amended by deleting the subsection and substituting:

(f)

(1) As used in this subsection (f):

(A) "Advanced course" means a college-level course administered to high school students for a particular subject area that may earn students college credit through a standardized examination that includes, but is not limited to, an advanced placement program offered by the College Board; and

(B) "Preparatory college entrance examination" means a test administered to students for the purpose of preparation for a college entrance exam that includes the:

(i) Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) administered by the College Board and National Merit Scholarship Corporation;

(ii) Pre-ACT administered by ACT; and

(iii) CLT10 administered by Classic Learning Initiatives, LLC.

(2) A public school that administers an advanced course or preparatory college entrance examination shall provide notice of the following on its website:

(A) The date and time for which an advanced course or preparatory college entrance examination is offered;

(B) The student capacity and availability of an advanced course or preparatory college entrance examination being offered; and

(C) The availability of outside financial assistance for low-income and at-risk students to assist such students in taking an advanced course and preparatory college entrance examination.

(3) A public school shall allow a home school student to take an advanced course or preparatory college entrance examination offered by the public school if space is available.

SECTION 5. Tennessee Code Annotated, Section 49-6-6010(a)(1), is amended by adding "or Classic Learning Test (CLT)" after "SAT".

SECTION 6. Tennessee Code Annotated, Section 49-6-705(a), is amended by adding the following new subdivisions:

() "CLT" means the Classic Learning Test administered by Classic Learning Initiatives, LLC;

() "CLT10" means a college preparatory examination administered by Classic Learning Initiatives, LLC, to prepare students for the CLT;

SECTION 7. Tennessee Code Annotated, Section 49-6-705(c), is amended by deleting subdivision (1) and substituting:

(1) The purpose of the pilot after school educational programs is to increase performance for at-risk students on the ACT, SAT, or CLT examinations, in order to expand the number of students in the at-risk population eligible for lottery scholarships and to increase the abilities of students to excel in postsecondary education. The programs must serve at-risk students in grades seven through nine (7-9). The programs must prepare students to take the EXPLORE and PLAN ACT preparatory examinations, the PSAT/NMSQT preparatory examination, or the CLT10 preparatory examination and eventually to take the ACT, SAT, or CLT examinations.

SECTION 8. Tennessee Code Annotated, Section 49-6-705(d)(2), is amended by deleting subdivision (A) and substituting:

(A) Academic tutoring and skills development in subjects covered by EXPLORE, PLAN, and ACT examinations; PSAT/NMSQT and SAT examinations; or CLT10 and CLT examinations; and

SECTION 9. Tennessee Code Annotated, Section 49-2-702(a)(2), is amended by deleting subdivision (B) and substituting:

(B) Exhibits an average student ACT score of 21 or higher, or the concordant equivalent score on the SAT or Classic Learning Test (CLT) or higher; provided, that prior to an LEA using the average student ACT, SAT, or CLT score, at least thirty (30) students within the LEA or at least twenty-five percent (25%) of the graduating class, whichever is larger, took the ACT, SAT, or CLT;

SECTION 10. Tennessee Code Annotated, Section 49-1-613(a), is amended by deleting "proficiency, graduation rates, ACT or SAT scores where applicable" and substituting

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"proficiency; graduation rates; ACT, SAT, or Classic Learning Test (CLT) scores where applicable;".

SECTION 11. Tennessee Code Annotated, Section 49-6-8103(c)(4), is amended by deleting "either the ACT or the SAT" and substituting "the ACT, SAT, or Classic Learning Test (CLT)".

SECTION 12. This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 1729

PASSED: April 13, 2026



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 13th day of May 2026



BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 04/04/24
		Rescinds: 3007	Issued: 03/07/24

General

A "home school"—is a school conducted or directed by a parent or parent(s)/~~or legal guardian or~~ guardian(s) for their own children. Home schools which teach K-12 where the parent(s)/guardian(s) are associated with an organization that conducts church-related schools¹ ~~(as defined by §49-50-801) which are supervised by such organization and which administer standardized achievement tests at the same time tests are given in their regular day schools~~ are exempt from the following provisions, but ~~must~~ **shall** follow procedures issued by the State Department of Education.⁺

A parent/**guardian** wishing to conduct a home school shall meet the following requirements:²

1. Provide annual notice to the **D**irector of **S**chools before the commencement of each school year of the intent to conduct a home school;
2. Submit to the **D**irector of **S**chools the name, number, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, qualifications of the parent/teacher; ~~whether a college preparatory or general course of education will be taught in grades 9-12, and a description of the courses to be taught each year;~~
3. Maintain attendance records, subject to inspection ~~of~~ by the local **D**irector of **S**chools;
4. Submit attendance records to the **D**irector of **S**chools at the end of each school year;
5. Provide instruction for at least four (4) hours per day for the same number of instructional days as are required by state law ~~for public schools;~~ ³
6. Possess a high school diploma ~~GED, or HiSET;~~ **or a high school equivalency credential approved by the State Board of Education;**⁴
7. ~~Cooperate in~~ **Ensure** the administration to home school students of appropriate tests by the ~~Commissioner~~ **State Board** of Education; **or a standardized test selected by the parent-teacher that provides national normed analytics in English and math in** ~~his/her designee or by a professional testing service in~~ grades five (5), seven (7), and nine (9); ⁵
8. ~~Take action according to state law if home school student falls behind appropriate grade level;~~
9. Submit proof to the **D**irector of **S**chools that other health services and examinations as required by law have been received by the home school student; and

10. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject, employ a tutor having the same qualifications as required of parent/teacher.

If one or more of these requirements are not met, the Board authorizes the Director of Schools to take formal action to bring the child into compliance with the compulsory attendance law (until the child has reached age 17), either in the home school or in a public, private or church-related school.)

FACILITIES USE

School facilities shall be available for home school instruction only when all of the following conditions exist:

1. Special needs courses are being taught which require services unavailable to the home school student;
2. These services cannot be provided through any means other than the public schools;
3. Requests for services are made known by the home school parent when notice is given to the director of schools of the intent to conduct a home school;
4. The Director of Schools investigates the request and make recommendations to the Board;
5. No overcrowding, additional expenses, including providing transportation, or other special situations which interfere with the normal operation of the school system shall be incurred; and
6. Approval by the Board on a case-by-case basis.

~~Home school students will not be eligible to use school facilities for instruction or to participate in extracurricular activities except with regard to state mandated testing and exceptions as specified in the student's Individualized Education Plan (IEP).~~

RECORD ACCESS

The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the home school inspected at least two (2) times each school year in order to provide assistance in implementing the compulsory attendance law.

STUDENT PERFORMANCE⁵

~~The Director of Schools shall develop administrative procedures regarding necessary consultations with home school parents in regard to student performance.~~

Legal References

1. [TCA 49-50-801\(a\)](#)
2. [TCA 49-6-3050\(b\)](#)
3. [TCA 49-6-3004\(a\)](#); [TCA 49-6-3050\(b\)\(3\)](#)
4. [TCA 49-6-3050\(b\)\(4\)](#); ~~[Public Acts of 2023, Chapter No. 114](#)~~

Cross References

Compulsory Attendance Ages 6.201

5. [TCA 49-6-3050\(b\)\(6\)](#); Public Acts of 2026,
Chapter No. 912



State of Tennessee

PUBLIC CHAPTER NO. 862

SENATE BILL NO. 2285

By Briggs, Bowling, Rose

Substituted for: House Bill No. 1974

By White, Grills, Alexander

AN ACT to amend Tennessee Code Annotated, Title 36 and Title 49, relative to safety.

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 3, is amended by adding the following as a new section:

(a) If an order of protection is issued pursuant to title 36, chapter 3, part 6, to protect a student who is enrolled in a public school in this state from another student who is enrolled in the same public school, then a student safety plan must be developed and implemented in accordance with this section for the student who is named as the petitioner in the order of protection as soon as possible, but no later than five (5) school days from the date on which the public school receives a copy of the order of protection.

(b) The student safety plan must be developed by the school principal and, when reasonably practicable and appropriate, the building-level school safety team with input from the parent or legal guardian of the student who is named as the petitioner in the order of protection and must include, at a minimum, the following:

(1) A protocol for providing a copy of the order of protection to school administration, campus security, or a school resource officer;

(2) A plan for the physical separation of the students named in the order of protection to the greatest extent possible, as determined by the school principal, including, but not limited to, removing the student who is named as the respondent in the order of protection from shared classes or school-sponsored events or activities; scheduling to avoid the students coming into contact with one another during periods of transition during the school day; and designating separate and distinct locations for lunch and other break times to avoid the students coming into contact with one another on school grounds;

(3) A protocol for students to report any contact between the petitioner and respondent to a counselor, principal, or other trusted staff member;

(4) A process for documenting any attempted contact by the student named as the respondent in the order of protection with the student named as the petitioner in the order of protection; and

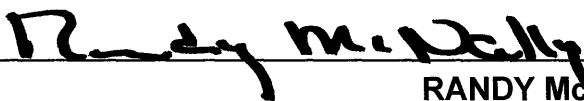
(5) A protocol for the school principal or other school staff to contact and inform local law enforcement if a violation of the order of protection is suspected.

(c) The parent or legal guardian of the student who is named as the petitioner in the order of protection shall notify the school within forty-eight (48) hours of any changes to the order of protection to allow the school principal and school safety team to revise the student safety plan as necessary.

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

SENATE BILL NO. 2285

PASSED: April 9, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 27th day of April 2026


BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: <u>Interrogations and Searches</u> <u>Questioning Students & Searches</u>	Descriptor Code: 6.303	Issued Date: 07/03/25
		Rescinds: 6.303	Issued: 09/27/07

QUESTIONING BY SCHOOL PERSONNEL

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

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

INTERROGATIONS BY POLICE (AT ADMINISTRATOR'S REQUEST)

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

POLICE-INITIATED INTERROGATIONS

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

SEARCHES BY SCHOOL PERSONNEL

The school principal shall authorize all searches at the outset per state law.² All principal initiated searches shall be conducted by a school security officer or a school administrator **or school employee designated by the Director of Schools** who has completed the state required training.^{2,3} The following conditions shall apply to principal initiated searches:

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

- c. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision, and education;
 - d. The search is not conducted for the sole purpose of discovering evidence to be used in criminal prosecution; and
 - e. The search shall be reasonably related to the objectives of the search and not excessively intrusive considering the age and sex of the student (**Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth”**) as well as the nature of the alleged infraction;⁴
2. A school administrator shall be on-site at any principal-initiated search;
 3. A school administrator shall oversee the search and may end the search at any time; and
 4. If a student is under the age of eighteen (18), the principal must notify the student’s parent or guardian within a reasonable time of the search³

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

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

Cross References

Legal References

1. [TCA 49-6-4203\(b\)](#)
2. [TCA 49-6-4204\(a\)](#); [TCA 49-6-4205\(a\)](#)
3. [TCA 49-6-4212](#); [Public Acts of 2026, Chapter No. 1040](#)
4. [TCA 49-6-4205\(b\)](#); [Public Acts of 2026, Chapter No. 938](#)
5. [State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 \(Tenn. Ct. App. July 16, 2009\)](#)
6. [TCA 49-6-4201](#); [Tenn. Op. Att’y Gen. No. 14-21 \(February 24, 2014\)](#)
7. [TCA 49-6-4205\(a\)](#)

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



State of Tennessee

PUBLIC CHAPTER NO. 1040

HOUSE BILL NO. 2533

By Representatives Lamberth, Cochran, White

Substituted for: Senate Bill No. 2228

By Senators Johnson, White, Stevens

AN ACT to amend Tennessee Code Annotated, Title 4, Chapter 29; Title 5, Chapter 21; Title 8, Chapter 50, Part 8; Title 49, Chapter 10, Part 1; Title 49, Chapter 10, Part 14; Title 49, Chapter 11, Part 1; Title 49, Chapter 11, Part 8; Title 49, Chapter 13; Title 49, Chapter 15, Part 1; Title 49, Chapter 16, Part 2; Title 49, Chapter 17; Section 49-2-203; Title 49, Chapter 3, Part 1; Title 49, Chapter 5, Part 4; Title 49, Chapter 50, Part 10; Title 49, Chapter 50, Part 16; Title 49, Chapter 50, Part 18; Title 49, Chapter 6, Part 10; Title 49, Chapter 6, Part 15; Title 49, Chapter 6, Part 22; Title 49, Chapter 6, Part 23; Title 49, Chapter 6, Part 30; Title 49, Chapter 6, Part 34; Title 49, Chapter 6, Part 42; Title 49, Chapter 6, Part 81; Title 49, Chapter 1, Part 2; Title 49, Chapter 1, Part 3 and Section 68-204-110, relative to education.

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

SECTION 1. Tennessee Code Annotated, Section 5-21-124, is amended by deleting subsections (a) and (b) substituting:

(a) If the director or purchasing agent established under this chapter does not maintain records, follow accounting and budgetary procedures, and submit timely reports and information as prescribed by state law and the commissioner of education, then the comptroller of the treasury, after a hearing on the issue of such neglect, shall remove the education department of the county involved from the county financial management system established by this chapter by written notification to the presiding officer of the county legislative body.

(b) Upon receiving notice from the comptroller, the county legislative body shall transfer sufficient funds from the control of the department to provide financial services in the county education department under the supervision of the county director of schools, as provided by general law.

SECTION 2. Tennessee Code Annotated, Section 8-50-814(a)(3)(B), is amended by designating the existing language as subdivision (i) and adding the following as a new subdivision:

(ii) 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 who has been on paid or unpaid leave during their employment with the local education agency or public charter school must be considered as having been employed full time during any such period for purposes of the requirement in subdivision (a)(3)(B)(i); and

SECTION 3. Tennessee Code Annotated, Section 8-50-814(g), is amended by deleting the period at the end of the subsection and substituting:

; provided, that the department of education receives the reimbursement request within the same fiscal year during which the leave was taken.

SECTION 4. Tennessee Code Annotated, Section 49-1-202, is amended by deleting "career and technical education" wherever it appears in subsection (a) and substituting "college, career, and military readiness" and by deleting subsection (b).

SECTION 5. Tennessee Code Annotated, Section 49-11-805, is amended by deleting "division of vocational education" in subsection (a) and substituting "division of college, career, and military readiness" and by deleting "division of vocational technical education" in subsection (b) and substituting "division of college, career, and military readiness".

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SECTION 6. Tennessee Code Annotated, Section 49-1-207(c)(3), is amended by deleting the subdivision and substituting:

(3) Notwithstanding subdivisions (c)(1) and (2), the commissioner shall not waive regulatory or statutory requirements related to:

- (A) Federal and state civil rights;
- (B) Federal, state, and local health and safety;
- (C) Federal and state public records;
- (D) Immunizations;
- (E) Possession of weapons on school grounds;
- (F) Background checks and fingerprinting of personnel;
- (G) Federal and state special education services;
- (H) Student due process;
- (I) Parental rights;
- (J) Federal and state student assessment and accountability;
- (K) Open meetings;
- (L) Educators' due process rights;
- (M) Reductions in teachers' salaries;
- (N) Employee rights, salaries, and benefits; and
- (O) Licensure of employees.

SECTION 7. Tennessee Code Annotated, Section 49-1-227(a), is amended by deleting "within sixty (60) days after the adjournment of the general assembly" and substituting "by October 31".

SECTION 8. Tennessee Code Annotated, Section 49-1-229, is amended by deleting subsection (e).

SECTION 9. Tennessee Code Annotated, Section 4-29-248(a), is amended by deleting subdivision (26).

SECTION 10. Tennessee Code Annotated, Section 49-1-301(e), is amended by deleting the subsection and substituting:

(e) The board is administratively attached to the department of education. For purposes of this subsection (e), "administratively attached" means that the board is attached to the department solely for purposes of receiving administrative support, which includes, but is not limited to, budgeting, personnel processing, procurement assistance, and office services. The board is an independent state entity separate from the department and retains full responsibility for carrying out its statutory powers, duties, and functions. The department is not responsible for carrying out the statutory duties of the board and shall not direct, control, or otherwise interfere with the exercise of the board's independent judgment, policymaking authority, or statutory responsibilities. The commissioner of education shall not exercise administrative or supervisory authority over the board or its staff.

SECTION 11. Tennessee Code Annotated, Section 49-6-3004(i), is amended by deleting "An LEA" wherever it appears in the subsection and substituting "An LEA or public charter school", by deleting "an LEA" wherever it appears in the subsection and substituting "an

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LEA or public charter school", and by deleting "the LEA" wherever it appears in the subsection and substituting "the LEA or public charter school".

SECTION 12. Tennessee Code Annotated, Section 49-3-106(f)(3), is amended by deleting the subdivision and substituting:

(3) The chair of the:

(A) Education committee of the senate; and

(B) Committee of the house of representatives having jurisdiction over education;

SECTION 13. Tennessee Code Annotated, Section 49-3-111, is amended by deleting subdivision (b)(4).

SECTION 14. Tennessee Code Annotated, Section 49-5-413(a), is amended by deleting "a local board of education, charter school," and substituting "an LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105,".

SECTION 15. Tennessee Code Annotated, Section 49-5-413(b), is amended by deleting "local board of education" and substituting "Tennessee consolidated retirement system participating employer".

SECTION 16. Tennessee Code Annotated, Section 49-5-413(c), is amended by deleting:

a local board of education or a child care program

wherever it appears in the subsection and substituting:

an LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105, or child care program

and by deleting:

the local board of education or child care program

wherever it appears in the subsection and substituting:

the LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105, or child care program

and by deleting:

Any local board of education or child care program

wherever it appears in the subsection and substituting:

Any LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105, or child care program

and by deleting:

A local board of education or a child care program

wherever it appears in the subsection and substituting:

An LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105, or child care program

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and by deleting:

the board of education or child care program

wherever it appears in the subsection and substituting:

the LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105, or child care program

SECTION 17. Tennessee Code Annotated, Section 49-5-413(d), is amended by deleting subdivision (1) and substituting:

(1) A person, corporation, or entity that enters into or renews a contract, or that contracts with a person, corporation, or entity that enters into or renews a contract, with an LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105, or child care program, as defined in § 49-1-1102, on or after the effective date of this act, must comply with this subsection (d) if the contract requires:

(A) The person or an employee of the person, corporation, or other entity to have direct contact with school children or children in a child care program; or

(B) The person or employee to have access to the grounds of a school or child care center when children are present.

SECTION 18. Tennessee Code Annotated, Section 49-5-413(d)(2), is amended by deleting subdivision (C) and substituting:

(C) Notwithstanding subdivision (d)(2)(A), a person, corporation, or entity that, for one (1) employee, satisfies the requirements of this subsection (d) for an LEA, public charter school, state college or university maintaining a training school pursuant to § 49-8-105, private college or university maintaining a training school pursuant to § 49-2-105, or child care program, as defined in § 49-1-1102, shall be deemed to have satisfied the requirements for any other LEA, public charter school, state college or university maintaining a training school, private college or university maintaining a training school pursuant to § 49-2-105, or child care program, as long as the employee remains in the continuous employment of the same person, corporation, or entity.

SECTION 19. Tennessee Code Annotated, Section 49-5-413(f), is amended by deleting:

local boards of education, charter schools, and any child care programs, as defined in § 49-1-1102

wherever it appears in the subsection and substituting:

LEAs, public charter schools, state colleges or universities maintaining a training school pursuant to § 49-8-105, private colleges or universities maintaining a training school pursuant to § 49-2-105, and child care programs, as defined in § 49-1-1102

and by deleting:

Local boards of education, charter schools, and child care programs

wherever it appears in the subsection and substituting:

LEAs, public charter schools, state colleges or universities maintaining a training school pursuant to § 49-8-105, private colleges or universities maintaining a training school pursuant to § 49-2-105, and child care programs

SECTION 20. Tennessee Code Annotated, Section 49-5-413(g), is amended by deleting the subsection and substituting:

(g) Each local board of education, governing body of a public charter school, governing board for a state college or university that maintains a training school pursuant to § 49-8-105, and governing board for a private college or university maintaining a training school pursuant to § 49-2-105, shall adopt a policy governing background check procedures for contract workers and volunteers. Upon this state's acceptance into the federal bureau of investigation rap back program, LEAs, public charter schools, state colleges or universities maintaining a training school, private colleges or universities maintaining a training school, and child care programs, as defined in § 49-1-1102, may require state and national criminal history record checks to be conducted on contract workers and school volunteers, and may participate in the rap back program, for the purpose of determining suitability or fitness for contract workers and volunteers to work with children or to be on school grounds when children are present.

SECTION 21. Tennessee Code Annotated, Section 49-5-413, is amended by adding the following as a new subsection:

(h) A child care program, as defined in § 49-1-1102, that receives funds through the department of human services may elect to complete background checks pursuant to § 71-3-507, instead of complying with the requirements of this section.

SECTION 22. Tennessee Code Annotated, Section 49-6-1015(c), is amended by deleting "2026-2027" and substituting "2027-2028".

SECTION 23. Tennessee Code Annotated, Section 49-6-1503(c), is amended by deleting subdivision (2) and substituting:

(2) Funding for after-school learning mini-camps, learning loss bridge camps, and summer learning camps must first be used for the purposes outlined in subdivision (c)(1). Any remaining funds may be used by LEAs or public charter schools to provide tutoring required by § 49-6-3115. Funding for after-school learning mini-camps, learning loss bridge camps, and summer learning camps must supplement, but must not supplant, existing funding for other educational programs conducted by the LEA or public charter school outside of the regular school day.

SECTION 24. Tennessee Code Annotated, Section 49-6-2201(a)(2), is amended by deleting "secretary" and substituting "member".

SECTION 25. Tennessee Code Annotated, Section 49-6-2211, is amended by designating the existing language as subsection (a) and adding the following as a new subsection (b):

(b) The commission is administratively attached to the department of education. For purposes of this subdivision (a)(5), "administratively attached" means that the commission is attached to the department solely for purposes of receiving administrative support, which includes, but is not limited to, budgeting, personnel processing, procurement assistance, and office services. The commission is an independent state entity separate from the department and retains full responsibility for carrying out its statutory powers, duties, and functions. The department is not responsible for carrying out the statutory duties of the commission and shall not direct, control, or otherwise interfere with the exercise of the commission's independent judgment, policymaking authority, or statutory responsibilities. The commissioner of education shall not exercise administrative or supervisory authority over the commission or its staff.

SECTION 26. Tennessee Code Annotated, Section 49-6-2201(k), is amended by deleting "department's" in subdivision (3) and substituting "commission's", by deleting "secretary of the commission" and substituting "chair of the commission, or the chair's designee," in subdivision (5), and by deleting subdivisions (6) and (7) and substituting:

(6) The commission shall make meetings of the commission available for viewing by the public over the internet by streaming video accessible from the commission's website. Archived videos of the commission's meetings must also be made available to the public through the commission's website.

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SECTION 27. Tennessee Code Annotated, Section 49-6-2201(l)(4), is amended by deleting "department's" wherever it appears in the subdivision and substituting "commission's".

SECTION 28. Tennessee Code Annotated, Section 49-6-2201(l)(6), is amended by deleting "department's" and substituting "commission's".

SECTION 29. Tennessee Code Annotated, Section 49-6-2201(l)(7), is amended by deleting "department's" wherever it appears in the subdivision and substituting "commission's".

SECTION 30. Tennessee Code Annotated, Section 49-6-2202, is amended by deleting "website of the department of education" in subsection (a) and substituting "commission's website" and by deleting the following language in subsection (g):

The department of education, including the commissioner of education, or a deputy or assistant commissioner of education, serving as the secretary of the commission, may, at the direction of the commission, assist the commission in the performance of the commission's duties by providing recommendations to the commission, but shall not, when assisting the commission in the performance of the commission's duties or when training newly appointed members of the commission or members of advisory panels, attempt to improperly influence or interfere with:

and substituting:

The department of education, including the commissioner of education, or a deputy or assistant commissioner of education, serving as an ex officio, non-voting member of the commission, is not responsible for carrying out the statutory duties of the commission but shall, at the request of the commission, assist the commission in the performance of the commission's duties by providing recommendations to the commission, but shall not, when assisting the commission in the performance of the commission's duties or when training newly appointed members of the commission or members of advisory panels, attempt to improperly influence or interfere with:

SECTION 31. Tennessee Code Annotated, Section 49-6-2203(d)(2), is amended by deleting "commissioner" and substituting "commission".

SECTION 32. Tennessee Code Annotated, Section 49-6-2203(d)(3)(C)(i), is amended by deleting the subdivision and substituting:

(i) A publisher that submits textbooks or instructional materials for adoption shall provide the commission with a link to the textbooks or instructional materials that the public and advisory panel members can use to access the textbooks or instructional materials. The commission shall post the links provided by publishers pursuant to this subdivision (d)(3)(C)(i) on the commission's website.

SECTION 33. Tennessee Code Annotated, Section 49-6-2203(d)(4), is amended by deleting "department" wherever it appears in the subdivision and substituting "commission", by deleting "department's" and substituting "commission's", and by deleting "and to the commission before its approval of the textbook or instructional materials for inclusion on the textbook list".

SECTION 34. Tennessee Code Annotated, Section 49-6-2203(h), is amended by deleting the subsection and substituting:

(h) Contracts for the books listed must be executed in duplicate by the chair or executive director of the commission, on forms prepared and approved by the attorney general and reporter. One (1) copy of the contract must be retained by the publisher and one (1) copy must be kept on file with the commission. Each contract must state that the prices contained in the contract do not exceed prices offered currently elsewhere.

SECTION 35. Tennessee Code Annotated, Section 49-6-2302(a), is amended by deleting "school board" in subdivisions (a)(1) and (2) and substituting "local board of education or public charter school governing body".

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SECTION 36. Tennessee Code Annotated, Section 49-6-2302(b), is amended by deleting "LEA" and substituting "LEA and public charter school".

SECTION 37. Tennessee Code Annotated, Section 49-6-3004(a)(6)(A), is amended by deleting "the director of schools" and substituting "the director of schools or the director of the public charter school" and by deleting "The waiver request may be for" and substituting "A waiver request submitted by a director of schools may be for".

SECTION 38. Tennessee Code Annotated, Section 49-6-3004(c)(1)(A), is amended by deleting "and approved by the commissioner".

SECTION 39. Tennessee Code Annotated, Section 49-6-3004(f), is amended by deleting the subsection and substituting:

(f) LEAs and public charter schools shall commence the school year no earlier than August 1 unless the local board of education or public charter school governing body, as applicable, votes by a majority of its membership to establish a year-round or alternative calendar for all or any of the schools within its jurisdiction in accordance with department of education attendance policies.

SECTION 40. Tennessee Code Annotated, Section 49-6-3404, is amended by deleting the section.

SECTION 41. Tennessee Code Annotated, Section 49-6-4204(a)(2), is amended by adding the following as a new subdivision:

(D) School employee designated by the director of schools or the director of the public charter school, as applicable, who has completed the orientation and training established pursuant to § 49-6-4212.

SECTION 42. Tennessee Code Annotated, Section 49-6-4205(a)(2), is amended by adding the following as a new subdivision:

(D) School employee designated by the director of schools or the director of the public charter school, as applicable, who has completed the orientation and training established pursuant to § 49-6-4212.

SECTION 43. Tennessee Code Annotated, Section 49-6-4212(a)(1), is amended by deleting the subdivision and substituting:

(1) The department of education shall establish and maintain an orientation and training program for LEAs and public charter schools, or approve an orientation and training program conducted by a licensed attorney for LEAs and public charter schools, to inform school administrators and employees designated pursuant to § 49-6-4204(a)(2)(D) or § 49-6-4205(a)(2)(D) of the rights of students relative to searches.

SECTION 44. Tennessee Code Annotated, Section 49-6-4212(a), is amended by deleting subdivision (3) and substituting:

(3) A school administrator or school employee designated pursuant to § 49-6-4204(a)(2)(D) or § 49-6-4205(a)(2)(D) must complete an orientation and training program developed or approved by the department pursuant to subdivision (a)(1) before conducting a search pursuant to § 49-6-4204(a) or § 49-6-4205(a).

SECTION 45. Tennessee Code Annotated, Section 49-6-8103(b), is amended by designating the existing language as subdivision (1) and adding the following new subdivision:

(2) An LEA or public charter school that receives at least one (1) form expressing a student's intent to complete an early graduation program shall report the total number of forms received for the respective school year to the department.

SECTION 46. Tennessee Code Annotated, Section 49-10-105(e), is amended by adding the following as a new subdivision:

(5) Advise the department on matters related to dyslexia.

SECTION 47. Tennessee Code Annotated, Section 49-10-1402(3), is amended by deleting the subdivision and substituting:

(3) "Eligible student" means a resident of this state who:

(A)

(i) Is a child with any of the following disabilities as defined by the state board of education pursuant to § 49-10-102:

- (a) Autism;
- (b) Deaf-blindness;
- (c) Hearing impairments;
- (d) Intellectual disability;
- (e) Orthopedic impairments;
- (f) Traumatic brain injury;
- (g) Visual impairments;
- (h) Developmental delay;
- (i) Multiple disabilities;
- (j) A specific learning disability; or
- (k) Deafness;

(ii) Has an active individualized education program (IEP) in accordance with 34 C.F.R. § 300 et seq., § 49-10-102, and regulations of the state board of education with one (1) of the disabilities identified in subdivision (3)(A)(i) as the primary or secondary disability in effect at the time the department receives the request for participation in the program; and

(iii) Meets at least one (1) of the following requirements:

(a) Was previously enrolled in and attended a Tennessee public school for the one (1) full school year immediately preceding the school year in which the student receives an individualized education account (IEA);

(b) Is enrolling in a Tennessee school for the first time; or

(c) Received an individualized education account (IEA) in the previous school year; or

(B) Is a child participating in the Tennessee Early Intervention System (TEIS) Extended Option who is eligible for Part C services and whose Part B eligibility report lists a disability identified in subdivision (3)(A)(i);

SECTION 48. Tennessee Code Annotated, Section 49-10-1403(b), is amended by deleting subdivision (15).

SECTION 49. Tennessee Code Annotated, Section 49-10-1403, is amended by adding the following as a new subsection:

(k) Beginning July 1, 2026, parents shall not use funds deposited in a participating student's IEA to make contributions to an achieving a better life experience account for purposes of the ABLE Act, compiled in title 71, chapter 4, part 8. Contributions made by a parent of a participating student to an achieving a better life

experience account prior to July 1, 2026, may continue to be maintained in the account for the benefit of the participating student; provided, that the funds must only be used for the student's education expenses subject to the rules established by the achieving a better life experience program and the student must meet the qualifications to participate in the achieving a better life experience program pursuant to the ABL Act, and 529A of the Internal Revenue Code of 1986 (26 U.S.C. 529A), as amended, and all rules, regulations, notices, and interpretations released by the United States department of treasury, including the internal revenue service.

SECTION 50. Tennessee Code Annotated, Section 49-11-106, is amended by deleting "division of career and technical education" wherever it appears in the section and substituting "division of college, career, and military readiness".

SECTION 51. Tennessee Code Annotated, Section 49-13-105, is amended by adding the following as a new subsection:

(p) The commission is administratively attached to the department of education. For purposes of this subsection (p), "administratively attached" means that the commission is attached to the department solely for purposes of receiving administrative support, which includes, but is not limited to, budgeting, personnel processing, procurement assistance, and office services. The commission is an independent state entity separate from the department and retains full responsibility for carrying out its statutory powers, duties, and functions. The department is not responsible for carrying out the statutory duties of the commission and shall not direct, control, or otherwise interfere with the exercise of the commission's independent judgment, policymaking authority, or statutory responsibilities. The commissioner of education shall not exercise administrative or supervisory authority over the commission or its staff.

SECTION 52. Tennessee Code Annotated, Section 49-15-102(4), is amended by deleting "career and technical education" and substituting "college, career, and military readiness".

SECTION 53. Tennessee Code Annotated, Section 49-15-109(b), is amended by deleting "career and technical education" and substituting "college, career, and military readiness".

SECTION 54. Tennessee Code Annotated, Section 49-16-211(b), is amended by deleting the subsection and substituting:

(b) Total enrollment in all of the public virtual schools established by an LEA must not exceed one thousand five hundred (1,500) students; provided, that if the LEA has at least one (1) public virtual school in operation as of January 1, 2026, then the LEA may use the total number of students who were enrolled in the LEA's public virtual schools in the 2025-2026 school year as the LEA's enrollment cap. Beginning in the 2026-2027 school year, if each public virtual school in the LEA demonstrates student achievement growth at a minimum level of "at expectations", as represented by the Tennessee Value-Added Assessment System (TVAAS) developed pursuant to chapter 1, part 6 of this title and guidelines adopted by the state board of education pursuant to chapter 1, part 3 of this title, then the public virtual schools in the LEA may exceed the enrollment cap established for the LEA pursuant to this subsection (b).

(c) Subsection (b) does not apply to adult high schools providing virtual instruction pursuant to § 49-6-409(b).

SECTION 55. Tennessee Code Annotated, Section 49-50-1001(d), is amended by deleting the subsection and substituting instead:

(d) The state board of education shall promulgate rules providing employees of the Tennessee School for the Blind, the Tennessee School for the Deaf, the West Tennessee School for the Deaf, the Alvin C. York Agricultural Institute, and any other special school hereafter established, the same rights to contest adverse job actions as are granted to other employees of local education agencies as provided in this title.

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SECTION 56. Tennessee Code Annotated, Section 49-50-1602(g)(5), is amended by deleting "diazepam gel" and substituting "an anti-seizure medication".

SECTION 57. Tennessee Code Annotated, Section 49-50-1803(b), is amended by designating the existing language as subdivision (1) and adding the following new subdivision:

(2)

(A) If the public institution of education is an LEA or public charter school, then the Title VI coordinator for the LEA or public charter school shall investigate all complaints of antisemitic discrimination and harassment reported to the LEA or public charter school before formally reporting the incidents and complaints to the Title VI coordinator designated by the department of education.

(B) The LEA or public charter school investigating a complaint of antisemitic discrimination or harassment must conduct the investigation in accordance with procedures outlined in chapter 6, part 45 of this title and in the policies adopted by the local board of education or public charter school governing body, as applicable.

SECTION 58. Tennessee Code Annotated, Section 49-50-1803(e), is amended by deleting the subsection and substituting:

(e) The Title VI coordinator for:

(1) The department of education shall, no later than December 31 of each year, issue an annual report on antisemitism in LEAs and public charter schools to the attorney general and reporter and to the general assembly; and

(2) Each public institution of higher education shall, no later than June 30 of each year, issue an annual report on antisemitism at the institution to the attorney general and reporter and to the general assembly.

SECTION 59. The headings in this act are for reference purposes only and do not constitute a part of the law enacted by this act. However, the Tennessee Code Commission is requested to include the headings in any compilation or publication containing this act.

SECTION 60. This act takes effect July 1, 2026, the public welfare requiring it.

HOUSE BILL NO. 2533

PASSED: April 22, 2026



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 21st day of May 2026



BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date: 12/02/21
		Rescinds: 6.306	Issued: 04/10/12

1 *General*

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹

8 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or expulsion
9 depending on the severity of the offense and the student's prior record.²

10 **REMOVAL OF STUDENT³**

11 If a student repeatedly or substantially interferes with the learning environment, the teacher may
12 submit a written request along with the required documentation to the principal/designee to remove the
13 student from the teacher's classroom. The student will be given notice of the rationale for the request
14 as well as the opportunity to offer an explanation.

15 The principal/designee will investigate the request and make a decision regarding the student's
16 placement. The principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal/designee shall address the
18 abuse or overuse with the teacher and may require the teacher to complete additional professional
19 development to improve the teacher's classroom management skills.

20 *Appeal Process*

21 If the teacher's request for removal is denied, he/she may file an appeal with the Director of
22 Schools/designee. He/she will review the teacher's request for removal as well as the decision of the
23 principal/designee and make a determination as to the student's placement.

24 **CLASSROOM EVACUATION**

25 **Some or all students may be removed from a classroom or instructional area due to violent,**
26 **aggressive, or severely disruptive behavior of another student that creates a safety concern or**
27 **substantially interrupts classroom instruction.³**

28 **Parental Notification**

The principal/designee shall provide notification to the parent(s)/guardian(s) of each student in the classroom or instructional area at the time of the classroom evacuation. The notification shall be provided by the end of the day in which the classroom evacuation took place unless the event that prompted the evacuation is an ongoing emergency or is otherwise under investigation by state or local law enforcement.

Notification to the parent(s)/guardian(s) must include:³

- 1. The fact that a classroom evacuation occurred;**
- 2. A brief description of the general nature of the incident sufficient to explain why the classroom evacuation occurred; and**
- 3. Any steps taken by the school to ensure the continued safety and supervision of student.**

Parental notification provided in compliance with the Family Education Rights and Privacy Act (FERPA) and other applicable privacy laws.⁴ No information shall be disclosed about the student whose conduct caused the classroom evacuation, or any other student, if the disclosure would violate privacy laws.

Recordkeeping

Each school shall maintain records of:

- 1. The date and time of the classroom evacuation;**
- 2. The number of students evacuated;**
- 3. The time and manner of parental notification; and**
- 4. The staff member responsible for issuing parental notifications.**

Legal References

- ~~1. TCA 49-6-4102~~ **TCA 49-6-2804**
- ~~2. TCA 49-6-3401~~
- ~~3. Public Acts of 2026, Chapter No. 850~~
- ~~4. 20 USCA 1232g; TCA 10-7-504~~
- ~~5. Public Acts of 2021, Chapter No. 77~~

Cross References

Code of Conduct 6.300
Suspension 6.316
Safe Relocation of Students 6.4081



State of Tennessee

PUBLIC CHAPTER NO. 850

SENATE BILL NO. 2087

By Crowe, Bailey, Bowling, Rose, Seal

Substituted for: House Bill No. 1895

By Maberry, Cepicky, McCalmon, Todd, Eldridge

AN ACT to amend Tennessee Code Annotated, Title 49, relative to parental notification of classroom evacuations.

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 43, is amended by adding the following as a new section:

(a) As used in this section, "classroom evacuation" means the removal of some or all students from a classroom or instructional area due to the violent, aggressive, or severely disruptive behavior of another student that creates a safety concern or substantially interrupts classroom instruction.

(b)(1) If a classroom evacuation occurs, then the principal or the principal's designee must provide notification to the parent or legal guardian of each student who was in the classroom or instructional area at the time that the classroom evacuation occurred in accordance with subdivision (b)(2).

(2) The notification required in subdivision (b)(1) must be provided to parents and legal guardians by the end of the day in which the classroom evacuation occurred unless the event that prompted the classroom evacuation is an ongoing emergency or is otherwise under investigation by a state or local law enforcement agency, in which case the notification must not be provided to parents and legal guardians until the emergency event is resolved or the principal or the principal's designee determines that providing the notification does not impede an ongoing investigation, as applicable.

(c) The notification required in subsection (b) must include:

(1) The fact that a classroom evacuation occurred;

(2) A brief description of the general nature of the incident sufficient to explain why the classroom evacuation occurred; and

(3) Any steps taken by the school to ensure the continued safety and supervision of students.

(d) The notification must not disclose information about the student whose conduct caused the classroom evacuation, or any other student, if the disclosure would violate the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), § 10-7-504, or any other relevant privacy law.

(e) Each school shall maintain, for each classroom evacuation, a written or electronic record of:

(1) The date and time of the classroom evacuation;

(2) The number of students evacuated;

(3) The time and the manner of the parental notifications; and

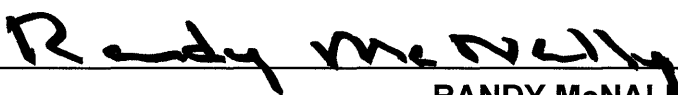
(4) The staff member responsible for issuing parental notifications.

(f) The local board of education or public charter school governing board shall adopt a policy to implement this section.

SECTION 2. This act takes effect July 1, 2026, the public welfare requiring it.

SENATE BILL NO. 2087

PASSED: April 14, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 27th day of April 2026


BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Issued Date: 07/09/24
		Rescinds: 6.318	Issued: 11/03/22

STUDENT READMISSION TO DISTRICT¹

The district may continue a disciplinary investigation of a student who withdraws from the district during the investigation. If the student later reenrolls in the district, then the disciplinary investigation and/or consequences shall resume.

STUDENT DISCIPLINED IN ANOTHER DISTRICT

The Board may deny admission of any student (except those in state custody) who has been expelled or suspended from another school system in Tennessee or another state even though the student has established residency in the system in which he/she seeks enrollment.

After a request for enrollment is made, the **D**irector of **S**chools shall investigate the facts surrounding the suspension/expulsion from the former school district. The principal may ask the parent(s)/guardian(s) in writing if their student has been adjudicated delinquent for an offense listed in TCA 49-6-3051 and submit any records to the Director of Schools. Based on the results of the investigation, the Director of Schools shall make a recommendation to the Board to approve or deny the request.

The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.

A student may be dismissed if it is determined subsequent to the enrollment that the student has been suspended or expelled from the former school district.²

Legal References

1. Public Acts of 2026, Chapter No. 760
2. TCA 49-6-3051(a)
3. TCA 49-6-3401(f); 20 USCA § 1232g(b)(4), (h)

Cross References

School Admissions 6.203
Student Records 6.600



State of Tennessee

PUBLIC CHAPTER NO. 760

HOUSE BILL NO. 2149

By Representatives Renea Jones, Alexander, Maberry, Chism

Substituted for: Senate Bill No. 2433

By Senator Crowe

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

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

SECTION 1. Tennessee Code Annotated, Title 49, Chapter 6, Part 41, is amended by adding the following as a new section:

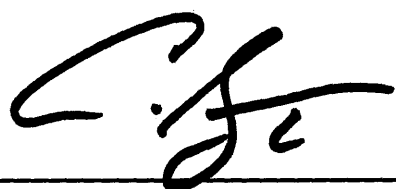
(a) An LEA or public charter school may continue a disciplinary investigation of a student who, during the investigation, withdraws from the LEA or public charter school.

(b) If a student withdraws from an LEA or public charter school during a disciplinary investigation of the student and the student later reenrolls in the LEA or public charter school, then the LEA or public charter school may discipline the student in accordance with the LEA's or public charter school's policy based on the results of the disciplinary investigation of the student.

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

HOUSE BILL NO. 2149

PASSED: April 2, 2026



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 16th day of April 2026



BILL LEE, GOVERNOR

Sullivan County Board of Education

Monitoring:

Review: Annually, in
April

Descriptor Term:

Students from Military Families

Descriptor Code:

6.506

Issued Date:

03/05/20

Rescinds:

Issued:

General

The Director of Schools shall develop the necessary administrative procedures to ensure that students with parent(s)/guardian(s) in the armed services are identified and that appropriate and available services are provided for these students.¹

RELOCATION OF MILITARY SERVICE MEMBER²

A student who does not currently reside within the school district shall be allowed to enroll if he/she is a dependent child of a service member who is being relocated to Tennessee on military orders. To be eligible for enrollment, the student will need to provide documentation that he/she will be a resident of the school district on relocation. **This documentation must be provided to the school district within one (1) calendar year from the date of enrollment.**

~~Within 90 (ninety) days of enrollment, the parent(s)/guardian(s) of the student shall provide proof of residency within the school district.~~

If the child of a military member enrolls per this policy and has an active 504 plan, IEP, or an individualized family service plan, then the district shall take the necessary steps to ensure that services are in place when the student enrolls.

ABSENCES

Principals shall provide students with a one (1) day excused absence prior to the deployment of and a one (1) day excused absence upon the return of a parent/guardian serving active military service.

Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a parent/guardian during a deployment cycle. The student shall provide documentation to the school as proof of his/her parent's/guardian's deployment. Students shall be permitted to make up school work missed during these absences.³

REMAINING IN THE DISTRICT⁴

If a student is enrolled in grades eleven (11) through twelve (12) and is a dependent child of a service member who relocates on military orders resulting in the student no longer residing in

- 1 **the school district due to relocation, the student shall have the option to remain enrolled in the**
2 **same high school until the student graduates or withdraws.**

Legal References

1. State Board of Education Policy 2.103
2. TCA 49-6-3101;**Public Acts of 2026, Chapter No. 834**
3. TCA 49-6-3019
4. **Public Acts of 2026, Chapter No. 834**

Cross References

Attendance 6.200
School Admissions 6.203



State of Tennessee

PUBLIC CHAPTER NO. 834

SENATE BILL NO. 1817

By Powers, Bowling

Substituted for: House Bill No. 1725

By Maberry, White, McCalmon, Todd, Reneau, Powers, Camper, Love

AN ACT to amend Tennessee Code Annotated, Title 49, relative to dependent children of service members.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-3101, is amended by adding the following as new subsections:

(d) If a student enrolls in a public school pursuant to subsection (b) and the student has an active Section 504 plan developed under Section 504 of the Rehabilitation Act (29 U.S.C. § 794), an individualized family service plan under 20 U.S.C. § 1436, or an individualized education plan under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.), then the LEA shall take the necessary steps to ensure that necessary services are in place when the student enrolls.

(e) Notwithstanding another law to the contrary, if a student is enrolled in a high school that is managed and controlled by a local board of education for the LEA in which the student is enrolled in grade eleven (11) or twelve (12) and is the dependent child of a service member who relocates on military orders resulting in the student no longer residing in the school district due to the relocation, then the LEA shall allow the student to remain enrolled in the same high school until the student graduates or withdraws.

(f)(1) An LEA shall allow a student to enroll in a school in the LEA if:

(A) The student is a dependent child of a service member who is relocated on military orders;

(B) Due to the relocation on military orders, the student resides within the school district at the time of enrollment in the LEA; and

(C) The student's parent intends to reside in the zone for the school for which the student is seeking to enroll no later than one (1) calendar year after the date on which the student enrolled.

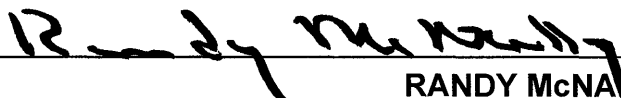
(2) The student's parent shall provide proof that the student is a resident of the zoned school in which the student is enrolled pursuant to this subsection (f) no later than one (1) calendar year from the date on which the student enrolled in the LEA.

(3) If a parent does not provide proof within one (1) calendar year from the student's enrollment, then the LEA may require the student to transfer to the school for which the student is zoned to attend.

SECTION 2. This act takes effect July 1, 2026, the public welfare requiring it.

SENATE BILL NO. 1817

PASSED: April 14, 2026


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 27th day of April 2026


BILL LEE, GOVERNOR

Social Studies Textbook Adoption Team 2026-2027

School Name	Teacher Name	Teacher Email
BCES	Marilyn Willis	marilyn.willis@sullivank12.net
CHES	Annah Booher	Annah.booher@sullivank12.net
EES	Eden Bury	eden.bury@sullivank12.net
HES	Scott Davis	scott.davis@sullivank12.net
ISES	Kerry Lancaster	kerry.lancaster@sullivank12.net
KES	Jessica Strahan	jessica.strahan@sullivank12.net
MHES	Meg Shelton	megan.shelton@sullivank12.net
MPES	Shannon Brashear	Shannon.brashear@sullivank12.net
RSES	Casey Bedford	casey.bedford@sullivank12.net
SGES	Ivy Musick	ivy.musick@sullivank12.net
SCMS	Julie Nottingham	julie.nottingham@sullivank12.net
	Andrew Ledford	drew.ledfor@sullivank12.net
SEMS	Brad Turner	brad.turner@sullivank12.net
	Andy Keen	andrew.keen@sullivank12.net
SHMS	Amy Diamond	amy.diamond@sullivank12.net
	Tammy Hammonds	tammy.hammonds@sullivank12.net
SEHS	Chris Colley	chris.colley@sullivank12.net
	Randy Ross	randy.ross@sullivank12.net
WRHS	Kristie Sproles	kristy.sproles@sullivank12.net
	John-Reed Barnes	john-reed.barnes@sullivank12.net

								Version 1													
2027-2028 School Calendar																					
July 2027							SULLIVAN COUNTY SCHOOLS 154 Blountville Bypass Blountville, TN 37617 423.354.1000 www.sullivank12.net Graduating students prepared for college and career who are productive community members.							January 2028							
S	M	T	W	T	F	S									S	M	T	W	T	F	S
				1	2	3															1
4	5	6	7	8	9	10									2	3	4	5	6	7	8
11	12	13	14	15	16	17									9	10	11	12	13	14	15
18	19	20	21	22	23	24									16	17	18	19	20	21	22
25	26	27	28	29	30	31									23	24	25	26	27	28	29
															30	31					
August 2027							February 2028														
S	M	T	W	T	F	S	August 2 Administrative Day							S	M	T	W	T	F	S	
1	2	3	4	5	6	7	August 3,4,5 Inservice Days									1	2	3	4	5	
8	9	10	11	12	13	14	August 6 Administrative Day							6	7	8	9	10	11	12	
15	16	17	18	19	20	21	August 9 First day for students							13	14	15	16	17	18	19	
22	23	24	25	26	27	28	August 12 Administrative Day							20	21	22	23	24	25	26	
29	30	31					August 26 Staff Dev Day; No school for students - Election Day							27	28	29					
							Sept. 6 Labor Day; School closed for staff & students														
September 2027							Sept. 20 - Staff Dev Day; no school for students							March 2028							
S	M	T	W	T	F	S	Sept. 21 Parent-Teacher Conferences; No school for students							S	M	T	W	T	F	S	
			1	2	3	4	Oct. 8 End of First 9 weeks										1	2	3	4	
5	6	7	8	9	10	11	Oct.11-15 Fall Break; No school for staff & students							5	6	7	8	9	10	11	
12	13	14	15	16	17	18	Nov.2 - Professional Development Day; no school for students							12	13	14	15	16	17	18	
19	20	21	22	23	24	25	Nov. 24 - 26 Holiday; No school for staff & students							19	20	21	22	23	24	25	
26	27	28	29	30										26	27	28	29	30	31		
							Dec. 17 Last day of 1st term; half day for students														
October 2027							Dec. 20 - Dec 31 Holiday; No school for staff or students							April 2028							
S	M	T	W	T	F	S								S	M	T	W	T	F	S	
					1	2	Jan. 3 Staff Dev Day*; no school for students													1	
3	4	5	6	7	8	9	Jan. 4 Students return from break; Second term starts							2	3	4	5	6	7	8	
10	11	12	13	14	15	16	Jan. 17 Holiday; No School for staff & students							9	10	11	12	13	14	15	
17	18	19	20	21	22	23								16	17	18	19	20	21	22	
24	25	26	27	28	29	30	Feb. 21 Staff Dev Day*; No school for students							23	24	25	26	27	28	29	
31														30							
November 2027							March 10 End of 3rd 9 weeks							May 2028							
S	M	T	W	T	F	S	March 20 - March 24 - Spring Break, No school for staff & students							S	M	T	W	T	F	S	
	1	2	3	4	5	6	April 3 Staff Dev Day*; No school for students								1	2	3	4	5	6	
7	8	9	10	11	12	13	April 14 - Good Friday							7	8	9	10	11	12	13	
14	15	16	17	18	19	20	May 4 In-Service Day; No school for students - Election Day							14	15	16	17	18	19	20	
21	22	23	24	25	26	27	May 25 Last day for students, also 1/2 day for students							21	22	23	24	25	26	27	
28	29	30					May 26 Administrative Day for Staff							28	29	30	31				
December 2027								Staff Development Day for Teachers; No students							June 2028						
S	M	T	W	T	F	S		Administrative Day for Teachers; No students							S	M	T	W	T	F	S
			1	2	3	4		Inservice Day for Teachers; No students											1	2	3
5	6	7	8	9	10	11		Parent Teacher Day. No school for students; staff attends							4	5	6	7	8	9	10
12	13	14	15	16	17	18		No school for staff or students							11	12	13	14	15	16	17
19	20	21	22	23	24	25		Half Day for Students; Full Day for Teachers							18	19	20	21	22	23	24
26	27	28	29	30	31			Students first full day of semester													
							6 hours PD must be earned by teachers on their own time														
							* - Staff Development Exchange Day - should we exceed the number of built in snow days, these days will be converted to student days.														

00-049<https://www.vertex42.com/calendars/school-calendar.html>

2027-2028 Survey Comparison

Survey Responses - 2,902

- Parents - 1,884
- Students - 261
- Employees - 614
- Community stakeholders - 143

Results:

Version 1 - 73% , 2,117 votes (+1776 votes)

August 9th Start Date

Full 5 day fall break

No school for students or staff on the Wednesday before Thanksgiving

Full 5 day spring break

6 hours of PD for teachers on their own time.

Version 2 - 27% , 785 votes

August 2nd Start Date

Full 5 day fall break

No school for students or staff on the Wednesday before Thanksgiving

Full 5 day spring break

6 hours of PD for teachers on their own time.



ePlan Home
Search
Reports
Inbox
Planning
Monitoring
Funding
Data and Information
Reimbursement Requests
Project Summary
LEA Document Library
Address Book
TDOE Resources
Help for Current Page
Contact TDOE
ePlan Sign Out

Buttrum, Kirsten

Production
Session Timeout (Hide Timer)
00:29:22

Budget Overview Plus/Minus

Sullivan County Schools (820) Public District - FY 2027 - Title IX McKinney-Vento - Rev 1 - Title IX McKinney-Vento

Go To

Indirect Cost Guide

Total Allocation	\$66,738.70
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$66,738.70
Indirect Cost Rate	1.44%
Max Available Budget In Categories Eligible for Indirect Cost	\$65,791.31
Max Indirect Cost	\$947.39

Filter by Location: All - \$66,738.70

Show Unbudgeted Categories

Account Number	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	Total
Line Item Number				
189 - Other Salaries & Wages	33,000.00	0.00	0.00	33,000.00
201 - Social Security	2,800.00	0.00	0.00	2,800.00
204 - State Retirement	3,000.00	0.00	0.00	3,000.00
206 - Life Insurance	20.00 +\$20.00	0.00	0.00	20.00 +\$20.00
207 - Medical Insurance	4,300.00 -\$20.00	0.00	0.00	4,300.00 -\$20.00
208 - Dental Insurance	75.00	0.00	0.00	75.00
212 - Employer Medicare	450.00	0.00	0.00	450.00
313 - Contracts with Parents			1,000.00	1,000.00
399 - Other Contracted Services	0.00	1,000.00	0.00	1,000.00
499 - Other Supplies and Materials	11,093.70	0.00	0.00	11,093.70
524 - In-Service / Staff Development	10,000.00	0.00	0.00	10,000.00
Total	64,738.70	1,000.00	1,000.00	66,738.70
			Adjusted Allocation	66,738.70
			Remaining	0.00

Go To



Sullivan County
Board of County Commissioners
246th Annual Session

Item
No. 2026-9-

To the Honorable Zane Vanover, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of September, 2026.

RESOLUTION TO AMEND THE ORIGINAL BUDGET FOR THE VOLUNTARY PRE K BUDGET IN THE GENERAL PURPOSE SCHOOL FUND

WHEREAS, Sullivan County Schools has been awarded the Voluntary Pre K Grant for the 2026-2027 school year ; and

WHEREAS, the Board of Sullivan County Commissioners previously recognized and approved an initial budget allocation within the General Purpose School Fund budget; and

WHEREAS, updated grant activities require a revision to the original budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular session, that the General Purpose School Fund budget be amended to reflect the revision of the Pre K Grant funds as follows:

Account Number	Account Description	Amount
46515-735	Early Childhood Education	+16,930.76
73400-116-735	Teachers	+16,931.00
73400-163-735	Educational Assistants	-0.24

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Waiver of Rules Requested

Approved this 17th day of September, 2026.

Attest: _____
Teresa Jacobs, County Clerk

Approve: _____
Zane Vanover, County Mayor

Sponsored By:
Co-Sponsor(s):

ACTIONS:



Sullivan County
Board of County Commissioners
246th Annual Session

Item
No. 2026-9-

To the Honorable Zane Vanover, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of September, 2026.

RESOLUTION TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE ACCEPTANCE AND APPROPRIATION OF THE FY 2027 TN TUTORING GRANT FUNDS

WHEREAS, Sullivan County Schools has been awarded the Fiscal Year 2027 TN Tutoring Grant in the amount of \$78,060.00 from the Tennessee Department of Education; and

WHEREAS, these grant funds will be utilized to support tutoring initiatives, including instructional salaries, training, social security/medicare benefits, and instructional supplies for the Regular Instruction and Support Services programs; and

WHEREAS, this grant requires no local matching funds from Sullivan County; and

WHEREAS, the Sullivan County Board of Education has requested that these funds be formally accepted and appropriated into the school system's operating budget to align with the state-approved ePlan budget overview.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular session, that the General Purpose School Fund budget be amended to reflect the following revenue and expenditure appropriations:

Account Number	Account Description	Amount
46590	Other State Education Funds	\$78,060.00
71100-189	Other Salaries & Wages	\$44,544.00
71100-201	Social Security	\$2,761.73
71100-212	Employer Medicare	\$646.55

71100-429	Instructional Supplies & Mtls	\$23,430.36
71100-499	Other Supplies & Mtls	\$2,177.36
72210-196	In-Service Training	\$4,000.00
72210-524	Staff Development	\$500.00

Waiver of the Rules Requested

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 17th day of September, 2026.

Attest: _____
Teresa Jacobs, County Clerk

Approve: _____
Zane Vanover, County Mayor

Sponsored By:
Co-Sponsor(s):

ACTIONS:



Sullivan County
Board of County Commissioners
246th Annual Session

Item
No. 2026-9-

To the Honorable Zane Vanover, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of September, 2026.

RESOLUTION TO AMEND THE ORIGINAL BUDGET FOR THE GEAR UP GRANT FROM EAST TENNESSEE STATE UNIVERSITY (ETSU) IN THE GENERAL PURPOSE SCHOOL FUND

WHEREAS, Sullivan County Schools has been awarded continuing participation in the GEAR UP Grant program through East Tennessee State University (ETSU) to support student readiness and success; and

WHEREAS, the Board of Sullivan County Commissioners previously recognized and approved an initial budget allocation for the Gaining Early Awareness and Readiness for Undergraduate Programs (**GEAR UP**) grant during the July 2026 regular session and approved an amendment through a resolution during the August 2026 regular session; and

WHEREAS, updated grant activities require a further revision to the original budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular session, that the General Purpose School Fund budget be amended to reflect the revision of the GEAR UP Grant funds as follows:

Account Number	Account Description	Amount
71300-429-725	Instructional Supplies & Mtls	+15,000.00
71300-449-725	Textbooks	-5,000.00
71300-471-725	Software	-5,000.00
72130-524-725	Staff Development	-5,000.00

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Waiver of Rules Requested

Approved this 17th day of September, 2026.

Attest: _____
Teresa Jacobs, County Clerk

Approve: _____
Zane Vanover, County Mayor

Sponsored By:
Co-Sponsor(s):

ACTIONS:



Sullivan County
Board of County Commissioners
246th Annual Session

Item
No. 2026-9-

To the Honorable Zane Vanover, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of September, 2026.

RESOLUTION to Recognize Grant Rollover Funds from the State of Tennessee for Pre-Employment Transition Services

WHEREAS, the Sullivan County Department of Education has entered into a grant contract with the State of Tennessee, Department of Human Services for the provision of Pre-Employment Transition Services to Students with Disabilities; and

WHEREAS, the grant is intended to fund staff positions for transition case managers, transition coaches, and workplace readiness specialists to provide the five (5) Pre-Employment Transition Service activities as detailed in the grant contract; and

WHEREAS, the original grant period runs through September 30, 2026; and

WHEREAS, funds were remaining in the grant at the close of the 2025-2026 fiscal year that remain eligible for spending until September 30, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said rollover funds in the General Purpose School Fund; not to exceed the amount of \$49,037.06. The revenue and expenditure account codes for this are as follows

Account Number	Account Description	Amount
46590	Other State Education Funds	\$49,037.06
71200-100	Salaries	\$36,963.34
71200-200	Employee Benefits	\$12,073.72

Waiver of the Rules Requested

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 17th day of September, 2026.

Attest: _____
Teresa Jacobs, County Clerk

Approve: _____
Zane Vanover, County Mayor

Sponsored By:

Co-Sponsor(s):

ACTIONS:



Sullivan County
Board of County Commissioners
242nd Annual Session

Item
No. 2026-9-

To the Honorable Zane Vanover, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of September, 2026.

RESOLUTION to Recognize and Accept a Grant from the State of Tennessee for Pre-Employment Transition Services

WHEREAS, the Sullivan County Department of Education has entered into a grant contract with the State of Tennessee, Department of Human Services for the provision of Pre-Employment Transition Services to Students with Disabilities; and

WHEREAS, the grant is intended to fund staff positions for transition case managers, transition coaches, and workplace readiness specialists to provide the five (5) Pre-Employment Transition Service activities as detailed in the grant contract; and

WHEREAS, it is the intent of the Sullivan County Department of Education to officially recognize, accept, and utilize these funds in accordance with the terms and conditions set forth in the grant contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds in the General Purpose School Fund; not to exceed the amount of \$210,080. The revenue and expenditure account codes for this are as follows

Account Number	Account Description	Amount
46590	Other State Education Funds	\$210,080.00
71200-100	Salaries	\$158,336.72
71200-200	Employee Benefits	\$51,743.28

Waiver of the Rules Requested

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 17th day of September 2026.

Attest: _____
Teresa Jacobs, County Clerk

Approve: _____
Richard S. Venable, County Mayor

Sponsored By: Joyce Crosswhite
Co-Sponsor(s): Matthew Johnson

ACTIONS: