

School Year 2026-27 Agreement to Administer the School Nutrition Program(s)

School Breakfast Program – Child Nutrition Grant (ALN 10.553)
National School Lunch Program – Child Nutrition Grant (ALN 10.555)
Seamless Summer Option – Child Nutrition Grant (ALN 10.555)
Afterschool Snack Program – Child Nutrition Grant (ALN 10.555)
Special Milk Program – Child Nutrition Grant (ALN 10.556)

This Agreement (“Agreement”) exists to achieve the purposes of: (1) the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. §§ 1751-1760) and regulations governing the National School Lunch Program (7 C.F.R. Parts 210 and 245) and (2) the Child Nutrition Act of 1966, as amended (7 U.S.C. §§ 1771-1985), and regulations governing the School Breakfast Program (7 C.F.R. Parts 220 and 245) and (3) the Special Milk Program for Children (7 C.F.R. Part 215); (4) Public Law 105-336 authorizing reimbursement for snacks, (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (formerly known as the Seamless Summer Food Service Program); (6) Public Law 108-265 to amend the National School Lunch Act and Child Nutrition Act of 1966 to provide children with increased access to food and nutrition assistance, to simplify program operations and improve program management; (7) Public Law 111-296 the Healthy, Hunger-Free Kids Act of 2010; (8) 2 C.F.R. Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) which stipulates allowable and unallowable expenses in the non-profit School Nutrition Program; (9) Tennessee Code Annotated (T.C.A.) Title 49, Chapter 6, Part 23 governing the operation of the School Nutrition Programs within the state of Tennessee; and (10) State Board of Education rules, regulations, and minimum standards for the operation of the public school system, Chapter 0520-01-06 governing the operation of the Child Nutrition Programs within the State of Tennessee. Those responsible for administering School Nutrition Programs must adhere to all regulations found under 2 C.F.R. Part 200 relating to procurement within the National School Lunch Program and all associated school meal programs.

The Tennessee Department of Education, hereinafter referred to as the “State Agency (SA),” and the School Food Authority (SFA), listed below, hereinafter referred to as the “SFA” agree to comply with the conditions of this Agreement which are based on public laws, regulations, statutes, policies, procedures and best practices that govern the School Nutrition Programs to be operated by the SFA. The State Agency (SA) and SFA are referred to as “Parties” established by this Agreement.

The State Agency (SA)

- a. Agrees that to the extent of funds available, it shall reimburse the SFA in connection with meals, snacks and milk served to children in the indicated program(s) in schools, institutions or sites included in the Agreement and/or amended Agreement during the effective period of this Agreement; agrees that during any fiscal year, the amount of reimbursement paid to the SFA for meals and snacks served to children in each school, institution or site shall not exceed the amount equal to the number of meals or snacks by types (free, reduced, paid), served to children, multiplied by the assigned rates;
- b. Agrees that it will supply, in writing or electronically, to the SFA's School Nutrition Program Administrator, all changes, additions, and deletions to federal and state regulations and policies of the Tennessee Department of Education and State Board of Education that govern the operation of the programs;
- c. Will operate in accordance with U.S. Department of Agriculture nondiscrimination policy, which prohibits discrimination on the basis of race, color, national origin, sex, age, disability or any other category protected under federal civil rights laws;
- d. Reserves the right to disallow any claim for reimbursement, to withhold School Nutrition funds and/or to recover any School Nutrition funds which are used in a manner that is not in accordance with the applicable laws and regulations or the terms of this Agreement; and
- e. Shall execute this Agreement.

The School Food Authority (SFA)

- a. Application. A person appointed as an official for the SFA shall make a written application to the State Agency (SA) for any school in which it desires to operate the program. Applications shall provide the State Agency (SA) with sufficient information to determine eligibility. The SFA shall also submit for approval a Free and Reduced Price Policy Statement in accordance with 7 C.F.R. Part 245.
- b. Agreement. The Parties establish this Agreement, as each SFA approved to participate in the program is required under 7 C.F.R. § 210.9 to enter into a written agreement with the State Agency (SA) that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State Agency (SA) to suspend or terminate this Agreement in accordance with 7 C.F.R. § 210.25. The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 C.F.R. Parts 200, 210, 215, 220, and 245. This Agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:
 1. Maintain a nonprofit school nutrition program and observe the requirements for and limitations on the use of nonprofit school nutrition program revenues set forth in 7 C.F.R. § 210.14 and limitations on any competitive school food service as set forth in 7 C.F.R. § 210.11 and SBE Rule 0520-06-.04;
 2. Per 7 C.F.R. § 210.14 (b): Limit its net cash resources in the School Nutrition Program to an



- amount that does not exceed three (3) months average expenditures for its nonprofit School Nutrition Program or such other amount as may be approved by the State Agency (SA) in accordance with 7 C.F.R. § 210.19 (a)(1). An SFA seeking to exceed three (3) months average expenditures in its nonprofit school food service account will need State Agency approval. The State Agency (SA) has approved for net cash resources in the School Nutrition Program to not exceed six (6) months' average expenditures for its nonprofit School Nutrition Program account;
3. Agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months' operating expenses as outlined in Tenn. Code Ann. § 49-6-2305 Reserve Fund;
 4. Maintain a system of financial accounting as prescribed under 7 C.F.R. §§ 210.14, 220.13 and Part 225;
 5. Comply with uniform administrative requirements, cost principles, and audit requirements of federal awards in 2 C.F.R. Part 200 as applicable;
 6. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 C.F.R. §§ 210.10 and 220.8;
 7. Price meals as a unit;
 8. Adult meal pricing must follow the requirements stated in the USDA-Food and Nutrition Services (FNS) Instruction 782-5;
 9. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 C.F.R. Part 245;
 10. Comply with the requirements of Provision 2, the Community Eligibility Provision, and reimbursement alternatives if applicable;
 11. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price, and paid meals served to eligible children in accordance with 7 C.F.R. Parts 210 and 220. Agree that the SFA official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 C.F.R. §§ 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension, or termination of the program as specified in 7 C.F.R. 210.25 regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity the penalty specified in 7 C.F.R. §§ 210.26 and 220.19 shall apply;
 12. Count the number of free, reduced-priced, and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency (SA);
 13. Submit claims for reimbursement in accordance with 7 C.F.R. §§ 210.8 and 220.11;



14. Comply with the requirements of the United States Department of Agriculture regulations regarding nondiscrimination (FNS Instruction 113-1 and 7 C.F.R. Parts 15, 15a, 15b);
15. Not discriminate against any child because of his or her eligibility for free or reduced-price meals in accordance with the approved Free and Reduced-Price Policy Statement;

The program applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. §§ 12131-12189);
- vi. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 C.F.R. Part 15 et seq.);
- vii. Department of Justice Enforcement Guidelines (28 C.F.R. Parts 35, 42, and 50.3);
- viii. Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement; and
- ix. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as

needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Program applicant.

16. Enter into an agreement with the United States Department of Agriculture to receive donated foods as required by 7 C.F.R. Part 250;
17. Maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations, and comply with the food safety requirements of 7 C.F.R. §§ 210.13 and 220.13;
18. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the United States Department of Agriculture;
19. Maintain necessary facilities for storing, preparing, and serving food;
20. Upon request, make all accounts and records pertaining to its school food service available to the State Agency (SA) and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
21. Maintain files of currently approved and denied free and reduced-price applications, which must be readily retrievable by the SFA;
22. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 C.F.R. § 245.6(b)(5), which must be readily retrievable by the SFA. Documentation for direct certification must include information obtained directly from the appropriate state or local agency, or other appropriate individual, as specified by FNS, that:
 - i. A child in the Family, as defined in 7 C.F.R § 245.2, is receiving benefits from SNAP, FDPIR, or TANF, as defined in § 245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - ii. The child is a homeless child as defined in 7 C.F.R § 245.2;
 - iii. The child is a runaway child as defined in 7 C.F.R § 245.2;
 - iv. The child is a migrant child as defined in 7 C.F.R § 245.2; or
 - v. The child is a Head Start child as defined in 7 C.F.R § 245.2.

23. Retain the individual applications for free and reduced-price meals and meal supplements submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified under 7 C.F.R. § 210.9(b)(17);
 24. Retain direct certification documentation for record keeping related to CEP cycles, documentation for established CEP cycles must be maintained for the duration of the cycle and 3 years beyond the final claim as specified under 7 CFR 245.6(e) and the CEP guidance manual; and
 25. No later than December 31 of each year, provide the State Agency (SA) with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced-price meals as of the last operating day the preceding October. In addition, each SFA shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.
- c. Afterschool care requirements. Those SFAs with eligible schools (as defined in 7 C.F.R. § 210.10(o)(1)) that elect to serve afterschool snacks during afterschool care programs must agree to:
1. Serve afterschool snacks that meet the minimum requirements prescribed in 7 C.F.R. § 210.10;
 2. Price the afterschool snack as a unit;
 3. Serve afterschool snacks free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced-price school meals under 7 C.F.R. Part 245;
 4. If charging for meals, the charge for a reduced-price afterschool snack must not exceed 15 cents;
 5. Claim reimbursement at the assigned rates only for afterschool snacks served in accordance with this Agreement;
 6. Claim reimbursement for no more than one afterschool snack per child per day;
 7. Review each afterschool care program two times a year; the first review must be made during the first four weeks that the afterschool snack program is in operation each school year; except that an afterschool care program operating year-round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter;
 8. Agree to provide organized, regularly scheduled activities in a structured and supervised environment, including an educational or enrichment activity; and
 9. Comply with all requirements of 7 C.F.R. Part 210, except that claims for reimbursement

need not be based on "point of service" meal supplement counts (as required by 7 C.F.R. § 210.9(b)(9)).

- d. Seamless Summer Option (SSO). Those SFAs with eligible schools and sites that elect to serve meals and meal supplements with the seamless summer option, shall agree to:
1. Feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). The National School Lunch Act at 42 U.S.C. § 1761(a)(8) allows public and non-profit School Food Authorities/Local Educational Agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 C.F.R. Parts 210, 220, and 225 for this option;
 2. Apply with the location and description of the option site, percentage of Free/Reduced-price meals, type of site, and method of advertisement;
 3. Adhere to the special provisions of the Seamless Summer Option, which are described in the following sections below (4-23);
 4. Demonstrate financial and administrative capability for Program operations and accept final financial and administrative responsibility for total Program operations at all sites;
 5. Follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites;
 6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
 7. Closed enrolled a site of which is open to only enrolled children, as opposed to the community at large, which at least 50 percent of enrolled children at the site are eligible for free or reduced-price school meals under National School Lunch Program and School Breakfast Program, as determined by approval of application in accordance with 7 C.F.R. 225.15(f), or on the basis of documentation the site meets the definition of "Areas in which poor economic conditions exist, referred to as area eligible;"
 8. The SFA will not claim any meals under the seamless option at any site without receiving prior approval from the State Agency (SA);
 9. All persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at 7 C.F.R. § 225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at 7 C.F.R. § 225.2) those persons over age 18 who meet the State Agency (SA) definition of mentally or physically disabled persons and who participate in a public or nonprofit school program established for the mentally or physically disabled;
 10. The SFA/LEA will follow NSLP meal service requirements for lunch and/or afterschool snacks (7 C.F.R. § 210.10) and SBP meal service requirements (7 C.F.R. § 220.8) for breakfast. With State

Agency (SA) approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches;

11. Meals will be counted at the point of service;
 12. Second meals are not reimbursable and may not be claimed;
 13. Production and menu records will be maintained that show compliance with meal requirements;
 14. The designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours) or exempted by the State Agency (SA) through appropriate waiver requests;
 15. The SFA/LEA may allow "offer versus serve" meals at SSO sites;
 16. Off-site consumption of meals shall not be allowed, except as part of an authorized scheduled event, such as a planned field trip, or if the site is approved to operate non-congregate feeding in rural areas;
 17. The number and types of meals will comply with SFSP requirements at 7 C.F.R. § 225.16(b), as described below in sections # 18-23;
 18. All sites except camps or migrant sites: With State Agency (SA) approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include either (1) one meal each day: a breakfast, a lunch, or a snack; or (2) two meals each day, if one is a lunch and the other is a breakfast or a snack. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day;
 19. There will be no charge for meals served to eligible participants;
 20. Meals at all approved SSO sites, except camps, will be served free to all children in accordance with 7 C.F.R. § 225.6(e)(4) of the SFSP regulations;
 21. The SFA/LEA may claim meals at the "free" rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State Agency (SA), may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe needed breakfast rate will continue to receive this differential;
 22. On the monthly claim filed with the State Agency (SA), the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites; and
 23. The SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel.
- e. The Fresh Fruit and Vegetable Program (FFVP) allows selected schools to receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day.

The following conditions must be met:

1. These fresh fruits and vegetables must be provided separately outside of the lunch or breakfast meal service times, in one or more areas of the school during the official school day;
2. All schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables;
3. Schools with the highest free and reduced-price enrollment will be selected;
4. Yearly training with any updates shall be available to all FFVP schools;
5. Selected schools must meet the following criteria: be an elementary school, represent the highest percentage of students certified for free and reduced-price benefits, participate in the NSLP, complete an annual application and/or update for the FFVP;
6. A per-student allocation of \$50-\$75 per year will be made;
7. Provide a serving of fruit or vegetable only to teachers who are directly responsible for serving the fruit or vegetable;
8. Submit a monthly claim for reimbursement;
9. May use no more than ten (10) percent of your school's total grant for administrative costs; and
10. Receive reimbursement for the costs of purchasing, preparing, and serving fresh fruits and vegetables to children in your schools.

The State Agency (SA) and the SFA mutually agree that:

- a. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.
- b. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the School Nutrition Programs.
- c. For the purpose of this Agreement, the following terms will mean respectively:
 1. *Adult*: the department interprets adult to mean a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under twenty-one (21) chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools;
 2. *Child*: means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in

paragraph (a) and (b) of the definition *school* including students with a disability who participate in a school program established for persons with disabilities ; (b) a person under twenty-one (21) chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of school; or (c) for afterschool care programs, persons aged 18 and under at the start of the school year, and persons of any age with a disability who participate in a school program established for persons with disabilities;

3. *Meals*: means food served at a school under the indicated programs that meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch, or snack;
 4. *Non-profit School Food Service*: means meal service operated by the SFA for the benefit of children, all the income from which is used solely for the operation or improvement of such meal service and for no other purpose;
 5. *School*: (a) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or non-profit private ownership in a single building or complex of buildings; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the state or a subordinate level of the government, with the exception of residential summer camps, which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes;
 6. *School food authority* means the governing body responsible for the administration of one or more schools, institutions, or sites, and that has the legal authority to operate the NSLP, the SBP, the Special Milk Program, the SSO and/or the Afterschool Snack Program therein.
- d. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30; This must be signed by the Director of Schools and maintained at the SFA level. Approval in the Tennessee: Meals, Accounting, and Claiming (TMAC) system will be made as soon as SFAs submit the appropriate information through the TMAC system.
 - e. The SFA/LEA shall comply with all requirements of 7 C.F.R. § 245.6(f) when disclosing students' free and reduced-price eligibility status without parental consent. This includes the requirement that SFAs/LEAs may only disclose such information to persons determined to be "directly connected" with the administration or enforcement of a federal education program, state education program, state health program, or a means-tested nutrition program, as well as to persons directly connected with the Comptroller General Office or law enforcement for an authorized activity. Eligibility information shall not be made generally available to all school officials. Only individuals with a legitimate "need to know" to provide a service or carry out an authorized activity may access or use eligibility information. Teachers, guidance counselors, principals, or other school officials who are not helping under the appropriate statutory or regulatory requirements

cannot have access to eligibility information. The SFA/LEA is responsible for determining whether it is legally permissible and appropriate for an individual to have access to and/or disclose students' free and reduced-price eligibility information.

- f. State agencies, SFAs/LEAs, and schools must also ensure data systems, records, and other means of accessing a student's eligibility status are limited to officials directly connected with administration or enforcement of federal or state program or activity. Online data systems shall have a masking or de-identification capability to prevent unauthorized access to free and reduced-price eligibility status.
- g. The State Agency (SA) may withhold Federal School Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the State Agency (SA) may also withhold Federal School Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of a USDA mandated review, an Additional Administrative Review (AAR) or Technical Assistance (TA) Review; the State Agency (SA) may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with the SFA; any termination of the Agreement by the State Agency (SA) shall be in accordance with applicable laws and regulations.
- h. The terms of this Agreement shall not be modified or changed in any way other than by written amendment, agreed to in writing by both parties hereto.

Policy Statement for Providing Free and Reduced Price Meals to Students

This document is part of the Agreement between the SFA and the SA to administer the School Nutrition Programs.

The SFA accepts responsibility for providing **free and reduced-price meals and/or free milk and afterschool snacks** to eligible children in the schools under its jurisdiction.

The SFA assures the Tennessee Department of Education that the school district will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the SFA agrees to the following provisions:

- A. Serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in SNAP (formerly Food Stamp Program) or Families First also called Temporary Assistance for Needy Families (TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other federally-approved status as described in a policy memorandum issued by the United States Department of Agriculture, entitles them for categorical eligibility for free meals, or whose participation in Medicaid indicates a household income equivalent to an income eligible for free meals;
- B. Serve meals at a reduced price to children from households whose income is at or below the reduced-price meal eligibility scale listed in the current income eligibility guidelines and/or use other available resources for the student co-pay for reduced price breakfast meals (\$ 0.30 per meal) or paid meals to serve breakfast meals at no charge to students who are eligible for reduced price meals or paid meals;
- C. Ensure reduced price charges for lunch and breakfast are at or below the maximum reduced price allowed by regulations. Reduced price charges for lunch shall be set at \$.40 or less, reduced price breakfast shall be set at \$ 0.30 or less, and reduced-price snacks shall be served at \$ 0.15 or less;
- D. Ensure food is not used as a means of rewarding or punishing students for any purpose;
- E. Ensure no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced-price meals shall not be distributed, published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced-price meals shall not be required to:
 1. Work for their meals;

2. Use separate dining room areas;
 3. Go through a separate serving line;
 4. Enter the dining room through a separate entrance;
 5. Eat meals at a different time; or
 6. Eat a meal different from the one sold to children paying the full price, or be denied a meal.
- F. Operate the School Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex, age, or disability.
- G. Authorize the School Nutrition Administrator/Designee to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the current school year NSLP income eligibility guidelines, which are updated annually. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based USDA guidance. (Note: The Determining Official may not serve as the Hearing Official. See Item K.)
- H. Develop and make available to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced-price meals, at the beginning of each school year. The school system must develop a procedure and keep it on file for disseminating applications (school packets, email, website, or combination, etc.). This procedure must define if applications will be paper or electronic and how they will be returned. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided with an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, the child's eligibility for free or reduced-price meals will be transferred to, and honored by, the receiving school. Parents or guardians will be notified within ten (10) working days of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Use data from the State Agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free or reduced-price meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

The Healthy, Hunger-Free Kids Act of 2010, Public Law 111-296, amended Section 9(b)(5) of the Richard B. Russell National School Lunch Act to allow certification of a foster child for free meals, without application, if the local educational agency or other child nutrition program institution obtains documentation from an

appropriate state or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the state. The foster child is categorically eligible and may be certified without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on the same household application that includes their non-foster children. This will streamline the application process and may help the foster family's non-foster children qualify for free or reduced-price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as FNS, Temporary Assistance for Needy Families (TANF), Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification in a language that parents and guardians can understand, to the extent practicable, which shall include the following:

1. Reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application).
 2. Notification of the right to appeal the denial of benefits.
 3. Specific instructions on how to appeal.
 4. Statement reminding parents that they may reapply for free and reduced-price benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the LEA level.)
- I. Select and verify by November 15 the eligibility of a sample of the approved free and reduced-price applications on file as of October 1. The SFA further agrees to maintain the following records relating to verification for a period of three (3) years:
1. Total number of applications on file as of October 1st.
 2. Documentation of the sample selection.
 3. Summary of all verification activities and outcomes.
- J. Conduct a second-party review of applications to ensure the applications are complete and benefits are accurately issued if a computerized system is not used.
- K. Identify individuals within the district who are authorized to serve as liaisons in the following areas:

- Migrant
- Homeless/Runaway
- HeadStart
- EvenStart
- FosterChild

These liaisons will be authorized to provide official, accurate information to the SFA's determining official for the purpose of determining categorical eligibility for students who meet pre-established criteria.

- L. Designate a Hearing Official to establish and use a fair hearing procedure under which:
1. A household can appeal against a decision made on the original application.
 2. A household can appeal an adverse action made because of verification of an application.
 3. The SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced-price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

Hearing Procedure

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly announced, simple method for making an oral or written request for a hearing;
2. An opportunity to be assisted or represented by an attorney or other person;
3. An opportunity to examine, prior to and during the hearing, the documents, and records presented to support the decision under appeal;
4. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to its time and place;

5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference;
 6. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witness(s);
 7. That the hearing will be conducted, and the decision will be made by an official who did not participate in the decision under appeal (or any previous conference);
 8. That the decision of the hearing official will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record;
 9. That the parties concerned, and any designated representative thereof be notified in writing of the decision;
 10. That for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision; and
 11. That such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- M. Submit a public/press release annually to notify the public of the process for applying for free and reduced-price meal benefits. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced-price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so.
- N. Establish a written procedure to collect money from children who pay for their meals and milk and to account for the number of free, reduced-price, and full-price and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such a procedure or the identity of the children receiving free or reduced-price meals or free milk.
- O. Submit to the Tennessee Department of Education, School Nutrition Program, Andrew Johnson Tower, 710 James Robertson Parkway, Nashville, TN 37243-0389, or email to School.Nutrition@tn.gov any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.

Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFAs School Year 2026-27

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2026-27 Agreement and Free and Reduced-Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide by the provisions set forth in the Agreement and Policy Statement.

Campbell County
[Name of SFA]

[SFA Agr #]

System UEI Number: GEDAKXD3RH21

Indirect Cost Rate: 12.49%

On behalf of the School Food Authority:

Director of Schools:

[Print]

[Signature]

[Date]

School Nutrition Program Administrator:

Jamie Gillum
[Print]

Jamie Gillum
[Signature]

[Date]

On behalf of the Tennessee Department of Education:

State Director, School Nutrition Program:

Joshua Nunnally
[Print]

[Signature]

[Date]

NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After completing the automated Agreement renewal process, reviewing the Agreement and the Policy Statement, please sign in blue ink or utilize an electronic signature and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming (TMAC) system.



Local Agriculture Products Compliance Plan School Year 2026-27

Tenn. Code Ann.
§ 49-6-2303(6)

[Name of SFA]

[SFA Agr #]

I/we certify to the Tennessee Commissioner of Education that the School Nutrition Program was implemented according to this plan for compliance and that we will make efforts to:

- _____ Make available to our school nutrition program local agriculture products, freshness, and transportation costs to be considered;
- _____ Allow flexible bidding process to assist farmers to bid competitively on portions of a given bid, rather than the entire bid; and
- _____ Require that all food provided for public school use meet or exceed food safety standards for commercial food operations

Each local school board shall submit this plan for compliance 60 days prior to the beginning of the school year. In the subsequent school year, each local school board shall submit modifications to this plan 60 days prior to the beginning of the school year.

On behalf of the School Food Authority:

Director of Schools:

[Print]

[Signature]

[Date]

School Board Chairperson:

[Print]

[Signature]

[Date]

NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After reviewing the Local Agriculture Products Compliance Plan, please sign in blue ink or utilize an electronic signature and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming (TMAC) system.



USDA Debarment Certification and SFA Agreement School Year 2026-27

The USDA Debarment Certification is required to administer the School Nutrition Programs. Complete the USDA certification below to verify that the subrecipient is not excluded or disqualified in accordance with 2 C.F.R. § 180.300.

Please complete the attached USDA certification form as part of the agreement package.



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.inlake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

141-71300-189-TCAT1 Spring 2026 SALARY SUPPLEMENTS

Employee	TCRS	Rate	WAGES	Social Sec	TCRS	Med	Total
JAY DAVIS	Hybrid	16.65%	\$ 2,098.20	\$ 130.09	\$ 188.84	\$ 30.42	\$ 2,447.55
RASHAWN ELLISON	Hybrid	16.65%	\$ 2,849.35	\$ 176.66	\$ 256.44	\$ 41.32	\$ 3,323.77
RODNEY DUNHAM	Legacy	13.42%	\$ 516.12	\$ 32.00	\$ 29.78	\$ 7.48	\$ 585.38
CHAD SEIBERS	Hybrid	16.65%	\$ 1,398.80	\$ 86.73	\$ 125.89	\$ 20.28	\$ 1,631.70
TIFFANY ADKINS	Legacy	13.42%	\$ 5,807.34	\$ 360.06	\$ 335.08	\$ 84.21	\$ 6,586.69
ANDY BAIRD	Hybrid	16.65%	\$ 2,174.03	\$ 134.79	\$ 195.66	\$ 31.52	\$ 2,536.01
CHRIS RALSTON	Hybrid	16.65%	\$ 2,785.00	\$ 172.67	\$ 250.65	\$ 40.38	\$ 3,248.70
JAMES SKEANS	Hybrid	16.65%	\$ 6,798.89	\$ 421.53	\$ 611.90	\$ 98.58	\$ 7,930.91
CARLA STANLEY	Legacy	13.42%	\$ 204.73	\$ 12.69	\$ 11.81	\$ 2.97	\$ 232.21
EMILLY YADEN	Legacy	13.42%	\$ 722.56	\$ 44.80	\$ 41.69	\$ 10.48	\$ 819.53
Total			\$ 25,355.02	\$ 1,572.02	\$ 2,047.75	\$ 367.66	\$ 29,342.45

Campbell County Board of Education

Attendance

6.200

Attendance is a key factor in student achievement, and therefore, students are expected to be present each day school is in session. The Campbell County School System believes attendance is vital to one's educational experience. A student who is truant is deprived of valuable instructional time, social-emotional benefits, sense of acceptance, and belonging to the school community. Tennessee requires compulsory education for all students ages six (6) until graduation. The Director of Schools/designee shall develop appropriate administrative procedures to implement this policy.

The District Attendance Supervisor shall oversee the entire attendance program which shall include:

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 is withdrawn from school.

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(s)/guardian(s).

TRUANCY

General

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 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 system provides transportation, unexcused absences from these programs shall be reported in the same manner.

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 does not provide documentation within adequate time (within five days of the absence) excusing those absences, or request an attendance hearing, then the Director of Schools shall implement the progressive truancy intervention plan described below prior to referral to juvenile court.

Absences pertaining to truancy shall be classified as either excused or unexcused.

Excused absences shall include:

1. Personal illness/injury with documentation provided to the school on the day of return;
2. Death in the family;
3. Religious observances;
4. Chronic illness, including pregnancy related issues, physician visits, and birth, verified by a licensed medical provider practicing in Tennessee;
5. Summons, subpoena, or court order;
6. Circumstances which in the judgment of the principal create emergencies over which the student has no control; or
7. School endorsed activities.

The principal shall be responsible for ensuring that:

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, to include notes from physicians or additional documentation provided by parents/guardians;
5. A written waiver request process is publicized at each school for students and parents of chronically ill students;
6. System-wide procedures for accounting and reporting are followed; and
7. Students are afforded an opportunity to make-up time for missed classes due to excused absences.

Students shall be present at least fifty (50%) percent of the scheduled school day to be counted present.

Chronic Absenteeism and Progressive Truancy Intervention Plan

Chronic absenteeism interventions are designed to notify students and parents/guardians of the accumulating number of absences a student has accrued and allows the school to aid in ensuring the student does not reach the level of chronic absenteeism. The frequency and pace of absences trigger interventions. Interventions are tiered and escalated when the student is on a trajectory to meet or exceed chronic absenteeism. Communication between the parent/guardian and the school is imperative.

Situational awareness is a vital component of the intervention process. Before interventions occur, the student's prior attendance record will be reviewed, and the pacing of current absenteeism will be considered. A history of chronic absenteeism, or a rapid number of absences over a brief time, may expedite intervention steps. Principal discretion and situational awareness will be exercised.

Tier 1 (0-2 Absences)

Tier I shall apply to all students within the district and include school-wide prevention-oriented supports to assist with satisfactory attendance such as but not limited to, connecting with students and parents, creating a welcoming school climate, handouts to students and families, analyzing school and student data for attendance patterns, recognizing attendance issues early, daily announcements about good attendance, information in the newsletter/newspaper, and on social media. These supports must be published annually to parents and students prior to the start of the school year. All schools will begin the truancy intervention process on the first day of the student's enrollment.

Tier II (3-4 Absences)

Tier II shall be implemented after the student accumulates three (3) absences, but before referral to juvenile court. The principal/designee may contact the student and the parent/guardian to discuss their absences. The school may inform the parent/guardian of the district's chronic absenteeism intervention, school transportation options, and support services available to students and families.

Tier III (5-7 Absences)

Tier III shall be implemented if interventions under Tier II are unsuccessful, and the student accumulates five (5) absences. An individualized attendance plan may be developed for the student if the principal/designee believes it would assist with managing additional absences and mitigate chronic absenteeism. Previous absenteeism, attendance record, and the pace of the accumulated absences shall be considered in the individualized attendance plan. The individualized plan shall include the supports that will be provided to the student and family to address the factors that may be causing, or contributing to, the student's continued absence from school. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s), and the Attendance Supervisor/designee will be implemented. The contract shall include:

1. A specific description of the school's attendance expectations for the student.
2. The period for which the contract is effective.
3. Penalties for additional absences, including additional disciplinary action, and potential referral to juvenile court.

Tier IV (8-11 Absences)

Tier IV shall be implemented at: A) eight (8) absences or B) if previous tiers are unsuccessful with a student and the school can document that the student's parent or guardian is unwilling to cooperate with the intervention plan, then a referral to the Campbell County Juvenile Court's Truancy Tribunal. Evidence that a parent/guardian is unwilling to cooperate can include, but is not limited to, a parent/guardian's failure or refusal, on more than two (2) occasions, to attend conferences with school staff, failure to return telephone calls, failure to attend follow-up meetings, failure to enter into an individualized attendance plan and/or or actively participate in any of the tiers of the truancy plan.

Tier V (12 or More Absences)

Students with twelve (12) or more absences, at the discretion of the principal and/or Attendance Supervisor, may be restricted from participating in school sanctioned events, including field trips, special programs, recognitions, prom, formal, clubs and organizations, interscholastic athletics, and any other school or district sanctioned events until attendance has improved or at the discretion of the Attendance Supervisor.

Additional consequences for students with twelve (12) or more absences may include:

1. A petition to the Campbell County Juvenile Court.
2. Primary Care Physician provides medical documentation verifying chronic illness.
3. Restrictions by Campbell County Schools for the following academic year or until the student demonstrates successful compliance with attendance requirements.

DRIVER'S LICENSE REVOCATION

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

SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY

Students who are absent on the day of the school sponsored extracurricular activity, without documented reason other than those listed above, shall not be permitted to participate in the school sponsored extracurricular activity. This shall include, but is not limited to athletic practices, athletic competitions/games, club activities, prom, formal, dances, etc.

NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY

The Attendance Supervisor may excuse a student to participate in non-school sponsored extracurricular activities. The Attendance Supervisor 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.
6. Signature and approval of the students' teachers.

Upon review of the request, the Attendance Supervisor will notify the parent of approval/denial of the request for excused absence.

RELEASED TIME COURSE

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.

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.

MILITARY SERVICE OF PARENT/GUARDIAN

School principals shall provide students with five (5) days of excused absence prior to the deployment or 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/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 these absences.

MAKE-UP WORK

Students who have excused absences from school may turn in any make-up work within 5 days of the date they return to school. Any work that is not turned in within five (5) days will result in a docked grade at the discretion of the teacher, up to a grade of zero (0). It is the responsibility of the student to request make-up work from each teacher when they return to school.

All missed class work or tests from an unexcused absence may be made up at the principal's discretion.

STATE-MANDATED ASSESSMENT

Students who are absent on the day of the scheduled EOC 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 EOC exam.

Students who have an unexcused absence shall receive a failing grade on the EOC exam, which shall be averaged into their final grade.

CREDIT/PROMOTION DENIAL

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

1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of credit/promotion denial due to excessive absenteeism.
2. Procedures in due process are available to the student when credit or promotion is denied.

ATTENDANCE HEARING

Students with excessive absences of more than twelve (12) unexcused absences or those in danger of credit/promotion denial shall have the opportunity to appeal to an attendance hearing committee appointed by the Attendance Supervisor. 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's 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.

Legal References

Cross 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

10. TCA 49-2-130

11. Public Acts of 2025, Chapter No. 401

12. TCA 49-6-3019

13. TCA 49-2-203(b)(7); TCA 49-6-3002(b)

14. TRR/MS 0520-01-02-.17(7)

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

Attendance During Postsecondary Visits

While postsecondary school visits are not required, any high school student wishing to participate in a postsecondary school visit during the school year shall submit to the principal/designee prior notice from the parent/guardian specifying the date of the school visit. The parent(s)/guardian(s) of the student shall be responsible for facilitating any postsecondary school visits and for ensuring the safety of the student during the visit.

Students in 9-12th grade are allowed to attend three (3) college visits per year. The college visits will be counted as a field trip with proper documentation turned into the attendance office. The principal/designee shall count the student present for no more than three (3) days each school year for students participating in a postsecondary school visit. The student shall be counted present for the day of the postsecondary school visit and shall not be counted present during any travel days.

To be counted present, students must print and complete a College Visit Form with the signature of their parent/guardian, school counselor, each of their teachers, and the school's attendance designee prior to the postsecondary visit. Upon returning from the postsecondary visit, the student must submit to the school's attendance designee, a signed letter from a campus official verifying that the visit to the postsecondary school occurred.

Campbell County Board of Education

Homebound Instruction

Policy 4.206

HOMEBOUND INSTRUCTION

To qualify for this program, a student shall have a medical condition that will require the student to be absent for a minimum of ten (10) consecutive instructional days, or for an aggregate of at least ten (10) instructional days for a student who has a chronic medical condition. The student shall be certified by a physician as having a medical condition that prevents him/her from attending the regular instructional program. The services provided to the homebound student shall reflect the student's capabilities and be determined by the homebound instructor, after consultation with appropriate professional staff of the student's assigned school.

The homebound instruction program is for students who, because of a medical condition, are unable to attend the regular instructional program.¹ The homebound instruction program shall consist of three (3) hours of instruction per week for a period of time determined, on a case-by-case basis, by the district.

Recertification shall be obtained after the expiration of each period of homebound instruction if the student's physician certifies, in writing, that the student has a medical condition that prevents him/her from returning to the regular instructional program.

Students may be considered for homebound instruction under the following circumstances:

A. Medical Homebound. The student has a health impairment of sufficient seriousness that the student will miss more than ten (10) consecutive instructional days over the period of the school year due to the medical condition, as certified in writing by the student's treating physician.¹

B. Educational Homebound. The student has been previously certified as eligible for special education services under IDEA and state regulations, and the student requires instruction in the home or related site pursuant to an IEP team's determination that the home, hospital, or related site is the student's least restrictive environment. All homebound placements shall be temporary. The period of instruction and review cycles are detailed in Administrative Procedure AP-I-140. All homebound instruction programs shall consist of a minimum of three (3) hours of instruction per week while school is in session for the homebound instruction period determined by the student's review team, plus any authorized extension(s). A student's 504 or IEP team may determine that the student requires more than three (3) hours of homebound instruction per week to receive a free and appropriate public education. Prior to the expiration of any period of homebound instruction, the student's IEP team or Section 504 team shall develop a transition plan for the student's reentry into school.

HOMEBOUND SERVICES PROVIDED FOR STUDENTS POST-PREGNANCY

The medical homebound instruction program for post-pregnancy students shall consist of a minimum of three (3) hours of instruction per week for a period of six (6) weeks for natural delivery or eight (8) weeks for Caesarean delivery. The student's physician shall state, in writing, the student's condition for eligibility for medical homebound instruction, with an estimated date for delivery. A student requiring additional medical homebound beyond the six (6) weeks for natural delivery or eight (8) weeks for Caesarean delivery, will follow the Medical Homebound process listed above.

Legal References Cross References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10

Student Communicable Diseases 6.403 Acquired Immune Deficiency Syndrome
6.404