

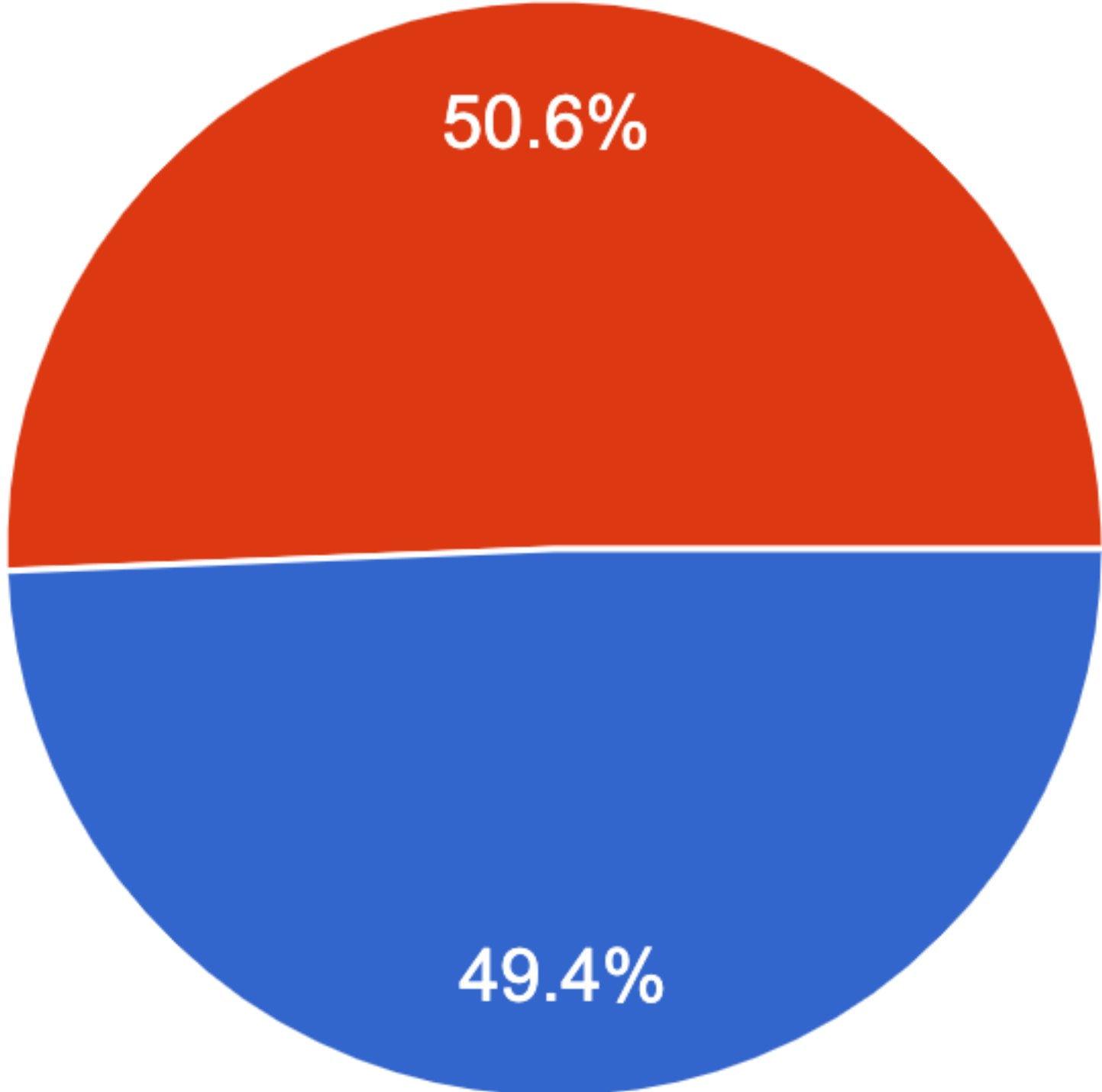


Board of Education Regular Meeting
September 5, 2019 6:30 PM
Central Office Board Room
154 Blountville Bypass
Blountville, TN 37617

1. Call to Order
2. Election of Chair and Vice Chair
3. Approval of the Agenda
4. Consent Agenda
 - a. Meeting Minutes from August 8, 2019
 - b. Field Trip Requests
 - c. Copier Lease Agreement - Holston Elementary
 - d. Emmett Elementary Credit Card Resolution
5. Public Comment - Agenda Items
6. Communications to the Board
 - a. Director's Report
 - a. MYON Winners - Dr. Robin McClellan
 - b. Data Presentation - Dr. Robin McClellan, Mr. William Miller, Dr. Brent Palmer
 - c. School Projects Update - Ms. Dineen West
 - b. Board Chairman Report
7. Unfinished Business
 - a. Policy 1.804 Alcohol and Drugs in the Workplace - Adoption on 2nd Reading
 - b. Policy 2.601 Fundraising Activities - Adoption on 2nd Reading
 - c. Policy 4.605 Graduation Requirements - Adoption on 2nd Reading
 - d. Policy 5.605 Staff Gifts and Solicitations - Adoption on 2nd Reading
 - e. Policy 6.200 Attendance - Adoption on 2nd Reading
 - f. Holston Warehouse Property - Mr. Pat Hull
8. New Business
 - a. Policy 2.403 Surplus Property Sales - Review on 1st Reading
 - b. Policy 3.201 Safety - Review on 1st Reading
 - c. Policy 3.202 Emergency Preparedness Plan - Review on 1st Reading
 - d. Policy 3.204 Threat Assessment - Review on 1st Reading
 - e. Policy 5.701 Substitute Teachers - Review on 1st Reading
 - f. 2020-2012 School Calendar - Ms. Angie Buckles
9. Public Comment - Non-agenda Items
10. Adjournment

Please pick your calendar choice

1,507 responses



- Calendar A
- Calendar B

Sullivan County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: <h2 style="margin: 0;">Graduation Requirements</h2>	Descriptor Code: 4.605	Issued Date: 04/03/18
		Rescinds: 4.605	Issued: 06/01/15

1 To meet the requirements for graduation, a student shall have attained an approved attendance, conduct
 2 and subject matter record which covers a planned program of education, and such record shall be kept
 3 on file in the high school.

4 The program of studies shall include areas and content in these areas within State Board of Education
 5 Regulations.

6 Before high school graduation, every student shall achieve units of credit as specified in the Sullivan
 7 County Student's Rights and Responsibilities Handbook and the following:¹

- 8 1. Achieve the specified 28 units of credit (or the maximum possible less 4);
- 9 2. Take the required end of course exams;
- 10 3. Have satisfactory records of attendance and conduct;
- 11 4. Take the ACT or the SAT prior to graduation;² and
- 12 5. ~~Complete~~ Pass a United States civics test.³

13 Each student must take the following core curriculum:

- | | |
|--|--|
| 14 English4 credits | Math.....4 credits |
| 15 Science.....3 credits | 16 Social Studies.....4 credits |
| 17 Fine Arts.....1 credit | 18 Foreign Language..... 2 credits (same language) |
| 19 Physical Education....1 credit (or 2 or more years of JROTC or fall Band classes and/or Winter Guard) | |
| 20 Lifetime Wellness.....1 credit (or 2 years JROTC classes containing wellness curriculum) | |
| 21 Elective focus.....3 credits above the core requirements | |

22 Math credits must include: Algebra I, Geometry, Algebra II, and an upper level math
 23 credit. Students must take a math class every year.

24 Science credits must include: Biology (Life Science), Chemistry or Physics, and
 25 another laboratory science credit.

26 Social Studies credits must include: U.S. History, U.S. Government/Economics,
 27 Personal Finance, World History or World Geography. (Successful completion of 3
 28 years of JROTC substitutes for Personal Finance credit.)

29 The fine arts and foreign language requirements may be waived for students who are
 30 sure they are not going to attend a University and be replaced with courses designed
 31 to enhance and expand the elective focus.

32 Students completing a Career Technical focus must complete the minimum of three
 33 units in the same program area.

1 The Regular Diploma will be awarded to students who earn the required, specified 28 units of credit
2 (or the maximum possible less four) in accordance with the Rules and Regulation of the State Board of
3 Education and the local Board of Education.

4 **SPECIAL EDUCATION STUDENTS⁴**

5 Special education students who earn the State Board of Education prescribed twenty-two (22) credit
6 minimum shall be awarded a regular high school diploma

7 *Special Education Diploma*

8 A special education diploma shall be awarded to students who have not met the requirements for a
9 regular high school diploma, but have:

- 10
11 1. Completed four (4) years of high school;
12 2. Made satisfactory progress on their IEP; and
13 3. Maintained satisfactory records of attendance and conduct.

14 *Occupational Diploma*

15 Special education students who do not meet the requirements for a regular high school diploma may be
16 awarded an occupational diploma if the student has:^{1,4}

- 17
18 1. Completed at least four (4) years of high school;
19 2. Made satisfactory progress on their IEP;
20 3. Maintained satisfactory records of attendance and conduct;
21 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
22 (SKEMA); and
23 5. Has two (2) years of paid or non-paid work experience.

24 The decision to attain an occupational diploma shall be made at the conclusion of the student's 10th
25 grade year or two (2) academic years prior to the expected graduation date.

26 Students who have received a special education diploma or an occupational diploma shall continue to
27 make progress towards a regular high school diploma until the end of the school year in which they
28 turn twenty-two (22) years old.

29 *Alternate Academic Diploma (Beginning with students entering the ninth (9th) grade in 2018.)*

30 Special education students (those with the most significant cognitive disabilities) who do not meet the
31 requirements for a regular high school diploma may be awarded an alternate academic diploma if the
32 student has:⁴

- 33
34 1. Completed at least four (4) years of high school;
35 2. Participated in the high school alternate assessments;
36 3. Earned the prescribed twenty-two (22) credits minimum;
37 4. Made satisfactory progress on their IEP;
38 5. Maintained satisfactory records of attendance and conduct; and
39 6. Completed a transition assessment that measures post-secondary education and training,
40 employment, independent living, and community involvement.

41 The required credits may be earned either through the state-approved standards or through alternate
42 academic diploma course requirements defined by the Department of Education.

1 A student who earns an alternate diploma shall continue to be eligible for special education services
2 under IDEA until the student receives a regular high school diploma or through the school year in
3 which the student turns twenty-two (22).

4 **STUDENT LOAD**

5 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a
6 minimum of five units of credit for graduation per year. Students with hardships and gifted students
7 may appeal this requirement to the director of schools and then to the board.⁶

8 **GRADUATING WITH HONORS**

9 Students who attain at least 3.0 or higher grade point average on a 4.0 scale and who score at or above
10 all the subject area readiness benchmarks on the ACT or equivalent score on the SAT may graduate
11 with honors.

12 **GRADUATING WITH DISTINCTION⁷**

13 Students will be recognized as graduating with "distinction" by attaining a "B" 3.0 on a 4.0 scale
14 average and completing at least one of the following:

15 **District Distinction**

- 16
17 1. Met graduation requirements
18 2. Obtained an overall grade point average of at least 3.0 or higher on a 4.0 scale
19 3. Earned an industry certification in his/her career interest category or a regionally recognized
20 industry certification

21 **State Distinction**

- 22
23 1. Participate in at least one of the Governor's Schools
24 2. Participate in one of the state's All State musical organizations
25 3. Be selected as a National Merit Finalist or Semi-Finalist
26 4. Attain a score of 31 or higher composite on the ACT or SAT equivalent
27 5. Attain a score of 3 or higher on at least two advanced placement exams
28 6. Earn 12 or more semester hours of transcribed post-secondary credit
29 7. Earn a national recognized industry certification
30 8. Successfully complete the International Baccalaureate Diploma Program

31 32 **Work Ethic Diploma**

33 Students will be recognized at graduation with Work Ethic Diploma as specified in the Sullivan
34 County Student's Rights and Responsibilities Handbook.

35 **MOVE ON WHEN READY⁸**

36 The Move on When Ready Act provides public high school students who wish to graduate more than a
37 semester early the opportunity to graduate high school early and gain entry into a post-secondary
38 institution.

39 In order to graduate earlier than one semester, students must meet the following requirements:

- 40
41 1. Earn the required eighteen (18) credits;

- 1 2. Scores at the on-track or mastered level on each End of Course assessment taken (excluding
 - 2 EOC's taken during final semester prior to early graduation);
 - 3 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
 - 4 4. Meet the minimum ACT or SAT benchmark score;
 - 5 5. Obtain a qualifying benchmark score on a foreign language proficiency assessment; and
 - 6 6. Complete at least two (2) early post-secondary courses (EPSO's).
- 7 The director of schools shall develop administrative procedures to ensure that the Move on When
- 8 Ready early graduation program is conducted in accordance with state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(1)(a); State Board of Education Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.03(6)
7. State Board of Education Policy 2.103
8. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Class Ranking 4.602

HOLSTON ELEMENTARY SCHOOL

2348 HIGHWAY 75 ** BLOUNTVILLE, TN 37617

LESLIE MCCLAIN

Secretary

SCHOOL PHONE: 423-354-1550

SCHOOL FAX: 423-354-1555

LESLEY A. FLEENOR, ED.D.

Principal

WESLEY KINCHELOE

Administrative Assistant

TRACY VAUGHN

Bookkeeper

423-354-1551

Dr. Cox and School Board Members,

Holston Elementary School is submitting a Bid Tabulation for a 60-month contract for a new copier lease and maintenance contract. We are requesting to enter a contract with Tri-City Business Machines based on the following:

- *Tri-City Business Machines has served as our provider for five plus years, for both our administrative copier and our faculty copier.*
- *Tri-City Business Machines has always surpassed our expectations in maintenance, as well as, customer service.*
- *Tri-City Business Machines' proposal is the most cost-effective, per month, as well as, per copy.*

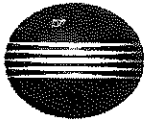
Thank you for your consideration of this request. If you need additional information, please let me know.



Lesley Fleenor, Ed.D.

Principal

Holston Elementary School



KONICA MINOLTA

Tri-City Business Machines
2125 East Center Street
Kingsport, Tennessee 37664
Phone - 423-245-8821 - Fax - 423-245-6405



Holston Elementary School
2348 Tennessee 75 #1
Blountville, TN 37617

Tracy:

Tri-City Business Machines appreciates this opportunity to quote pricing for your copier needs. The following is for your consideration.

Konica Minolta Bizhub 558e Copier/Printer/Scanner

- 55 Pages per minute B/W
- Dual Scan document feeder – 300 sheet capacity
- Color scanning at 240 pages per minute
- 2 -550-sheet paper drawers
- 1 – 2,500 sheet paper drawer
- 1 - 150 sheet bypass
- Multi – Position Staple Finisher with 2/3 Hole punch
- Banner Printing – print four feet by one foot banners for 50 cents
- Bizhub Secure Platinum Data Security – more information below

Leasing:

60 months, fair market value purchase option, 0 down Per month \$125.93
Service not included

Service costs: includes parts, labor and toner

Bizhub 558e 7 \$0.005 per copy

Bizhub Secure Platinum Data Security

This device comes with the Bizhub Secure Platinum Data Security Option installed.
This device complies with the Family Educational Rights and Privacy Act as well as US DoD security standards
This device deletes and **overwrites** temporary image data three times

Overwriting — also known as file wiping or shredding — changes the values of the bits on the disk that make up a file by overwriting existing data with random characters. By overwriting the disk space that the file occupied its traces are removed.

Before we return the device to the leasing company all hard drives will be formatted and you will be given a signed certification of format.

A brochure further outlining Bizhub Secure Platinum Data Security is included in this proposal.

Thanks again for this opportunity. If you have further questions, please contact me at 245-8821.

Sincerely,

Jeff Fink



Sullivan County Department of Education
Administrative Form

FORM: 2.807.F1 Bid Tabulation EFFECTIVE DATE: 07/01/2012

1. Tri-City Business Machines

2. Appalachia Communications

3. Saratoga

Dept. Holston Elementary School
REQ'N NO. _____
DELIVER TO _____
FOR New Copier Lease

Item No.	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Konica Minolta Bizhub 558e - 55 pages/minute - 2-550 sheet paper drawers	\$6734 ⁰⁰	125.93 / 60 mos. lease								
2.	Toshiba e-Studio 5018d - 50 pages/minute - 2-550 sheet paper drawer	\$6689 ⁰⁰	128.50 / 60 mos. lease								
3.	Sharp MX-M5050 - 50 pages/minute - 2-550 paper drawers			\$7147.29	147.52 / 60 mos. lease						

- \$0.009

Lease Agreement Number: _____



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 CIT Bank, N.A.

Equipment Description

Quantity	Description	Equipment Address
1	Konica Minolta Bizhub 558e	2348 TN 75, Blountville, TN 37617

For additional equipment and accessories, attach addendum.

Equipment Supplier Name, Address and Phone: Tri-City Business Machines Co., Inc. 2125 East Center St., Kingsport, TN 37664 423-245-8821

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 \$125.93 (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 Advance

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.

Lessee

Sullivan, County of
Lessee Legal Name

Lessee "Doing Business As" Name
2348 TN 75, Blountville, TN 37617

Billing Street Address
Blountville, TN 37617

Billing City, State, Zip
423-354-1550

Billing Contact Name & Phone No.

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; and
- (iv) 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

Lessee Legal Name

X
Authorized Signature

X
Date Signed

Print Signer's Name

Print Signer's Title

Federal Tax ID Number

LESSOR: CIT Bank, N.A.
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature

Date Signed

Printed Name

Print Title

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on the front of this 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 is effective on the date that it is accepted and signed by us and the term of this Lease starts on the same date, or a later date reasonably calculated by us ("Commencement 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. You will pay us "interim" rent from the date the Equipment is delivered to you until the Commencement Date calculated by multiplying the monthly Lease payment by 1/30th for each date during the interim rent period. The first Lease Payment is due 30 days after the Commencement Date. 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. 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 not move the Equipment without our prior written consent, not to be unreasonably withheld. If we consent to a move, 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. Unless you purchase the Equipment in accordance with a purchase option granted to you on the front 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, and expenses of disinstalling, crating, shipping, and insuring 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 Sales/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 as more fully set forth herein. 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 remitted 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 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; or (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8.

9. REMEDIES: If a Default occurs, we may do one or more of the following (a) we may cancel or terminate this Lease 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 or trespass or any other reason; and (e) 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. 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 these rights at a later time.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we 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 not 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 granted to you under your purchase contract. You acknowledge that such Software enhances the value of the Products. Where required by the Software owner, you agree to execute a separate license agreement with the owner for the use of the Software ("License Agreement"). We do not have any obligations under the License Agreement. However, you have granted us certain rights under this Lease on which the software is loaded and 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/patient, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, 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. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no 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. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 63B et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. (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.



NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Lease Agreement No. _____ dated _____, 20____ (the "Lease"), is by and between CIT Bank, N.A. (Lessor) and Sullivan, County of (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the 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 therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's 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 that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. The Lessee and Lessor agree that they intend the Lease to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the _____ day of _____ 20_____.

CIT Bank, N.A.
(Lessor)

Sullivan, County of
(Lessee)

By _____
(Date)

By _____
(Date)

Name/Title _____

Name/Title _____

Sullivan County Department of Education

2020-2021

Academic Year Calendar

Graduating students prepared for college and creer who are productive community members.

July 20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 20						
Su	M	Tu	W	Th	F	Sa
						1
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23	24	25	26	27	28	29
30	31					

September 20						
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27	28	29	30			

October 20						
Su	M	Tu	W	Th	F	Sa
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25	26	27	28	29	30	31

November 20						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 21						
Su	M	Tu	W	Th	F	Sa
					1	2
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31						

February 21						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
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28						

March 21						
Su	M	Tu	W	Th	F	Sa
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28	29	30	31			

April 21						
Su	M	Tu	W	Th	F	Sa
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25	26	27	28	29	30	

May 21						
Su	M	Tu	W	Th	F	Sa
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23	24	25	26	27	28	29
30	31					

June 21						
Su	M	Tu	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
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August 21						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Events

423-354-1000	PO BOX 306 Blountville, TN 376
The SCDE testing calendar is posted at www.sullivank12.org	
July 27	Administrative Day All Teach
July 28,29,30	Inservice Days All Teachers
July 31	Administrative Day All Teach
Aug. 3	First Day of School
August 6	Staff Development Day
Sept. 7	Labor Day
Sept. 8	Parent-Teacher Conference Day
Oct. 6	End of First 9 Weeks
Oct. 12-16	Fall Break
Nov. 3.	Election Day No School
Nov. 25-27	Thanksgiving Break
Dec. 18.	1/2 Day for Students and End of First 9 Weeks
Dec. 21-Jan. 1	Closed for Holidays
Jan.4	Inservice Day
Jan. 5	First Day of Second Term (Full Day of School)
Jan. 18	Staff Development Day
Feb. 8	Parent-Teacher Conference Day
Feb. 26-March 1	Winter Break
March 11	End of Third 9 Weeks
March 29-April 2	Spring Break
May 20	1/2 Day for Students and End of Second 9 Weeks
May 21	Administrative Day

Progress report dates are: Sept. 6, Nov. 17, Feb. 9, April 1
 Report card dates are: Oct. 21, Jan. 11, March 19, May 21
 We have 11 built in days in case of inclement weather.

Draft Calendar

- No school for students or staf
- Staff development day; students do not attend
- Inservice day; students do not attend
- 1/2 Day for Students
- First day of school for the term
- Parent-Teacher Conference Day
- Administrative Day; students do not attend

Sullivan County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="margin: 0;">Safety</h2>	Descriptor Code: 3.201	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 In accordance with board policy, the principal of each school shall develop procedures for keeping school
 2 facilities safe and free from hazards.¹

3 All employees shall report current and potential hazards to their immediate supervisor(s).

4 Each principal is responsible for seeing that safety is a part of the instructional program of the school as required
 5 by law.¹

6 The safety program shall include:

- 7 • Fire prevention;
- 8 • Accident prevention;
- 9 • Warning systems;
- 10 • Emergency drills;
- 11 • Emergency closing;
- 12 • Traffic safety;
- 13 • Traffic and parking controls;
- 14 • Safety inspections;
- 15 • First aid; and
- 16 • Disaster preparation.

17 Only students assigned to the school, the staff of the school, parents of students, and other persons with lawful
 18 and valid business shall enter onto the grounds or into the buildings of a school during the hours of student
 19 instruction. All staff members shall report all persons appearing to be improperly on school premises to the
 20 principal.²

21 The principal shall secure assistance from law enforcement officials when he/she deems it necessary in order to
 22 maintain order or security. **In addition, the Director of Schools or his/her designee shall provide the local**
 23 **law enforcement agency with all safety and security plans.**³

Legal References

1. TCA 49-6-804; TCA 49-6-1003
2. TCA 49-6-2008(a), (b)
3. TCA 49-6-804(c)

Cross References

- Visitors to the School 1.501
 Emergency Preparedness Plan 3.202
 Care of School Property 6.311

Monitoring: Review: Annually, in August	Descriptor Term: Alcohol & Drugs in the Workplace	Descriptor Code: 1.804	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Any employee who violates the terms of this policy shall be subject to disciplinary action, including
3 but not limited to, suspension, dismissal, and/or referral for prosecution.

4 The Director of Schools shall be responsible for providing a copy of this policy to all school district
5 employees.

6 **DEFINITIONS**

7 “Workplace” shall include any school building or any school premise; any school-owned or any other
8 school-approved vehicle used to transport students to and from school or school activities; and off-
9 school property during any school-sponsored or school approved activity, event, or function.

10 “Illegal drugs” shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate,
11 marijuana, or any other controlled substance as defined by federal law.²

12 **“Unauthorized drugs” shall include, but are not limited to, inhalants; any designer, synthetic,**
13 **derivative, analogous, or "look-alike" substances that are manufactured, designed, or intended**
14 **to resemble and/or mimic the effects of illegal drugs; any legally prescribed drugs being used in a**
15 **manner for which they were not intended or prescribed including, but not limited to, the use of**
16 **prescription drugs prescribed for another individual; and any lawful substances that could result**
17 **in impairment of physical or mental capacity that is threatening to the health or safety of the**
18 **employee or others.**³

19 **“Alcohol” shall include, but is not limited to, spirits, liquor, wine, beer, and any liquid**
20 **containing alcohol as defined by state and federal law.**⁴

21 **ALCOHOL & DRUG-FREE WORKPLACE**

22 No employee while on or in the workplace shall unlawfully manufacture, distribute, dispense, possess,
23 use, or be under the influence of any illegal or unauthorized drugs¹ or any alcohol.⁵

Legal References

1. Drug Free Workplace Act of 1988, 41 USCA § 8103
2. 21 USCA § 812
3. TCA 49-5-1003
4. TCA 57-4-102; 26 USCA § 5002
5. TCA 39-17-715

Cross References

- Supervision 5.108
Drug & Alcohol Testing for Employees 5.403
Drug-Free Schools 6.307

Sullivan County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Fundraising Activities	Descriptor Code: 2.601	Issued Date: 04/04/17
		Rescinds: 6.701	Issued: 04/10/12

1 *General*

2 The following general guidelines shall be followed:

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

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

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

6 **LOTTERIES**

7 No fundraising activity shall be conducted which distributes prizes or makes awards to winners from
8 among purchasers of chances by means of tickets through a random selection process.²

9 **ONLINE FUNDRAISING**

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

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

19 **FUNDRAISING FOR NONEDUCATIONAL PURPOSES**

20 **On approval of the principal, an employee may be authorized to raise and use funds for the**
21 **following noneducational purposes:**

- 22 1. **Bereavement support;**
- 23 2. **Award recognition;**
- 24 3. **Employee morale;**
- 25 4. **Banquets; or**
- 26 5. **Other situations at the principal's discretion.**

27 **These funds shall be derived from vending machine revenue, donations, or any other faculty**
28 **specific fundraiser.**

29 **The Director of Schools shall develop administrative procedures regarding the receipt,**
30 **disbursement, accounting, and auditing of these noneducational funds. The Director of Schools**
31 **shall ensure that the procedures are consistent with board policy and state law and disseminate**
32 **them to all employees.**

33

- | | |
|---|---|
| 1. <i>Tennessee Internal School Uniform Accounting Policy Manual</i> , Section 4-30, 4-31 | Revenues 2.400 |
| 2. <i>Tennessee Internal School Uniform Accounting Policy Manual</i> , Section 4-32 | School Support Organization 2.404 |
| 3. Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003) | Audits 2.703 |
| 4. Public Acts of 2019, Chapter No. 134 | Vendor Relations 2.809 |
| | Student Activity Funds Management 2.900 |
| | Staff Gifts and Solicitations 5.605 |

Sullivan County Board of Education

Monitoring:

Review: Annually, in April

Descriptor Term:

Attendance

Descriptor Code:

6.200

Issued Date:

10/02/17

Rescinds:

6.200

Issued:

08/04/14

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

3 The attendance supervisor shall oversee the entire attendance program which shall include:¹

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

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

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

- 17 1. Personal illness;
- 18 2. Illness of immediate family member;
- 19 3. Death in the family;
- 20 4. Extreme weather conditions;
- 21 5. Religious observances;⁴
- 22 6. College visits;
- 23 7. Pregnancy with physicians excuse, may be eligible for six (6) weeks of homebound
24 instruction (per Policy 4.206);
- 25 8. School sponsored or school endorsed activities⁷
- 26 9. Summons, subpoena, or court order; or

1 10. Circumstances which in the judgment of the principal create emergencies over which the
2 student has no control.

3 The principal shall be responsible for ensuring that:⁵

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

10 **TRUANCY**

11 ~~Truancy is defined as an absence for an entire school day, a major portion of the school day or the~~
12 ~~major portion of any class, study hall or activity during the school day for which the student is~~
13 ~~scheduled.~~

14 ~~Students who are absent five (5) days without adequate excuse will be reported to the director of~~
15 ~~schools who will, in turn, provide written notice to the parents/guardians of the student's absence.⁵ The~~
16 ~~director of schools/designee shall also comply with state law regarding the reporting of truant students~~
17 ~~to the proper authorities.⁵ In addition, the principal/designee shall initiate meaningful communications~~
18 ~~with the student and parent(s)/guardian(s) in order to determine the underlying cause(s) of the~~
19 ~~unexcused absences. The principal/designee shall then develop an attendance plan and coordinate~~
20 ~~additional services designed to improve the student's attendance.⁺⁺~~

21 ~~Upon notification that a student has been absent ten (10) days without adequate excuse, the~~
22 ~~principal/designee shall attempt to meet in person with the student and parent(s)/guardian(s) to~~
23 ~~determine the appropriate services needed to improve the student's attendance. The principal/designee~~
24 ~~shall document all communication attempts and refine the attendance plan as needed.⁺⁺~~

25 ~~The Board shall determine annually and include in the school calendar a plan for using three (3)~~
26 ~~abbreviated school days and the procedures for making up missed instructional days. In addition, the~~
27 ~~Board shall determine annually whether to use flexible scheduling for kindergarten students.~~

28 **TRUANCY**

29
30 **Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s)**
31 **that attendance at school is required. Students shall be present at least fifty percent (50%) of the**

1 scheduled school day in order to be counted present. Students may attend part-time days,
2 alternating days, or for a specific amount of time as indicated in their Individualized Education
3 Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is
4 required to participate in a remedial instruction program outside the regular school day where
5 there is no cost to the parent(s)/guardian(s) and the school district provides transportation,
6 unexcused absences from these programs shall be reported in the same manner.⁷

7
8 A student who is absent five (5) days without adequate excuse shall be reported to the Director of
9 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the
10 student's absence. If a parent/guardian does not provide documentation within adequate time
11 excusing those absences, or request an attendance hearing, then the Director of Schools shall
12 implement the progressive truancy intervention plan described below prior to referral to
13 juvenile court.

14
15 Progressive Truancy Intervention Plan⁸

16
17 Prior to referral to juvenile court, the following progressive truancy intervention plan will be
18 implemented.

19
20 Tier I

21
22 Tier I of the progressive truancy intervention plan shall include the following:

- 23
24 1. A conference with the student and the student's parent(s)/guardian(s);
25 2. An attendance contract, based on the conference, signed by the student, the
26 parent(s)/guardian(s), and an Attendance Supervisor/designee. The contract shall
27 include:
28 a) A specific description of the school's attendance expectations for that student;
29 b) The period for which the contract is effective; and
30 c) Penalties for additional absences and alleged school offenses, including additional
31 disciplinary action and potential referral to juvenile court; and
32 3. Regularly scheduled follow-up meetings to discuss the student's progress.

33
34 Tier II

35
36 If a student accumulates additional unexcused absences in violation of the attendance contract in
37 Tier I, the student will be subject to Tier II.

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

5
6 Tier III

7
8 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

9
10 These interventions shall be determined by a team formed at each school. The interventions shall
11 address student needs in an age-appropriate manner. Finalized plans shall be approved by the
12 Director of Schools/designee.

13
14 Non-School Sponsored Extracurricular Activity⁹

15
16 A principal/designee may excuse a student to participate in non-school sponsored
17 extracurricular activities. The principal shall document the approval in writing and shall excuse
18 no more than ten (10) absences each year. No later than seven (7) business days prior to the
19 student's absence, the student shall provide documentation to the school as proof of the student's
20 participation along with a written request for the excused absence from the student's
21 parent/guardian. The request shall include the following:

22
23 Student's name and personal identification number;

24 Student's grade;

25 The dates of the student's absence;

26 The reason for the student's absence; and

27 The signatures of the student and parent/guardian.

28
29 RELEASED TIME COURSE¹⁰

30
31 A principal/designee may excuse a student to attend a course in religion moral instruction for up
32 to one (1) class period per school day. Students shall not be excused during any class which
33 requires an examination for state or federal accountability purposes.

34
35 The student shall submit a written consent form signed by the student's parent/guardian prior to
36 participation in the released time course. The principal/designee shall document the approval in
37 writing. The student shall provide documentation to the principal/designee as proof of the
38 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-half (1/2) unit of elective credit.

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

MILITARY SERVICE OF PARENT/GUARDIAN

School principals shall provide students with a one-day excused absence prior to the deployment of and a one-day excused absence upon the return of a parent or custodian serving active military service. Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a parent or 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 schoolwork missed during the these absences.¹⁰

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.

School Functions

School functions will not count as an absence from school. School functions must be approved by school administrators prior to the activity designated as a school function.

STATE-MANDATED TESTS/END OF COURSE EXAMS⁸

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

6 CREDIT/PROMOTION DENIAL

7 Credit/promotion denial determinations may include student attendance, however student attendance
8 may not be the sole criterion.⁹ However, if attendance is a factor, prior to credit/promotion denial, the
9 following shall occur:

- 10 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due
11 to excessive absenteeism.
- 12 2. Procedures in due process are available to the student when credit or promotion is denied.
13

14 DRIVER'S LICENSE REVOCATION ²

15 More than ten (10) consecutive or fifteen (15) reported absences (unexcused) by a student during any
16 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.
17 In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in
18 at least two (2) subjects or their equivalency at the conclusion of a subsequent grading period.

19 ATTENDANCE HEARING

20 ~~An attendance committee appointed by the principal will conduct a hearing to determine if any~~
21 ~~extenuating circumstances exist or to determine if the student has met attendance requirements that~~
22 ~~will allow him/her to pass the course or be promoted.⁹ Upon notification of the attendance committee~~
23 ~~decision, the principal shall send written notification to the director of schools/designee and the~~
24 ~~parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences.~~
25 ~~The notification shall advise parent(s)/guardian(s) of their right to appeal such action within two (2)~~
26 ~~school days to the director of schools/designee.~~

27 ~~The appeal shall be heard no later than ten (10) school days after the request for appeal is received.~~
28 ~~Within five (5) school days of the director of schools/designee rendering a decision, the student's~~
29 ~~parent(s)/guardian(s) may request by the Board, and the Board shall review the record. Following the~~
30 ~~review, the Board may affirm or overturn the decision of the director of schools/designee. The action~~
31 ~~of the Board shall be final.~~

- 1 ~~The director of schools/designee shall ensure that this policy is posted in each school building and~~
 2 ~~disseminated to all students, parents, teachers and administrative staff.~~

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. 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.

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.

Legal References

1. TRR/MS 0520-01-03-.08(1)(a); TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(1)(c)
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
10. TCA 49-2-130; Public Acts of 2019, Chapter No. 272
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17

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
- Students in Foster Care 6.505
- Students from Military Families 6.506
- Student Records 6.600

Sullivan County Department of Education

2020-2021

Academic Year Calendar

Graduating students prepared for college and creer who are productive community members.

July 20						
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October 20						
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February 21						
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30	31					

June 21						
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July 21						
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August 21						
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Events

423-354-1000	PO BOX 306 Blountville, TN 376
The SCDE testing calendar is posted at www.sullivank12.org	
Aug. 3	Administrative Day All Teachers
Aug. 4,5,6	Inservice Days All Teachers
Aug. 7	Administrative Day All Teachers
Aug. 10	First Day of First Term (Full Day of School)
Sept. 7	Labor Day
Sept. 10	Parent-Teacher Conference Day
Oct. 9	End of First 9 Weeks
Oct. 12-16	Fall Break
Nov. 3	Staff Development Day
Nov. 25-27	Thanksgiving Break
Dec. 23	1/2 Day for Students and End of First 9 Weeks
Dec. 24-Jan. 1	Closed for Holidays
Jan. 4	First Day of Second Term (Full Day of School)
Jan. 18	Staff Development Day
Feb. 11	Parent-Teacher Conference Day
March 4	Inservice Day All Teachers
March 5	Winter Break Day
March 11	End of Third 9 Weeks
March 29-April 2	Spring Break
May 20	1/2 Day for Students and End of Second 9 Weeks
May 21	Administrative Day

Progress report dates are: Sept. 8, Nov. 19, Feb. 11, April
 Report card dates are: Oct. 26, Jan. 11, March 19, May 21
 We have 11 built-in days in case of inclement weather.

Draft Calendar 2

- No school for students or staf
- Staff development day; students do not attend
- Inservice day; students do not attend
- 1/2 Day for Students
- First day of school for the term
- Parent-Teacher Conference Day
- Administrative Day; students do not attend

Click here to choose a school board.

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

1 *General*

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment.¹ The Director of Schools shall appoint the
5 members of the threat assessment team.

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

8 **TEAM MEETINGS**

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

10 **RECORDKEEPING¹**

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

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

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

Legal References

1. Public Acts of 2019, Chapter No. 394

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Sullivan County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Staff Gifts and Solicitations	Descriptor Code: 5.605	Issued Date: 04/10/12
		Rescinds:	Issued:

1 GIFTS

2 Employees of the Board shall not accept gifts from students unless the gifts are of token value only.

3 Individual employees of the Board will refrain from giving gifts to staff members who exercise
4 administrative or supervisory jurisdiction over them, ~~either directly or indirectly. The collection of~~
5 ~~money for group gifts is discouraged except in special circumstances such as bereavement, serious~~
6 ~~illness, or for mementos at retirement.~~

7 Employees are prohibited from accepting things of material value from individuals, companies or
8 organizations doing business with the school system. Exceptions to this policy are the acceptance of
9 minor items which are generally distributed to all by the companies through public relations programs.

10 SOLICITATIONS

11 No organization may solicit funds from employees within the schools. Flyers or other materials related
12 to fund drives shall not be distributed through the schools without the written approval of the director
13 of schools.

14 Employees ~~will~~ shall not be made responsible for the collection of any money or the distribution of any
15 fund drive literature within the schools unless such activity has the director of schools' written
16 approval.

17

Cross References

Advertising and Distribution of Materials in Schools 1.806
Fundraising Activities 2.601
Vendor Relations 2.809
Staff Conflicts of Interest 5.601
Student Solicitations/Fund-Raising 6.701
Student Gifts 6.710

Click here to choose a school board.

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

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

3 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general
4 circulation at least seven (7) days prior to the sale.

5 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be
6 disposed of without the necessity of bids. In order for such disposal without bids, the Director of
7 Schools and the Board Chair shall agree in written form that the property is of no value or is of less
8 value than five hundred dollars (\$500).²

9 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district,
10 the Board shall approve other methods of disposal.³

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

13 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁴**

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

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

Legal References

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. TCA 49-6-2007; Public Acts of 2019, Chapter No. 413
3. TCA 12-2-403(a)
4. 2 CFR § 200.313

Cross References

- Duties of Officers 1.201
Inventories 2.702
Textbooks 4.401

Sullivan County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 09/14/17
		Rescinds: 3.202	Issued: 08/08/16

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

5 The principal of each school shall develop and implement emergency preparedness drills which shall
6 be approved by the director of schools. When appropriate, such drills shall be held in conjunction with
7 emergency response agencies. These procedures shall be in written form and distributed to all staff,
8 students and parents.

9 The principal shall be responsible for ensuring that one fire drill requiring full evacuation is given
10 every month during the school year with an additional fire drill to be conducted within the first ~~fifteen~~
11 ~~(15)~~ **thirty (30 full** days of school.² He/she shall ensure that an intruder drill is conducted within the
12 first thirty (30) days of school. He/she shall also ensure that three (3) additional safety drills are given
13 during the school year.³ These drills may cover inclement weather, earthquakes, armed intruders or
14 other emergency drills that do not require full evacuation. A record of all fire or safety drills, including
15 the time and date, shall be kept in each school's office.³ Additionally, he/she shall ensure that four (4)
16 fire safety educational announcements are conducted throughout the year.²

17 **ARMED INTRUDER DRILLS**

18 The director of schools or his/her designee shall ensure that each school safety team conducts at least
19 one (1) armed intruder drill annually in coordination with local law enforcement.⁴

20 **AED DRILLS**

21 Any school with an AED shall conduct a CPR and AED drill to ensure students are aware of the steps
22 that must be taken in the event of a medical emergency. The principal shall be responsible for ensuring
23 the drill occurs.⁵

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

26 **MEDICAL EMERGENCIES/PANDEMIC FLU**

27 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
28 and consult with the local and state health departments and other local emergency or healthcare
29 providers in protecting students and the community from further infection. The director of schools
30 shall develop procedures for health emergencies in accordance with state law and regulations.⁶

Legal References

1. TRR/MS 0520-1-3-.03(18)
2. Public Acts of 2017, Chp. No. 451
3. TCA 68-102-137(b), (f)
4. Public Acts of 2017, Chp. No. 313
5. TCA 49-2-122(b)(2)(A); TCA 49-6-1208
6. Tennessee Department of Health Pandemic Influenza Response Plan,
http://health.state.tn.us/ceds/PDFs/2006_PanFlu_Plan.pdf

Cross References

Emergency Closings 1.8011
Community Use of School Facilities 3.206

Sullivan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Personal Property Sales	Descriptor Code: 2.403	Issued Date: 04/10/12
		Rescinds: 2012	Issued: 05/07/07

1 *General*

2 Consistent with State law, when equipment, books, materials, and other personal property no longer
3 have an intended use by the system or are no longer capable of being used because of condition, the
4 Board or Executive Committee shall declare them surplus property and authorize their disposal.¹

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Legal References

1. TCA49-6-2006; TCA 49-6-2007; TCA 49-6-2208;
TCA 12-2-403(a)(1)-(4)
Education Department General Administration
Regulations (EDGAR) 43 Subtitle A Part 80.32
34 CFR 80.3-52

Cross References

Inventories 2.702

Sullivan County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 12/03/12
		Rescinds: 5.701	Issued: 04/10/12

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.^{1,2}
2 Substitute teachers may be employed and paid directly by the board of education or by a third party
3 public or private employer through an agreement between such third party employer and the board of
4 education. Substitute teachers employed by third party entities shall be subject to the same
5 unemployment benefit eligibility conditions as substitute teachers employed directly by the board of
6 education.²

7 APPLICATION/QUALIFICATIONS

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

9 Applicants whose records with the State Department of Education indicate a license or certificate
10 currently in revoked statuses shall not be hired.⁴

11 Qualifications for substitute teachers shall be a high school diploma or equivalent. Two years of
12 college is preferred.

13 A list of substitute teachers will be prepared by the personnel director who will maintain files which
14 may include transcripts, credentials, recommendations and other pertinent information.

15 COMPENSATION

16 The compensation of substitute teachers is determined annually by the Board.

17 CERTIFICATION

18 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a
19 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be
20 taught.⁵ When substituting for a teacher without sick leave, the substitute shall be certified and paid
21 according to the state salary schedule.¹

22 Retired teachers may substitute one-hundred twenty (120) days per year without loss of retirement
23 benefits,¹ and may substitute for additional ~~ninety (90)~~ days if the director of schools certifies in
24 writing to the State Board of Education that no other qualified personnel are available to substitute
25 teach.⁶

26

27

1 EMERGENCY NEEDS

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

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

8 TRAINING AND ORIENTATION

9 The Director of Schools shall be responsible for ensuring that there are appropriate training and
10 development programs for substitute teachers.

11 RESPONSIBILITIES

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

14 RE-EMPLOYMENT/TERMINATION

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

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

Legal References

1. TRR/MS 0520-1-2-.04 (6)
2. TCA 49-5-709
3. TCA49-5-413
4. TCA49-2-203(a)
5. TCA 49-3-312(14)(B); TRR/MS 0520-1-2-.04(b)
6. TCA 8-36-805