KNOX COUNTY
BOARD OF EDUCATION

John Butler	***Anne Templeton***	***Patricia Fontenot-Ridley***
First District	Second District	Third District
Katherine Bike	***Lauren Morgan***	***Betsy Henderson***
Fourth District	Fifth District	Sixth District
Steve Triplett	***Travis Wright***	***Kristi Kristy***
Seventh District	Eighth District, Vice Chair	Ninth District, Chair
Jon Rysewyk		***Albert Liu***
Superintendent		Student Representative

REGULAR SESSION
OF THE KNOX COUNTY BOARD OF EDUCATION
SUMMER PLACE BOARDROOM
500 W. SUMMIT HILL DRIVE, KNOXVILLE, TENNESSEE 37902
APRIL 9, 2026
5:00 P.M.

AGENDA

1. Moment of Silence followed by the Pledge of Allegiance to the Flag

2. Announcements

3. Changes to the Agenda

4. Approval of the Agenda

5. Consent Agenda

   A. Payment of Bills

   B. Approve Minutes of Meetings
      - March 2, 2026 Work Session
      - March 5, 2026 Regular Session
      - March 27, 2026 Policy Review

   C. Items/Contracts:

      1. Approve Award of Bid 3709 to Sysco Knoxville, LLC for provision of Commercially Delivered Food for School Cafeterias for a one (1) year term, which may be extended for four (4) additional years

      2. Approve Memorandum of Understanding with the Knoxville-Knox County Community Action Committee (CAC) for provision of Meals at 2026 Summer Learning Camps at an estimated cost of $100,000.00 using Summer Learning Camp Funds or a General Purpose Fund Balance Designation

      3. Approve Terms and Conditions with LIFTONE, LLC for Purchase of a Yale Veracitor GC050VX Lift Truck for Carter High School at a cost of $44,485.10 using Greenheck Fan Corporation Donated Funds

4. Approve Standard Terms and Conditions with TriMech Solutions LLC for provision of SOLIDWORKS® Software Training for Carter High School at a cost of $4,880.00 using Greenheck Fan Corporation Donated Funds

5. Approve Contract with SouthCoast Music & Design, LLC for production of Percussion Arrangements for the Bearden High School Marching Band at no cost to Knox County Schools

6. Approve Musical Agreement with Concord Theatricals Corporation for Farragut High School's production of "Rodgers & Hammerstein's Cinderella (Enchanted Edition)" December 10-12, 2026 at no cost to Knox County Schools

7. Approve Agreement with Dramatic Publishing for Farragut High School's production of "The Outsiders" May 7-8, 2026 at no cost to Knox County Schools

8. Approve Agreement with Heritage Education and Festivals, LLC d/b/a WorldStrides for Hardin Valley Middle School's Band and Orchestra Performance Trip to Orlando, Florida March 31-April 4, 2027 at no cost to Knox County Schools

9. Approve Agreement with Crazy Imagination Travel, Inc. for Holston Middle School's Show Choir Trip to Walt Disney World Resort November 27-December 1, 2026 at no cost to Knox County Schools

10. Approve Agreement with Music Theatre International for Northshore Elementary School's Dramatic Performing Rights License to "Disney's Dare to Dream Jr." for the term of March 20, 2026 to March 20, 2027 at no cost to Knox County Schools

11. Approve Request of Rocky Hill Elementary School to complete Playground Surfacing, Border, and Site Work and to Purchase and Install two (2) Playground Structures at a cost of $28,846.50 using Rocky Hill Elementary School Foundation Donated Funds

12. Approve Contract with John Knox Center for Sequoyah Elementary School's 5th Grade Trip to River Ridge on October 23, 2026 at no cost to Knox County Schools

13. Approve 2026 Music Rental Agreement with Fannin Musical Productions for South-Doyle High School's 2026 Marching Band Field Show on October 20, 2026 at no cost to Knox County Schools

14. Approve Production Contract with Music Theatre International for West High School's production of "Little Shop of Horrors (Broadway Version)" February 11-14, 2027 at a cost of $1,145.00 at no cost to Knox County Schools

15. Approve Artwork Agreement with Orel Brodt and Gared Luquet for completion of a Mural at Whittle Springs Middle School at a cost of $8,996.00 using donated funds from Partners in Education Foundation

16. Approve Consulting Services Agreement and Proposal with Boldsquare Group, LLC through December 31, 2026 for Carter High School at a cost of $24,790.00 using Greenheck Fan Corporation Donated Funds

6. Board Policies

A. Approve first reading of Knox County Board of Education Policy J-190 "Code of Behavior and Discipline" as amended - *Discussed at Policy Review*

B. Approve first reading to rescind Knox County Board of Education Policy J-191 "Misbehaviors and Disciplinary Options" - *Discussed at Policy Review*

C. Approve first reading of Knox County Board of Education Policy J-193 "Student Suspension" as amended - *Discussed at Policy Review*

D. Approve first reading of Knox County Board of Education Policy J-195 "Student Disciplinary Hearing Authority" as amended - *Discussed at Policy Review*

E. Approve first reading of Knox County Board of Education Policy J-196 "Admission of Suspended or Expelled Students" as amended - *Discussed at Policy Review*

F. Approve first reading of Knox County Board of Education Policy J-211 "Harassment, Intimidation, and Bullying or Cyber-Bullying" as amended - *Discussed at Policy Review*

G. Approve first reading of Knox County Board of Education Policy J-212 "Student Conduct and Safe Relocation of Students" as amended - *Discussed at Policy Review*

H. Approve first reading of Knox County Board of Education Policy J-250 "Bus Conduct" as amended - *Discussed at Policy Review*

I. Approve first reading of Knox County Board of Education Policy J-280 "Alternative School Programs" as amended - *Discussed at Policy Review*

J. Approve first reading of Knox County Board of Education Policy J-281 "Alternative School Services" as amended - *Discussed at Policy Review*

K. Approve first reading of Knox County Board of Education Policy J-320 "Independent Evaluation of Students" as amended - *Discussed at Policy Review*

L. Approve first reading of Knox County Board of Education Policy J-330 "Student Counseling Program" as amended - *Discussed at Policy Review*

7. Grants

A. Approve Tennessee Department of Education Occupational Educator Scholarships in the amount of $24,600.00 for Eligible Candidates in the Knox County Schools Educator Preparation Program (EPP) - *Recommended by Superintendent*

B. Approve Memorandum of Agreements with the Boys & Girls Clubs of the Tennessee Valley, SHADES of Development, Shora Foundation, and Wesley House Community Center in support of their Lottery for Education Afterschool Programs (LEAPs) Grant Applications - *Recommended by Superintendent*

C. Approve Tennessee Hospitality & Tourism Beef Bucks Grants in the total amount of $1,000.00 for Austin-East Magnet High School and Karns High School - *Recommended by Superintendent*

D. Approve Grant Agreements with the National Environmental Education Foundation and receipt of Grant Funding in the total amount of $35,000.00 for Belle Morris Elementary School, Green Magnet Academy, South-Doyle Middle School, and Spring Hill Elementary School - *Recommended by Superintendent*

E. Approve National Park Trust Kids to Parks Day School Grants in the total amount of $1,500.00 for Belle Morris Elementary School and South-Doyle High School - *Recommended by Superintendent*

F. Approve Tennessee Society of Professional Engineers Knoxville Chapter GEARS Program Grant in the amount of $1,000.00 for Holston Middle School - *Recommended by Superintendent*

G. Approve Guitar Center Music Foundation Instrument Program Grant in the amount of $1,500.00 for Karns Middle School - R*ecommended by Superintendent*

H. Approve Regranting Fiscal Sponsorship Agreement with Edward Charles Foundation related to a Johnny Knoxville Charity Fundraiser for South-Doyle High School Athletics and Academics - Recommended by Superintendent

8. Contracts

A. Approve Contract with Professional Environmental Consulting, Incorporated for provision of Asbestos Monitoring Services up to $200,000.00 annually for the term of May 1, 2026 through April 30, 2027, which may be extended for four (4) additional years - *Re*commended by Superintendent

B. Approve Contract with Skilled Services Quality Construction, LLC in the amount of $262,100.00 for Innovative School Model Phase 4 Projects at Austin-East Magnet High School, Fulton High School, and West Valley Middle School - *Recommended by Superintendent*

9. Regular Agenda Items

A. Approve Budget Line-Item Transfer with the School Construction Fund in the amount of $8,410,406.00 to reallocate savings from various projects to support the Mechanicsville-Lonsdale-Beaumont Project - *Recommended by Superintendent*

B. Approve School Turnaround Program School Improvement Plan for Northwest Middle School - *Recommended by Superintendent*

C. Accept Petition from Prep Public Schools to terminate the Knoxville Preparatory School Charter School Agreement

10. Public Forum

Anyone wishing to speak to the Board during Public Forum must sign up by calling the Board of Education Office at 865-594-1623 no later than 4:00 p.m. the day prior to the scheduled meeting or sign up in person prior to the start of the meeting. This Public Forum is open to any educational topic.

Consent 5. B.

Board of Education Regular Session

Meeting Date: 04/09/2026

Minutes of Meetings

Submitted By: Terri Coatney

Department: Board of Education/Superintendent

Explanation

Approve Minutes of Meetings

- March 2, 2026 Work Session
- March 5, 2026 Regular Session
- March 27, 2026 Policy Review

Fiscal Impact

Attachments

3-2-2026 Work Session Minutes

3-5-2026 Regular Session Minutes

3-27-2026 Policy Review Minutes

KNOX COUNTY BOARD OF EDUCATION
WORK SESSION
MARCH 2, 2026

MINUTES

The Knox County Board of Education met in work session at 5:00 pm on Monday, March 2, 2026 in the Boardroom of the Summer Place Building at 500 W. Summit Hill Drive, Knoxville, Tennessee. The meeting agenda and all supporting documents were posted on the Knox County Board of Education webpage. The meeting could be viewed in its entirety on the video posted on the Knox County Board of Education webpage.

Present:
John Butler, District 1
Anne Templeton, District 2
Patricia Fontenot-Ridley, District 3
Katherine Bike, District 4
Lauren Morgan, District 5
Betsy Henderson, District 6
Steve Triplett, District 7
Travis Wright, District 8
Kristi Kristy, District 9
Albert Liu, Student Representative

Chair Kristy presiding

1 A Moment of Silence was observed followed by the Pledge of Allegiance to the Flag led by Mr. Triplett.

2 Announcements

- Ms. Kristy welcomed all attendees.
- A Policy Review meeting was scheduled for 10:00 am on Friday, March 27 in the Summer Place Boardroom.
- Board Members would be meeting individually with Superintendent Rysewyk and his team regarding the Fiscal Year 2027 Budget over the following weeks. Ms. Kristy noted that available dates and times would be shared as soon as possible.

3 Changes to the Agenda

No changes to the agenda were requested.

4 Approval of the Agenda

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

5 Special Recognition of Gibbs High School Softball Coach Carol Mitchell, National Federation of State High School Associations National Softball Coach of the Year

The Board and Superintendent Rysewyk recognized Gibbs High School Softball Coach Carol Mitchell for being selected as the National Softball Coach of the Year by the National Federation of State High School Associations. Athletics Specialist Bryan Brown stated that it was his pleasure to share information about Coach Mitchell's accomplishments. He stated that Coach Mitchell had coached at Gibbs High School for 32 years and had 1,103 wins, which made her the state's all-time leader, and 10th nationwide in the sport of softball. She had 29 district titles, 21 regional titles, and had been to the state tournament in 30 of her 32 years. Coach Mitchell had 7 state championships and 4 state runner-up titles and the Gibbs Softball Eagles had finished the 2025 season with a 41-3 record after having wrapped up back-to-back state championships. Mr. Wright added that Coach Mitchell had played for Gibbs High School Softball during 4 of their state championships, and had coached for 7 state championships, which meant she had an impact on 11 state championships for Gibbs Softball.

Coach Mitchell thanked the Board and Superintendent Rysewyk for recognizing her. She stated it had been a privilege to take something that was a special gift to her and to be able to share it with a lot of student athletes over the last 32 years.

District 8 County Commissioner Adam Thompson also recognized Coach Mitchell and presented her with a Knox County Proclamation honoring and celebrating Gibbs High School Softball and her as National Softball Coach of the Year.

6 Superintendent's Report

Annual Budget
Superintendent Rysewyk reported that the district's annual community budget survey had been distributed and noted that the survey was only one of several ways KCS gathered input. He reminded Board Members that a commitment had been made to adjust salaries to market value again in 2028, and that the Fiscal Year 2027 Budget would reflect that commitment. Superintendent Rysewyk also announced that a community budget meeting would be held on April 14 at 5:30 pm in the Summer Place Boardroom.

Teachers of the Year
Superintendent Rysewyk noted that it had been his honor to join Board Members as the district's Teachers of the Year were recognized at a celebration on February 24. He congratulated district-wide winners including Jake Albright of Green Magnet Academy, Kathy Parnell of Gibbs Middle School, and Hannah Berkley of South-Doyle High School. Superintendent Rysewyk also congratulated KCS Principal of the Year Trina Spista and KCS Supervisor of the Year Janice Cook, and thanked WATE News Anchor Tearsa Smith for speaking at the event.

Innovative Schools
Superintendent Rysewyk noted that just as KCS had partnered with Accenture, LLP on development of the 2030 Strategic Plan and developing strong partnerships for a middle school redesign, a strong partnership would be needed to develop a framework around innovative schools. He shared that staff had already met with representatives from Niswonger to discuss next steps and prepping students for a technology-driven future.

Spring Break
Knox County Schools would be closed for spring break March 9-13. Superintendent Rysewyk said he looked forward to welcoming students back to the classroom on March 16 to complete the remainder of the spring semester.

7 Quarterly Threat Report

Assistant Superintendent of Operations Dr. Garfield Adams reported that Knox County Schools had recorded 6 threats that met the qualifications for public reporting under Tennessee state law between November 1, 2025 and January 31, 2026, for an annual total of 17 to date. He shared that the KCS School Safety Department took every threat seriously and investigated every tip and every concern received, not just those that met the state parameters. Dr. Adams said that any time a threat was reported, it was rapidly evaluated and dealt with swiftly. He added that in the last quarter, nearly 50 ParentSquare messages from schools were recorded to notify families of incidents or concerns on or near school campuses.

8 Legislative Update

Mr. Wright reported that the state legislature had been very busy during this season. He noted that the Tennessee School Boards Association had emailed a link to Board Members on Friday, February 27 for videos of the various legislative committees that had met during the week so pieces of legislation that could directly impact school boards and districts could be followed. Mr. Wright stated that committees had discussed Senate Bill 2434 related to capturing images and/or videos over school grounds, along with bills regarding budgeted local funds, amending the Tennessee Constitution to authorize lotteries for educational fundraising purposes, enrollment for out-of-district students, use of digital devices, private school student participation in interscholastic athletics, student transportation services, collaborative conferencing, and virtual schools.

9 Strategic Plan Committee Update

Ms. Kristy reported that the Strategic Plan Committee had met on Tuesday, February 24 to continue their work on aligning the Superintendent evaluation tool with the new 5-year strategic plan. At the meeting, the committee voted to recommend a new evaluation instrument, and Ms. Kristy noted that copies were being provided to all Board Members, along with copies of the current tool and strategic plan. The committee had discussed adding the recommended instrument to the March agenda for consideration, but ultimately decided to request that it be added to the Board's April regular session agenda for consideration to allow ample time for review. Ms. Kristi asked Assistant Superintendent of Impact and Policy Kori Lautner to share a brief summary of proposed changes.

Ms. Lautner reviewed changes to the instrument including updated Board mission and vision statements, adding language regarding the district's four priorities from the Annual Report, adding specificity to the evaluation timeline, updating the date the Annual Action Plan was presented for Board consideration each year, removing the 360 evaluation component, adding the comprehensive glossary from the strategic plan, aligning the performance objectives to the strategic plan, and also updating the indicators to call out evidence that aligned.

Ms. Kristy encouraged Board Members to contact Ms. Lautner, Knox County Deputy Law Director Gary Dupler, or Executive Assistant Terri Coatney with any questions or concerns between this meeting and the April Board meeting. She stated the committee looked forward to discussion at the April work session.

10 Discussion of March 5, 2026 Board of Education Regular Session Agenda

Consent Agenda
There were no questions or discussion on consent items.

Board Policies
There were no questions or discussion on Board policies.

Grants
In relation to item 7C, Mr. Triplett asked if the Knox County Government Facilities Grant was still available to schools. Assistant Superintendent of Operations Dr. Garfield Adams stated that the grant application process had occurred 3 years prior and noted that the grant for Carter High School was just now being offered for Board consideration because the school had to raise matching funds and had just recently accomplished that goal. Knox County Deputy Law Director Gary Dupler clarified that the framework for the grants was still in place, but that there was no further grant funding available at this time.

Contracts
There were no questions or discussion on contracts.

Regular Agenda
Mr. Triplett stated that information regarding a proposed plan to address overcrowding at Powell Elementary School would be shared through a staff presentation for agenda item 9C. Assistant Superintendent of Impact and Policy Kori Lautner reviewed the current challenges identified, including anticipated growth with limited capacity, and congested traffic patterns and limited parking at Powell Elementary School. She also noted that a proposed plan for the school would present an opportunity to eliminate the need for portable classrooms. Ms. Lautner shared that Powell Elementary School was unique due to the fact that schools in the immediate surrounding area had over 1,100 available seats.

Ms. Lautner stated that the available solutions for overcrowding were rezoning, a building addition, or a new school. She reviewed the framework for how future planning recommendations were formed and noted that in this case, the recommendation would be to rezone since there was underutilized capacity in the target area, surrounding schools had long-term viability, and there was also feasible transportation.

Ms. Lautner stated that the administration would always base a recommendation on immediate need and available capacity. She reported that a rezoning proposal for Powell Elementary School would strengthen the feeder patterns to build continuity across the graduating classes, enhance program continuity for academics and extracurricular, and also mitigate transfer flip. Ms. Lautner reported that a community meeting had been held at Powell High School on February 19 and that 3 elementary zoning scenarios and 2 middle school zoning scenarios were shared with over 175 participants. She reviewed the scenarios and community input that was gathered at the meeting.

Student Transportation Director Ryan Dillingham reviewed proposed new elementary and middle school zones in the North Central/Northwest/Powell area and shared information on how the new zones would strengthen school feeder patterns. He stated that, if approved, the rezoning plan would utilize available capacity at both Karns and Brickey-McCloud Elementary schools.

Ms. Lautner shared the proposed timeline for a new zone implementation that would go into effect at the beginning of the 2027-2028 school year. She also reviewed special student transfer provisions that would include early exit transfers for families in rezoned areas to accept a one-time transfer to their future school, and grandfather transfers that would allow all students enrolled at Powell Elementary or Powell Middle Schools to request a one-time transfer good through the school's terminal year that would include a sibling provision. In conclusion, Ms. Lautner stated that a rezoning proposal would be an immediate solution to capacity issues, be fiscally responsible, eliminate the need for portable usage over time, relieve traffic congestion over time, address parking concerns over time, and strengthen school feeder patterns.

Mr. Triplett stated that, obviously, the proposed rezoning plan affected his community. He said he understood that no proposal made everyone happy, but he was hearing loud displeasure from his community, so he would most likely not be supporting the plan. Mr. Triplett noted that he appreciated staff for listening and addressing the growth and other issues, but he did not feel there had been adequate county planning for developments in the area and that funding was always limited. He said that the Powell community felt like they were being asked to leave their area and send their students to Karns, so ultimately the county was going to have to figure out long-term solutions. Mr. Triplett asked if Powell Elementary went over capacity again, if that might result in a recommendation to add it to the capital plan. Ms. Lautner said the administration would certainly keep a pulse on the numbers and go through the planning process again, but since there were currently other schools facing the same situation, the most urgent need would have to be determined. Mr. Triplett asked if siblings would have some type of priority in the transfer process. Ms. Lautner confirmed siblings and students of employees would get priority. Mr. Triplett asked if the size of a school changed the size of the classrooms. Ms. Lautner explained that the district defined the student-teacher ratio within the budget and utilized a district-wise formula which included at-risk student percentages. Mr. Triplett encouraged Powell residents to email him if they had questions or concerns.

Ms. Bike stated her appreciation for the Powell community advocating for themselves. She asked if the district would offer support to the families if the rezoning plan were approved. Ms. Lautner noted that families would have a full year to prepare, which would hopefully make the transition easier, and that schools were already planning open houses for new families. She added that the deadline for families to apply for an early exit transfer would be April 1, 2026, if the rezoning plan were approved, which would allow the district time to make staffing changes at the affected schools. For students who wished to remain at their current school, they would need to apply for a grandfather transfer by November 1, 2026. Ms. Bike asked if families should use the normal transfer portal and Ms. Lauther clarified there would be a separate link and specified form if the plan were approved. Ms. Bike asked if the Parent Responsiblity Zone (PRZ) would apply for families being rezoned to either Brickey-McCloud Elementary or Karns Elementary Schools. Ms. Lautner indicated the PRZ would still be applied. Ms. Bike asked if any PRZs would cross a main road since her district had a difficult intersection in a PRZ. Mr. Dillingham noted that Emory Road was in multiple PRZs. Ms. Bike asked if the new plan made that any more difficult and Mr. Dillingham said he did not believe so, but noted that every school's story was different and each had different capacity issues.

Ms. Henderson thanked the Powell community for advocating for themselves as well. She said she had always been cautious about a fast plan since the time of a rezoning plan in the Farragut area and thought it should go back to the community for further input and discussion, so she was leaning toward not supporting the plan at this time. Dr. Adams noted that the plan may feel rushed, but that discussions had been ongoing for quite some time. Ms. Lautner stated that when looking at rezoning, the opportunity gave families choices at this point, which felt like the most prudent/responsible plan. Ms. Henderson said she had many Powell families communicate with her about the age of Powell Elementary. She asked if the rezoning plan would include a refresh for the school. Dr. Adams said that Powell Elementary School was already in 50% better shape than most KCS elementary schools, but he was discussing options with Principal Karen Frost.

Ms. Morgan stated the Farragut rezoning was a very different situation since a new school was being built. She said she appreciated the administration's effort to obtain feedback and actually make changes to the original plan. She shared her appreciation for the Powell community reaching out as well, and knew it was understandable to want a new school, so she was sensitive to that, but the Board also had to talk about being fiscally responsible, since they could not simply replace every aging school. Ms. Morgan said after hearing Powell parents express their concerns about portables being unsafe, since the rezoning plan would address that issue, she would be supporting the plan.

Dr. Butler echoed everyone's feelings about rezoning and the families it would affect. He said it felt like the possibility of a new school had already been marked off the list, so voting no to the rezoning plan

would not be a yes vote for a new school. Dr. Butler said he seemed like the administration had turned over every stone and that a rezoning plan may be the best solution for new and a delay would give families fewer options. He said he certainly felt for the community, but did not see what would be gained by a delay. Ms. Lautner thanked Mr. Dillingham for the zoning details and said, from a staff viewpoint, the lines that had been shared were the ones they felt best about, since they would most likely prevent the Board from facing the same decision in 1, 2, or 3 years. She believed it was a balancing act and about giving families an early exit choice and a longer than normal time to adjust. Superintendent Rysewyk confirmed that this was the administration's best long-term proposal and since the capital plan was already 5 years out and all a part of the same debt service, the next opportunity for a new build would probably be 8–10 years out at least, and also add more county debt.

Ms. Fontenot-Ridley thanked the Powell community for all their emails and recalled a time when her son had been affected by a rezoning plan at Bearden High School when Hardin Valley Academy had opened. She noted that rezoning decisions were so hard, but expressed her appreciation for the staff's hard work on the proposal.

Ms. Templeton thanked the Powell community as well and noted she had been hearing from them about portable concerns since the prior year. She said she heard from them that they wanted their children moved into a physical school building, and felt that delaying a decision may further delay addressing their concerns. Ms. Lautner confirmed that the goal was to move away from portables and Dr. Adams confirmed that the portables at Powell Elementary were relatively newer than most across the district. Ms. Templeton asked what happened to portables that were taken out of use. Dr. Adams said they may either be re-used at another school or demolished. Ms. Templeton said she was not sure what decision she would make at this time.

Ms. Kristy asked when projected enrollment numbers were received. Dr. Adams confirmed that they were normally received around mid-December. Mr. Dillingham noted that impact notifications were also received monthly from the Knoxville-Knox County Planning Commission. Ms. Kristy expressed her empathy for the Powell community and said she had read every email, but had not responded yet since she wanted to visit Powell Elementary School, which she did the prior week. She said she could honestly say she had seen the same or worse issues at schools in her district and also other districts. She noted she was not saying that to minimize Powell's issues, but just to give a frame of reference since the Board did not control developments in Knox County, but were still charged with being fiscally responsible. Mr. Kristy said the Board did their very best to accommodate everyone and deal with numbers and options, but she wanted to give families time to prepare as well, so she would be supporting the proposal.

Mr. Wright echoed all the comments and agreed that rezoning was never easy. He stated that even though it was hard, he believed the Board needed to make a decision and give parents and families as much time as possible to prepare.

11 Public Forum

- Nathan Votta of Knox County, Tennessee addressed the Board regarding opposition to the proposed North Central/Northwest/Powell rezoning.
- Beau Bennett of Knox County, Tennessee addressed the Board regarding delaying the proposed North Central/Northwest/Powell rezoning to allow more time for community input.

12 Board Forum

- Dr. Butler thanked staff for supporting a recent District 1 Town Hall meeting with materials and reports.
- Ms. Templeton congratulated all those honored at the Teacher of the Year celebration and wished everyone a wonderful spring break.
- Ms. Fontenot-Ridley thanked everyone from Powell who were advocating for their community.
- Ms. Bike asked everyone to keep Knoxville Adaptive Education Center in their thoughts as they were experiencing the loss of a staff member. She also asked for an assessment of portables across the district to be shared with the Board in the next 6 months or at the annual workshop, and also a report on facility work orders submitted by schools during a specified time frame.
- Ms. Morgan congratulated Farragut High School students who were recently recognized as National Merit Scholarship Finalists and noted that there were great things happening at all the high schools. She also wished everyone a wonderful spring break.
- Mr. Triplett thanked Powell residents for their input and engagement on the current capacity issues at Powell Elementary School and the proposed rezoning plan.
- Mr. Wright stated that he wanted to highlight a couple more accomplishments of Gibbs High School. He congratulated Gibbs High School Baseball Coach Geoff Davis for being recently inducted into the Tennessee Baseball Coaches Hall of Fame. He said that Gibbs was very blessed to have both Coach Mitchell and Coach Davis. Mr. Wright also congratulated Gibbs High School Athletic Director Dustin Mynatt and Principal Jason Webster for being officially awarded the

Quality Program Assessment Exemplary Level Recognition by the National Interscholastic Athletic Administrators Association. He reported that Gibbs was only the fifth school in Tennessee and the first non-charter public school to receive this prestigious award, which ws an accreditation to the school's entire athletics department. Mr. Wright applauded Gibbs High School's athletics program and their alignment to student-athlete well-being, academics, integrity, and commitment to safety.

- Ms. Kristy thanked Powell residents for being present and advocating for their community. She congratulated district-wide Teacher of the Year Hannah Berkley of South-Doyle High School. Ms. Kristy also noted that she had attended the graduation ceremony for new School Security Officers, and she thanked all officers and Chief of Security Carlo Granillo for their hard work and dedication.

The meeting was adjourned at 7:15 pm.

Date Approved:

Chair:

_____

Secretary:

_____

KNOX COUNTY BOARD OF EDUCATION
REGULAR SESSION
March 5, 2026

MINUTES

The Knox County Board of Education met in regular session at 5:00 pm on Thursday, March 5, 2026 in the Boardroom of the Summer Place Building at 500 W. Summit Hill Drive, Knoxville, Tennessee. The meeting agenda and all supporting documents were posted on the Knox County Board of Education webpage. The meeting could be viewed in its entirety on the video posted on the Knox County Board of Education webpage.

Present:
John Butler, District 1
Anne Templeton, District 2
Patricia Fontenot-Ridley, District 3
Katherine Bike, District 4
Lauren Morgan, District 5
Betsy Henderson, District 6
Steve Triplett, District 7
Travis Wright, District 8
Kristi Kristy, District 9
Albert Liu, Student Representative

Chair Kristy presiding

1 A Moment of Silence was observed followed by the Pledge of Allegiance to the Flag led by Mr. Triplett.

2 Announcements

- Ms. Kristy welcomed all attendees.
- Ms. Kristy noted that Knox County Schools would be closed for spring break March 9-13. On behalf of the Board, she wished all students, families, and staff a restful, well-deserved break.

3 Changes to the Agenda

No changes to the agenda were requested.

4 Approval of the Agenda

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

5 Consent Agenda

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

A Payment of Bills

B Approve Minutes of Meetings
- February 5, 2026 Called Meeting
- February 5, 2026 Regular Session

C Items/Contracts:

1 Approve Memorandum of Understanding with The University of Tennessee, College of Nursing related to the Vine School Health Center beginning with the 2025-2026 school year and ending with the 2027-2028 school year

2 Approve Contract with Marzano Resources for two days of Professional Development Services on April 15 and June 24, 2026 at a cost of $14,200.00 using Title II-A Grant Funds

3 Approve Request of Rocky Hill Elementary School to replace two basketball courts and install basketball goals at the school's playgrounds at a cost of $78,613.00 using funds donated by the Rocky Hill Elementary School Foundation

4 Approve Vending Agreement with Five Star Breaktime Solutions for provision of vending services and equipment at West Valley Middle School for a term of one (1) year, which may be extended for four (4) additional years, at no cost to Knox County Schools

6 Board Policies

A Approve second reading of Knox County Board of Education Policy I-341 "Uniform Grading Policy" as amended - Recommended by Superintendent

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

B Approve second reading of Knox County Board of Education Policy J-123 "Summer School Attendance" as amended - Discussed at Policy Review

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

C Approve second reading of Knox County Board of Education Policy J-152 "Student Transfers Within the System" as amended - Discussed at Policy Review

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

D Approve second reading to rescind Knox County Board of Education Policy J-153 "Sibling Priority Admission" - Discussed at Policy Review

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

7 Grants

A Approve Tennessee Department of Education Fiscal Year 2026 Early Literacy Tutoring Grant in the amount of $68,500.00 - Recommended by Superintendent

On motion made by John Butler, seconded by Katherine Bike

Vote: 9 - 0 Passed

B Approve Tennessee Department of Education Fiscal Year 2026 Title III Grant in the amount of $51,652.46 - Recommended by Superintendent

On motion made by John Butler, seconded by Katherine Bike

Vote: 9 - 0 Passed

C Approve Knox County Government Facilities Grant for Carter High School in the amount of $62,700.00, with required matching funds in the amount of $62,700.00 - Recommended by Superintendent

On motion made by Travis Wright, seconded by Betsy Henderson

Vote: 9 - 0 Passed

D Approve Memorandum of Understanding with Morgan Wallen Foundation for receipt of grant funding in the amount of $1,200,000.00 for Gibbs High School to upgrade the current Gibbs High School baseball field into a versatile, state-of-the-art multi-use athletic field; and in conjunction with the multi-use field project, approval of Gibbs High School constructing a softball hitting and pitching facility on the school's campus - Recommended by Superintendent

Mr. Wright noted that the Morgan Wallen Foundation had very generously donated to other school and community projects over multiple years. He shared that the Foundation had worked with Mr. Holland's Opus Foundation to donate over $38,000 worth of new instruments to the West High School Orchestra, and had donated $7,500 to the Powell High School Band Program in 2024, $20,000 to an Adrian Burnett Elementary School in 2023, $35,000 to the Gibbs High School Band, Choral, and Baseball Programs, and approximately $37,500 to Adrian Burnett Elementary, Dogwood Elementary, and Pleasant Ridge Elementary Schools. Mr. Wright stated that the Morgan Wallen Foundation had also donated approximately $190,000 to youth sports fields in the Gibbs area. He expressed his sincere appreciation for the Foundation's generosity and all that it had provided to Knox County Schools and the community.

On motion made by Travis Wright, seconded by Anne Templeton

Vote: 9 - 0 Passed

E Approve 2025 Vernier Science Education Inspiration Grant in the amount of $1,000.00 for Karns High School - Recommended by Superintendent

On motion made by Betsy Henderson, seconded by Anne Templeton

Vote: 9 - 0 Passed

F Approve Letter of Extension with Lawson Family Foundation to extend the Grant Period to April 10, 2026 for Knox County Schools' Project SEARCH Transition-to-Work Program (original Grant Agreement approved by Board on April 10, 2025) - Recommended by Superintendent

On motion made by Katherine Bike, seconded by Anne Templeton

Vote: 9 - 0 Passed

8 Contracts

A Approve Contracts with Bedford, Freeman & Worth Publishing Group, LLC, College Board, International Baccalaureate Organization, Savvas Learning Company, LLC, and The University of Cambridge for provision of Advanced Academic Programs for the term of April 1, 2026 through September 30, 2026, which may be extended for five (5) additional one-year periods - Recommended by Superintendent

On motion made by John Butler, seconded by Katherine Bike

Vote: 9 - 0 Passed

B Approve Contract with United Elevator Services, LLC for provision of Elevators and Services up to $171,071.00 for the term of March 1, 2026 through the last day of the cooperative renewal date - Recommended by Superintendent

On motion made by John Butler, seconded by Betsy Henderson

Vote: 9 - 0 Passed

9 Regular Agenda Items

A Approve Fund Balance Designation in the amount of $8,610,000.00 for purchase of newly adopted textbooks and instructional materials for PE, Health and Wellness and Career and Technical Education - Recommended by Superintendent

On motion made by Betsy Henderson, seconded by Travis Wright

Vote: 9 - 0 Passed

B Approve Knox County Schools adoption of textbooks and instructional materials for PE, Health and Wellness and Career and Technical Education - Recommended by Superintendent

On motion made by John Butler, seconded by Betsy Henderson

Vote: 9 - 0 Passed

C Approve North Central/Northwest Sector Zoning Proposal - Recommended by Superintendent

Public Forum

- Nathan Votta of Knox County, Tennessee addressed the Board regarding opposition to the proposed rezoning proposal.
- Sherri Garrett of Knox County, Tennessee addressed the Board regarding delaying the proposed rezoning proposal.

Ms. Fontenot-Ridley made a motion to approve the rezoning proposal. Mr. Wright seconded the motion.

Mr. Triplett stated that he had attended lots of community meetings and school support organization meetings during his term, and it was obvious the Powell community wanted a new building for Powell Elementary School. He said he understood a new building was not currently in the district's capital plan and, therefore, it would be years away, but at the end of the day, Powell residents wanted to remain a community. Mr. Triplett said it felt like the rezoning proposal had moved too quickly and the community was asking to have more discussion. He believed that opposing the proposal at this time would give the district more time to exhaust all options. Since the rezoning would not go into effect until 2027-2028, Mr. Triplett asked if someone could explain the harm in delaying the decision. Assistant Superintendent of Impact and Policy Kori Lautner explained that a delay would erase the choice of an early exit transfer for families who may choose that option since Knox County Schools had to move forward with staffing each of the affected schools. She added that a delay might also give families false hope that there may be a better option to generate the relief needed. Mr. Triplett thanked Ms. Lautner for the explanation. He also acknowledged there were families who agreed with the proposal and those that did not, but he did not want the lack of numbers of people choosing to speak during Public Forum or at other meetings to affect the Board's decision, since many in the community had chosen to relay their wishes through one designated speaker.

Ms. Fontenot-Ridley said she understood the importance of addressing the overcrowding at Powell Elementary. She asked how long conversations related to the rezoning had been happening. Assistant Superintendent of Operations Dr. Garfield Adams stated that discussions had been happening for about 2 years, and included addressing the portables at Powell Elementary School. He noted that he had met with Mr. Triplett at the site many times. Ms. Fontenot-Ridley said she had read all the emails received from Powell residents. She asked how long a new school might take if the community was willing to wait. Dr. Adams stated that working within the current capital plan parameters, a new building would probably be 8-11 years in the future. Ms. Lautner clarified that a new building was not on the current capital plan, and a new building proposal would have to be determined after looking at all needs across the district, so any estimate of the number of years for a new build would be made in a vacuum because all district needs would have to be taken into consideration.

Superintendent Rysewyk stated that not having enough funding was not the only reason a new building may not be included in a future capital plan, since the Board had requested fiscally responsible plans, and with approximately 1,100 open seats in surrounding schools, a new building in Powell would not be recommended any time soon. He acknowledged the Board could certainly do what they wanted, but he wanted to be clear that his team did not see a new Powell Elementary School in any current projections, since every decision was based off of the same methodology and within those parameters, the recommendation was to rezone. Ms. Lautner added that this decision was not about a hard "how long" number, but about a path to a proposed solution. Ms. Fontenot-Ridley said she appreciated the efforts to compromise, since when the proposal was first introduced the rezone would have happened in the 2026-2027 school year, and she felt delaying it until 2027-2028 gave families more time to plan.

Ms. Bike noted that she had four schools in her district that had portables as well and her own children had attended schools with portables. She noted that she had been asking the district to move away from portables for a while, so she was thankful the administration was listening. Ms. Bike said she understood the early exit transfer options may be lost if the rezoning were delayed, but she looked to other Board Members when making such decisions affecting their districts because they knew their districts best. She asked Mr. Triplett what he saw happening next if the decision was delayed. Mr. Triplett said he was hearing from his

constituents that they wanted to delay the decision to explore other options and have more opportunities for input. Ms. Bike noted that Mr. Triplett had previously mentioned working on a plan and bringing it for Board consideration during this timeframe. Mr. Triplett acknowledged that he had been working with Dr. Adams for a couple of years and had even pushed for an addition to Powell Elementary School, but he did understand that the resulting recommendation was a rezoning plan. Ms. Bike said she did not want to give families false hope that there were other options if there were none, but she did understand if families wanted more time to provide input.

Ms. Templeton said she also understood why this proposal felt quick, even though it had been worked on for a couple of years. She said she remembered that Mr. Triplett had communicated in December that the community did not want portables, and asked if they no longer had the same concerns. Mr. Triplett said the concerns were still there, but he was hearing from the community that they would prefer to stay in the portables if the only option was to rezone. Ms. Templeton asked Mr. Triplett if his community understood that a delay would remove the option of early exit transfers. Mr. Triplett said he believed that even if a decision was delayed, other grandfathering transfer options could be offered, just not the early exit option. Ms. Templeton asked if families would have fewer options the longer the Board delayed a decision. Ms. Lautner confirmed that was correct and that projections showed overcrowding at Powell Elementary may even exceed the portable capacity within 3 years. Ms. Templeton asked if teachers at Powell Elementary School would be moved to other schools if the rezoning happened. Assistant Superintendent of Business and Talent Jennifer Hemmelgarn confirmed that if the proposal were approved, it would require a number of teachers to move in accordance with staffing formulas at affected schools.

Ms. Bike asked if someone could speak about the transfer options. Ms. Lautner explained that if students were rezoned to Karns Elementary School, it would create a purity of feeder pattern through the 12th grade for those students. For those who chose to stay at Powell Elementary, they would then be zoned for Karns Middle School or they could apply for a general transfer to Powell Middle School, and those same students were already zoned for Karns High School. Ms. Lautner said the options did not change for students who would be moved to Brickey-McCloud Elementary School since they would still be zoned for Powell Middle School and Powell High School. She also noted that during the recent community meeting it was discovered that a small portion of the rezone would have resulted in students going to Karns Elementary, then Powell Middle and Powell High Schools, and that there was much appreciation for that discovery, since it had allowed a change to the plan to address that issue. Ms. Bike asked if there would still be time for 5th graders to apply for a transfer if the rezoning proposal did not get approved. Ms. Lautner said any delay would take away the early exit transfer option, so those families would only have the option of applying for a general transfer, which was lottery-based and constrained by school capacity and staffing capacity.

Ms. Henderson noted that as she had stated at the March 2 work session, her preference was to provide further opportunities for community input. She asked if anyone knew how many families wanted the early exit transfer option. Ms. Lautner said the numbers were not known, but both Karns Elementary and Brickey-McCloud Elementary Schools were receiving a high number of calls about the option. She noted that both schools were planning open houses if the rezoning plan were approved.

Ms. Kristy thanked Mr. Votta for his comments and said she appreciated the community for choosing one speaker. She noted that all rezoning conversations were really hard, but she simply did not see $60+ million in funding available for a new school any time soon. So, even though she understood the request for more time, approving the plan would allow families more grandfathering options. Ms. Kristy said she believed that if the plan were not approved, Board Members would then hear from families who felt they did not have enough time to plan, so she did not want to rush anything on that end either. She said because the longer the Board delayed the more the generous transfer options would change, which she believed could, in reality, make everything worse. Mr. Triplett said he believed if the situation drastically changed, the Board could revisit the transfer decisions. Ms. Kristy said they could always do that, but she felt the Board would be faced with the same decisions and with fewer options for families if the decision were delayed.

Ms. Morgan said she appreciated all the communications from Powell families, and she certainly did not want to split a community apart if there were other options, but if this plan was in the works for a couple of years, she did not see what any delay could do. She said she did not want to rush any decision, but after hearing from the Powell community in November about not feeling like their children were safe in the portables, it felt irresponsible for the Board not to take action to ensure that their students had an appropriate learning space.

Ms. Kristy noted that Ms. Fontenot-Ridley had made a motion to approve the proposal and the motion had been seconded by Mr. Wright.

<u>Roll Call</u>
Dr. Butler - Pass
Ms. Templeton - Pass
Ms. Fontenot-Ridley - Yes

Ms. Bike - Yes
Ms. Morgan - Yes
Ms. Henderson - No
Mr. Triplett - No
Mr. Wright - Yes
Ms. Kristy - Yes

Vote: 5-2-2 Passed

10 Public Forum

- Gavin Gambuzza of Knox County, Tennessee addressed the Board regarding a student that disappeared while on a field trip in 1976.
- Candace Bannister of Knox County, Tennessee addressed the Board regarding bullying.
- Laura Dean Allen of Knox County, Tennessee addressed the Board regarding English as a Second Language (ESL) students.

The meeting was adjourned at 6:08 pm.

Date Approved:

Chair:

_____

Secretary:

_____

KNOX COUNTY BOARD OF EDUCATION
POLICY REVIEW
MARCH 27, 2026

MINUTES

The Knox County Board of Education met for a policy review meeting at 10:00 am on Friday, March 27, 2026 in the Boardroom of the Summer Place Building at 500 W. Summit Hill Drive, Knoxville, Tennessee. The meeting agenda was posted on the Knox County Board of Education webpage.

Present:	John Butler, District 1
	Anne Templeton, District 2
	Patricia Fontenot-Ridley, District 3
	Katherine Bike, District 4
	Lauren Morgan, District 5
	Steve Triplett, District 7
	Travis Wright, District 8
	Kristi Kristy, District 9
Absent:	Betsy Henderson, District 6

1 Review of J Section Policies J-190 through J-330

Board Policies J-190 through J-330 were reviewed. Proposed revisions to Policies J-190, J-191, J-193, J-195, J-196, J-211, J-212, J-250, J-280, J-281, J-320, and J-330 would be added to Board's April 2026 regular session agenda for Board consideration.

2 Other business

At the January 23, 2026 policy review meeting, it was noted that Policies C-180, C-181, and I-450 would discussed at this meeting. Those policies were delayed, but would be reviewed at a future meeting.

The meeting was adjourned at 10:46 am.

Date Approved:

Chair:

_____

Secretary:

_____

Board of Education Regular Session **5. C. 1.**

Meeting Date: 04/09/2026

Bid 3709 Award to Sysco Knoxville, LLC

Submitted By: Terri Coatney

Department: Operations **Division:** School Nutrition

Explanation

Approve Award of Bid 3709 to Sysco Knoxville, LLC for provision of Commercially Delivered Food for School Cafeterias for a one (1) year term, which may be extended for four (4) additional years

Fiscal Impact

Attachments

Award Notification & Bid Documents

Fiscal Note

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Food for Schools Commercial Delivery
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Sysco Knoxville LLC
Vendor Contact:	Amber Whitaker (amber.whitaker@sysco.com)
Buyer:	Susan Colella
Date:	March 18, 2026

Sysco Knoxville LLC has been issued this Notice of Intent Award for the provision of Food for Schools Commercial Delivery as described in Invitation for Bid 3709. Carefully review the document and if you are in agreement with the terms and conditions set forth in Invitation for Bid please signify by providing an authorized signature in the space provided below. Please email to susan.colella@knoxcounty.org.

Pending Contract Execution.

Authorizing signature: _____ Date: 3/19/26

If you are not in agreement with any of the above information, please contact Susan Colella in the Procurement Division of Knox County at 865.215.5769.

Susan Colella

Susan Colella
Knox County Procurement
Knox County Government

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of March, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-179

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/30/2026

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Food for Schools Commercial Delivery** as specified herein. Bids must be received by **2:00 p.m. EST** on **March 2, 2026**. Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 3709
Knox County Procurement Division
Suite 100, 1000 North Central Avenue
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Susan Colella, Senior Buyer, at 865.215.5769 or emailed to susan.colella@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (IFB).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse you can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line-item basis or schedule basis. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and manufacturer codes listed. References to brand names, manufacturer codes, or other descriptions particular to specific brand products are made to establish a required level of quality and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered as alternates if proof of comparability is received and approved through the sample process as detailed in Section 3.45.

1.8 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women-owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods
Administrator of Business Outreach
Telephone: 865.215.5760
Email: diane.woods@knoxcounty.org
Fax: 865.215.5778

1.9 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.10 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and (1) exact copy. No copies are needed with an electronic bid response.

1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition(s). Failure to comply with any such condition may result in the bid being considered non-responsive and disqualified.

1.12 **DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications to which they are submitting. Vendors must also provide descriptive literature with their bid.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's online Procurement system. Facsimile and email submission are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and bids for our vendor-clients and online requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County please go to our website at www.knoxcounty.org/procurement, register as a vendor in our online Procurement system, "KnoxBuys," to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by bidder in the preparation of their bid.

1.16 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.17 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.18 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given card information and approval to process the transaction by the requesting department.

Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited from charging Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.19 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.20 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.22 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:

1.22.1 Be submitted on recycled paper.
1.22.2 Not include pages of unnecessary advertising.

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **February 16, 2026 @ 4:30 P.M.** local time. These requirements also apply to specifications that are ambiguous.

1.24 **SIGNING OF BIDS: In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.

1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.27 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.28 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.29 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.30 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. Please register online at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County will not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to bid opening.

1.31 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring, or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State and local laws, statutes, ordinances and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees and any vendor subcontractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached, or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission and right of set-off, refund, incidental, consequential and compensatory damages, and reasonable attorney fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or bid and signature, it is current in its respective Federal, State, County and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** This solicitation is to obtain Food for Schools via Commercial Deliveries as required by Knox County and Knox County Schools Nutrition Department. Award will be based on Best Value.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services and/or the goods that are provided. Acceptance may require a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS OF GOODS AND/OR SERVICES:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year award. Upon the mutual agreement of the vendor and Knox County, the award may be extended four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of the County. Should the County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County and is therefore considered an open document under the Open Records Act.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to the IFB.

3.7 **BILLING FOR SCHOOLS:** Invoices shall be submitted in duplicate for each order to each delivery site, with the Bill To address being Knox County Schools School Nutrition Department, P.O. Box 2188, Knoxville, TN 37901. Invoices shall contain the following information: specific location name and account number, purchase order number, invoice number, item number, item description, quantity, unit price, extended totals and applicable discounts noted for items delivered. All terms and discounts must be listed on the invoice. Failure to enter the above information on the invoice may cause a delay in payment.

A statement of unpaid invoices and credits shall be prepared monthly. Accounts will close on the last day of the month. Invoices must be delivered as stated above and statements shall be forwarded no later than the five (5) business days after the end of each month to the attention of Knox County School Nutrition Department.

Each statement must contain the following:

- Name of school location.
- Listing of unpaid invoices to include invoice number, date on invoice, and total amount of invoice.
- Listing of outstanding credits to include invoice number, date on credit, and total amount of credit.

3.8 **BUY AMERICAN REQUIREMENT CERTIFICATE:** Knox County School Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at brett.foster@knoxschools.org, a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.

3.9 **CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attached is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response. Failure to submit the certificate will result in the bid being deemed nonresponsive.

3.10 **CERTIFICATE REGARDING DEBARMENT:** Attached is a Debarment Certification. All vendors must complete the form and submit it with their bid response. Failure to submit the certificate will result in the bid being deemed nonresponsive.

3.11 **CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, the County reserves the right to consider accepting these changes provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County Schools and/or provide improved goods or services.

3.12 **CODE OF CONDUCT:** The following conduct will be expected of all person(s) who are engaged in the awarding and administration of contracts supported by Knox County School Nutrition Program Funds.

3.12.1 No employees, officer or agent of Knox County or the School Nutrition Program shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent would be involved.

3.12.2 Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:

a) The employee, officer or agent
b) Any member of his/her immediate family
c) His or her partner
d) An organization which employs or is about to employ one of the above

3.12.3 Knox County School Nutrition employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to sub-agreements.

3.12.4 The purchase of any food or service from a Contractor for individual use is prohibited using school bid prices.

3.12.5 The removal of any food supplies or equipment for individual use is prohibited.

3.12.6 The outside sale of such items as used oil, empty cans and the like will be sold by contract according to the School Board policy and the outside agency.

3.12.7 Failure of any Knox County School Nutrition employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Knox County Procurement Division. The Knox County Procurement Division will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the schools.

3.12.8 Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

3.13 **DELIVERY:** See attached list of billing addresses for each participating school location and each school's cafeteria manager. Deliveries must be made to each school between the hours of 6:00 AM and 1:30 PM (Eastern Time). In addition, the vendor must keep informed of emergency school closings (i.e. snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day schools are reopened, unless notified otherwise. School closings are announced on local television and radio. Deliveries are to be made FOB destination to each school. Contractor must schedule delivery with each school. Delivery schedules may differ per school. However, it is anticipated that deliveries will be made at a minimum of one (1) time per week for larger locations and two (2) times per week for smaller locations.

3.14 **DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within a reasonable time as interpreted by the participating schools, or failure to make replacements of rejected items when so requested, immediately or as directed by the participating schools, shall constitute authority for the participating schools to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse the participating schools, within a reasonable time specified by the participating schools, for any expense incurred in excess of the contract price.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.16 **DRUG-FREE WORKPLACE:** If Contractor has five or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

3.17 **ELECTRONIC ORDERING:** If vendor has an internet-based ordering system, vendor should include details of the system with the bid. Participating schools may or may not wish to order electronically.

3.18 **EQUAL EMPLOYMENT OPPORTUNITY:** All contracts awarded in excess of $10,000 by grantees and their contractors or subcontractors shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented under the Department of Labor Regulations 41 CFR, Part 60.

3.19 **EVALUATION CRITERIA:** The following criteria will be the basis for award.

Cost **100 Points**

3.20 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.21 **FUEL CHARGES:** Contractor, at its own expense, is liable for all fuel costs related to performance. **No fuel surcharges will be accepted or paid by Knox County.**

3.22 **HAZARD ANALYSIS CRITICAL CONTROL POINTS STATEMENT:** Vendors shall certify that all products packed by their institution or at their facility are manufactured under the Good Manufacturing Practices (GMP) as outlined by the FDA. Vendor so states that they employ the principles of Hazard Analysis Critical Control Points (HACCP) in all of their processing lines and write or provide a statement thereto. **Failure to include this statement in the vendor's bid response will render the bid non-responsive.**

3.23 **IDENTIFICATION:** Employees of the vendor shall have proper identification displayed at all times while on Knox County property.

3.24 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign, and have its insurance agent sign the attachment and submit it with the bid response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverages and listing Knox County Government as an additional insured. It shall be the successful Contractor's responsibility to always keep a current COI on file with Knox County Procurement.

3.25 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.26 **LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.

3.27 **LINES OF COMMUNICATION:** Only the department representative shall instruct or make requests of the successful Contractor. All communications relating to bid pricing between the Knox County department and the vendor shall be in writing with a copy to the Knox County Procurement Division representative. The successful Contractor must designate a representative (contact person) to facilitate day-to-day problems, matters concerning the program, policy, negotiations, etc. In addition, the successful Contractor shall appoint an account sales representative to confer with the department representative in matters pertaining to products, product mark-outs and delivery schedules.

3.28 **MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:**

- Minimum 5 years' experience supplying similar product/commodities and services to school districts and letters of reference from a similar school system of size and scope (hospitals, nursing facilities, etc.);
- Must have a certificate for the "Buy American" regulation for food as required by the USDA;
- Must have a statement adhering to the HACCP standards for food processing as described by the USDA.

3.29 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.

3.30 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this invitation for bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.

3.31 **NOTATIONS:** Bids must be submitted on attached bid forms. A copy of the Excel pricing sheet can be requested by emailing Susan Colella at susan.colella@knoxcounty.org. **Bidders are required to fill out the Excel pricing sheet in full and include it with their online submission, along with a PDF version of the completed pricing sheet.** All prices and quotations shall be shown in ink or typewritten. Quote on each item separately. Prices quoted must be net, including all trade discounts, rebates, and billbacks. Sheltered income agreements between the vendor and the manufacturer are of no concern or consequence to Knox County.

Prices quoted must be Fixed Cost plus Fixed Fee for Delivery method and must be submitted in separate columns to clearly ascertain what the manufacturer's cost is to the distributor and what the delivery fee per case will be during the term of a twelve (12) month period. The delivery fee must be the same per case for each item bid regardless of the size or case weight. Delivery fee for items that are split must be charged as the fractional equivalent of the delivery fee per case.

Any new items added during the contract period must be at the case price negotiated with the manufacturer and for the awarded per case delivery fee. No additional changes in price are allowed outside of the initial award and renewal periods. Vendor must state brand, unit price and extension for each item. Informalities such as mathematical errors may be waived; corrections may be made adjacent thereto but should be initialed in ink by the vendor.

If a vendor submits a non-specified item that has not been previously approved through the sampling process, that item will be calculated at the highest price submitted from all vendors for that line item. If there are no-bid items from a bidder, the item will be removed from the overall bid calculation.

All purchase orders placed under this Contract shall be delivered and invoiced at the Contract price prevailing at the time the order is placed, regardless of the actual delivery date. Pick up pricing can be included in addition, but the final judgment will be based on delivered pricing. Any minimum quantities or shipping restrictions must be stated clearly on the bid. Vendors must be willing to extend credit to Knox County.

Knox County reserves the right to perform a financial audit every six (6) months to verify that all costs provided to Knox County School Nutrition Department, through the awarded bidder, are being honored. Additionally, each contract year, the awarded distributor must submit all manufacturer agreements to Knox County School Nutrition Department to show the cost to the distributor.

3.32 **NUTRITIONAL INFORMATION:** Vendor must provide nutritional information upon request.

3.33 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

3.34 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.35 **PACKAGING:** Knox County will not be liable for any charges for packaging, crating, carting, drayage or storage in excess of the purchase price of this order unless stated otherwise herein.

3.36 **PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties for failure to perform may be used:

- Payment for items bought from other sources
- Termination of Contract
- Suspension from future business
- Legal action and civil penalties
- Criminal action

3.37 **PRICING:** Due to the nature of the products required in this solicitation, Knox County will allow the successful bidder(s) to request a price increase every six (6) months for the duration of the Contract. Any request for a price adjustment must be received no later than June 1st for the period beginning July 1st, and no later than December 1st for the period beginning January 1st of each contract year. If a requested price increase is not received within the stated timeframe, no increase will be granted. Contractors will not be eligible for price increases at any other time during the Contract term.

All price increase requests must be based solely on documented manufacturing price increases. All requests for fixed fee price increase will only be considered during twelve-month renewal periods. Requests that do not include sufficient proof of manufacturing cost increases will be denied.

Price increase requests shall include at a minimum:

3.37.1 A detailed explanation of the cause for the adjustment, supported by documentation demonstrating an actual increase in manufacturing costs. Acceptable documentation may include, but is not limited to, letters or notices from manufacturers or suppliers.
3.37.2 The amount of the change requested, supported by written documentation tied to the Producer Price Index (PPI) and directly linked to the demonstrated manufacturing cost increase.
3.37.3 Written notice to Knox County at least thirty (30) days prior to the start of the upcoming six month term.

If a price increase is rejected, the vendor may:

3.37.4 Continue with the existing price.
3.37.5 Request a lower price increase.
3.37.6 Decline the renewal offer.

All approved price increases will be tied to the Producer Price Index (PPI) for the items listed and must be supported by proof of manufacturing cost increases. If a price increase is approved by Knox County Schools Nutrition, the Contractor will be notified via email of the approval, the new price schedule, and the effective date. This documentation will become part of the bid file. No verbal approvals will be authorized.

3.38 **PROTEST PROCEDURES:** Occasionally, there will be complaints from vendors that the process of awarding a sealed bid has been unfair in some manner. While Knox County maintains excellent vendor relations, procedures do exist should a vendor claim that the process is not fair.

The Knox County Procurement Division has established the following procedures concerning protests of awards. The goal of these procedures is not to "protect the department". Instead, the goal of these procedures is to arrive at a just settlement of disputes between the County and vendors. As a first step, vendors who believe there has been a problem with the process or decision should contact the buyer associated with the bid in question. Usually, the buyer will be able to explain the County's rationale for the decision and the vendor will be satisfied. However, if the vendor is still not satisfied, the following steps may be taken:

The vendor may notify the Procurement Director, in writing, within the first three (3) business days following notification that the bid has been awarded. **Knox County will not consider complaints filed electronically.**

Complaints received after three (3) business days after the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision." The written protest should include:

1. The name and address of the protestor.
2. The bid name, bid number, date and any other pertinent information.
3. A statement of reason for the protest.
4. Any supporting documents, exhibits or evidence to substantiate the protest.

The Procurement Director will review the protest and announce a decision (in writing). Recognizing that holding the purchasing process up any longer than necessary is detrimental to the interests of the County, the Purchasing Director will announce the decision as soon as possible. In any case, a decision will be made within five (5) business days of the receipt of the protest. If the vendor is still not satisfied, there is one appeal step. The concerned vendor may file an appeal with the Senior Director of Finance.

This appeal must be filed within three (3) business days from the issuance of the Procurement Director's decision. The Senior Director of Finance will again review the information and the previous decisions. A decision will be issued within five (5) business days. A final appeal may be made within three (3) business days to the County Mayor.

Please note that in those cases were delaying the purchasing process would endanger the health of the residents of Knox County, cause additional and extensive damage to the County or would adversely affect County programs, Knox County will not stop the process.

3.39 **QUANTITIES PER DELIVERY SITE:** Vendor shall give minimum quantities for one delivery stop. Minimums may be expressed in the terms of number of cases of combined items, number of cases on a single item, minimum weight per drop or minimum dollar value per drop. If no minimum quantities exist, please state in Section V Vendor Information.

3.40 **QUANTITIES SHOWN:** The quantities shown in this IFB represent the best estimates that Knox County requires supporting their current program. The quantities to be purchased may vary depending upon internal changes. Knox County does not assume or accept responsibility to purchase the total quantities listed. Knox County reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which Knox County shall be obligated to purchase under this Contract or relieve the vendor of his/her obligation to fill all orders placed by the County.

3.41 **RECALLS:** A contact name, number and email address must be provided by the vendor in the event of a recall. Brett Foster, Executive Director of School Nutrition, and Kelli Smith, Vendor Liaison, must be contacted immediately and notified of any recall.

Contact information: Brett Foster, 865-594-3614, email @ brett.foster@knoxschools.org
Kelli Smith, 865-594-3767, email @ kelli.smith@knoxschools.org

3.42 **REGULATION COMPLIANCE:** The Knox County School Nutrition Department policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The Knox County School Nutrition Department, therefore, must be assured by the successful vendor in this bid that the institution is an equal opportunity employer according to the provisions of the Act. All Contracts will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738.

Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL94-165). Positive efforts will be made to involve minority and small businesses.

A Certificate on Lobbying as well as a Debarment/Suspension Certificate must be signed for all contracts.

3.43 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular goods and/or services.

3.44 **REMOVAL OF VENDOR EMPLOYEES:** The successful Contractor agrees to utilize only experienced, responsible and capable people in the performance of this contract. Knox County may require that the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Knox County.

3.45 **SAMPLES FOR REQUESTED ALTERNATES:** If choosing to request an alternate, Knox County and Knox County School Nutrition requests samples of items not listed as the preferred brand. **Bidders will be required to submit the Alternate Information Spreadsheet listing each line item for which they are requesting approval.** Bidders will be required to provide enough samples to test with students and School Nutrition Staff at no charge to Knox County in order to determine acceptability of the item. Comparable products of other manufacturers and items labeled or designated "distributor choice, or pre-approved alternate, sample required" are allowable and will be considered. Bidders must submit a sample to determine acceptability of any product they would like to be considered as an equivalent during the testing period.

At the discretion of Knox County School Nutrition Department, all products sampled must be sent to the location of choice, within the testing period timeframe, and must include clear preparation instructions, product code number, and nutritional data along with the Alternate Information Spreadsheet. If bidding products other than the manufacturer stated, and for consideration as a sample, bidders must include supporting documentation indicating the manufacturer of the product. **Failure to provide the required information with the sample when submitted will result in that item being disqualified.** Knox County School Nutrition Department may use various methods of determining acceptability including, but not limited to, personnel testing, student testing, and parent or student sensory panels.

Samples must be supplied no later than ***Monday, February 9, 2026,*** and samples not received by the deadline will not be considered or accepted as alternates. All deliveries of samples must be received no later than 10:00 AM on the date delivered to ensure that a representative of Knox County School Nutrition Department will be available to receive and properly store the product.

Samples must be delivered to:
Northwest Middle School Testing Kitchen
c/o Cafeteria—Commercial Food Bid Testing
5301 Pleasant Ridge Road
Knoxville, TN 37921

It is the intent of Knox County to notify bidders by ***Wednesday, February 11, 2026,*** if alternates are acceptable. However, if a delay does occur, bidders will be notified as soon as possible thereafter.

3.46 **SANITATION:** All products specified herein must be delivered in vehicles which are maintained in sanitary conditions and properly refrigerated (-5 degrees F). Knox County reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items.

Participating departments follow the principles of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the department's Safety Plan.

Vendors must be aware of the sanitation standards employed by their food suppliers.

Vendor's warehouses must be routinely inspected by State Officials. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food, Drug and Cosmetics Act, the State of Tennessee and local laws and regulations.

3.47 **SITE VISITS:** Knox County reserves the right to assess vendor capabilities through site visits. The purpose of the site visits is to determine the number of resources the vendor(s) possesses as well as to audit the vendor in order to complete the terms and conditions of any resulting contract. Knox County shall have the sole responsibility in determining vendor(s) capabilities. Knox County reserves the right to perform a financial audit every six (6) months to verify that all costs provided to Knox County School Nutrition Department by the manufacturer, through the awarded vendor(s), are being honored.

3.48 **SUBMIT QUESTIONS:** All questions regarding this bid must be submitted to Susan Colella no later than **4:30 P.M. Local Time on February 16, 2026.**

3.49 **UNLOADING PRACTICES:** Deliveries may be unloaded within a reasonable time frame; however, vendors are required to avoid unloading during time periods designated by the receiving school. These restricted times will be communicated in advance to ensure minimal disruption to school operations.

3.50 **USDA ASSURANCE STATEMENT:** The vendor 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. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
ix. Food and Nutrition Service (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 the 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.
x. 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 other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

3.51 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:

3.51.1 Fair and equitable treatment of vendor and owner.
3.51.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.

SECTION IV GENERAL PRODUCT SPECIFICATIONS

4.1 **AGE AND CONDITION OF ITEMS:** Stocks shall be fresh and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice and free from decay, discoloration or foreign matters. Containers are to be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Products delivered out of date must be picked up and new product(s) delivered.

All frozen food is to be delivered hard frozen at 0 degrees Fahrenheit or below. Partially thawed goods will be rejected. Bidder will not refreeze partially thawed deliveries. Inspection of both truck and product(s) by Knox County may be required.

Packages are to have uniform identifying codes stamped on the top or ends. In addition, this same uniform code may be stamped on the side of the shipping containers. Brands, item code, and count are to be clearly identified on master cases and boxes within master cases.

Container marking specifications are as follows:

- All product numbers must be clearly legible. Numerical markings must be at least ¾" high to denote code for warehouse personnel. Product codes on carton strap tape are not acceptable.

- Labels on finished cases must clearly distinguish processed, finished end-products from purchased equivalent products. Acceptable differences would be:

    a. Separate and different product numbers.
    b. Different colored labels denoting purchased vs. processed on a consistent basis.
    c. Different pack and box denoting purchased vs. processed on a consistent basis.
    d. Any combination of the above.

- Labels on all products must contain the company name, product description, product code number, and any ingredient items used in production of the product in legible print. This does not include label information that is required in producing finished end-products from USDA Commodities.

- Samples of labels which are to be used may be required from companies which have previously used a label which did not conform to the Knox County School Nutrition Department specifications and requirements.

- All products with labels not meeting approved specifications will be refused upon receipt by Delivery Location and the default provision will be enforced.

- No mixed pallet loads will be accepted at the Delivery Location. Products shipped must be separated by the product codes.

4.2 **DESTINATION AND DELIVERY:** All items ordered under this Contract shall be delivered to Knox County Schools. It is Knox County School Nutrition Department's choice for product delivery assignment to schools (see attached list) on an as needed basis to the extent of feasibility. Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the destination. **There will be no additional charges.**

4.3 **INSPECTION AND ACCEPTANCE:** Inspection and acceptance of all items shall be at final destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the manufacturer at no cost to Knox County. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of this Contract.

4.4 **MANUFACTURER SPECIFICATIONS:** No product will be considered for an award, if an approved nutritional analysis sheet/product formulation sheet and specification sheet is not available to accompany the bid price when requested by Knox County Schools Nutrition Department.

4.5 **NUTRITIONAL DATA SHEETS:** Nutritional Data Sheets (NDS) must be provided upon request. The schedule must include detailed description of product, portion size, number of portions per unit, raw ingredients, caloric and nutritional value, and all other requirements and facts as mandated by the USDA for the production of consumable food. **If bidding alternate items, the NDS must be provided with the samples when delivered for testing.**

4.6 **USAGE:** Approximate usage will be for **33,000** reimbursable lunches and **13,000** reimbursable breakfasts **per day**. Usage will be for **89** schools (not all sites are delivery locations) in the Knox County School Nutrition Department. The usage will vary depending on pricing and volume at the time the bid is submitted. Knox County does not guarantee amounts to be ordered under this solicitation. The above information is for informational purposes only and is no way considered a guarantee of quantities to be ordered.

4.7 **SCHEDULE 100 REFRIGERATED ITEMS**

4.8 **SCHEDULE 200 MEAT AND ENTREES**

4.9 **SCHEDULE 300 FROZEN ITEMS**

4.10 **SCHEDULE 400 DRY GOODS**

4.11 **SCHEDULE 500 JUICE & SPECIALTY BEVERAGES**

Do not return pages one (1) through sixteen (15) with your submittal.

SECTION V VENDOR INFORMATION FOR BID 3709, FOOD FOR SCHOOLS COMMERICAL DELIVERY

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor Street Address _____

City _____ State _____ Zip Code _____

5.4 Telephone Number _____

5.5 Fax Number _____

5.6 Contact Person _____

5.7 Contact Person Email Address _____

5.8 Vendor's Knox County Business License Number _____
(If applicable, attach a copy of the license.)

5.9 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing signature_____
(Sign Original in Blue Ink, by signing here you agree to the above statements.)

5.10 Have you included a copy of your Knox County Business License? (If applicable) _____ Yes _____ No

5.11 Will you accept a credit card (VISA) as a form of payment per Section 1.18? _____ Yes _____ No

5.12 Did you include the Criminal History Records Check as per Section 2.7? _____ Yes _____ No

5.13 Did you include the Drug-Free Workplace Certificate per Section 3.16? _____ Yes _____ No

5.14 Do you have electronic ordering as per Section 3.17? _____ Yes _____ No

5.15 Did you include the HACCP Statement per Section 3.22? _____ Yes _____ No

5.16 Did you include the Insurance Checklist as per Section 3.24? _____ Yes _____ No

5.17 Did you state minimum quantities as per Section 3.39? _____ Yes _____ No

If there are minimum quantities, state here: _____

5.18 List contact name, number and email in the event of a recall:
_____

5.19 Do you comply with the USDA Assurance Statement as per Section 3.50? _____ Yes _____ No

5.20 Did you include all certifications? _____ Yes _____ No

5.21 **Addendum received for this bid:**

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

5.22 **Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

Request for Approval of Bid Alternate, Food for Schools
Per Section 3.45

Bid Category _____

Bid Line Number _____

Proposed Brand _____

Proposed MFG # _____

Proposed Pack Size _____

**Include this sheet with each sample you wish to be considered.

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

AFFIDAVIT OF COMPLIANCE WITH DRUG-FREE WORKPLACE

AFFIDAVIT OF COMPLIANCE WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF TENNESSEE CODE

ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, president or other principal

Officer of _____, swear or affirm that the Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

_____
Name of Company

STATE OF TENNESSEE} COUNTY OF }

Subscribed and sworn before me by _____, President or

Principal Officer of _____, On this day of 2_____.

_____
Notary Public

My Commission expires: _____

Certification Regarding "Buy American" Requirements

***This is also available in an Excel version, please contact the Procurement Division Representative listed in Section 1.1 of this document.**

We require that suppliers comply with the Buy American provision in all program meals and:
(1) certify that the products they are offering are domestic; or
(2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will consider a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least 5 days prior to the scheduled delivery date. In all cases, Knox County Schools Nutrition Department is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

Requested Waiver Items

Item as specified (include vendor number)	Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item	Reason for waiver request, denote one of the following: 1. Limited or lack of availability 2. Price	Country of origin

*Use additional pages if needed.

I/We certify that all food items on this bid have at least 51% U.S. content and were processed in the U.S., except for those listed above.

Date: _____

Vendor Name: _____

Authorized Signature: _____

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, on behalf of _____
Name of Official Name of Vendor

hereby certify that:

(1) No Federal appropriated funds have been paid or will be paid by of on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, renewal amendment, or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loan and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
Signature of Company Official

_____
Official's Title

_____
Date

AD-1048
0027

OMB No. 0505-

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

USDA

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 CFR §§ 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 civil fraud, privacy, and other statutes may be applicable to the information provided.

(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 State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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.intake@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 which 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 CFR 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.

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

INSURANCE CHECKLIST

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGG REGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
NO	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ **AUTHORIZING SIGNATURE:** _____

Shipping Addresses for Participating Schools

School	Address	Manager	Phone Number
A.L. Lotts Elementary School	9320 Westland Drive Knoxville, TN 37922	George-Anna Goodin	865.539.8611
Adrian Burnett Elementary	4521 Brown Gap Road Knoxville, TN 37918	Kristan McNeil	865.689.1474
Amherst Elementary School	5101 Schaad Road Knoxville, TN 37931	LaDonna Reed	865.560.7001
Austin-East Magnet High School	2800 Martin Luther King Jr. Ave Knoxville ,TN 37914	April Upton	865.594.3792
Ball Camp Elementary School	9801 Middlebrook Pike Knoxville, TN 37919	Lisa Huffman	865.539.7888
Bearden Elementary School	5717 Kingston Pike Knoxville, TN 37919	Misty Newhouse	865.909.9000
Bearden High School	8352 Kingston Pike Knoxville, TN 37919	Kristy Powell	865.539.7800
Bearden Middle School	1000 Francis Road Knoxville, TN 37909	Brian McFalls	865.539.7839
Beaumont Elementary	1211 Beaumont Avenue Knoxville, TN 37921	Cassandra Gilbreath	865.594.1272
Belle Morris Elementary	2308 Washington Pike Knoxville, TN 37917	Tina Dinges	865.594.1277
Blue Grass Elementary School	8901 Bluegrass Road Knoxville, TN 37922	Trisha Mendoza	865.539.7864
Brickey-McCloud Elementary School	1810 Dry Gap Pike Knoxville, TN 37918	Annette Hendricks	865.689.1499
Carter Elementary School	8455 Strawberry Plains Pike Knoxville, TN 37871	Amanda Brown	865.933.4172
Carter High School	210 N. Carter School Road Strawberry Plains, TN 37871	Christie Brewer	865.933.3434
Carter Middle School	204 North Carter School Rd. Strawberry Plains, TN 37871	Beth Lively	865.933.3426
Cedar Bluff Elementary School	705 N. Cedar Bluff Road Knoxville, TN 37923	Nikki Lee-Mayes	865.539.7721
Cedar Bluff Middle School	707 N. Cedar Bluff Road Knoxville, TN 37923	Samantha Hester	865.539.7891
Central High School	5321 Jacksboro Pike Knoxville, TN 37918	Jennifer De la Torre	865.689.1400
Chilhowee Intermediate	5005 Asheville Highway Knoxville, TN 37914	Tiffany Hensley	865.594.1285
Christenberry Elementary School	927 Oglewood Avenue Knoxville, TN 37917	Amber Haar	865.594.8500
Copper Ridge Elementary School	2502 E. Brushy Valley Road Powell, TN 37849	Jennifer Dyess	865.938.7002
Dogwood Elementary School	705 Tipton Avenue Knoxville, TN 37920	Bobbi Dunbar	865.579.5677
East Knox County Elementary School	9315 Rutledge Pike Mascot, TN 37806	Julie Bailey	865.933.3493

Farragut High School	11237 Kingston Pike Knoxville, TN 37922	Brittney Harper	865.966.9775
Farragut Middle School	200 West End Ave Knoxville, TN 37934	Chelsey Davis	865.966.9756
Farragut Primary School	509 N. Campbell Station Rd. Knoxville, TN 37934	Melanie Mohr	865.966.5848
Fountain City Elementary	2910 Montbelle Drive Knoxville, TN 37918	Danyel Rhode	865.689.1445
Fulton High School	2509 N. Broadway Knoxville, TN 37917	Joyce Turner	865.594.1240
Gibbs Elementary School	7715 Tazewell Pike Corryton, TN 37721	Samantha Young	865.689.1497
Gibbs High School	7628 Tazewell Pike Corryton, TN 37721	Melissa Hargis	865.689.9130
Gibbs Middle School	7625 Tazewell Pike Corryton, TN 37721	Tami Benziger	865.689.1712
Green Magnet Academy	801 Town View Drive Knoxville, TN 37915	Tina Shields	865.594.1324
Gresham Middle School	500 Gresham Road Knoxville, TN 37918	Tina Dyer	865.689.1430
Halls Elementary School	7502 Andersonville Pike Knoxville, TN 37938	Tiffany Barnett	865.922.7445
Halls High School	4321 E. Emory Road Knoxville, TN 37938	Dawn Freeman	865.922.7757
Halls Middle School	4317 E. Emory Road Knoxville, TN 37938	Marsh Day	865.922.7494
Hardin Valley Academy	11345 Hardin Valley Road Knoxville, TN 37932	Ashley Massengill	865.690.9690
Hardin Valley Elementary School	11445 Hardin Valley Road Knoxville, TN 37932	Linda Haar	865.470.2088
Hardin Valley Middle School	2280 Steele Road Knoxville, TN 37932	Pam Clabough	865.539.7827
Holston Middle School	600 Chilhowee Drive Knoxville, TN 37924	Jamel Fletcher	865.594.1300
Inskip Elementary School	4701 High School Road Knoxville, TN 37912	Deborah Cantonwine	865.689.1450
Karns Elementary School	8108 Beaver Ridge Road Knoxville, TN 37931	Wilma Dunaway	865.539.7767
Karns High School	2710 Byington Solway Road Knoxville, TN 37931	Cynthia Cline	865.539.8670
Karns Middle School	2925 Gray Hendrix Road Knoxville, TN 37931	Cheri Trott	865.539.1746
Lonsdale Elementary School	1505 Louisiana Avenue Knoxville, TN 37921	Krista Cleveland	865.594.1330
Mill Creek Elementary School	10521 Coward Mill Road Knoxville, TN 37931	Rachel O'Donnell	865.539.5500
Mooreland Heights Elementary School	5315 Magazine Road Knoxville, TN 37920	Joy Witt	865.579.2105
Mount Olive Elementary School	2507 Maryville Pike Knoxville, TN 37920	Dianna Smithers	865.579.2170

New Hopewell Elementary School	757 Kimberlin Heights Road Knoxville, TN 37920	Lisa Crisp	865.579.2194
Northshore Elementary School	1889 Thunderhead Road Knoxville, TN 37922	Tonya Sunayama	865.670.4104
Northwest Middle School	5301 Pleasant Ridge Road Knoxville, TN 37912	Tamara Kirkpatrick	865.594.1345
Norwood Elementary School	1909 Merchant Drive Knoxville, TN 37912	Victoria Greene	865.689.1460
Pleasant Ridge Elementary School	3013 Walnoaks Road Knoxville, TN 37921	Jemma Torres	865.594.1354
Pond Gap Elementary School	1401 Hollywood Drive Knoxville, TN 37909	Tammy Collins	865.909.9040
Powell Elementary School	1711 Spring Street Knoxville, TN 37849	Page Ault	865.938.2048
Powell High School	2136 W. Emory Road Powell, TN 37849	Shannon Hall	865.938.2171
Powell Middle School	3329 West Emory Road Knoxville, TN 37849	Teresa Shoffner	865.938.9008
Ritta Elementary School	6228 Washington Pike Knoxville, TN 37918	Tonya Lynn	865.689.1496
Rocky Hill Elementary School	1200 Morrell Road Knoxville, TN 37919	Angie Miller	865.538.7844
Sarah Moore Green Magnet Technology Academy	3001 Brooks Road Knoxville, TN 37919	Debbie Nelson	865.594.1328
Sequoyah Elementary School	942 Southgate Road Knoxville, TN 37919	Deana Carr	865.594.1360
Shannondale Elementary School	5316 Shannondale Road Knoxville, TN 37918	Linda Clark	865.689.1465
South-Doyle High School	2020 Tipton Station Road Knoxville, TN 37920	Alexis Householder	865.577.4475
South-Doyle Middle School	3900 Decatur Road Knoxville, TN 37920	Lori Roman	865.579.2133
Spring Hill Elementary School	4711 Mildred Drive Knoxville, TN 37914	Hollie Kattawar	865.594.1365
STEM School	401 Henley St Knoxville, TN 37902		865.329.8440
Sterchi Elementary School	900 Oaklett Drive Knoxville, TN 37912	Sara Ault	865.689.1470
Sunnyview Primary School	412 Bagwell Lane Knoxville, TN 37924	Fran Harbin	865.594.1173
Vine Middle Magnet Performing Arts And Science Academy	1807 Martin Luther King, Jr. Ave Knoxville, TN 37915	Nur Hacker	865.594.4465
West Haven Elementary School	3620 Sisk Road Knoxville, TN 37921	Tracy Fuqua	865.594.4467
West High School	3300 Sutherland Avenue Knoxville, TN 37919	Monica Strong	865.594.4477
West Hills Elementary School	409 Vanosdale Road Knoxville, TN 37909	Kim Rucker	865.539.7850
West Valley Middle School	9118 George Williams Road Knoxville, TN 37922	Heather Graves	865.539.5145

Whittle Springs Middle School	2700 White Oak Lane Knoxville, TN 37917	Stephanie Day	865.594.4474

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid No. 3709
Food for Schools Commercial Delivery

Addendum Date: January 29, 2026 **Buyer: Susan Colella**

Closing Date: March 2, 2026 @ 2:00 P.M. EST **Total Page(s): 2**

The following is for clarification:

Question 1. Is this a manufacturer bid or through distribution?

Answer 1. This is a bid through distribution only.

Question 2. Please verify if sample submittals can be direct or if a distributor must submit samples on behalf of manufacturer.

Answer 2. Sample submittals should be direct from a manufacturer. The alternate information spreadsheet should be completed and sent with any request for an alternate.

The following is to be amended:

Removed:

BUY AMERICAN REQUIREMENT CERTIFICATE: Knox County School Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at brett.foster@knoxschools.org, a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Amended to:

BUY AMERICAN REQUIREMENT CERTIFICATE: Knox County School Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at brett.foster@knoxschools.org, a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.

Exceptions for non-domestic products may not exceed the following thresholds per total program food cost per school year per USDA's Final Rule described in USDA Memo SP 23-2024:

- School year 2025-2026: 10%
- School year 2028-2029: 8%
- School year 2031-2032: 5%

Exceptions are limited to the following:

- Products listed on the Federal Acquisitions Regulations Non-available Articles list found at 48 C.F.R. §25.104;
- Products that are not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality; and/or
- The cost of a US product is significantly higher than the non-domestic product.

Knox County Schools Nutrition must show compliance with the Buy American Provision per 7 C.F.R § 210.16(d) and 7 C.F.R § 210.21(d). As such, the awarded vendor must supply sales/velocity reports as requested by Knox County Schools Nutrition so that non-domestic commercial food purchases can be tracked.

For the purposes of the Buy American Provision, the term "substantially" is defined as over 51% of a food product consisting of agricultural commodities that were grown domestically in the United States (USDA Memo SP 23-2024).

End of Addendum I.
Please acknowledge Addendum I in your response.

Susan Correa

Senior Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Invitation for Bid No. 3709
Food for Schools Commercial Delivery

Addendum Date: February 3, 2026 **Buyer: Susan Colella**

Closing Date: March 2, 2026 @ 2:00 P.M. EST **Total Page(s): 3**

The following is for clarification:

Due to a technical issue, a revised Excel pricing has been uploaded to the Knox County Procurement website at: https://www.knoxcounty.org/purchasing/ or you can email Susan Colella at susan.colella@knoxcounty.org.

Question 1. Due to inclement weather in Tennessee/School closings will there be an extension for samples delivery?

Answer 1. Yes, see amendments below.

The following is to be amended:

Removed:

3.45 SAMPLES FOR REQUESTED ALTERNATES: If choosing to request an alternate, Knox County and Knox County School Nutrition requests samples of items not listed as the preferred brand. **Bidders will be required to submit the Alternate Information Spreadsheet listing each line item for which they are requesting approval.** Bidders will be required to provide enough samples to test with students and School Nutrition Staff at no charge to Knox County in order to determine acceptability of the item. Comparable products of other manufacturers and items labeled or designated "distributor choice, or pre-approved alternate, sample required" are allowable and will be considered. Bidders must submit a sample to determine acceptability of any product they would like to be considered as an equivalent during the testing period.

At the discretion of Knox County School Nutrition Department, all products sampled must be sent to the location of choice, within the testing period timeframe, and must include clear preparation instructions, product code number, and nutritional data along with the Alternate Information Spreadsheet. If bidding products other than the manufacturer stated, and for consideration as a sample, bidders must include supporting documentation indicating the manufacturer of the product. **Failure to provide the required information with the sample when submitted will result in that item being disqualified.** Knox County School Nutrition Department may use various methods of determining acceptability including, but not limited to, personnel testing, student testing, and parent or student sensory panels.

Samples must be supplied no later than ***Monday, February 9, 2026,*** and samples not received by the deadline will not be considered or accepted as alternates. All deliveries of samples must be received no later than 10:00 AM on the date delivered to ensure that a representative of Knox County School Nutrition Department will be available to receive and properly store the product.

Samples must be delivered to:
Northwest Middle School Testing Kitchen
c/o Cafeteria—Commercial Food Bid Testing
5301 Pleasant Ridge Road
Knoxville, TN 37921

It is the intent of Knox County to notify bidders by ***Wednesday, February 11, 2026,*** if alternates are acceptable. However, if a delay does occur, bidders will be notified as soon as possible thereafter.

Amended to:

3.45 SAMPLES FOR REQUESTED ALTERNATES: If choosing to request an alternate, Knox County and Knox County School Nutrition requests samples of items not listed as the preferred brand. **Bidders will be required to submit the Alternate Information Spreadsheet listing each line item for which they are requesting approval.** Bidders will be required to provide enough samples to test with students and School Nutrition Staff at no charge to Knox County in order to determine acceptability of the item. Comparable products of other manufacturers and items labeled or designated "distributor choice, or pre-approved alternate, sample required" are allowable and will be considered. Bidders must submit a sample to determine acceptability of any product they would like to be considered as an equivalent during the testing period.

At the discretion of Knox County School Nutrition Department, all products sampled must be sent to the location of choice, within the testing period timeframe, and must include clear preparation instructions, product code number, and nutritional data along with the Alternate Information Spreadsheet. If bidding products other than the manufacturer stated, and for consideration as a sample, bidders must include supporting documentation indicating the manufacturer of the product. **Failure to provide the required information with the sample when submitted will result in that item being disqualified.** Knox County School Nutrition Department may use various methods of determining acceptability including, but not limited to, personnel testing, student testing, and parent or student sensory panels.

Samples must be supplied no later than ***Friday, February 13, 2026,*** and samples not received by the deadline will not be considered or accepted as alternates. All deliveries of samples must be received no later than 10:00 AM on the date delivered to ensure that a representative of Knox County School Nutrition Department will be available to receive and properly store the product.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Samples must be delivered to:
Northwest Middle School Testing Kitchen
c/o Cafeteria—Commercial Food Bid Testing
5301 Pleasant Ridge Road
Knoxville, TN 37921

It is the intent of Knox County to notify bidders by ***Tuesday, February 17, 2026,*** if alternates are acceptable. However, if a delay does occur, bidders will be notified as soon as possible thereafter.

Removed:

3.48 SUBMIT QUESTIONS: All questions regarding this bid must be submitted to Susan Colella no later than **4:30 P.M. Local Time on February 16, 2026.**

Amended to:

3.48 SUBMIT QUESTIONS: All questions regarding this bid must be submitted to Susan Colella no later than **4:30 P.M. Local Time on February 20, 2026.**

End of Addendum II.
Please acknowledge Addendum I in your response.

Susan Colella

Senior Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum III to Invitation for Bid No. 3709
Food for Schools Commercial Delivery

Addendum Date: February 18, 2026 **Buyer: Susan Colella**

Closing Date: March 2, 2026 @ 2:00 P.M. EST **Total Page(s): 3**

The following is for clarification:

1. Per Section 1.7, see the attached list of approved alternates. You may request a blank pricing sheet from the buyer as listed in Section 1.1 of Invitation for Bid No. 3709.

2. Provide pricing for pre-approved items as well as all approved alternates on all bid submissions. Per Section 3.40, Knox County quantities to be purchased will vary.

End of Addendum III.
Please acknowledge Addendum I, II and III in your response.

Susan Colella

Susan Colella
Senior Buyer
Knox County Procurement Division

Category	Bid Line	Proposed Brand	Proposed MFG #	Pack Size	Description	Note
100	4	Bongards	402951	168/1 oz.	String Cheese	
100	5	Bongards	402991	168/1 oz.	Lite String Cheese	
200	2	Tyson/Advance	10000015329	2/7.16 lbs	Hamburger	
200	3	Don Lee	CN19053	1000/0.5 oz	Meatballs	
200	6	Schwan's Food Service	73338	200 ea/cs	Cheese Sticks	
200	6	Wild Mike's	11001	112/2.00 oz.	Cheese Breadstick	
200	6	Bosco/Tyson	17020111120	144 ea/cs	Cheese Stuffed Breadstick	
200	7	Gold Creek Foods	8080	2/5 lb	Grilled Chicken	
200	7	Proview	62005	4/5 lb	Whole Muscle Grilled Filet	
200	8	Rich Chicks	54486	4/5 lb	Chicken Patty	
200	8	Gold Creek Foods	5001	2/5 lb	Chicken Patty	
200	8	Pilgrim's Goldkist	7516	6/5 lb	Chicken Patty	
200	9	Rich Chicks	54496	4/5 lb	Spicy Chicken Patty	
200	10	Rich Chicks	54487	4/5 lb	Chicken Nuggets	
200	10	Pilgrim's Goldkist	7518	6/5 lb	Chicken Nuggets	
200	11	Pilgrim's Goldkist	615400	6/5 lb	Breakfast Chicken Patty	
200	12	Rich Chicks	43424	4/5 lb	Chicken Tender	
200	12	Pilgrim's Goldkist	7527	6/5 lb	Chicken Tender	
200	13	Rich Chicks	43404	4/5 lb	Spicy Chicken Tender	
200	13	Tyson	10703420928	4/7.75 lb	Spicy Chicken Tender	
200	15	Tyson	10363650928	48/cs	Corn Dog	
200	16	Tyson	10270240928	4/7.54 lb	Mini Corn Dog Nugget	
200	25	Brookwood Farms	12300	4/5 lb	BBQ	
200	30	JTM Foodservice	5646CE	6/5 lb	Sausage Patties	
300	9	Daves Baking	FT600	72/2.7 oz	Cinnamon Bun	
300	11	Rich Products	13457	182/2.6 oz	Biscuit Dough made with WG - Handi Split	
300	12	Country Home Bakers	04911	384/1 oz	Choc Chip Cookie Frozen	
300	12	Buena Vista	78015	216/cs	Chocolate Chip Frozen	
300	13	Country Home Bakers	04915	384/1 oz	Sugar Cookie Frozen	
300	14	BakeCrafters	442	2/5 lb	French Toast Sticks	
300	21	McCain	MCL03623	6/5 lb	Waffle Fries Redstone Frozen	
300	23	Chefs Corner Foods	OFC-2178	6/5 lb	Fried Rice	

Category	Bid Line	Proposed Brand	Proposed MFG #	Pack Size	Description	Note
300	24	Sister Shubert	4816271457	90/cs	Roll	*this is already listed as pre-approved for bid category 300, line 25
400	2	Knouse	FFASU1402MUS01	96/4.5 oz	Cinnamon Applesauce	
400	3	Knouse	FFASU1150MUS01	96/4.5 oz	Original Applesauce	
400	4	Allens	42119	6/#10	Baked Beans	
400	5	Allens	32213	6/#10	Black Beans	
400	5	National Food Group	607378	6/#10	Black Beans	
400	6	Allens	01224	6/#10	Green Beans	
400	7	Allens	35213	6/#10	Pinto Beans	
400	7	National Food Group	606845	6/#10	Pinto Beans	
400	38	Smucker	5150000764	200/.5 oz	Grape Jelly	
400	39	Smucker	5150000767	200/.5 oz	Strawberry Jelly	
400	43	Vanee	4627-816-VAN	6/16 oz	Brown Gravy	
400	44	Vanee	6618-816-VAN	8/16 oz	Turkey Gravy	
400	48	Ken's	KE5125A1	100/1 oz	Honey Mustard	
400	64	Idahoan	2970000313	12/26 oz	Mashed Potatoes	
400	65	Red Gold	REDSC99	6/#10	Salsa, Mild Green Chili Added, SS	
400	67	Red Gold	REDOA5P	4/1 gal	BBQ Sauce, Mild SS	
400	92	Smucker	5150051009	100/1.4 oz	Syrup	

Attachment "A"

Invitation for Bid #3709

Signed Letter of Intent

Food for Schools Commercial Delivery

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Food for Schools Commercial Delivery
Term of Agreement:	Four (4) one year renewal options
Successful Vendor:	Sysco Knoxville LLC
Vendor Contact:	Amber Whitaker (amber.whitaker@sysco.com)
Buyer:	Susan Colella
Date:	March 18, 2026

Sysco Knoxville LLC has been issued this Notice of Intent Award for the provision of Food for Schools Commercial Delivery as described in Invitation for Bid 3709. Carefully review the document and if you are in agreement with the terms and conditions set forth in Invitation for Bid please signify by providing an authorized signature in the space provided below. Please email to susan.colella@knoxcounty.org.

Pending Contract Execution.

Authorizing signature: _____ Date: 3/19/26

If you are not in agreement with any of the above information, please contact Susan Colella in the Procurement Division of Knox County at 865.215.5769.

Susan Colella

Susan Colella
Knox County Procurement
Knox County Government

Attachment "B"

Contractor's Response to

Invitation for Bid #3709

Food for Schools Commercial Delivery

111

SECTION V VENDOR INFORMATION FOR BID 3709, FOOD FOR SCHOOLS COMMERICAL DELIVERY

5.1 Vendor Name Sysco Knoxville LLC

5.2 Knox County Vendor Number 39204

5.3 Vendor Street Address 900 Tennessee Ave

City Knoxville State TN Zip Code 37921

5.4 Telephone Number 615-350-2109

5.5 Fax Number

5.6 Contact Person Amber Whitaker

5.7 Contact Person Email Address amber.whitaker@sysco.com

5.8 Vendor's Knox County Business License Number 0105137120
(If applicable, attach a copy of the license.)

5.9 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing signature A. Whitaker
(Sign Original in Blue Ink, by signing here you agree to the above statements.)

5.10	Have you included a copy of your Knox County Business License? (If applicable)	X Yes	___ No
5.11	Will you accept a credit card (VISA) as a form of payment per Section 1.18?	___ Yes	X No
5.12	Did you include the Criminal History Records Check as per Section 2.7?	X Yes	___ No
5.13	Did you include the Drug-Free Workplace Certificate per Section 3.16?	X Yes	___ No
5.14	Do you have electronic ordering as per Section 3.17?	X Yes	___ No
5.15	Did you include the HACCP Statement per Section 3.22?	X Yes	___ No
5.16	Did you include the Insurance Checklist as per Section 3.24? Current COI expires 6/30/20 and if awarded a new one will be sent, I did print current one.	X Yes	___ No
5.17	Did you state minimum quantities as per Section 3.39?	___ Yes	X No
	If there are minimum quantities, state here: N/A		
5.18	List contact name, number and email in the event of a recall: instant recall or acct manager John Bevis 865-304-3283 john.bevis@sysco.com		
5.19	Do you comply with the USDA Assurance Statement as per Section 3.50?	X Yes	___ No
5.20	Did you include all certifications?	X Yes	___ No

5.21 **Addendum received for this bid:**

Addendum #1 N/A **Addendum #2** N/A **Addendum #3** N/A **Addendum #4** _____

5.22 **Do you accept the terms and conditions of the bid?** (YES) **NO** **YES WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

Any new items requested or items to be stocked that are not already stocked will require a stocking agreement & inventory brought in will be sole responsibility of knox to move.

Vendor Sysco knoxville

Knox County Purchasing
Food for Schools
Commercial Deliveries

Food and Consumable Items

Line	Description	Total Cost Per Delivered Case	(Extended) Cost Per Line Item
1	Category 100 Refrigerated	$ 668.14	$ 713,826.10
2	Category 200 Meats/Entrees	$ 2,903.90	$ 6,358,408.00
3	Category 300 Frozen	$ 1,624.02	$ 3,491,749.45
4	Category 400 Dry Goods	$ 3,455.29	$ 3,121,593.10
5	Category 500 Juice and Specialty Beverages	$ 468.66	$ 1,746,813.30
		$ 9,120.01	**$ 15,432,389.95**

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 100 Refrigerated

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
1	Cheese, American, Sliced, 160 Count per Loaf, Yellow, Refrigerated	Distributor choice	4	5 lb	1200	BBRLCLS STK28128	6697890	4.00	5 LB	$ 45.23	$ 2.39	$ 47.62	11.905	$ 57,144.00
2	Cheese, Cheddar Mild, Feather, Shredded Yellow	Distributor choice	4	5 lb	200	CASAIMP 2927C4	2404135	4.00	5 LB	$ 46.80	$ 2.39	$ 49.19	12.2975	$ 9,838.00
3	Cheese, Mozzarella. Low Moisture, Part Skim, Shredded	Distributor choice	6	5 lb	100	AREZIMP 100721	9008335	6.00	5 LB	$ 63.14	$ 2.39	$ 65.53	10.92166667	$ 6,553.00
4	Cheese, Mozzarella String, 1 oz IW, Must meet 1 M/MA	Land O'Lakes 59703 4 production haulted	168	1 oz	7000	Bongards 402951 Bidded alternate, new item, usage good can request	2476754	168.00	1 OZ	$ 39.19	$ 2.39	$ 41.58	0.2475	$ 291,060.00
5	Cheese, Mozzarella, String, Lite, 1 oz IW, Must meet 1 M/MA	Land O'Lakes 59701	168	1 oz	7000	LOL 59701	5274891	168.00	1 OZ	$ 38.16	$ 2.39	$ 40.55	0.241369048	$ 283,850.00
6	Cheese, Parmesan, Dry, Grated, Bulk	Distributor Choice	6	5 lb	10	AREZIMP 1008169	2389278	6.00	5 LB	$ 140.02	$ 2.39	$ 142.41	23.735	$ 1,424.10
7	Cheese, Parmesan Dry, Grated, Shaker	Distributor Choice	12	1 lb	100	AREIMP 60	4071322	12.00	1 LB	$ 59.83	$ 2.39	$ 62.22	5.185	$ 6,222.00
8	Cream, Sour All Natural Stick Pack, 1 oz, Fat-Free Cultured Ref	Distributor Choice	100	1 oz	400	WHLFCLS 7002517	7071406	100.00	1 OZ	$ 13.53	$ 2.39	$ 15.92	0.1592	$ 6,368.00
9	Dressing, Caesar, Lite, Refrigerated	Kens, KE0808	4	1 gal	150	Kens KE0808	5401047	4.00	1 GAL	$ 59.24	$ 2.39	$ 61.63	15.4075	$ 9,244.50
10	Pickle, Sliced, Dill, Hamburger .125 Inch	Cool Crisp, H701CC	4	1 gal	300	Cool Crisp H701CC	5377894	4.00	1 GAL	$ 28.74	$ 2.39	$ 31.13	7.7825	$ 9,339.00
11	Yogurt, Vanilla, Low Fat, Reduced Sugar, Bulk, Must provide crediting for 1 M/MA	Yoplait, Parfait Pro; 16632000	6	64 oz	500	Yoplait 16632000	6472502	6.00	4 LB	$ 28.11	$ 2.39	$ 30.50	5.083333333	$ 15,250.00
12	Yogurt, Vanilla, Low Fat, Reduced Sugar, Bulk, Must provide crediting for 1 M/MA	Dannon, 1931	4	6 lb	500	Dannon 1931 MPC changed to 96397, ax system still shows 1931	3117148	4.00	6 LB	$ 27.70	$ 2.39	$ 30.09	7.5225	$ 15,045.00
13	Yogurt, Cup, Cherry Flavored, Low Fat, Reduced Sugar, Must meet 1 M/MA	Yoplait, Trix; 31077000	48	4 oz	50	Yoplait 31077000 New item, usage to low to stock, special-order	0964215	48.00	4 OZ	$ 14.20	$ 2.39	$ 16.59	0.345625	$ 829.50
14	Yogurt, Cup, Raspberry Flavored, Low Fat, Reduced Sugar, Must meet 1 M/MA	Yoplait, Trix; 17725000	48	4 oz	50	Yoplait 17725000 Special-order, usage to low to stock	5076627	48.00	4 OZ	$ 14.20	$ 2.39	$ 16.59	0.345625	$ 829.50
15	Yogurt, Cup, Strawberry Banana Flavored, Low Fat, Reduced Sugar, Must meet 1 M/MA	Yoplait, Trix; 17726000	48	4 oz	50	Yoplait 17726000	5076611	48.00	4 OZ	$ 14.20	$ 2.39	$ 16.59	0.345625	$ 829.50

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 100 Refrigerated

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
											TOTAL FOR CATEGORY	$ 668.14		$ 713,826.10

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 200 Meats/Entrees

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
1	Beef, Ground, 80/20 or 81/19 Fine Chub, frozen 4/10#	Distributor Choice	4	10 lb	100	FIRECLS 66838 per pound $4.583 b4 fee	0566838	4.00	10#AVG (40# N-WT)	$ 183.32	$ 2.39 w/ fee	$ 185.71 $4.643	46.4275	$ 18,571.00
2	Beef, All Beef Patty, CN labeled, Fully Cooked, no more than 25% fat. Sodium must be under 200mg per serving, Must meet at least 2 M/MA	Don Lee Farms, CN092253	220	2.25 oz	2400	Don Lee CN092253	7221320	220.00	2.25 OZ	$ 164.60	$ 2.39	$ 166.99	0.759045455	$ 400,776.00
3	Beef, Meatball, All Beef, 0.5 oz, Allergen Free, CN Label, Serving size must meet at least 2 M/MA	JTM, 5049CE	6	5 lb	300	JTM 5049CE New item, usage good, can request	4860603	6.00	5 LB	$ 210.80	$ 2.39	$ 213.19	35.53166667	$ 63,957.00
4	Cheese, Queso Blanco with Salsa Verde, Must provide serving size to meet 1 M/MA and 2 M/MA	JTM, 5718	6	5 lb	1000	JTM 5718	7094442	6.00	5 LB	$ 79.18	$ 2.39	$ 81.57	13.595	$ 81,570.00
5	Cheese Filled Bite, 100% Mozzarella, at least 51% WGR, 4-5 pieces = at least 2M/MA, Bulk	Wild Mikes, 11003	240	1 oz	2600	Wild Mikes 11003	7013429	240.00	1 OZ	$ 69.46	$ 2.39	$ 71.85	0.299375	$ 186,810.00
6	Cheese Filled Breadstick, Pizza Crust Style, 1 stick = at least 1 M/MA, 1 G	The Max, 7738712439	192	1.93 oz	3300	Max 7738712439	1913797	192.00	1.93 OZ	$ 55.70	$ 2.39	$ 58.09	0.302552083	$ 191,697.00
7	Chicken, Breast, 3 oz Pre-Cooked, Unbreaded, Boneless, Skinless, Grilled with Grill Marks, Frozen, Must meet Minimum 2 M/MA	Tyson, 10383500928	54	3 oz	100	Tyson 10383500928	8416705	54.00	3 OZ	$ 59.67	$ 2.39	$ 62.06	1.149259259	$ 6,206.00
8	Chicken, WG, Breaded, All White Meat, Made with Whole Muscle, Breast Filet. CN Labeled. Must meet at least 2 M/MA	Tyson, 10703020928	4	7.75 lb	3500	Tyson 10703020928	2188031	4.00	7.735 LB	$ 105.82	$ 2.39	$ 108.21	27.0525	$ 378,735.00
9	Chicken, WG, Breaded, Patty, All White Meat, Made with Whole Muscle, Hot & Spicy, Breast Filet. Must meet at least 2 M/MA	Tyson, 10703120928	4	7.75 lb	2000	Tyson 10703120928	2194474	4.00	7.735 LB	$ 109.07	$ 2.39	$ 111.46	27.865	$ 222,920.00

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Category 200 Meats/Entrees

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10	Chicken, WG Breaded Skinless, Boneless, All White Meat Nuggets, Must provide serving size to meet 2 M/MA	Tyson, 10221780928 *this is a commercial equivalent to USDA FP item	4	5.75 lb	7000	Tyson 10221780928	2399330	500.00	0.75 OZ	$ 70.00	$ 2.39	$ 72.39	0.14478	$ 506,730.00
		New item, will need to request if USDA runs out												
11	Chicken, Patty, WG Breaded, Fully Cooked Breast Meat Patty, Must meet at least 1 M/MA	Proview, 50515WG	4	5 lb	1,500	Proview 50515WG	3105216	4.00	5 LB	$ 54.00	$ 2.39	$ 56.39	14.0975	$ 84,585.00
12	Chicken, WG Breaded Tender, All White Meat, Fully Cooked, Must provide serving size to yield 2 M/MA per USDA meal pattern requirements	Gold Creek, 792441 *this is a commercial equivalent to USDA FP item	8	4 lb	3000	Gold Creek 792441	7138723	8.00	4 LB	$ 117.76	$ 2.39	$ 120.15	15.01875	$ 360,450.00
13	Chicken, WG Breaded Tender, All White Meat, H&S, Fully Cooked, Must provide serving size to yield 2 M/MA per USDA meal pattern requirements	Gold Creek, 792451 Is this a sub for USDA?	8	4 lb	1500	Gold Creek 792451	No Commercial SUPC yet	8.00	4 LB	$ 119.04	$ 2.39	$ 121.43	15.17875	$ 182,145.00
		New item, usage good, can request if needed												
14	Chicken, Nuggets, Gluten Free, IW, Frozen, Must provide serving size to meet at least 2 M/MA	Mr.Sips, 300443	2	5 lb	100	Mr Sips 300433 MPC is 30433	1173661	2.00	5 LB	$ 57.15	$ 2.39	$ 59.54	29.77	$ 5,954.00
15	Corn Dog, Full Size on a Stick, Chicken, WG Breading, Must meet at least 2 M/MA and 2 G	Foster Farms, 95150	72	4 oz	2500	Foster Farms 95150	1604289	72.00	4 OZ	$ 42.84	$ 2.39	$ 45.23	0.628194444	$ 113,075.00
16	Corn Dog, Nugget, Chicken, WG Breading, Serving Size must meet at least 2 M/MA and 2 G	House of Raeford, 20452	2	5 lb	4000	Raeford 20452	3137894	2.00	5 LB	$ 27.60	$ 2.39	$ 29.99	14.995	$ 119,960.00
		House of Raeford will swap to Proview												
17	Egg, Frittata, Folded, Cage Free Eggs, Western Flavored, Must meet at least 2 M/MA	Michael Foods (Papetti's), 14616-78980-00	84	2.5 oz	800	Papettis 14616-78980-00	7397899	84.00	2.5 OZ	$ 62.19	$ 2.39	$ 64.58	0.768809524	$ 51,664.00
18	Fish, Sticks, Pollock, Fully Cooked, Whole Muscle, WG Breading; Must be a minimum of 64% Alaskan Pollock. Not chopped or minced fish. Serving size must meet at least 2 M/MA. Must be PUFI.	Highliner, 1089302	4	5 lb	1500	Highliner 1089302	8464731	4.00	5 LB	$ 58.34	$ 2.39	$ 60.73	15.1825	$ 91,095.00

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19	Frank, All Beef, Reduced Fat 8:1 6" Fully Cooked, Frozen, Serving Size must meet at least 2 M/MA	Ball Park, 10000016715	1	10 lb	2400	Ball Park (Tyson) 10000016715	7065979	1.00	10 LB	$ 43.20	$ 2.39	$ 45.59	45.59	$ 109,416.00
20	Pepperoni, Sliced, Pork and Beef, 1.75" diameter	Hormel, 32048	2	5 lb	500	Hormel 32048	1843853	1.00	10 LB	$ 40.30	$ 2.39	$ 42.69	42.69	$ 21,345.00
21	Pizza, Cheese, 14" WG Thin Crust, Four Cheese, Serving Size must meet at least 2 M/MA, 2 G	Stephano's (Wild Mikes), 14011	12	28.8 oz	2000	Stephanos 14011	7432866	72.00	4.8 OZ	$ 64.22	$ 2.39	$ 66.61	0.925138889	$ 133,220.00
						New item, usage good, can request								
22	Pizza, Cheese, 16" Rolled Edge WG pre-proofed Crust, Serving Size must meet at least 2 M/MA and 2 G (CN Label required)	Big Daddy's, 73142	9	43.28 oz	2000	Big Daddys 73142	5700802	9.00	16"	$ 66.23	$ 2.39	$ 68.62	7.624444444	$ 137,240.00
		inactive item due to no movement. Usage good, can request if will use												
23	Pizza, Cheese, WG Stuffed Crust, Serving Size must meet 2 M/MA and 2 G (CN Label Required)	Nardone Bros., 72WWSCM2	70	4.95 oz	2000	Nardone 72WWSCM2	3130912	70.00	4.95 OZ	$ 53.50	$ 2.39	$ 55.89	0.798428571	$ 111,780.00
24	Pizza, Cheese, WG Crust, Four Cheese, Pre-Cut, Serving Size must meet at least 2 M/MA, 2 G (CN Label Required)	Nardone Bros., 64WFC	8	40.92 oz	2000	Nardone 64WFC	7087360	64.00	5.12 OZ	$ 58.75	$ 2.39	$ 61.14	0.9553125	$ 122,280.00
	Pizza, Kit, WG Mini Crusts, Marinara Sauce, and Mozzarella Cheese, Must meet 2 M/MA and 2 G	Tasty Brands (Anytimers), 10101, *this is to be used only for summer feeding	48	5.25 oz	1000	Tasty Brands 10101	2713976	48.00	5.25 OZ	$ 74.03	$ 2.39	$ 76.42	1.592083333	$ 76,420.00
						inactive item, will need to request for summer								
25	Pork, BBQ w/vinegar marinade w/no TVP Frozen, No soy, Serving Size must meet at least 2 M/MA	Nick's BBQ, 23451 *this is a commercial equivalent to USDA FP item	8	5 lb	350	Nicks BBQ 23451	7235598	8.00	5 LB	$ 144.00	$ 2.39	$ 146.39	18.29875	$ 51,236.50
		inactive # no customer is purchasing. Price may vary at time of order after USDA												
26	Sandwich, Peanut Butter & Grape Jelly Pocket, IW, Frozen, No HFCS, Serving size must meet at least 1 M/MA and 1 G	Smuckers, 5150006960	72	2.6 oz	20000	Smuckers 5150006960	2223453	72.00	2.6 OZ	$ 46.96	$ 2.39	$ 49.35	0.685416667	$ 987,000.00
27	Sandwich, Peanut Butter & Honey Spread Pocket, IW, Frozen, Serving size must meet at least 1 M/MA and 1 G	Smuckers, 5150006966	72	2.6 oz	8000	Smuckers 5150006966	7138579	72.00	2.6 OZ	$ 48.97	$ 2.39	$ 51.36	0.713333333	$ 410,880.00

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28	Sandwich, Peanut Butter & Strawberry Jam Pocket, IW, Frozen, No HFCS, Serving size must meet at least 1 M/MA and 1 G	Smuckers, 5150006961	72	2.6 oz	10000	Smuckers 5150006961	2223465	72.00	2.6 OZ	$ 48.97	$ 2.39	$ 51.36	0.713333333	$ 513,600.00
	Not stocked, usage is good, can request													
29	Sandwich, Soy & Grape Jelly Pocket, IW, Frozen, Serving size must meet at least 1 M/MA and 1 G	Albie's, 607	72	2.4 oz	1250	Albies 607	0078673	72.00	2.4 OZ	$ 52.92	$ 2.39	$ 55.31	0.768194444	$ 69,137.50
30	Sausage, Patty, Fully Cooked, 1 patty must meet at least 1 M/MA	Swaggerty, 60020	80	2 oz	10000	Swaggerty 60020	2747418	80.00	2 OZ	$ 35.03	$ 2.39	$ 37.42	0.46775	$ 374,200.00
31	Turkey, Breast, Diced 1/2", Must provide serving size to equal 2 M/MA per USDA meal pattern requirements	Hormel (Jennie-O), 119376	2	5 lb	100	Jennieo 119376	0941500	2.00	5 LB	$ 39.84	$ 2.39	$ 42.23	21.115	$ 4,223.00
	Special-order, usage to low to stock													
32	Turkey Breast, Smoked, Sliced, must provide serving size to equal 2 M/MA per USDA meal pattern requirements	Hormel (Jennie-O), 231918	12	1.5 lb	800	Jennieo 231918	4398196	12.00	1.5 LB	$ 101.31	$ 2.39	$ 103.70	8.641666667	$ 82,960.00
	inactive item, usage good, can request													
33	Turkey, Steak, Must provide serving size to equal 2 M/MA per USDA meal pattern requirements	Hormel (Jennie-O), 230324	4	6.17 lb	250	Jennieo 230324	7001256	4.00	6.17 LB	$ 132.87	$ 2.39	$ 135.26	33.815	$ 33,815.00
	New item, usage good, can request													
34	Turkey, Turkey Ham, Sliced, must provide serving size to equal 2 M/MA per USDA meal pattern requirements	Hormel (Jennie-O), 256818	12	1.5 lb	600	Jennieo 256818	4454033	12.00	1.5 LB	$ 78.12	$ 2.39	$ 80.51	6.709166667	$ 48,306.00
	New item, usage good, can request													
35	Turkey, Turkey Ham, Diced 1/2", must provide serving size to equal 2 M/MA per USDA meal pattern requirements	Hormel (Jennie-O), 119371	2	5 lb	100	Jennieo 119371	7926157	2.00	5 LB	$ 42.10	$ 2.39	$ 44.49	22.245	$ 4,449.00
											TOTAL FOR CATEGORY	$ 2,903.90		$ 6,358,408.00

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Category 300 Frozen

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1	Bread, Hamburger Bun, 100% White WG, Fresh Baked, Flash Frozen - Thaw and Serve, 2 oz portion must meet 2G	Super Bakery, 7671	128	2 oz	8000	Super Bakery 7671	4417178	128.00	2 OZ	$ 33.21	$ 2.39	$ 35.60	$ 0.28	$ 284,800.00
2	Bread, Hamburger Bun, Gluten Free, IW, Frozen, Sliced	Udi's, 9899780644	24	3.2 oz	200	Udis 9899780644	0758401	24.00	1 EA	$ 30.79	$ 2.39	$ 33.18	$ 1.38	$ 6,636.00
3	Bread, Hamburger Bun, WG, 3.5", 2.2 oz, Sliced, Soy Free, Frozen, Must meet 2 G	Flowers, 99832050	10	12 ct	10	Flowers 99832050	1549452	10.00	12 CT	$ 24.91	$ 2.39	$ 27.30	$ 2.73	$ 273.00
4	Bread, Hotdog Bun, 6" 100% White WG, Fresh Baked, Flash Frozen - Thaw and Serve, 2 oz portion must meet 2G	Super Bakery, 7675	144	2 oz	1500	Super Bakery 7675	4453797	144.00	2 OZ	$ 36.61	$ 2.39	$ 39.00	$ 0.27	$ 58,500.00
5	Bread, Hotdog Bun, WG, 6", 2.2 oz, Sliced, Soy Free, Frozen, Must meet 2 G	Flowers, 99828820	12	12 ct	10	Flowers 99828820	1549460	12.00	12 CT	$ 27.63	$ 2.39	$ 30.02	$ 2.50	$ 300.20
6	Bread, Pullman, 28 oz. Loaf, 100% White WG, Fresh Baked, Flash Frozen - Thaw and Serve, 2 slices must meet 2G	Super Bakery, 7677	8	28 oz	1800	Super Bakery 7677	7014671	8.00	28 OZ	$ 21.21	$ 2.39	$ 23.60	$ 2.95	$ 42,480.00
7	Bread, Pullman, WG, Gluten Free Sliced, 24 oz. Loaf, Frozen	Udi's, 9899780902	6	24 oz	100	Udis 9899780902	7040473	6.00	24 OZ	$ 50.85	$ 2.39	$ 53.24	$ 8.87	$ 5,324.00
8	Bread, WG Texas Toast with Apple Cinnamon Sauce, Frozen, IW, Serving must meet 2 G	S&F Foods, 128MC	96	3.3 oz	2200	S&F Foods 128MC	5275815	96.00	3.3 OZ	$ 58.63	$ 2.39	$ 61.02	$ 0.64	$ 134,244.00
9	Bun, WG, Glazed Cinnamon Flavor, Serving must meet 2 G	Super Bakery, 6060	80	2.75 oz	2200	Super Bakery 6060	5360771	80.00	2.75 OZ	$ 39.68	$ 2.39	$ 42.07	$ 0.53	$ 92,554.00
10	Donut, WG, Pull Apart Cluster, Glazed, IW, Frozen - Thaw and Serve, Serving must meet 2 G	Super Bakery, 18450	80	2.5 oz	2200	Super Bakery 18450	7232048	80.00	2.5 OZ	$ 38.48	$ 2.39	$ 40.87	$ 0.51	$ 89,914.00
11	Dough, Biscuit, WG, Easy Split, Frozen, Must credit as 2 GR	General Mills, 132268000	216	2.51 oz	4000	General Mills 132268000	2173090	216.00	2.51 OZ	$ 36.39	$ 2.39	$ 38.78	$ 0.18	$ 155,120.00
12	Dough, Cookie Chocolate Chip, Reduced Fat, WG, 1 oz. Frozen, Bulk	CH Guenther (Cookie Tree), 225145	378	1 oz	1200	CHG 225145	3169248	378.00	1 OZ	$ 49.64	$ 2.39	$ 52.03	$ 0.14	$ 62,436.00
13	Dough, Cookie, Sugar, Reduced Fat, WG, 1 oz. Frozen Bulk	CH Guenther (Cookie Tree), 225144	378	1 oz	1200	CHG 225144	3169204	378.00	1 OZ	$ 45.36	$ 2.39	$ 47.75	$ 0.13	$ 57,300.00

inactive item due to no movement, usage to low to stock. Special-order

New item, usage good, can request

New item, usage good, can request

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Category 300 Frozen

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14	French Toast, Stick, WG, Frozen, Must Provide Serving Size to meet 2 G	Rich's (Farm Rich), 37720	12	2 lb	3000	Richs 37720	1339534	12.00	2 LB	$ 51.34	$ 2.39	$ 53.73	$ 4.48	$ 161,190.00
15	Pancake, Mini Sized in a Pouch, Confetti Flavored, No HFCS, WG, IW, Serving Size must meet 2 G	Kellanova (Eggo), 38000-18574	72	3.03 oz	2200	Kellanova 3800018574	7041945	72.00	3.03 OZ	$ 29.00	$ 2.39	$ 31.39	$ 0.44	$ 69,058.00
16	Pie, Pumpkin, 10", Frozen - Thaw and Serve	Distributor Choice	6	43 oz	675	SYSCLS 07243	9792771	6.00	43/OZ	$ 48.12	$ 2.39	$ 50.51	$ 8.42	$ 34,094.25
17	Potato, Crispy Mashed Shape, Frozen, Bakeable, Must Provide Serving Size for 1/2 c Vegetable	McCain, OIF03456	6	4 lb	5000	McCain OIF03456	4313920	6.00	4 LB	$ 47.93	$ 2.39	$ 50.32	$ 8.39	$ 251,600.00
18	Potato, Hashbrown Triangle Shaped, Frozen, Bakeable, Must Provide Serving Size to meet 1/2 c Vegetable	Simplot, 10071179280224	6	5 lb	1800	Simplot 10071179280224	6303408	6.00	5 LB	$ 33.25	$ 2.39	$ 35.64	$ 5.94	$ 64,152.00
19	Potato, Fry, Seasoned, Crinkle Cut, 1/2" Deep Cut, Frozen, Bakeable, Must Provide Serving Size for 1/2 c Vegetable	McCain, 1000007470	6	5 lb	5000	McCain 1000007470	9905565	6.00	5 LB	$ 42.40	$ 2.39	$ 44.79	$ 7.47	$ 223,950.00
20	Potato, Fry, Seasoned, Spiral, Frozen, Bakeable, Must Provide Serving Size for 1/2 c Vegetable	McCain, 1000004108	6	4 lb	6000	McCain 1000004108	4295669	6.00	4 LB	$ 38.32	$ 2.39	$ 40.71	$ 6.79	$ 244,260.00
21	Potato, Fry, Seasoned, Waffle, Skin On, Frozen, Bakeable, Must Provide Serving Size for 1/2 c Vegetable	Simplot, 10071179479024	6	4.5 lb	4500	Simplot 10071179479024	1977107	6.00	4.5 LB	$ 34.52	$ 2.39	$ 36.91	$ 6.15	$ 166,095.00
22	Potato, Tater Barrel Shaped, Frozen, Bakeable, Must Provide Serving Size to meet 1/2 c Vegetable	Simplot, 10071179043218	6	5 lb	5000	Simplot 10071179043218	9904933	6.00	5 LB	$ 43.14	$ 2.39	$ 45.53	$ 7.59	$ 227,650.00
23	Rice, Vegetable Fried, WG with Authentic Asian Seasoning, Frozen, Must provide serving size to meet 2 G	Schwan's (Minh), 69074	6	5 lb	1500	Minh 69074	2351797	6.00	5 LB	$ 44.87	$ 2.39	$ 47.26	$ 7.88	$ 70,890.00
24	Roll, Dinner, WG, Round, 2 oz, Frozen, Bulk, Must meet 2 G	Specialty Foods, 31848	72	2 oz	15000	Specialty 31848	2321295	72.00	2 OZ	$ 15.87	$ 2.39	$ 18.26	$ 0.25	$ 273,900.00
25	Roll, Dinner, WG, Round, 2 oz, Frozen, Bulk, Must meet 2 G	Marzetti Foods, 4816271457	90	2 oz	12000	Marzetti 4816271457	3138256	90.00	2 OZ	$ 17.25	$ 2.39	$ 19.64	$ 0.22	$ 235,680.00
26	Roll, Mini Sized in Pouch, Cinnamon Flavored, IW, Must meet 2 G	General Mills, 133686000	72	2.29 oz	2500	General Mills 133686000	0139610	72.00	2.29 OZ	$ 36.86	$ 2.39	$ 39.25	$ 0.55	$ 98,125.00

New item, usage good, can request

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27	Vegetable, Black Bean, Corn, Onion, and Pepper Blend, Flame Roasted, Frozen, Must provide serving size to meet 1/2 c Vegetable	Simplot, 10071179777762	6	2.5 lb	150	Simplot 10071179777762	4233470	6.00	2.5 LB	$ 29.79	$ 2.39	$ 32.18	$ 5.36	$ 4,827.00
28	Vegetable, California Blend, Frozen Grade A or Fancy, Must provide serving size to meet 1/2 c Vegetable	Distributor Choice	6	4 lb	500	SYSIMP 00708465	1333178	6.00	4 LB	$ 35.71	$ 2.39	$ 38.10	$ 6.35	$ 19,050.00
29	Vegetable, Corn, Yellow Cut Grade A or Fancy Frozen, Must provide serving size to meet 1/2 c Vegetable	Distributor Choice *this will be used when USDA brown box is not available	1	30 lb	900	SYSCLS 74865	3533486	1.00	30 LB	$ 41.74	$ 2.39	$ 44.13	$ 44.13	$ 39,717.00
30	Vegetable, Pacific Blend, Grade A or Fancy Frozen, Must provide serving size to meet 1/2 c Vegetable	Distributor Choice	6	4 lb	500	SYSCLS 1600708485	4742599	6.00	4 LB	$ 38.62	$ 2.39	$ 41.01	$ 6.84	$ 20,505.00
31	Vegetable, Peas, Green Frozen Grade A or Fancy, Must provide serving size to meet 1/2 c Vegetable	Distributor Choice	1	30 lb	200	SYSCLS 112238	3608353	1.00	30 LB	$ 50.62	$ 2.39	$ 53.01	$ 53.01	$ 10,602.00
32	Vegetable, Peas & Carrot, Diced Frozen, Must provide serving size to meet 1/2 c Vegetable	Distributor Choice	12	2.5 lb	400	SYSCLS 112544	1263615	12.00	2.5 LB	$ 43.22	$ 2.39	$ 45.61	$ 3.80	$ 18,244.00
33	Vegetable, Spinach, Chopped Domestic Frozen Grade A or Fancy, Must provide serving size to meet 1/2 c Vegetable	Distributor Choice	12	2 lb	100	SYSCLS 220420800	2282234	12.00	2 LB	$ 38.71	$ 2.39	$ 41.10	$ 3.43	$ 4,110.00
34	Waffle, Round, WG, Frozen, 2 pieces must meet 2 G	Echo, MF9201W	144	1.25 oz	2000	Echo MF9201W	7032818	144.00	1.25 OZ	$ 25.05	$ 2.39	$ 27.44	$ 0.19	$ 54,880.00
35	Waffle, WG Flatbread with Maple Flavor, Must provide serving size to equal 2 G	Richs	192	1.1 oz	600	Richs 17279	7091554	192.00	1.1 OZ	$ 41.90	$ 2.39	$ 44.29	$ 0.23	$ 26,574.00
36	Waffles, Mini Sized in Pouch, Blueberry Flavored, WG, Serving Size must meet 2 G	General Mills (Pillsbury), 132264000	72	2.47 oz	1500	General Mills 132264000	2173379	72.00	2.47 OZ	$ 34.28	$ 2.39	$ 36.67	$ 0.51	$ 55,005.00

inactive item due to did not want more ordered. Can reactivate if will use.

Not stocked, usage good, can request

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 300 Frozen

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
37	Waffles, Mini Sized in Pouch, Maple Flavored, WG, Serving Size must meet 2 G	General Mills (Pillsbury), 132265000	72	2.47 oz	1500	General Mills 132265000	2173365	72.00	2.47 OZ	$ 34.28	$ 2.39	$ 36.67	$ 0.51	$ 55,005.00
38	Waffles, Full Size Low Sugar Strawberry Flavored, Frozen, IW, Serving Size must meet 2G	Arlington Valley Farms, 00023	96	2.4 oz	500	AVF 00023	NO SUPC YET	96.00	2.4 OZ	$ 46.08	$ 2.39	$ 48.47	$ 0.50	$ 24,235.00
						New item, usage good, can request								
39	Waffles, Full Size Low Sugar Wild Blueberry Flavored, Frozen, IW, Serving Size must meet 2G	Arlington Valley Farms, 00022	96	2.4 oz	500	AVF 00022	7417339	96.00	2.4 OZ	$ 46.08	$ 2.39	$ 48.47	$ 0.50	$ 24,235.00
						New item, usage good, can request								
40	Waffles, Full Size Reduced Sugar Buttery Maple Flavored, Frozen, IW, Serving Size must meet 2G	Arlington Valley Farms, 00021	96	2.4 oz	500	AVF 00021	7417319	96.00	2.4 OZ	$ 46.08	$ 2.39	$ 48.47	$ 0.50	$ 24,235.00
						New item, usage good, can request								
											TOTAL FOR CATEGORY	$ 1,624.02		$ 3,491,749.45

Vendor Sysco knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
1	Applesauce, Cup, Unsweetened, Blue Raspberry Flavor, Must meet 1/2 cup Fruit	discontinued Peterson Farms ASA10008	96	4.5 oz	6500	NO BID Suggested sub ASA10005 Razzelberry/	NO BID	NO BID	NO BID	22.25 $ -	2.39 $ -	$24.64 $ -	$0.26 #VALUE!	49,280.00 $ -
2	Applesauce, Cup, Unsweetened, Cinnamon Flavor, Must meet 1/2 cup Fruit	Peterson Farms, ASA10013	96	4.5 oz	2000	Peterson Farms ASA10013 New item, usage good, can request	7014019	96.00	4.5 OZ	$ 22.25	$ 2.39	$ 24.64	$ 0.26	$ 49,280.00
3	Applesauce, Cup, Unsweetened, Original Flavor, Must meet 1/2 cup Fruit	Peterson Farms, ASA10001	96	4.5 oz	2000	Peterson Farms ASA10001	4387258	96.00	4.5 OZ	$ 22.25	$ 2.39	$ 24.64	$ 0.26	$ 49,280.00
4	Bean, Baked, Vegetarian, Reduced Sodium, With added Brown Sugar	Bush Brothers & Co., 01638	6	#10 can	1000	Bush 01638	3560143	6.00	10 LB	$ 43.39	$ 2.39	$ 45.78	$ 7.63	$ 45,780.00
5	Bean, Black, Canned, Low Sodium, Grade A or Fancy	Bush Brothers & Co., 01885	6	#10 can	150	Bush 01885	0079634	6.00	10 LB	$ 30.95	$ 2.39	$ 33.34	$ 5.56	$ 5,001.00
6	Bean, Green, Canned, Cut, Blue Lake, 4 Sieve, Grade A or Fancy	Distributor Choice *this will be used when USDA brown box is not available	6	#10 can	1000	SYSCLS F4062394	4062394	6.00	10 LB	$ 37.89	$ 2.39	$ 40.28	$ 6.71	$ 40,280.00
7	Bean, Pinto, Canned, Grade A or Fancy	Bush Brothers & Co., 01818	6	#10 can	100	Bush 01818	4277612	6.00	10 LB	$ 33.47	$ 2.39	$ 35.86	$ 5.98	$ 3,586.00
8	Bean, Refried, Pouch, Seasoned, Vegetarian, Low Sodium	Basic American Foods (Santiago), 10302	6	26.25 oz	250	Santiago 10302	8649127	6.00	26.25 OZ	$ 31.51	$ 2.39	$ 33.90	$ 5.65	$ 8,475.00
9	Cereal, Chocolate Flavored Puffs, Reduced Sugar, No Artificial Colors or Dyes, 1 oz., WG rich, Must not contain more than 6 g of added sugar per ounce, Must meet 1 GR	General Mills, 31888000 *this is only used for afterschool snack and summer feeding	96	1 oz	400	General Mills 31888000	1913066	96.00	1.063 OZ	$ 31.27	$ 2.39	$ 33.66	$ 0.35	$ 13,464.00
10	Cereal, Fruit-flavored WG Puff Cereal, Reduced Sugar, No Artificial Colors or Dyes, Must not contain more than 6 g of added sugar per ounce, Must meet 1 GR	General Mills, 31922000 *this is only used for afterschool snack and summer feeding	96	1 oz	400	General Mills 31922000	1913047	96.00	1 OZ	$ 31.27	$ 2.39	$ 33.66	$ 0.35	$ 13,464.00
11	Cereal, Frosted and Toasted Oat-based Cereal with Marshmallow Pieces, 1 oz., WG rich, GF, Must not contain more than 6 g of added sugar per ounce, Must meet 1 GR	General Mills, 22488000 *this is only used for afterschool snack and summer feeding	96	1 oz	400	General Mills 22488000	7336158	96.00	1 OZ	$ 31.27	$ 2.39	$ 33.66	$ 0.35	$ 13,464.00

Price if want the sub. Peterson will honor

Vendor Sysco knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
12	Cereal, Rice, Oven Toasted, No Artificial Colors or Dyes, 1 oz, Must not contain more than 6 g of added sugar per ounce, Must meet 1 GR	General Mills, 31921000 *this is only used for afterschool snack and summer feeding	96	1 oz	100	General Mills 31921000	1974942	96.00	1 OZ	$ 31.27	$ 2.39	$ 33.66	$ 0.35	$ 3,366.00
13	Cereal, Rice, Sweetened with Real Cinnamon, No Artificial Colors or Dyes, 1 oz, Must not contain more than 6 g of added sugar per ounce, Must meet 1 GR	General Mills, 38387000 *this is only used for afterschool snack and summer feeding	96	1 oz	100	General Mills 38387000 UPS remote dropship	3295031	96.00	1 OZ	$ 31.27	$ 2.39	$ 33.66	$ 0.35	$ 3,366.00
14	Cereal, Whole Wheat and Rice, Reduced Sugar, Sweetened with a Cinnamon Flavor, No Artificial Colors or Dyes, Must not contain more than 6 g of added sugar per ounce, WG rich, must meet 1 GR	General Mills, 29444000 *this is only used for afterschool snack and summer feeding	96	1 oz	400	General Mills 29444000	6055800	96.00	1 OZ	$ 31.27	$ 2.39	$ 33.66	$ 0.35	$ 13,464.00
15	Cereal, Chocolate Flavored Puffs, Reduced Sugar, No Artificial Colors or Dyes, 2 oz., WG rich, Must not contain more than 6 g of added sugar per ounce, Must meet 2 GR	General Mills, 14885000	60	2 oz	4000	General Mills 14885000	7072182	60.00	2 OZ	$ 36.22	$ 2.39	$ 38.61	$ 0.64	$ 154,440.00
16	Cereal, Frosted and Toasted Oat-based Cereal with Marshmallow Pieces, Reduced Sugar, 2 oz., WG rich, GF, Must not contain more than 6 g of added sugar per ounce, Must meet 2 GR	General Mills, 22489000	60	2 oz	4500	General Mills 22489000	7336169	60.00	2 OZ	$ 36.22	$ 2.39	$ 38.61	$ 0.64	$ 173,745.00
17	Cereal, Fruit-flavored WG Puff Cereal, Reduced Sugar, No Artificial Colors or Dyes, Must not contain more than 6 g of added sugar per ounce, Must meet 2 GR	General Mills, 19567000	60	2 oz	2000	General Mills 19567000	7228214	60.00	2 OZ	$ 36.22	$ 2.39	$ 38.61	$ 0.64	$ 77,220.00

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
18	Cereal, Rice, Blueberry Flavored, No Artificial Colors or Dyes, 2 oz, Must not contain more than 6 g of added sugar per ounce, Must meet 2 GR	General Mills, 17262000	60	2 oz	400	General Mills 17262000	7143888	60.00	2 OZ	$ 36.22	$ 2.39	$ 38.61	$ 0.64	$ 15,444.00
19	Cereal, Rice, Sweetened with Real Cinnamon, No Artificial Colors or Dyes, 2 oz, Must not contain more than 6 g of added sugar per ounce, Must meet 2 GR	General Mills, 14883000	60	2 oz	350	General Mills 14883000	7072203	60.00	2 OZ	$ 36.22	$ 2.39	$ 38.61	$ 0.64	$ 13,513.50
20	Cereal, Ring-shaped, Made with Real Honey, No Artificial Colors or Dyes, 2 oz., WG rich, GF, Must not contain more than 6 g of added sugar per ounce, Must meet 2 GR, Cannot contain any nuts	General Mills, 18448000	60	2 oz	1600	General Mills 18448000	7190086	60.00	2 OZ	$ 36.22	$ 2.39	$ 38.61	$ 0.64	$ 61,776.00
21	Cereal, Whole Wheat and Rice, Reduced Sugar, Sweetened with a Cinnamon Flavor, No Artificial Colors or Dyes, WG rich, Must not contain more than 6 g of added sugar per ounce, Must meet 2 GR	General Mills, 14886000	60	2 oz	4500	General Mills 14886000	7072170	60.00	2 OZ	$ 36.22	$ 2.39	$ 38.61	$ 0.64	$ 173,745.00
22	Chip, Tortilla, Round, WGR, Bulk, Must provide serving size to meet 2 G	PepsiCo (Tostito's), 62399 *this is a sub for IW	8	16 oz	300	Tostitos 62399	4402436	8.00	16 OZ	$ 19.58	$ 2.39	$ 21.97	$ 2.75	$ 6,591.00
23	Chip, Tortilla, Round, WGR, Reduced Fat, IW, Must meet 2 G	PepsiCo (Tostito's), 30103	64	1.45 oz	2000	Tostitos 30103	3108802	64.00	1.45 OZ	$ 33.22	$ 2.39	$ 35.61	$ 0.56	$ 71,220.00
24	Chip, Corn, Original, Bulk, Must provide serving size to meet 2 G	PepsiCo (Fritos), 12248 *this is a sub for IW	8	16 oz	300	Fritos 12248	4073847	8.00	16 OZ	$ 20.13	$ 2.39	$ 22.52	$ 2.82	$ 6,756.00
25	Chip, Corn, IW Bag Must be Large Enough for Added Toppings, Must meet 2 G	PepsiCo (Fritos), 69394	60	1.5 oz	2000	Fritos 69394	7205836	60.00	1.5 OZ	$ 30.79	$ 2.39	$ 33.18	$ 0.55	$ 66,360.00
26	Chip, Corn, IW, WGR, Must meet 1 G	PepsiCo (Fritos), 32405 *this is only used in summer feeding	104	1 oz	100	Fritos 32405	8083552	104.00	1 OZ	$ 41.58	$ 2.39	$ 43.97	$ 0.42	$ 4,397.00

Vendor Sysco Knoxville

Knox County Purchasing
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Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
27	Chips, Tortilla, Nacho Cheese Flavored, Reduced Fat, IW, No Artificial Colors or Dyes, Must meet 1 G	PepsiCo (Doritos), 31748	72	1 oz	2000	Doritos 31748	6626774	72.00	1 OZ	$ 25.91	$ 2.39	$ 28.30	$ 0.39	$ 56,600.00
28	Chips, Tortilla, Ranch Flavored, Reduced Fat, IW, No Artificial Colors or Dyes, Must meet 1 G	PepsiCo (Doritos), 36096	72	1 oz	1000	Doritos 36096	5073130	72.00	1 OZ	$ 25.91	$ 2.39	$ 28.30	$ 0.39	$ 28,300.00
29	Chips, Tortilla, Spicy Lime Flavored, Reduced Fat, IW, No Artificial Colors or Dyes, Must meet 1 G	PepsiCo (Doritos), 62829	72	1 oz	400	Doritos 62829	4383768	72.00	1 OZ	$ 25.91	$ 2.39	$ 28.30	$ 0.39	$ 11,320.00
30	Chips, Tortilla, Spicy Sweet Chili Flavored, Reduced Fat, IW, No Artificial Colors or Dyes, Must meet 1 G	PepsiCo (Doritos), 49093	72	1 oz	900	Doritos 49093	7700812	72.00	1 OZ	$ 25.91	$ 2.39	$ 28.30	$ 0.39	$ 25,470.00
31	Cracker, Cheddar, WG, Baked, IW, Must meet 1 G	Cambell's (Pepperidge Farm/Goldfish), 18105	300	.75 oz	4400	Goldfish 18105	6599405	300.00	0.75 OZ	$ 64.29	$ 2.39	$ 66.68	$ 0.22	$ 293,392.00
32	Cracker, Cheddar, WG, Baked, IW, Must meet 1 G	Kellanova (Cheez-it), 2410079263	175	.75 oz	7500	Kellanova 2410079263	2098269	175.00	0.75 OZ	$ 34.14	$ 2.39	$ 36.53	$ 0.21	$ 273,975.00
33	Cracker, Graham, Cinnamon Flavored, IW, WGR, Must meet 1 G	J&J Foods (Readi-Bake), 56072 *only used for afterschool snack and summer feeding	200	1 oz	200	JJ Foods 56072	7877042	200.00	1 OZ	$ 36.37	$ 2.39	$ 38.76	$ 0.19	$ 7,752.00
34	Cracker, Graham, Honey Flavored, WGR, IW, Must meet 1 G	J&J Foods (Readi-Bake), 56071 *only used for afterschool snack and summer feeding	200	1 oz	200	JJ Foods 56071	7877083	200.00	1 OZ	$ 36.37	$ 2.39	$ 38.76	$ 0.19	$ 7,752.00
35	Dressing, Italian, Pouch, IW, Fat Free	Kens, KE0807B3	60	1.5 oz	450	Kens KE0807B3	5954250	60.00	1.5 OZ	$ 15.75	$ 2.39	$ 18.14	$ 0.30	$ 8,163.00
36	Dressing, Ranch, Packet, IW, Fat Free	Kraft, 10021000649621	200	.44 oz	1500	Kraft 10021000649621	3727526	200.00	7/16 OZ	$ 25.24	$ 2.39	$ 27.63	$ 0.14	$ 41,445.00
37	Dressing, Jalapeno, Ranch, Gal Shelf Stable, Case must break	Distributor Choice	4	1 gal	250	SYSCLS 19943SYS	1344066	4.00	1 GAL	$ 60.85	$ 2.39	$ 63.24	$ 15.81	$ 15,810.00
38	Jelly, Grape, Cup, IW, Shelf Stable	Kraft, 10013000542101	200	.5 oz	700	Kraft 10013000542101	5270046	200.00	0.5 OZ	$ 11.03	$ 2.39	$ 13.42	$ 0.07	$ 9,394.00
39	Jelly, Strawberry, Cup, IW, Shelf Stable	Kraft, 10013000542200	200	.5 oz	250	Kraft 10013000542200	5270061	200.00	0.5 OZ	$ 15.56	$ 2.39	$ 17.95	$ 0.09	$ 4,487.50
40	Ketchup, Foil Single Serve Packet, Shelf Stable	Kraft, 10013000984802	1000	9 gr	5000	Kraft 10013000984802	4136768	1000.00	9 GM	$ 22.00	$ 2.39	$ 24.39	$ 0.02	$ 121,950.00
41	Mix, Chili with Red Beans and Seasoning, Vegetarian, Dry, Shelf Stable	Basic American Foods (Santiago), 10298	6	108 oz	1000	Santiago 10298	6233441	6.00	20.8 OZ	$ 34.94	$ 2.39	$ 37.33	$ 6.22	$ 37,330.00
42	Mix, Gravy, Biscuit with Pepper, Dry, Shelf Stable	CH Geunther (Conestoga), 99412	6	24 oz	300	CHG 99412	6882203	6.00	24 OZ	$ 17.73	$ 2.39	$ 20.12	$ 3.35	$ 6,036.00

New item, usage good, can request

DES remote dropship

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
43	Mix, Gravy, Brown, Dry Shelf Stable Classic, Must be Low Fat	Distributor Choice	6	13 oz	450	SYSIMP 92175	8558215	6.00	15 OZ	$ 26.53	$ 2.39	$ 28.92	$ 4.82	$ 13,014.00
44	Mix, Gravy, Turkey, Dry, Shelf Stable, Must be Low Fat	Distributor Choice	6	14 oz	150	SYSIMP 92029	4933941	6.00	11.3 OZ	$ 27.60	$ 2.39	$ 29.99	$ 5.00	$ 4,498.50
45	Mix, Cornbread Stuffing, With Herbs and Seasonings, Dry, Shelf Stable	Mars Food Service (Ben's Original), 5480042414	6	56 oz	200	Bens 424847	7191123	6.00	56 OZ	$ 70.13	$ 2.39	$ 72.52	$ 12.09	$ 14,504.00
46	Mix, Cornbread Stuffing, With Herbs and Seasonings, Dry, Shelf Stable	Distributor Choice	6	56 oz	200	SYSCLS 75704	3236569	6.00	3.5 LB	$ 64.94	$ 2.39	$ 67.33	$ 11.22	$ 13,466.00
47	Mayonnaise, Light, Single Serve Packet, Shelf Stable	Kraft, 10021000665331	200	.44 oz	1000	Kraft 10021000665331	3718210	200.00	7/16 OZ	$ 14.60	$ 2.39	$ 16.99	$ 0.08	$ 16,990.00
48	Mustard, Honey Flavored, Cup, Shelf Stable	Kraft, 10013000714409	100	1 oz	2800	Kraft 10013000714409	1973841	100.00	1 OZ	$ 18.00	$ 2.39	$ 20.39	$ 0.20	$ 57,092.00
49	Mustard, Yellow, Single Serve Packet, Shelf Stable	Kraft (PPI), 00716037053901	500	5.5 gr	550	PPI 00716037053901	4394417	500.00	5.5 GM	$ 12.87	$ 2.39	$ 15.26	$ 0.03	$ 8,393.00
50	Oil, Pan Coating, Aerosol Spray, Butter Flavor	Butter Buds, 56217	6	17 oz	600	Butter Buds 56217	7002606	6.00	17 OZ	$ 30.59	$ 2.39	$ 32.98	$ 5.50	$ 19,788.00
51	Oil, Pan Coating, Aerosol Spray, Garlic Flavor	Butter Buds, 56367	6	17 oz	100	Butter Buds 56367	7002648	6.00	17 OZ	$ 29.02	$ 2.39	$ 31.41	$ 5.24	$ 3,141.00
52	Onion, Dehydrated, Chopped, Case Must Break	Distributor Choice	6	3 lb	100	SYSCLS 140013386	7375738	3.00	4 LB	$ 86.00	$ 2.39	$ 88.39	$ 29.46	$ 8,839.00
53	Pasta, Elbow, 100% Semolina	Distributor Choice	2	10 lb	800	LABELLA 0S8096Q0660	4862702	2.00	10 LB	$ 29.30	$ 2.39	$ 31.69	$ 15.85	$ 25,352.00
54	Pasta, Elbow, 100% Semolina	Barilla, 440041	2	10 lb	800	BARILLA 440041	9688367	2.00	10 LB	$ 19.21	$ 2.39	$ 21.60	$ 10.80	$ 17,280.00
55	Pasta, Penne, 100% Semolina	Distributor Choice	2	10 lb	200	LABELLA 0S1010Q0660	4560967	2.00	10 LB	$ 29.30	$ 2.39	$ 31.69	$ 15.85	$ 6,338.00
56	Pasta, Penne, 100% Semolina	Barilla, 440072	2	10 lb	200	BARILLA 440072	7967946	2.00	10 LB	$ 19.21	$ 2.39	$ 21.60	$ 10.80	$ 4,320.00
57	Pasta, Spaghetti, 100% Semolina	Distributor Choice	2	10 lb	500	LABELLA R74017Q0660	4862983	2.00	10 LB	$ 31.81	$ 2.39	$ 34.20	$ 17.10	$ 17,100.00
58	Pasta, Spaghetti, 100% Semolina	Barilla, 354005	2	10 lb	500	BARILLA 354005	7967144	2.00	10 LB	$ 19.21	$ 2.39	$ 21.60	$ 10.80	$ 10,800.00
59	Pastry, Chocolate Fudge Filled, With Frosting, IW Single Packed, Must be WGR	Kellnova, 3800012070	120	1.69 oz	150	Kellanova 3800012070	3490776	120.00	1.76 OZ	$ 37.09	$ 2.39	$ 39.48	$ 0.33	$ 5,922.00
60	Pastry, Strawberry Filled, With Frosting and Sprinkles, IW Single Packed, Must be WGR	Kellanova, 3800055130	120	1.69 oz	150	Kellanova 3800055130	0445062	120.00	1.69 OZ	$ 37.09	$ 2.39	$ 39.48	$ 0.33	$ 5,922.00

13oz not stocked, bidded item already purchasing

11oz not stocked, bidded item already purchasing

MPC on bid old #, new MPC, no change to spec per broker

UPS remote drop ship

6/31b not stocked bidded 3/41b

Vendor Sysco Knoxville

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Bid Food for Schools
Commercial Deliveries

Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
61	Peach, Cling, Sliced in Pear Juice, Canned, Grade A or Fancy	Distributor Choice *used when USDA brown box is not available	6	#10 can	2000	SYSCLS 3678893	3678893	6.00	10 LB	$ 63.57	$ 2.39	$ 65.96	$ 10.99	$ 131,920.00
62	Peach, Cling, Sliced in Light Syrup, Canned, Grade A or Fancy	Distributor Choice *used when USDA brown box is not available	6	#10 can	2000	SYSCLS 2182063	2182063	6.00	10 LB	$ 65.06	$ 2.39	$ 67.45	$ 11.24	$ 134,900.00
63	Pear, Sliced in Light Syrup, Canned, Grade A or Fancy	Distributor Choice	6	#10 can	1250	SYSCLS 9143300904	2182208	6.00	10 LB	$ 65.42	$ 2.39	$ 67.81	$ 11.30	$ 84,762.50
64	Potato, Dehydrated, Instant Mashed Potatoes, Butter Flavor, Water only Additional Ingredient Required	Basic American Foods, 76468	12	28 oz	1500	Basic American 76468	5870837	12.00	28 OZ	$ 62.88	$ 2.39	$ 65.27	$ 5.44	$ 97,905.00
65	Salsa, Mild, Green Chili Added, Shelf Stable, Case must Break	Distributor Choice	4	1 gal	100	CASACLS 48549030211	7775693	4.00	135 OZ	$ 68.21	$ 2.39	$ 70.60	$ 17.65	$ 7,060.00
66	Sauce, BBQ Cup, Shelf Stable, 1 oz	Kraft, 00019582397095	100	1 oz	4000	Kraft 00019582397095	3713567	100.00	1 OZ	$ 12.32	$ 2.39	$ 14.71	$ 0.15	$ 58,840.00
67	Sauce, BBQ Mild, Shelf Stable, Gal	Sweet Baby Rays, SJ0440HF	4	1 gal	200	Sweet Baby SJ0440HF	3369388	4.00	1 GAL	$ 47.95	$ 2.39	$ 50.34	$ 12.59	$ 10,068.00
68	Sauce, Hot, Shelf Stable, Gal, Case must Break	Texas Pete, 1.0112	4	1 gal	100	Texas Pete 1.00012 Cannot MFC	4063186	4.00	1 GAL	$ 47.00	$ 2.39	$ 49.39	$ 12.35	$ 4,939.00
69	Sauce, Hot, Shelf Stable Packet	Texas Pete, 1.00003	200	7 gr	2000	Texas Pete 1.00003	4884995	200.00	7 GM	$ 9.00	$ 2.39	$ 11.39	$ 0.06	$ 22,780.00
70	Sauce, Marinara, with Real Diced Tomatoes	Distributor Choice	6	#10 can	1200	AREZIMP 4978965	4978965	6.00	10 LB	$ 45.59	$ 2.39	$ 47.98	$ 8.00	$ 57,576.00
71	Sauce, Sloppy Joe Mix, Original Flavor, Canned	ConAgra (Manwich), 2700044181	4	107 oz	500	Manwich 2700044181	8459547	4.00	10 LB	$ 37.75	$ 2.39	$ 40.14	$ 10.04	$ 20,070.00
72	Sauce, Taco, Shelf Stable Packet	Kraft, 10013000532409	200	9 gr	100	Kraft 10013000532409	4893467	200.00	9 GM	$ 10.00	$ 2.39	$ 12.39	$ 0.06	$ 1,239.00
73	Sauce, Tartar, Shelf Stable Packet	Kraft, 10013000531600	200	12 gr	100	Kraft 10013000531600	4533535	200.00	12 GM	$ 14.85	$ 2.39	$ 17.24	$ 0.09	$ 1,724.00
74	Seasoning, Butter Flavor in Packet, Fat Free, Dry	Butter Buds, 49835	24	4 oz	700	Butter Buds 49835	0911537	24.00	4 OZ	$ 40.19	$ 2.39	$ 42.58	$ 1.77	$ 29,806.00
75	Seasoning, Italian, Whole, Shelf Stable, Case must Break	Distributors Choice	6	6.25 oz	20	McCormick 900010356	9806472	6.00	6.25 OZ	$ 53.30	$ 2.39	$ 55.69	$ 9.28	$ 1,113.80
76	Seasoning Mix, Taco, Shelf Stable Packages	Badia, 02068	6	9 oz	300	Badia 02068	3510817	6.00	9 OZ	$ 8.57	$ 2.39	$ 10.96	$ 1.83	$ 3,288.00
77	Snack, Breakfast Bar, Apple Cinnamon Flavored, WGR, IW	Kellanova, 3800059779	96	1.55 oz	50	Kellanova 3800059779 UPS remote drop Ship	1400492	96.00	1.55 OZ	$ 30.61	$ 2.39	$ 33.00	$ 0.34	$ 1,650.00
78	Snack, Breakfast Bar, Strawberry Flavored, WGR, Lowfat, IW	Kellanova, 3800059772	96	1.55 oz	50	Kellanova 380059772	1400482	96.00	1.55 OZ	$ 30.61	$ 2.39	$ 33.00	$ 0.34	$ 1,650.00

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
79	Snack, Brown Rice and Marshmallow Flavored Bar, WG rich, Smart Snack Compliant	Kellanova, 3800011052	80	1.4 oz	600	Kellanova 3800011052	2880189	80.00	1.41 OZ	$ 32.76	$ 2.39	$ 35.15	$ 0.44	$ 21,090.00
80	Snack, Brown Rice and Marshmallow Flavored Mini Bar, WG rich, Smart Snack Compliant	Kellanova, 3800014540	600	.42 oz	300	Kellanova 3800014540	3910542	600.00	0.42 OZ	$ 82.65	$ 2.39	$ 85.04	$ 0.14	$ 25,512.00
81	Snack, Fruit Strip, Strawberry Flavored, Reduced Sugar, IW, Smart Snack Compliant	General Mills, 29162000	96	.5 oz	200	General Mills 29162000	0321000	96.00	0.5 OZ	$ 26.53	$ 2.39	$ 28.92	$ 0.30	$ 5,784.00
82	Snack, Fruit Strip, Multi-Colored, Reduced Sugar, IW, Smart Snack Compliant	General Mills, 11561000	96	.5 oz	400	General Mills 11561000	5560271	96.00	0.5 OZ	$ 25.34	$ 2.39	$ 27.73	$ 0.29	$ 11,092.00
83	Snack Mix, Cereal and Strawberry Yogurt Flavored, IW, Smart Snack Compliant	General Mills, 31937000	60	1.03 oz	200	General Mills 31937000	1899063	96.00	1.03 OZ	$ 25.17	$ 2.39	$ 27.56	$ 0.29	$ 5,512.00
84	Spice, Cinnamon, Ground, Pure Product, Air Tight Container, Case must Break	Distributor Choice	6	18 oz	20	McCormick 974425	6639512	6.00	18 OZ	$ 69.18	$ 2.39	$ 71.57	$ 11.93	$ 1,431.40
85	Spice, Cumin, Ground, Pure Product, Air Tight Container, Case must Break	Distributor Choice	6	14 oz	20	McCormick 974266	5228713			$	$ 2.39	$ 64.09	$ 10.68	$ 1,281.80
86	Spice, Garlic Powder, Pure Product, Air Tight Container, Case must Break	Badia, 00680	6	16 oz	40	Badia 00680	7163382	6.00	18 OZ	$ 29.22	$ 2.39	$ 31.61	$ 5.27	$ 1,264.40
87	Spice, Onion Powder, Pure Product, Air Tight Container, Case must Break	Distributor Choice	6	20 oz	40	McCormick 974307	5229125	6.00	20 OZ	$ 47.79	$ 2.39	$ 50.18	$ 8.36	$ 2,007.20
88	Spice, Oregano Whole, Pure Product, Air Tight Container, Case must Break	Badia, 00312	4	1.35 lb	25	Badia 00312	6996771	4.00	1.35 LB	$ 38.70	$ 2.39	$ 41.09	$ 10.27	$ 1,027.25
89	Spice, Parsley Flake, Pure product, Air Tight Container, Case must Break	Badia, 90603	4	12 oz	25	Badia 90603	5467075	4.00	12 OZ	$ 33.00	$ 2.39	$ 35.39	$ 8.85	$ 884.75
90	Spice, Pepper Black Ground	Distributor Choice	6	18 oz	30	McCormick 900010607	9606415	6.00	18 OZ	$ 105.06	$ 2.39	$ 107.45	$ 17.91	$ 3,223.50
91	Sugar, Brown, Light, Shelf Stable Packets	Distributor Choice	12	2 lb	100	SYSCLS 432454	5593702	12.00	2 LB	$ 29.93	$ 2.39	$ 32.32	$ 2.69	$ 3,232.00

Not stocked, usage good, can request

Vendor Sysco knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 400 Dry Goods

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
92	Syrup, Pancake, Maple Flavored, Shelf Stable Cup	Kraft, 716037139605	100	1.5 oz	4200	Kraft 716037139605	4089355	100.00	1.5 OZ	$ 14.87	$ 2.39	$ 17.26	$ 0.17	$ 72,492.00
93	Vinegar, White, 4% Plastic, Distilled	Distributor Choice	4	1 gal	350	SYSCLS 911123	4113049	4.00	1 GAL	$ 12.05	$ 2.39	$ 14.44	$ 3.61	$ 5,054.00
											TOTAL FOR CATEGORY	$ 3,455.29		##########

$3,121,593.10

Excel locked can't extend Column

if want Peterson sub for no bid line

$3,479.93

$3,170,873.10

Vendor Sysco Knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 500 Juice and Specialty Beverages

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
1	Juice, Carton, 4 oz, Apple, 100% Juice, Frozen, No Added Sugar, Preservatives, Artificial Flavors, or Dyes	Suncup, 030301	70	4 oz	20000	Suncup 030301	1210863	70.00	4 OZ	$ 10.19	$ 2.39	$ 12.58	$0.1797	$ 251,600.00
2	Juice, Carton, 4 oz, Blue Raspberry, 100% Juice, Frozen, No Added Sugar or Dyes	County Pure Foods (FUN!), 45716	70	4 oz	10000	Country Pure 45716	1436193	70.00	4 OZ	$ 15.52	$ 2.39	$ 17.91	$0.2559	$ 179,100.00
			Not stocked, usage good, ~~[illegible]~~ can request / Dye has been removed per broker											
3	Juice, Carton, 4 oz, Cherry, 100% Juice, Frozen, No Added Sugar or Dyes	County Pure Foods (FUN!), 45717	70	4 oz	15000	Country Pure 45717	1436258	70.00	4 OZ	$ 15.52	$ 2.39	$ 17.91	$0.2559	$ 268,650.00
4	Juice, Carton, 4 oz, Grape, 100% Juice, Frozen, No Added Sugar, Preservatives, Artificial Flavors, or Dyes	Suncup, 030501	70	4 oz	10000	Suncup 030501	0728824	70.00	4 OZ	$ 11.44	$ 2.39	$ 13.83	$0.1976	$ 138,300.00
5	Juice, Carton, 4 oz, Orange, 100% Juice, Frozen, No Added Sugar, Preservatives, Artificial Flavors, or Dyes	Suncup, 030100	70	4 oz	13000	Suncup 030100	1211440	70.00	4 OZ	$ 12.60	$ 2.39	$ 14.99	$0.2141	$ 194,870.00
6	Juice, Carton, 4 oz, Orange Pineapple, 100% Juice, Frozen, No Added Sugar, Preservatives, Artificial Flavors, or Dyes	Suncup, 031200	70	4 oz	4000	Suncup 031200	1908193	70.00	4 OZ	$ 13.21	$ 2.39	$ 15.60	$0.2229	$ 62,400.00
7	Juice, Carton, 4 oz, Sour Apple, 100% Juice, Frozen, No Added Sugar or Dyes	County Pure Foods (FUN!), 45715	70	4 oz	13000	Country Pure 45715	1436332	70.00	4 OZ	$ 15.52	$ 2.39	$ 17.91	$0.2559	$ 232,830.00
8	Juice, Frozen Treat, Raspberry and Lemon Flavored, Dairy/Lactose/Gluten Free, 100% Juice, Must meet 1/2 c Fruit per Serving	County Pure Foods (Sidekicks), 2009	84	4.5 oz	3500	Country Pure 2009	7545778	84.00	4.4 OZ	$ 30.50	$ 2.39	$ 32.89	$0.3915	$ 115,115.00
9	Juice, Frozen Treat, Cherry and Lemon Flavored, Dairy/Lactose/Gluten Free, 100% Juice, Must meet 1/2 c Fruit per Serving	County Pure Foods (Sidekicks), 2016	84	4.5 oz	1300	Country Pure 2016	7001759	84.00	4.4 OZ	$ 30.50	$ 2.39	$ 32.89	$0.3915	$ 42,757.00

Vendor Sysco knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 500 Juice and Specialty Beverages

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
10	Juice, Frozen Treat, Orange Flavored, Dairy/Lactose/Gluten Free, 100% Juice, Must meet 1/2 c Fruit per Serving	County Pure Foods (Sidekicks), 2023	84	4.5 oz	1000	Country Pure 2023	7132501	84.00	4.4 OZ	$ 30.50	$ 2.39	$ 32.89	$0.3915	$ 32,890.00
						Not stocked, usage good, can request								
11	Juice, Frozen Treat, Watermelon Flavored, 100% Juice, Must meet 1/2 c Fruit per Serving	J&J Snack Foods (Luigi's), 48450	96	4.4 oz	1500	JJ Foods 48450	4801165	96.00	4.4 OZ	$ 32.00	$ 2.39	$ 34.39	$0.3582	$ 51,585.00
						New item, usage good, can request								
12	Juice, Shelf Stable Cup, 4 oz, 100% Juice, Berry Flavored, No Added Sugar or Dyes	Peterson Farms, PB0003	96	4 oz	1400	Peterson Farms PB0003	7392371	96.00	4 OZ	$ 22.50	$ 2.39	$ 24.89	$0.2593	$ 34,846.00
13	Juice, Shelf Stable Cup, 4 oz, 100% Juice, Fruit Punch Flavored, No Added Sugar or Dyes	Peterson Farms, PB0007	96	4 oz	2000	Peterson Farms PB0007	7398012	96.00	4 OZ	$ 22.50	$ 2.39	$ 24.89	$0.2593	$ 49,780.00
14	Juice, Shelf Stable Cup, 4 oz, 100% Juice, Flavored Blend that Includes Apple, Orange, Mango, and Lemon, No Added Sugar or Dyes	Peterson Farms, PB0020	96	4 oz	1400	Peterson Farms PB0004	7392411	96.00	4 OZ	$ 22.50	$ 2.39	$ 24.89	$0.2593	$ 34,846.00
		Not correct MPC												
15	Juice, Lemon, Pasteurized, Case must break	Distributor Choice	6	1 qt	20	SYSNAT 4593	3865649	6.00	1 QT	$ 24.09	$ 2.39	$ 26.48	$4.4133	$ 529.60
16	Milk Sub, Soy, Chocolate Flavored, 8 oz, Shelf Stable, Must meet USDA guidelines' nutritional profile for milk substitutes	Pearl, 06185	24	8 oz	50	Kikkoman (Pearl) 06185	7002197	24.00	8 OZ	$ 19.25	$ 2.39	$ 21.64	$0.9017	$ 1,082.00
						UPS remote drop ship								
17	Milk Sub, Soy, Vanilla Flavored, 8 oz, Shelf Stable, Must meet USDA guidelines' nutritional profile for milk substitutes	Pearl, 06184	24	8 oz	50	Kikkoman (Pearl) 06184	7002196	24.00	8 OZ	$ 19.25	$ 2.39	$ 21.64	$0.9017	$ 1,082.00
18	Milk Sub, Almond, Dark Chocolate, Shelf Stable, 8 oz	Danone (Silk), 136460	18	8 oz	1400	Silk 136576	7406886	3.00	6 CT	$ 14.61	$ 2.39	$ 17.00	$5.6667	$ 23,800.00
						New item, usage good, can request. MPC changed, still 8oz								
19	Milk Sub, Almond, Unsweetened, Shelf Stable, 64 oz	Danone (Silk), 136459 *very low usage for specific allergy accommodation	6	64 oz	5	Silk 136459	0335259	6.00	64 OZ	$ 24.00	$ 2.39	$ 26.39	$4.3983	$ 131.95
20	Milk Sub, Almond, Vanilla, Shelf Stable, 8 oz	Danone (Silk), 136461	18	8 oz	1400	Silk 136461	7270019	3.00	6 CT	$ 14.61	$ 2.39	$ 17.00	$5.6667	$ 23,800.00
						New item, usage good, can request. MPC changed, still 8oz								
21	Water, Distilled Plastic, Gal	Distributor Choice	3	1 ga	25	Pure Life 12532472	7230086	6.00	1 GAL	$ 10.44	$ 2.39	$ 12.83	$2.1383	$ 320.75

3|1 GAL not stocked, bidded 6|1 GAL given usage low

Vendor Sysco knoxville

Knox County Purchasing
Bid Food for Schools
Commercial Deliveries

Category 500 Juice and Specialty Beverages

Line	Description	Preferred Brand/MFG or Pre-Approved Alternate (Sample Required for Alternate)	Pack Size - Case	Pack Size - Unit	Estimated Usage - Cases	Brand and MFG Code Bid	Distributor Code	Pack Size - Case	Pack Size - Unit	Case Price to Distributor	Fixed Delivery Fee per case	Total Cost Per Delivered Case	Total Cost per Delivered Unit	(Extended) Cost Per Line Item
22	Water, Spring, Plastic Bottle, Twist Cap, 8 oz	Distributor Choice	30	8 oz	900	ystal Geyser 0751403012	7200881	30.00	8 OZ	$ 4.83	$ 2.39	$ 7.22	$0.2407	$ 6,498.00
						Crystal Geyser 07514030218					TOTAL FOR CATEGORY	$ 468.66		$ 1,746,813.30

Certification Regarding "Buy American" Requirements

We require that suppliers comply with the Buy American provision in all program meals and:

(1) Certify that the products they are offering are domestic; or

(2) Request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will consider a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least 5 days prior to the scheduled delivery date. In all cases, Knox County Schools Nutrition Department is the determining official for acceptance of non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

Requested Waiver Items

Item as specified (include vendor number)	Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item	Reason for waiver request, denote one of the following: 1. Limited/lack of availability 2. Price	Country of origin	Notes
Vanilla Yogurt 6472502	Vanilla Yogurt 7151014	30.5	19.26	Pack size & availability	Madagascar/Mexico/Indonesia/Tahiti	Not on Buy American letter
Apple Juice 1210863	N/A	12.58		Availability	China/Chile/Mexico/Turkey/Poland/Spain	Not on Buy American letter
Orange Juice 1211440	N/A	14.99		Availability	Brazil/Mexico	Not on Buy American letter
Orange Pineapple Juice 1908193	N/A	15.6		Availability	Brazil/Mexico/Indonesia/Philippines/Costa Rica	Not on Buy American letter
Blue Raz Juice 1436193	N/A	17.91		Availability	Costa Rica/Honduras/Mexico/Turkey/Poland/Russia/Germany	Not on Buy American letter
Cherry Juice 1436258	N/A	17.91		Availability	Turkey/Poland/Russia/Germany/Mexico	Not on Buy American letter
Apple Juice 1436332	N/A	17.91		Availability	China/Chile/Mexico/Turkey/Poland/Spain	Not on Buy American letter
Rasp Lemon 7545778	N/A	32.89		Availability	Argentina/Mexico/Chile/Canada	Not on Buy American letter
Cherry Lemon 7001759	N/A	32.89		Availability	Turkey/Poland/Russia/Germany/Mexico/Argentina/Canada	Not on Buy American letter
Orange 7132501	N/A	32.89		Availability	Brazil/Mexico	Not on Buy American letter
Lemon Juice 3865649	N/A	26.48		Availability	Brazil, Mexico, & Spain	
Almond Choc Milk 7406886	N/A	17		Availability	Spain & Australia	Not on Buy American letter
Almond Unsweet Milk 0335259	N/A	26.39		Availability	Spain & Australia	Not on Buy American letter

GF Burger Bun 0758401	N/A	33.18		Availability	Indonesia	
GF Bread 7040473	N/A	53.24		Availability	Indonesia	
Roll 3138256	N/A	19.64		Availability	Canada/Mexico/Brazil/China/France	Not on Buy American letter
Cali Veg Blnd 1333178	N/A	38.1		Availability	Spain	
Pacific Veg Blnd 4742599	N/A	41.01		Availability	France, Belgium, Netherlands, China, & Spain	
Pea & Carrot 1263615	N/A	45.61		Availability	France, Belgium, Netherlands, & Spain	
Pepperoni 1843853	N/A	42.69		Availability	Canada, Germany, France, Italy, Spain, Brazil, & Mexico	
Cinnamon 6639512	N/A	71.57		Availability	Indonesia	
Cumin 5228713	N/A	64.09		Availability	China, India, Turkey, & Syria	
Blk Pepper 9806415	N/A	107.45		Availability	Brazil, India, Indonesia, & Vietnam	
Butter Buds 7002606	N/A	32.98		Availability	Europe, Asia, New Zealand, Canada, & Mexico	Didn't provide Buy American letter
Butter Buds 7002648	AREZCLS 6988588	31.41	33.55	Price & Availability	Europe, Asia, New Zealand, Canada, & Mexico	Didn't provide Buy American letter
Butter Buds 0911537	N/A	42.58		Availability	Europe, Asia, New Zealand, Canada, & Mexico	Didn't provide Buy American letter
Taco Seasoning 3510817	SYSCLS 5935879	10.96	14.27	Price & Availability	India, Spain, & Pakistan	Didn't provide Buy American letter
Garlic Powder 7163382	McCormick 5229125	31.61	55.4	Price & Availability	India, Spain, & Pakistan	Didn't provide Buy American letter
Oregano 6996771	N/A	41.09		Availability	India, Spain, Turkey, & Pakistan	Didn't provide Buy American letter
Parsley 5467075	McCormick 5229265	35.39	46.1	Price & Availability	India, Spain, & Pakistan	Didn't provide Buy American letter

I/We certify that all food items on this bid have at least 51% U.S. content and were processed in the U.S., except for those listed above.

Date: 2/25/26

Vendor Name: Sysco Knoxville

Authorized Signature: 

Knox County
Business Tax Standard License

October 14, 2025

INDIRECT TAX MAILSTOP A301
SYSCO KNOXVILLE, LLC
1390 ENCLAVE PKWY
HOUSTON TX 77077-2025

Letter ID: L0839958976
Expiration Date: 15-Nov-2026
Return Due By: 15-Oct-2026

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0105137120 and your classification is 1A. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on October 15, 2026. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ .....

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

SYSCO KNOXVILLE, LLC
900 TENNESSEE AVE
KNOXVILLE TN 37921-263

Date Issued: 14-Oct-2025
Classification: 1A
Letter ID: L0839958976
License Number: 0105137120
Expiration Date: 15-Nov-2026

City of Knoxville
Business Tax Standard License

October 17, 2025

INDIRECT TAX MAILSTOP A301
SYSCO KNOXVILLE, LLC
1390 ENCLAVE PKWY
HOUSTON TX 77077-2025

Letter ID:	L0420094400
Expiration Date:	15-Nov-2026
Return Due By:	15-Oct-2026

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0105137120 and your classification is 1A. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on October 15, 2026. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ ----------

City of Knoxville
Business Tax Standard License

This certificate must be publicly displayed.

SYSCO KNOXVILLE, LLC
900 TENNESSEE AVE
KNOXVILLE TN 37921-2630

Date Issued:	17-Oct-2025
Classification:	1A
Letter ID:	L0420094400
License Number:	0105137120
Expiration Date:	15-Nov-2026

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid)

I, Steven Lim, president or other principal

Officer of Sysco Knoxville, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: Sysco Knoxville
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Steven Lim.

President or principal officer of Sysco Knoxville.

On this 9th day of February 2026.

Notary Public

My Commission expires: 09/07/2026

DAWN WEAVER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-07-2026

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

AFFIDAVIT OF COMPLIANCE WITH DRUG-FREE WORKPLACE

AFFIDAVIT OF COMPLIANCE WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF TENNESSEE CODE

ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Steven Lim, president or other principal

Officer of Sysco Knoxville, swear or affirm that the Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

Sysco Knoxville
Name of Company

STATE OF TENNESSEE} COUNTY OF }

Subscribed and sworn before me by Steven Lim, President or Principal Officer of Sysco Knoxville, On this 2 day of _____.

Notary Public

My Commission expires: 09/07/2026

DAWN WEAVER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-07-2026

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Steven Lim, on behalf of Sysco Knoxville
Name of Official — Name of Vendor

hereby certify that:

(1) No Federal appropriated funds have been paid or will be paid by of on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, renewal amendment, or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loan and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
Signature of Company Official

Region VP Finance, CFO
Official's Title

12/19/20
Date

AD-1048
0027

OMB No. 0505-

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

USDA

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 CFR §§ 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 civil fraud, privacy, and other statutes may be applicable to the information provided.

(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
Sysco Knoxville	Bid # 3709

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Steven Lim, Regn VP Finance / CFO

SIGNATURE	DATE
	10/9/20

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 State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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.intake@usda.gov.

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

Mérieux NutriSciences
CERTIFICATION

Certificate #

Date of Audit

Certificate Issue Date

Date of Expiration

Re-audit Due Date

Audit Programme

Auditor No.

Certificate Traceability Reference
This certificate remains the property of Mérieux NutriSciences Certification LLC

If you would like to provide feedback, comments on this BRCGS Standard or the audit process directly to BRCGS, please contact us@brcgs.com

Visit the BRCGS Directory (directory.brcgs.com) to validate the authenticity of this certificate.

Better Food. Better Health. Better World.

Certificate

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco Knoxville-TN

BRCGS Site Code : 1881790

900 Tennessee Ave Knoxville, TN 37921
USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA

For scope of Activities: The storage and distribution of frozen, chilled and ambient food and non-food products for foodservice, using their own transportation equipment and drivers. Products include produce, meat, poultry, seafood and a variety of ambient items.

Exclusion from Scope: Wholesale Module

Product Categories: 01 - Chilled and Frozen Food
02 - Ambient Food
03 - Packaging and packing materials
04 - Consumer Products

Authorised Officer

Mérieux NutriSciences
401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
Tel. : +1 (312) 938-5151 www.merieuxnutrisciences.com/us

IAS-ANZ
www.jasanz.org/register

SYSCO KNOXVILLE, LLC

900 Tennessee Ave. Knoxville, TN 37921

TO: FOOD SERVICE DIRECTORS

RE: ACT OF GOD CLAUSE

In a continuing effort to be fair with you, our valued customer, and to maintain sound business principles in the operation of our company, we must include the following clause/condition in our bid. This clause/condition is necessary due to the length of the bid period.

Due to conditions beyond our control, such as Acts of Nature (fire, flood, earthquake, storms, hurricanes, or other natural disasters), war, strike, riot, terrorist activities, raw material shortages, etc., there are times when a product that has been bid is no longer available at the cost originally guaranteed by the manufacturer. When this happens, Sysco Memphis, LLC may enact this "Act of God" clause- that simply means we cannot honor the original bid price on those impacted items. Sysco Knoxville LLC will adjust its price accordingly to reflect the current price we are being charged by the manufacturer. The same margin or fixed fee as was originally bid will continue to be utilized. At this point, it is the food service entity's option to accept the new price on the item, accept a different item than originally bid or utilize a new supplier to provide that item.

Should you have any questions concerning this policy, please feel free to contact me

Sincerely,

Amber Whitaker

amber.whitaker@sysco.com

615-350-2109

KNOX COUNTY PROCUREMENT DIVISION
INVITATION FOR BID 3709

INSURANCE CHECKLIST

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGG REGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
NO	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Sysco Knoxville **AUTHORIZING SIGNATURE:** _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 06/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	American International Group UK Ltd	AA1120187
INSURER D:	Steadfast Insurance Company	26387
INSURER E:		
INSURER F:		

INSURED
Sysco Knoxville, LLC
900 Tennessee Avenue
Knoxville TN 37921-2630 USA

COVERAGES **CERTIFICATE NUMBER:** 570113682176 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			GLO234720316	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $2,000,000 Excluded $5,000,000 $5,000,000 $5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 2347204 16	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION			62785697 SIR applies per policy terms & conditions	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC234719916 AOS WC234720116 MA, WI	06/30/2025 06/30/2025	06/30/2026 06/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Excess Workers Compensation			EWT234722215 TX Non-Subscribers SIR applies per policy terms & conditions	06/30/2025	06/30/2026	EL Each Accident Aggregate Limit	$10,000,000 $10,000,000

Certificate No : 570113682176

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid No.1853.
Knox Co and Participating School Districts are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Excess Liability policies.

CERTIFICATE HOLDER

Knox Co School
1000 North Central St. Ste 100
Knoxville TN 37917 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

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AGENCY CUSTOMER ID: 570000069864
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Sysco Knoxville, LLC
POLICY NUMBER: See Certificate Number: 570113682176	
CARRIER: See Certificate Number: 570113682176 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		EWS234720216 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2025	06/30/2026		

ACORD 101 (2008/01)
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AGENCY CUSTOMER ID: 570000069864
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Sysco Knoxville, LLC
POLICY NUMBER: See Certificate Number: 570113682176	
CARRIER: See Certificate Number: 570113682176 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Policy Term 06/30/2025 - 06/30/2026

Umbrella Carrier Participants

Policy Number: CSUSA2507898
Underwriting Company: American International Group UK Ltd
Limits: 5M po 10M
Policy Term: 6/30/2025 - 6/30/2026

Policy Number: CSUSA2507797
Underwriting Company: Allianz Global Corporate and Specialty SE
Limits: 3M po 10M
Policy Term: 6/30/2025 - 6/30/2026

Policy Number: CSUSA2507797
Underwriting Company: ACT Syndicate 4519
Limits: 2M po 10M
Policy Term: 6/30/2025 - 6/30/2026

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Attachment "C"

Invitation for Bid #3709, Addendum I, II, & III

Food for Schools Commercial Delivery

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid No. 3709
Food for Schools Commercial Delivery

Addendum Date: January 29, 2026 **Buyer: Susan Colella**

Closing Date: March 2, 2026 @ 2:00 P.M. EST **Total Page(s): 2**

The following is for clarification:

Question 1. Is this a manufacturer bid or through distribution?

Answer 1. This is a bid through distribution only.

Question 2. Please verify if sample submittals can be direct or if a distributor must submit samples on behalf of manufacturer.

Answer 2. Sample submittals should be direct from a manufacturer. The alternate information spreadsheet should be completed and sent with any request for an alternate.

The following is to be amended:

Removed:

BUY AMERICAN REQUIREMENT CERTIFICATE: Knox County School Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at brett.foster@knoxschools.org, a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Amended to:

BUY AMERICAN REQUIREMENT CERTIFICATE: Knox County School Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at brett.foster@knoxschools.org, a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.

Exceptions for non-domestic products may not exceed the following thresholds per total program food cost per school year per USDA's Final Rule described in USDA Memo SP 23-2024:

- School year 2025-2026: 10%
- School year 2028-2029: 8%
- School year 2031-2032: 5%

Exceptions are limited to the following:

- Products listed on the Federal Acquisitions Regulations Non-available Articles list found at 48 C.F.R. §25.104;
- Products that are not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality; and/or
- The cost of a US product is significantly higher than the non-domestic product.

Knox County Schools Nutrition must show compliance with the Buy American Provision per 7 C.F.R § 210.16(d) and 7 C.F.R § 210.21(d). As such, the awarded vendor must supply sales/velocity reports as requested by Knox County Schools Nutrition so that non-domestic commercial food purchases can be tracked.

For the purposes of the Buy American Provision, the term "substantially" is defined as over 51% of a food product consisting of agricultural commodities that were grown domestically in the United States (USDA Memo SP 23-2024).

End of Addendum I.
Please acknowledge Addendum I in your response.

Susan Cavella

Senior Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Invitation for Bid No. 3709
Food for Schools Commercial Delivery

Addendum Date: February 3, 2026 **Buyer: Susan Colella**

Closing Date: March 2, 2026 @ 2:00 P.M. EST **Total Page(s): 3**

The following is for clarification:

Due to a technical issue, a revised Excel pricing has been uploaded to the Knox County Procurement website at: https://www.knoxcounty.org/purchasing/ or you can email Susan Colella at susan.colella@knoxcounty.org.

Question 1. Due to inclement weather in Tennessee/School closings will there be an extension for samples delivery?

Answer 1. Yes, see amendments below.

The following is to be amended:

Removed:

3.45 SAMPLES FOR REQUESTED ALTERNATES: If choosing to request an alternate, Knox County and Knox County School Nutrition requests samples of items not listed as the preferred brand. **Bidders will be required to submit the Alternate Information Spreadsheet listing each line item for which they are requesting approval.** Bidders will be required to provide enough samples to test with students and School Nutrition Staff at no charge to Knox County in order to determine acceptability of the item. Comparable products of other manufacturers and items labeled or designated "distributor choice, or pre-approved alternate, sample required" are allowable and will be considered. Bidders must submit a sample to determine acceptability of any product they would like to be considered as an equivalent during the testing period.

At the discretion of Knox County School Nutrition Department, all products sampled must be sent to the location of choice, within the testing period timeframe, and must include clear preparation instructions, product code number, and nutritional data along with the Alternate Information Spreadsheet. If bidding products other than the manufacturer stated, and for consideration as a sample, bidders must include supporting documentation indicating the manufacturer of the product. **Failure to provide the required information with the sample when submitted will result in that item being disqualified.** Knox County School Nutrition Department may use various methods of determining acceptability including, but not limited to, personnel testing, student testing, and parent or student sensory panels.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Samples must be supplied no later than ***Monday, February 9, 2026,*** and samples not received by the deadline will not be considered or accepted as alternates. All deliveries of samples must be received no later than 10:00 AM on the date delivered to ensure that a representative of Knox County School Nutrition Department will be available to receive and properly store the product.

Samples must be delivered to:
Northwest Middle School Testing Kitchen
c/o Cafeteria—Commercial Food Bid Testing
5301 Pleasant Ridge Road
Knoxville, TN 37921

It is the intent of Knox County to notify bidders by ***Wednesday, February 11, 2026,*** if alternates are acceptable. However, if a delay does occur, bidders will be notified as soon as possible thereafter.

Amended to:

3.45 SAMPLES FOR REQUESTED ALTERNATES: If choosing to request an alternate, Knox County and Knox County School Nutrition requests samples of items not listed as the preferred brand. **Bidders will be required to submit the Alternate Information Spreadsheet listing each line item for which they are requesting approval.** Bidders will be required to provide enough samples to test with students and School Nutrition Staff at no charge to Knox County in order to determine acceptability of the item. Comparable products of other manufacturers and items labeled or designated "distributor choice, or pre-approved alternate, sample required" are allowable and will be considered. Bidders must submit a sample to determine acceptability of any product they would like to be considered as an equivalent during the testing period.

At the discretion of Knox County School Nutrition Department, all products sampled must be sent to the location of choice, within the testing period timeframe, and must include clear preparation instructions, product code number, and nutritional data along with the Alternate Information Spreadsheet. If bidding products other than the manufacturer stated, and for consideration as a sample, bidders must include supporting documentation indicating the manufacturer of the product. **Failure to provide the required information with the sample when submitted will result in that item being disqualified.** Knox County School Nutrition Department may use various methods of determining acceptability including, but not limited to, personnel testing, student testing, and parent or student sensory panels.

Samples must be supplied no later than ***Friday, February 13, 2026,*** and samples not received by the deadline will not be considered or accepted as alternates. All deliveries of samples must be received no later than 10:00 AM on the date delivered to ensure that a representative of Knox County School Nutrition Department will be available to receive and properly store the product.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Samples must be delivered to:
Northwest Middle School Testing Kitchen
c/o Cafeteria—Commercial Food Bid Testing
5301 Pleasant Ridge Road
Knoxville, TN 37921

It is the intent of Knox County to notify bidders by ***Tuesday, February 17, 2026,*** if alternates are acceptable. However, if a delay does occur, bidders will be notified as soon as possible thereafter.

Removed:

3.48 SUBMIT QUESTIONS: All questions regarding this bid must be submitted to Susan Colella no later than **4:30 P.M. Local Time on February 16, 2026.**

Amended to:

3.48 SUBMIT QUESTIONS: All questions regarding this bid must be submitted to Susan Colella no later than **4:30 P.M. Local Time on February 20, 2026.**

End of Addendum II.
Please acknowledge Addendum II in your response.

Susan Colella

Senior Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum III to Invitation for Bid No. 3709
Food for Schools Commercial Delivery

Addendum Date: February 18, 2026 **Buyer: Susan Colella**

Closing Date: March 2, 2026 @ 2:00 P.M. EST **Total Page(s): 3**

The following is for clarification:

1. Per Section 1.7, see the attached list of approved alternates. You may request a blank pricing sheet from the buyer as listed in Section 1.1 of Invitation for Bid No. 3709.

2. Provide pricing for pre-approved items as well as all approved alternates on all bid submissions. Per Section 3.40, Knox County quantities to be purchased will vary.

End of Addendum III.
Please acknowledge Addendum I, II and III in your response.

Susan Colella

Susan Colella
Senior Buyer
Knox County Procurement Division

Category	Bid Line	Proposed Brand	Proposed MFG #	Pack Size	Description	Note
100	4	Bongards	402951	168/1 oz.	String Cheese	
100	5	Bongards	402991	168/1 oz.	Lite String Cheese	
200	2	Tyson/Advance	10000015329	2/7.16 lbs	Hamburger	
200	3	Don Lee	CN19053	1000/0.5 oz	Meatballs	
200	6	Schwan's Food Service	73338	200 ea/cs	Cheese Sticks	
200	6	Wild Mike's	11001	112/2.00 oz.	Cheese Breadstick	
200	6	Bosco/Tyson	17020111120	144 ea/cs	Cheese Stuffed Breadstick	
200	7	Gold Creek Foods	8080	2/5 lb	Grilled Chicken	
200	7	Proview	62005	4/5 lb	Whole Muscle Grilled Filet	
200	8	Rich Chicks	54486	4/5 lb	Chicken Patty	
200	8	Gold Creek Foods	5001	2/5 lb	Chicken Patty	
200	8	Pilgrim's Goldkist	7516	6/5 lb	Chicken Patty	
200	9	Rich Chicks	54496	4/5 lb	Spicy Chicken Patty	
200	10	Rich Chicks	54487	4/5 lb	Chicken Nuggets	
200	10	Pilgrim's Goldkist	7518	6/5 lb	Chicken Nuggets	
200	11	Pilgrim's Goldkist	615400	6/5 lb	Breakfast Chicken Patty	
200	12	Rich Chicks	43424	4/5 lb	Chicken Tender	
200	12	Pilgrim's Goldkist	7527	6/5 lb	Chicken Tender	
200	13	Rich Chicks	43404	4/5 lb	Spicy Chicken Tender	
200	13	Tyson	10703420928	4/7.75 lb	Spicy Chicken Tender	
200	15	Tyson	10363650928	48/cs	Corn Dog	
200	16	Tyson	10270240928	4/7.54 lb	Mini Corn Dog Nugget	
200	25	Brookwood Farms	12300	4/5 lb	BBQ	
200	30	JTM Foodservice	5646CE	6/5 lb	Sausage Patties	
300	9	Daves Baking	FT600	72/2.7 oz	Cinnamon Bun	
300	11	Rich Products	13457	182/2.6 oz	Biscuit Dough made with WG - Handi Split	
300	12	Country Home Bakers	04911	384/1 oz	Choc Chip Cookie Frozen	
300	12	Buena Vista	78015	216/cs	Chocolate Chip Frozen	
300	13	Country Home Bakers	04915	384/1 oz	Sugar Cookie Frozen	
300	14	BakeCrafters	442	2/5 lb	French Toast Sticks	
300	21	McCain	MCL03623	6/5 lb	Waffle Fries Redstone Frozen	
300	23	Chefs Corner Foods	OFC-2178	6/5 lb	Fried Rice	

Category	Bid Line	Proposed Brand	Proposed MFG #	Pack Size	Description	Note
300	24	Sister Shubert	4816271457	90/cs	Roll	*this is already listed as pre-approved for bid category 300, line 25
400	2	Knouse	FFASU1402MUS01	96/4.5 oz	Cinnamon Applesauce	
400	3	Knouse	FFASU1150MUS01	96/4.5 oz	Original Applesauce	
400	4	Allens	42119	6/#10	Baked Beans	
400	5	Allens	32213	6/#10	Black Beans	
400	5	National Food Group	607378	6/#10	Black Beans	
400	6	Allens	01224	6/#10	Green Beans	
400	7	Allens	35213	6/#10	Pinto Beans	
400	7	National Food Group	606845	6/#10	Pinto Beans	
400	38	Smucker	5150000764	200/.5 oz	Grape Jelly	
400	39	Smucker	5150000767	200/.5 oz	Strawberry Jelly	
400	43	Vanee	4627-816-VAN	6/16 oz	Brown Gravy	
400	44	Vanee	6618-816-VAN	8/16 oz	Turkey Gravy	
400	48	Ken's	KE5125A1	100/1 oz	Honey Mustard	
400	64	Idahoan	2970000313	12/26 oz	Mashed Potatoes	
400	65	Red Gold	REDSC99	6/#10	Salsa, Mild Green Chili Added, SS	
400	67	Red Gold	REDOA5P	4/1 gal	BBQ Sauce, Mild SS	
400	92	Smucker	5150051009	100/1.4 oz	Syrup	

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve award of Bid 3709 to Sysco Knoxville, LLC for the provision of commercially delivered food for school cafeterias.

*Knox County Procurement to send final documentation.

Cost to Knox County Schools

Based on projected usage and availability of products, approximately $11,000,000 annually.

Description and Type of Funding Source

School Nutrition, Fund 143

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 2.

Board of Education Regular Session

Meeting Date: 04/09/2026

Knoxville-Knox County Community Action Committee Memorandum of Understanding

Submitted By: Terri Coatney

Department: Operations **Division:** School Nutrition

Explanation

Approve Memorandum of Understanding with the Knoxville-Knox County Community Action Committee (CAC) for provision of Meals at 2026 Summer Learning Camps at an estimated cost of $100,000.00 using Summer Learning Camp Funds or a General Purpose Fund Balance Designation

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Fiscal Impact

Attachments

Memorandum of Understanding

Fiscal Note

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made March 3, 2026 and entered into by and between the Knoxville-Knox County Community Action Committee (CAC), located at 2247 Western Avenue, Knoxville, TN, and the Knox County Schools (KCS) to provide meal delivery services and site training for the Knox County Schools Summer Learning Camps ineligible for reimbursement under the USDA Summer Food Service Program.

WHEREAS, KCS seeks to provide summer meals for TDOE Summer Learning Camps at non-area eligible sites (list attached); and

WHEREAS, CAC cannot serve as the sponsor for non-area eligible sites through Summer Food Service Program (SFSP); and

WHEREAS, KCS seeks for CAC to provide all typical services in the Summer Food Agreement, aside from sponsorship and claiming of meals at non-area eligible sites.

NOW THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, it is agreed as follows:

(1) KCS will reimburse CAC for their services at the non-area eligible sites at the inverse rate of the agreed upon rates in the Summer Food Service Agreement: $0.96 per breakfast, $1.69 per lunch, and $0.13 per snack.
(2) In-service training, conducted by CAC, will be provided for site staff and key management of KCS.
(3) Service will begin on or about June 1, 2026, after in-service training is complete.
(4) Payment will be based on delivered meals. The total number of delivered meals will be compiled and reported to KCS for billing within seven days after the serving period ends. CAC will prepare and submit an invoice to KCS within five working days after the total number delivered meals is reported. Payment will be made by KCS no later than thirty working days after receipt of invoice.
(5) This service will be in effect from June 1, 2026, through June 26, 2026.
(6) CAC will provide a minimum of one delivery driver, one delivery agent,and one delivery vehicles to distribute prepared meals within the designated delivery time window. Delivery units will transport both milk and food to approximately 8 sites and therefore must be capable of handling the volume. In case of mechanical problems, another vehicle must be available for immediate service.
(7) Each delivery unit will have a CAC staff member assigned to accurately load and drop of meals and beverages at the site. CAC staff will adjust orders as needed based on site attendance and will collect containers left from the previous day.
(8) Delivery staff is expected to make deliveries as outlined by the CAC Nutrition Services Food Distribution Operations Manager to assure proper program management.
(9) All local health and sanitation requirements must be met at all times.
(10) CAC employees working under this MOU will be covered by Worker's Compensation and Liability Insurance provided by CAC.

(11) CAC shall indemnify and hold Knox County Schools, including the Nutrition Department, harmless at CAC's sole cost and expense against any and all claims, demands, or causes of action not caused or occasioned by the negligence of Knox County Schools employees.

To the extent allowed under Tennessee law →

Knox County Schools shall indemnify and hold CAC, including the Nutrition Services Department, harmless at Knox County Schools sole cost and expense against any and all claims, demands, or causes of action not caused or occasioned by the negligence of CAC employees.

IN WITNESS THEREOF, KCS and CAC have executed this MOU as of the date first written above.

Agreed to by:

Date: _____

Knox County Schools

_____

Representative

Date: 3/6/26

Knoxville-Knox County Community Action Committee

Misty H Goodman

Chief Executive Officer

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-150

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/23/2026

*NON-AREA ELIGIBLE SITES *

Ball Camp Elementary School
Blue Grass Elementary School
Brickey-McCloud Elementary School
Farragut Intermediate School
Farragut Middle School
Hardin Valley Elementary School
Sequoyah Elementary School
West Valley Elementary School

*List subject to change pending state determination of eligibility requirements. *

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve MOU with CAC for provision of typical services in Summer Food Service Program Agreement for non area eligible summer learning sites (to be funded from Summer Learning state funding at approximately $100,000.00.) *If Summer Learning state funding is not available for this expense, this will be funded from GP Fund Balance.*

List is subject to change pending state determination of area eligibility.

Knox County Schools will reimburse Knox County Schools Nutrition Department for the full SFSP reimbursement rate of meals served at non area eligible summer learning sites ($3.1375 per breakfast, $5.51 per lunch, and $1.295 per snack). Knox

Cost to Knox County Schools

$100,000.00

Description and Type of Funding Source

Summer Learning Camp funding or GP Fund Balance

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session **5. C. 3.**

Meeting Date: 04/09/2026

LIFTONE, LLC Terms and Conditions for Carter High School

Submitted By: Terri Coatney

Department: Academics **Division:** College & Career

Explanation

Approve Terms and Conditions with LIFTONE, LLC for Purchase of a Yale Veracitor GC050VX Lift Truck for Carter High School at a cost of $44,485.10 using Greenheck Fan Corporation Donated Funds

Fiscal Impact

Attachments

Purchase Information

Fiscal Note

LIFTONE
2000 SHOPPERS LN
KNOXVILLE, Tennessee 37921
Phone: 865-637-6161



MODEL: GC050VX

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	KNOX COUNTY SCHOOLS *COD*
ADDRESS	900 E FIFTH ST Knoxville, Tennessee 37917
SHIP-TO ADDRESS	900 E FIFTH ST Knoxville, Tennessee 37917
CONTACT NAME	Kacy Helton
PHONE	8655482528

PROPOSED BY	Wally Painter	TITLE	Key Account Manager
PHONE / CELL	(865) 748-9611 / 602362	EMAIL	wpainter@liftone.net

DATE	2026-03-18	Quote Expiration	2026-04-17

Quote Number: 2026-1358904

LIFTONE
2000 SHOPPERS LN
KNOXVILLE, Tennessee 37921
Phone: 865-637-6161

Quoted Model: GC050VXAvailable Features

Yale Veracitor Cushion Tire Forklift Model GC050VX: Nominal 5000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems are designed specifically for tough lift truck applications. Highly reliable electrical systems provide sophisticated control of truck functionality leading to outstanding efficiency. Robust hydraulic systems and heavy duty masts provide excellent load moving capability. Truck frames provide optimal strength and rigidity, including maximum protection to internal components. Standard Equipment includes: Continuous Stability Enhancement System, Integrated Dashboard Display, Operator Restraint System, Operator Presence System (OPS), Low Fuel Indicator, Infinitely Adjustable Steering Column and Floor mat.

Proposal Summary

Included Items	Description	Quantity
Model	Yale® VERACITOR® GC050VX Lift Truck - 5,000 lb Nominal Capacity, Class IV	1
Construction	Keyswitch Start	
Powertrain	Engine - PSI 2.4L LPG	
	Brakes - Self Energizing Drum	
	Single Pedal Inch/Brake Arrangement	
	Electronically Controlled Powershift 1-Speed Transmission	
Powertrain Options	High Air Intake	
	Pressure Sensing Low LPG Fuel Indicator	
	Swing Out LPG Tank Bracket	
	Anti-Clog Radiator	
	UL Label - Classification Type LP	
Powertrain Accessories	System Monitoring	
Mast	3 Stage Full Free Lift Mast - Class II - 189" (4800mm) Maximum Lift Height - 83" (2085mm) Overall Lowered Height - 60" (1546mm) Free Lift Height without Load Backrest - 238" (6023mm) Overall Extended Height with Load Backrest	
	Mast Tilt - 5° Forward / 5° Back	
Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshift Carriage	
	48" (1220mm) High Load Backrest Extension	
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve	
	Mechanical Lever Hydraulic Controls - Cowl Mounted	
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted	
Wheels & Tires	Drive Tires - 21 x 7 x 15 - Cushion - Non-Marking Compound - Smooth Tread - Standard Tread Width	
	Steer Tires - 16 x 6 x 10.5 - Cushion - Non-Marking Compound - Smooth Tread	

LIFTONE
2000 SHOPPERS LN
KNOXVILLE, Tennessee 37921
Phone: 865-637-6161

Operator Compartment	84" (2128mm) Overhead Guard - Grid Style
	Rear Drive Handle with Horn Button
Directional Control	Directional Control Lever - Mounted on Left Side of Steering Column
	Steering Wheel with Spinner Knob
Seat	Full-Suspension Vinyl Seat
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Fully Enclosed Hood and Side Panels - Non-Vented
Lights & Alarms	Work Lights - LED Plastic Lens - 2 Front and 1 Rear
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	Nameplate Modification (SPED)
	English Literature Pack and Labels
Fees & Surcharges	Freight
	Fees & Surcharges
	Destination Charge

Additional Items or Accessories Included

	Description	Quantity
Local Freight		1

LIFTONE
2000 SHOPPERS LN
KNOXVILLE, Tennessee 37921
Phone: 865-637-6161

Total Investment

Price GC050VX	$44,485.10	**Qty:** 1	
Quoted Quantity	1	**TOTAL:**	$44,485.10

Pricing quoted is FOB factory (freight not included). Freight will be invoiced in addition to the equipment pricing or may be added to any finance options chosen. Price is exclusive of taxes. Due to the volatility of the supply chainimpacting pricing and lead times, possible interest rate adjustments at time of delivery, as well as freight charges in the transportation industry, LiftOne reserves the right to revise our pricing in direct correlation to price andsurcharge increases received from the OEM or the finance institution. Upon notification of any price adjustments that may impact your order, LiftOne commits to promptly notifying you. At that time, you have the right to cancel the impactedorder without penalty or cancellation fee up until 120 days prior to the OEM build date. This order/proposal is subject to LiftOne's Terms and Conditions effective on the date hereof, which are incorporated in full by this reference. TheTerms and Conditions are attached to this document.

Proposal By:	Wally Painter	**Accepted By:**	
Signature:		**Signature:**	
Date Signed:		**Date Accepted:**	
		PO Number:	

LIFTONE
2000 SHOPPERS LN
KNOXVILLE, Tennessee 37921
Phone: 865-637-6161

Approved vendor?

Terms and Conditions

TERMS AND CONDITIONS

1. General Application. These general terms and conditions of sale (the "Terms and Conditions") of LIFTONE, LLC, a North Carolina limited liability company ("LiftOne"), apply to, and form an integral part of, the following, unless, and to the extent, LiftOne explicitly agrees otherwise in writing: (i) all quotations and offers made by LiftOne ("Offer") to a customer ("Purchaser"); (ii) all acceptances, acknowledgements and confirmations, signed by LiftOne and Purchaser, of any orders (a "Purchase Order"); and (iii) any agreements regarding the sale by LiftOne, and purchase by Purchaser, of goods ("Products") and/or services ("Services").

2. Scope. Except as otherwise explicitly set forth in a Purchase Agreement, the sale of any Product or the provision of any Services by LiftOne will be governed by these Terms and Conditions, which together with any applicable, and executed, Purchase Order, Offer or other agreement authorized by LiftOne (and any exhibits attached hereto or thereto), form the agreement between Purchaser and LiftOne (the "Purchase Agreement"). Any terms and conditions set forth on any document issued by Purchaser (including any form prepared by Purchaser) are hereby explicitly rejected and intentionally disregarded by LiftOne, and any such terms shall be wholly inapplicable to any sale made by LiftOne to Purchaser and shall not be binding in any way on LiftOne. No reference herein to Purchaser's inquiry or purchase order shall in any way modify the terms and conditions hereof.

3. Offers. Any Offer is open for acceptance by Purchaser within the period stated by LiftOne in the Offer, or when no period is specified, within thirty (30) days from the date of the Offer; provided, however, that any Offer may be withdrawn or revoked by LiftOne at any time prior to LiftOne's acceptance of a Purchase Order. An Offer will be effective as a Purchase Order only when executed by both LiftOne and Purchaser. Except as affected by provisions hereof entitled "Force Majeure" and "Termination on Default", there shall be no postponement or cancellation of a Purchase Agreement unless by mutual agreement of LiftOne and Purchaser. In the event of cancellation by mutual agreement, Purchaser shall be liable for the cost of engineering, supervision, labor and material delivered or in process at the time of cancellation.

4. Pricing; Payment. The price quoted in a Purchase Agreement for Services is based upon field labor working eight hours per day, and the standard forty-hour week, with the normal schedule dates of Monday through Friday. The price quoted is in no way inclusive of any overtime work or holiday pay. The price stated in any Purchase Agreement assumes that LiftOne will be able to proceed on a continuous basis of engineering, purchasing, manufacture, delivery and installations without any delay. Any and all taxes imposed by federal, state or other governmental authorities on the sale, purchase, shipment, storage, use or consumption of the Products or Services shall be paid, or reimbursed, to LiftOne by Purchaser, in addition to the amounts listed (but whether or not listed) on the applicable Purchase Agreement. Purchaser shall pay to LiftOne the amount set forth in the applicable Purchase Agreement (i) net ten (10) days on all Products shipped, from the date of shipment, and (ii) net 10 days upon completion of Services, unless otherwise agreed to in the Purchase Agreement.

5. Failure to Pay. If Purchaser fails to pay the amount set forth in a Purchase Agreement within the time specified by the same, LiftOne may, in its sole discretion, without prejudice to any other remedy available to LiftOne, at law or in equity, do any one or more of the following: (i) postpone shipments of Products or delivery of Services; (ii) alter payment terms; (iii) terminate shipments or Services; and (iv) charge interest on all overdue amounts at the lesser of the rate of 1.5% or the maximum amount allowed by applicable law, per month, compounded monthly. Further, Purchaser shall pay all of LiftOne's costs and expenses (including reasonable attorneys' fees) incurred directly or indirectly by LiftOne in the collection of any amount not paid when due under a Purchase Agreement. Purchaser may not hold back, delay or set-off any amounts owed to LiftOne in satisfaction of any claims asserted by Purchaser against LiftOne.

6. Change Orders. Any changes in engineering, design, construction or manufacturing, resulting in delays subsequent to the execution of a Purchase Agreement (a "Change Order"), shall result in additional expense due to LiftOne. LiftOne shall take no action until both Purchaser and LiftOne have executed a written Change Order. Delays resulting from a Change Order, and resulting expenses, may be stated in the Change Order. LiftOne will credit against the stated pricing any reduced costs that can be established resulting from such Change Order.

7. Delivery. Unless otherwise specified in a Purchase Agreement (for example, in the context of delivery directly from the manufacturer), (i) delivery terms shall be Ex Works (Incoterms 2020) LiftOne's applicable facility and (ii) the Products may be delivered in part, or all in one shipment, as determined by LiftOne. LiftOne will use commercially reasonable diligence to meet the scheduled shipment dates provided in the Purchase Agreement, which are estimates and not guarantees of when the Products actually will be shipped. Purchaser's acceptance of delivery shall constitute a waiver of any claim relating to delay.

8. Title. Upon delivery of the Products to the carrier designated by LiftOne (or as otherwise provided in the Purchase Order), the Products shall become the property of Purchaser, subject to a reservation of a security interest in the same herein granted to LiftOne. Any losses or damage thereto on and following delivery shall be borne by Purchaser. Purchaser shall obtain appropriate risk insurance for fire, theft and extended coverage, including vandalism, and at the request of LiftOne, such policy shall name LiftOne as an additional insured and otherwise recognize LiftOne's interest. Title to the Products, materials and equipment installed by LiftOne shall remain with LiftOne and shall vest in Purchaser only upon payment in full to LiftOne of the required purchase price. Until Purchaser pays the purchase price in full, Purchaser (i) shall keep the Products, materials and equipment on its premises at all times; (ii) shall not remove any Products, material or equipment from the premises, without the written approval of LiftOne and (iii) shall not transfer, mortgage, pledge or dispose of the same.

9. Nonconformity. Within ten (10) days after delivery of a Product to Purchaser, or completion of a Service, in accordance with the Purchase Agreement, Purchaser must give detailed written notice to LiftOne of any claim based upon the condition, quantity or grade of the Product sold, any aspect of a Service or any claimed nonconformity with the Purchase Agreement. The failure of Purchaser to comply with this requirement shall constitute irrevocable acceptance by Purchaser of the Product delivered or the Service rendered and shall bind Purchaser to pay LiftOne the full price for such Product or Service.

10. Security Interest. Purchaser hereby grants to LiftOne a purchase money security interest in the Products to secure the payment of the purchase price of the Products and of all other amounts due to LiftOne from Purchaser at the time of delivery of the Products and thereafter incurred or owed by Purchaser. Purchaser agrees to execute and deliver to LiftOne supplemental security agreements, financing statements and other documents as LiftOne may reasonably require to perfect, preserve and enforce such security interest. Purchaser shall not remove any Products from the premises of Purchaser or permit any Products to become subject to a lien in favor of any third party, until full performance of all obligations of Purchaser to LiftOne under, and with respect to, this Purchase Agreement, as applicable to those Products.

11. Purchaser's Facilities. Purchaser shall provide LiftOne with such facilities and resources as LiftOne may require to fulfill its obligations hereunder, including: (i) furnishing reasonable working area cleared and free from any interference by others working in the area; (ii) providing access to the facility in the form of road and truck unloading facility; (iii) repairing any floor or clearance requirement; (iv) keeping the work site free from water and other debris; (v) providing all utilities in the form of electric current, light, water and heat as may be required for installation work; and (vi) paying the cost of changes, delays or interruptions due to omission of the foregoing. Purchaser is responsible for providing receptacles for trash removal and to incur the cost of the proper disposal of said debris.

12. Warranty. ANY AND ALL WARRANTIES WITH RESPECT TO PRODUCTS ARE PROVIDED SOLELY BY THE MANUFACTURER OF THE APPLICABLE PRODUCTS, THE TERMS AND CONDITIONS OF WHICH HAVE BEEN SUPPLIED TO PURCHASER BY LIFTONE. LIFTONE MAKES NO DIRECT WARRANTY WITH RESPECT TO THE PRODUCTS AND SERVICES, ALL WARRANTY OBLIGATIONS BEING THOSE OF THE MANUFACTURER; PROVIDED, THAT LIFTONE MAY PROVIDE PURCHASER WITH A LIMITED WARRANTY ON CERTAIN USED PRODUCTS, WHICH WILL BE SPECIFIED IN THE ASSOCIATED PURCHASE AGREEMENT (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY DOES NOT COVER ANY PRODUCTS THAT ARE NOT USED FOR THEIR INTENDED PURPOSE, OR IN ACCORDANCE WITH ACCOMPANYING DOCUMENTATION OR THAT HAVE BEEN ALTERED IN ANY WAY BY PURCHASER, ITS EMPLOYEES OR AGENTS OR BY ANY THIRD PARTY.

13. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" AND LIFTONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS PURCHASE AGREEMENT IN RELIANCE UPON ANY STATEMENT OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

14. Limitation on Damages. Any action by Purchaser under or relating to this Purchase Agreement or the Products or Services sold must be commenced within twelve (12) months after such cause of action has accrued. LiftOne's contractual liability for failure to fulfill its obligations hereunder or any other liability under or in connection with the Products or Services shall be limited to the repair or replacement of non-conforming Products, or the re-execution of non-conforming Services, provided, however, that the amount of such liability shall not exceed the purchase price of the applicable Products or Services.

LIFTONE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY, WITH RESPECT TO THE PRODUCTS OR SERVICES OR LIFTONE'S PERFORMANCE HEREUNDER. EVEN IF LIFTONE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOLLOWING, LIFTONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES RELATING TO THE SALE OF THE PRODUCTS OR SERVICES, OR THE RENDERING THEREOF, OR OTHERWISE, LOSSES DUE TO DELAY IN SHIPMENT, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST PURCHASER BY A THIRD PARTY OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

15. Indemnification. Purchaser shall hold harmless, defend, and indemnify LiftOne and its subsidiaries, affiliates, directors, officers, employees and agents ("LiftOne Parties") from and against, and pay, any liability, obligation, loss, damage, fee, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense or disbursement of any kind or nature whatsoever (including without limitation all reasonable attorneys' fees) (hereinafter collectively referred to as "Liabilities") that may be imposed on, incurred by or asserted against any LiftOne Party by a third party arising out of the transactions contemplated by this Purchase Agreement or operation of Products sold to Purchaser hereunder. Notwithstanding the foregoing, Purchaser shall not be liable to any LiftOne Party for any portion of such Liabilities that resulted from LiftOne's fraud, bad faith or willful misconduct.

16. Termination on Default. In addition to other methods of termination set forth in a Purchase Agreement, LiftOne may terminate and cancel the Purchase Agreement, and suspend any further performance by LiftOne hereunder, if (i) any Product or Service has been delivered or rendered but not paid for by Purchaser in accordance with the terms hereof (all amounts owed in the future hereunder by Purchaser to LiftOne thereby becoming immediately due and payable, despite any other agreement to the contrary); (ii) any proceeding in bankruptcy, insolvency, receivership or liquidation are taken against Purchaser; (iii) Purchaser makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iv) Purchaser materially breaches any term of the Purchase Agreement or (v) LiftOne, in good faith, believers that the ability of Purchaser to pay or perform any provision of this Purchase Agreement is impaired.

17. Force Majeure. LiftOne shall not be liable for damages of any kind, caused by delays in shipment, delivery or any other nonperformance of this Purchase Agreement, directly or indirectly resulting from, or contributed to by, any circumstances beyond LiftOne's control, including without limitation acts of God, riots, wars or national emergencies, acts of terrorism, labor disputes of every kind, however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources, delays of carriers or postal authorities, or governmental restrictions, (including imposition of tariffs), prohibitions or diversions. The occurrence of any such circumstance shall operate to extend LiftOne's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, LiftOne may allocate its deliveries among its customers as it may decide in its sole discretion.

18. Confidentiality. The information in these Terms and Conditions, and any documents attached hereto, contain proprietary and confidential information belonging to LiftOne and may not be copied, reused, modified, stored or retained except for review and discussion between Purchaser and LiftOne. This includes, but is not limited to, any content, intellectual property, technical method, text incorporated and drawings contained therein. It shall not be used, disclosed, modified or reproduced, in whole or in part, for any purpose other than to evaluate these Terms and Conditions, without the prior written consent of LiftOne.

19. Governing Law. This Purchase Agreement shall be governed by the laws of the State of North Carolina, without reference to its conflict of laws provisions.

20. Miscellaneous. The terms and conditions stated herein constitute, along with the Purchase Agreement, the complete and exclusive statement of the terms and conditions of sale of the Products and Services. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This Purchase Agreement may be amended, modified or supplemented only by a writing signed by LiftOne and Purchaser. The failure of LiftOne to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this Purchase Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this Purchase Agreement in that jurisdiction without in any way invalidating the remaining provisions of this Purchase Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights that accrue to LiftOne by virtue of this Purchase Agreement shall inure to the

benefit of its successors and assigns. All requests, instructions and notices from one party to the other must be in writing and may be given via certified mail or facsimile transmission to the address of the parties shown on the face of the Purchase Order. Neither the Uniform Law on the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods nor the Convention on Contracts for the International Sale of Goods applies to this Purchase Agreement

21. Surcharges. In the event of an Original Equipment Manufacturer (OEM) price increase, LiftOne reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM

22. Cancellations. If Purchaser seeks to cancel its order or it fails or refuses to accept delivery of the products it has ordered, Purchaser agrees to pay all charges incurred by LiftOne as a result of such cancellation or refusal or failure to accept delivery. The charges include any cancellation penalties charged to LiftOne by the manufacturer, the charges of returning the product to its point of original shipment by LiftOne, storage fees, demurrage, or other charges related to Purchaser's cancellation or refusal or failure to accept delivery. A 15% cancellation fee will also apply. If Purchaser cancels its order after the result of a price or Surcharge adjustment affecting the order and cancellation is prior to 120 days of the actual OEM build date cancellation fees will be waived.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of March, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-180

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Lift One

Purchase of Yale Veracitor Fork Lift Truck for Carter Manufacturing

Cost to Knox County Schools

$0

Description and Type of Funding Source

Greenheck Project Account - Site Based Enterprise

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 4.

Board of Education Regular Session

Meeting Date: 04/09/2026

TriMech Solutions, LLC Standard Terms and Conditions

Submitted By: Terri Coatney

Department: Academics **Division:** College & Career

Explanation

Approve Standard Terms and Conditions with TriMech Solutions LLC for provision of SOLIDWORKS® Software Training for Carter High School at a cost of $4,880.00 using Greenheck Fan Corporation Donated Funds

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Fiscal Impact

Attachments

Terms & Conditions

Fiscal Note

TRIMECH

TriMech Solutions LLC
4991 Lake Brook Drive,
Suite 300 Glen Allen, VA 23060
US

Created Date	4/1/2026
Expiration Date	4/30/2026
Proposal Number	00110425

Prepared By	Tyler Ayres	Contact Name	Kacy Helton
Email	tyler.ayres@trimech.com	Terms	Net 30
Bill To Name	Carter High School	Ship To Name	Carter High School
Bill To	Tennessee 37871	Ship To	Tennessee 37871

*For prompt processing of your order, please submit your purchase orders to **TriMech Solutions LLC** and confirm that the payment terms align with those specified in your purchase order.*

Product Code	Line Item Description	Quantity	Sales Price	Total Price
TRN-SWX-ESN	SOLIDWORKS Essentials Training - Duration: 4 days, or 6 sessions (digital only) - Level: Beginner Prerequisites: - Mechanical or Industrial design, and Windows experience. - Completion of the first 3 SOLIDWORKS tutorials is recommended - Several months practice with SOLIDWORKS software is recommended before attending this course - Training manuals and materials are included By quickly getting up to speed, as well as using best modeling practices, SOLIDWORKS Essentials ultimately ensures maximum efficiency and productivity for all SOLIDWORKS users. New CAD users, seasoned users of other CAD systems and veteran SOLIDWORKS users can all benefit from this intensive training. Real life case studies are used to illustrate processes, teaching everything you need to know for building parametric models of parts and assemblies, and making drawings of those parts and assemblies.	2.00	USD 2,440.00	USD 4,880.00

Total Price	USD 4,880.00
Tax	USD 0.00
Grand Total	USD 4,880.00

Terms and Conditions

This purchase is subject to the terms and conditions found on our website here: https://trimechgroup.com/terms

Reminder: As stated in our Terms and Conditions, the purchaser is responsible for any Duties, Tariffs or Taxes that TriMech Group is required to collect and remit, to any government (national, state, or local) and which are imposed on or measured by the sale of Products or Services.

This Quote is issued by TriMech Solutions LLC and may be accepted, fulfilled, and invoiced by TriMech Solutions LLC or any of its direct or indirect affiliates under common control.
Customer agrees that any such affiliate is authorized to sell, invoice, and collect payment under the commercial terms set forth in this Quote.

Confidentiality Clause

The client acknowledges that all information in this quote, including pricing, terms, and related documentation, is proprietary and confidential to TriMech. The client shall not disclose, copy, or share any portion of this quote with any third party or outside entity without TriMech's explicit written consent. This obligation of confidentiality will survive the conclusion or termination of any subsequent agreement or negotiation between the parties.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of March, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: _____

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

1. General

1. These Standard Terms and Conditions (the "**Terms and Conditions**") are intended to supplement the terms and conditions set forth in the applicable quotation, renewal invoice, invoice, sales order, statement of work or similar document (each, an "**Order**") entered into between a customer ("**Customer**") and Company for the purchase and sale of products or services supplied by Company ("**Products**" and "**Services**") to Customer. "**Company**" shall refer to any of TriMech Acquisition Corp., TriMech Solutions, LLC, TriMech Services, LLC, TriMech Enterprise Solutions Corp., or Javelin Technologies Inc., any of their respective subsidiaries or any of their future affiliate entities.

2. Links to Key Terms

    a. Prices and Payment Terms in Section 2

    b. Delivery of Products and Shipping Terms in Section 3

    c. Sunset Clause for Services and Training in Section 3.6

3.

    a. **Software**. For Software products, see Appendix I

    b. **Hardware**. For 3D Printers, 3D Printer Accessories, Installation or Maintenance Services, Scanners, and other Hardware products, see Appendix II.

    c. **Training**. For Training Services, see Appendix III.

    d. **Advanced Manufacturing Services**. For Advanced Manufacturing Services see Appendix IV. Company offers a variety of Products and Services. For certain Products Company operates as a reseller to third-party original equipment manufacturer (OEM) partners. Unique Company Product and Services terms and conditions and links to OEM specific terms and conditions, license agreements, and warranties are as follows ("OEM Terms") are as follows:

    e. **Consulting Services**. For Consulting, Implementation, Data Management, Project Engineering, and other Services, see Appendix V.

4. These Terms and Conditions are hereby incorporated as part of each Order. These Terms and Conditions will not govern or alter the terms of any master services agreement entered by and between Company and Customer unless expressly stated therein. Any purchase order, invoice or other agreement provided by Customer to Company that includes different or additional terms that may vary from the applicable Order and these

Terms and Conditions are objected to and disallowed. Unless otherwise specified in writing, each quotation will expire sixty (60) days from the date thereof.

5. These Terms and Conditions, together with OEM Terms where applicable, are the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated by the Order notwithstanding any other terms that might be contained in any purchase order or other document received from Customer or submitted to Company. In the event of a conflict between the terms and conditions of an Order and these Terms and Conditions, the Order will control. The applicable Order as supplemented by these Terms and Conditions constitute the entire agreement between the parties regarding the subject matter hereof and, except as expressly set forth herein, can only be modified or changed in writing and signed by authorized representatives of both parties. To the extent the OEM Terms are appliable, Customer will only be entitled to seek recourse directly from the applicable OEM in accordance with the applicable OEM Terms.

2. Prices; Payment Terms

1. Unless otherwise agreed by Company in writing, the purchase price for Products and Services ("**Price[s]**") will be set out in the applicable Order. In connection with the provision of Services by Company, Customer agrees to reimburse Company for all Company's travel and other expenses reasonably incurred by Company in connection with its performance of Services. Prices for all Products and Services exclude sales, use, excise, and similar taxes and exclude all costs of shipping and handling. It has been assumed that Customer will provide a tax certificate. Customer will be responsible for all costs of shipping and handling and for all sales, use, excise and similar taxes or other charges which Company is required to pay, or to collect and remit, to any government (national, state, or local) and which are imposed on or measured by the sale of Products or Services. Prices are subject to change in the event of any material increase in the costs of energy or raw materials between the date of the Order and the date of shipment of any Product or date any Services are provided, as applicable.

2. Payment in full will be made in the currency set forth in the Order on the terms in the applicable Order; provided, however, that if the applicable Order does not specify a payment due date, then such payment will be as follows:

a. Standard Terms for Software, Hardware, Advanced Manufacturing, Consulting Services (except Time and Materials): 50% at time of Order with balance 30 days from invoice dates

b. Training: 50% at time of Order with balance 30 days from invoice dates, however, all fees to be paid before class attendance.

c. Time and Materials Consulting Services: 30 days from invoice date

d. Staffing: 30 days from invoice date

3. The Customer agrees to maintain their purchase order open for any multi-year licenses until such time as the purchase order has been fully invoiced. Multi-year license purchases are irrevocable and non-cancellable and must be fulfilled in accordance with the agreed terms and conditions.

4. Invoices will be sent to the address specified in the Order. Should Customer dispute any invoice, Customer will notify Company of the nature of the dispute in writing within fifteen (15) days of the invoice date. If Customer does not notify Company of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per these Terms and Conditions. Notwithstanding any dispute regarding an invoice, Customer will timely pay the undisputed portion of the disputed invoice. Customer will have no right of set-off or withholding, and no deduction of any amounts due from Customer to Company will be made without Company's prior, express written approval.

5. Company, in its discretion, may permit Customer to pay invoices via credit card. If Company accepts credit card payment, Company will be entitled to charge a 2% convenience fee on the total amount charged to the extent such charge does not conflict with applicable law.

6. If Customer is delinquent in its payment obligations, Customer will pay, in addition to the delinquent payment, a late charge equal to the lesser of one and one-half percent (1.5%) per month or any part thereof or the highest applicable rate allowed by law on all such delinquent amounts plus Company's attorneys' fees and expenses and court costs incurred in connection with collection.

7. Customer acknowledges that Company has the right to reassess Customer's creditworthiness from time to time. Unless expressly prohibited by law, in the event there is a decline in Customer's creditworthiness in Company's reasonable discretion, Company may, upon fifteen (15) days written notice, revise the payment terms between the parties.

3. Delivery of Products and Shipping Terms

1. Unless otherwise agreed in writing by the parties, the applicable manufacturer will deliver the Products to the Customer using its standard methods for packaging and shipping such Products. Unless otherwise provided by the applicable manufacturer, delivery terms are F.O.B. the manufacturer's facility for destinations in the United States and EXWORKS the manufacturer's facility (INCOTERMS 2020) for destinations outside of the United States.

2. Shipping costs Client will be responsible for all shipping costs to Client's location even if not included in a quote. Shipping costs will be added to invoices for the related item shipped.

3. Any specified delivery dates are approximate only and not guaranteed. Company will not be liable for any delays howsoever caused, nor can the delivery dates be made of the essence by any written notice or communication. Reasonable endeavors will be made to meet delivery dates, but Company will not be liable for any failure to do so and any consequent right of Customer to repudiate the Order is expressly excluded.

4. Company may, at its option and in its sole discretion, deliver Products in one or more installments. If Products are delivered/completed in installments, Company will be entitled to invoice for each installment as and when each instalment is delivered/completed.

5. **Transfer of Property; Risk of Loss**: Company will retain the right and title to Products sold to Customer until delivery of Products to the Customer, at which point Customer will obtain the right and title to Products. The risk of loss, including, but not limited to the risk of loss, theft, damage or destruction of products, transfers to Customer upon delivery to Customer.

6. Sunset Clause for Services and Training.

    a. Services. All Service Contracts, excluding Time and Material contracts, expire within 12 months of purchase and Company will retain paid fees. Both parties must mutually agree to any modifications of this clause.

    b. Training. Customers have 12 months from the date of purchase to schedule training and avoid expiration of their purchase. Company will retain paid fees. This will apply to software and hardware training.

c. Training Passports are valid for 12 months from the date of the first course attendance. The first course attendance must occur within 6 months of the purchase date.

4. Provision of Services

Customer agrees to comply with all reasonable requests of Company and will provide Company's personnel with access to all documents and facilities as may be reasonably necessary for the performance of Services. Customer agrees to furnish without charge adequate space at Customer's premises for use by Company's personnel while performing Services. The relationship of the parties hereto is that of independent contractors. Nothing in these Terms and Conditions, and no course of dealing between the parties, will be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Neither party has the authority to bind or contract any obligation in the name of or on account of the other party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other party, or otherwise act on behalf of the other. Each party will be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

5. Inspection; Remedies

1. Customer will promptly notify Company of rejection of Products for non-conformity with the Order. Any notice of rejection must be in writing, identify the Order and describe all non-conforming aspects of the Products. If OEM Terms are appliable, then the OEM Terms will control and the remedies available to the Customer will be as set forth therein. If OEM Terms are not applicable, then the remaining provisions in this Section 5.1 will control. If Customer timely notifies Company of any nonconforming Products, Company will, in its sole discretion, (a) replace such nonconforming Products with conforming Products, or (b) credit or refund the Price for such nonconforming Products, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Upon any express written instructions from Company, Customer will ship the nonconforming Products to Company's facility from which such Product was originally shipped. If Company exercises its option to replace

nonconforming Products, Company will, after receiving Customer's shipment of nonconforming Products, ship to Customer, at Customer's expense and risk of loss, the replaced Products. Customer acknowledges and agrees that the remedies set forth in this Section 5.1 are Customer's exclusive remedies for the delivery of nonconforming Products.

2. Customer will promptly notify Company of any breach by Company in the provision of Services and allow Company reasonable time to correct any such breach. Any notice of breach must be in writing, identify the Order and describe all non-conforming aspects of Services being provided. If Customer timely notifies Company of any non-conformance in the provision of Services, Company will, in its sole discretion, (a) re-perform such Services, or (b) credit or refund the Price for such nonconforming Services. Customer acknowledges and agrees that the remedies set forth in this Section 5.2 are Customer's exclusive remedies for the provision of nonconforming Services.

6. Cancellation

1. Company may cancel an Order if Customer becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Company under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors.

2. With respect to an Order for Services, in the event Customer cancels such Order or a portion of such Order, Company will invoice Customer for material and labor costs incurred by Company as of the date of cancellation, and Customer will pay such invoice within thirty (30) days after receipt of such invoice. Customer will not be entitled to cancel an Order for Products without the express written consent of Company.

7. Limited Warranty

1. With respect to any Products sold under an Order, Company agrees, subject to the terms of this limited warranty, to provide Customer the warranty set forth in the Order. Any extended warranties are subject to additional costs. For any third-party products not manufactured by Company, Company's only responsibility is to assign to Customer any other manufacturer's warranty that does not prohibit such assignment.

2. With respect to any Services provided under an Order, Company does not warrant in any form the results or achievements of Services provided or the resulting work product and deliverables. Company warrants that that Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices.

3. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 7, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS (EXCEPT WARRANTIES OF TITLE), SERVICES, WORK PRODUCT OR DELIVERABLES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND COMPANY SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND THE LIMITED WARRANTY SET FORTH IN THIS SECTION 7 IS IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF COMPANY. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR GOODS.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, STATUTORY, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER OR NOT BASED UPON COMPANY'S NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION ARISING, DIRECTLY OR INDIRECTLY, IN RESPECT TO THE PRODUCT OR SERVICES PURCHASED FROM COMPANY, OR THE USE OR FAILURE THEREOF, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF OPPORTUNITY, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, DAMAGE TO GOOD WILL OR REPUTATION OR LOSS OF DATA. UNDER NO CIRCUMSTANCES WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS ORDER EXCEED AS APPLICABLE (A) THE PRICE PAID HEREUNDER FOR PRODUCTS PROVIDED BY COMPANY OR (B) THE PRICE PAID OVER THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR SERVICES PROVIDED BY COMPANY.

9. Applicable Law; Forum

1. The parties agree that unless otherwise agreed in writing, these Terms and Conditions will in all respects be (a) in the case of a Customer of Javelin Technologies, Inc., governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein, or (b) in the case of a Customer of any other Company, governed by and construed in accordance with the laws of the Commonwealth of Virginia, in each case without regard to applicable conflicts of laws principles. Customer agrees to comply with all legal requirements applicable to Customer.

2. Any legal suit, action, or proceeding arising out of or relating to an Order or these Terms and Conditions will:

   a. For Customers of Javelin Technologies, Inc.: will be instituted in the courts of the Province of Ontario and each party irrevocably attorns to the jurisdiction of the courts of such province in any such suit, action or proceeding.

   b. For Customers of any other Company: will be instituted in the federal courts of the United States of America for the Eastern District of Virginia, Richmond, Virginia, or the courts of the Commonwealth of Virginia located in the County of Henrico, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

3. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THESE TERMS AND CONDITIONS OR THE ORDER.

4. No action in law or equity arising out of any Order or these Terms and Conditions may be brought by Customer more than one (1) year after the cause of action has first arisen. Company will have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing these Terms and Conditions. The rights and obligations herein will survive completion of the final payment under an Order.

10. Force Majeure

Company will neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control, including but not limited to acts of

war (declared or undeclared), Acts of God, fire, strike, pandemic, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production.

11. Confidentiality

The Order (including any accompanying documents) contains information proprietary to Company. No part of the Order information may be reproduced or transmitted in any form without the prior written permission of Company. Customer will treat the details of the Order any information made available in relation hereto as private and confidential and will not publish or disclose the same or any particulars therefore (save as may be required by law) without the previous consent of Company, providing nothing in this Section will prevent the publication or disclosure of any such information that has come within the public domain otherwise than by breach of this Section which is required to be disclosed by law. TN Public Records Act.

12. Intellectual Property Rights.

1. Notwithstanding delivery of and the passing of title in any Products to Customer, nothing in these Terms and Conditions will have the effect of granting or transferring to, or vesting in, Customer any intellectual property rights in or to any Product.

2. **Ownership of Work Product**: This is not a work-for-hire agreement. The copyright, trade secret and other intellectual property and other proprietary rights ("Intellectual Property Rights") in all deliverables created under an Order for Customer ("Deliverables") will belong to Company. All Intellectual Property Rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of Services hereunder ("Pre-Existing Works") are and will remain the sole and absolute property of Company. Company hereby grants a worldwide, non-exclusive, non-transferable license to Customer to use the Deliverables and

Pre-Existing Works solely for its internal use as intended under the applicable Order.

3. **Software Ownership**: Customer acknowledges and agrees that, as between Company and Customer, all right, title and interest in and to the Software (as defined below) and all enhancements, related documentation, and derivative works with respect to the Software and all Intellectual Property Rights embodied in and related to each of the foregoing, will at all times remain with Company or the OEM, as applicable. Customer agrees to treat the Software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the Software and related documentation to third parties. Customer further agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the Software or related documentation. "Software" will mean computer software programs, in source code or object code form, and all enhancements, improvements, modifications or versions thereof, including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation.

4. **Software License**: TO THE EXTENT ANY PRODUCTS OR SOFTWARE INCORPORATES SOFTWARE PROVIDED BY A THIRD PARTY ("THIRD PARTY SOFTWARE"), COMPANY WILL PASS THROUGH TO CUSTOMER THE LICENSES AND WARRANTIES WITH RESPECT TO SUCH THIRD-PARTY SOFTWARE, TO THE EXTENT ASSIGNABLE BY COMPANY, TO ENABLE CUSTOMER TO USE THE SOFTWARE AS CONTEMPLATED BY THESE TERMS AND CONDITIONS AND AS SPECIFIED IN THE ORDER. IN THE EVENT COMPANY CANNOT PASS THROUGH ANY LICENSES OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, COMPANY WILL NOTIFY CUSTOMER SO THAT CUSTOMER CAN LICENSE SUCH THIRD-PARTY SOFTWARE FROM THE THIRD-PARTY SOFTWARE LICENSOR DIRECTLY.

   Customer may not use the Third-Party Software except as expressly permitted under the terms and conditions applicable to such Third-Party Software. Additionally, Customer will not, without the prior written express consent of the applicable third party, copy, modify, sublicense, loan or transfer in any manner the inherent Third Party Software or firmware, create derivative works, or translate, decompile, disassemble, reverse assemble, reverse engineer, emulate or perform any other operation with respect to the Third Party Software, unless the operation is specifically authorized by law. Customer agrees to defend, indemnify

and hold harmless Company from all damages and third-party claims arising from Customer's unauthorized use or transfer of the Third-Party Software or firmware. For additional references to Third Party Software, see Appendix I.

5. Company reserves the right to discontinue deliveries of any Products, the manufacture, sale, or use of which would, in Company's opinion, infringe upon any U.S. patent, trademark or design now or hereinafter issued, registered, or existing and under which Company is not licensed.

13. Assignment; Subcontracting

Customer will not assign an Order without the prior written consent of Company, and any purported assignment will be void. Company may assign an Order and its rights and obligations in connection therewith at any time without notice to Customer. Customer acknowledges and agrees that Company may use subcontractors and consultants to perform Services to be provided under any Order.

14. Waiver

No waiver by Company of any breach of these Terms and Conditions by Customer will be considered as a waiver of the subsequent breach of the same or any other provision.

15. Severability

If any provision or portion of these Terms and Conditions will be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of these Terms and Conditions will be deemed omitted and the remaining provisions and portions will remain in full force and effect.

TRIMECH Training Terms & Conditions

Company provides Training on the products and services it provides. These Training products are delivered through various methods that include, On-line Training, Classroom Training, On-site Training at a Customer location and individual Training called Mentoring. Training in these methods may be offered to the general public (Public Training) or only to specific Customers or individuals (Closed Training).

The following Terms and Conditions apply to the Training products supplied by Company:

1. Training Definitions

1. Public Training are classes open to various clients.
2. Closed Training are classes scheduled for an individual client.
3. Training Passports are prepaid unlimited 12-month Training subscriptions.

2. Sunset Clause

a. Training. Customers have 12 months from the date of purchase to schedule training and avoid expiration of their purchase. Company will retain paid fees. This will apply to software and hardware training.

b. Training Passports are valid for 12 months from the date of the first course attendance. The first course attendance must occur within 6 months of the purchase date.

2. Complimentary Repeats

A complimentary repeat is offered for Public Training should issues be communicated during attendance of the original course. The goal is to resolve any issue in a satisfactory manner. If the training needs to be repeated, the opportunity is available for up to 6 months from the original course date.

3. Rescheduling

1. Company allows cancellations and rescheduling without cost as per the guidelines below. Requests to cancel or reschedule must be received in writing.
2. For Closed Training onsite at client's location, cancellations received within 10 business days of the start date, an administrative fee of $500.00 per day applies. This includes group training, assessments, mentoring, and consulting.

3. For Public Training, the following administrative fees will be applied to cancellations or rescheduling less than 10 business days before the start date:

   a. Up to or on 10 business days: no fee for rescheduling or cancellations.

   b. 9 to 3 business days: $250.00 fee per person, per public course applies.

   c. 2 to 0 business days: The course cost will be forfeited. There will be no refunds and no rescheduling.

   d. Non-arrival (no show): The course cost will be forfeited. There will be no refunds and no rescheduling.

4. Training Passports cancellations and transfers may be done without cost on or before 10 business days prior to the first day of training. After 10 business days the administrative fee of $250.00 applies.

4. Course Postponements

Schedules for Public Training schedules are subject to change. Courses may be rescheduled due to low enrollment, or availability of classrooms, equipment, or trainers. Company will provide rescheduling notice at least 5 days prior to the course start date whenever possible and in such a situation you will be offered a 100% credit for transfer to another date. Company will not be liable for any costs incurred for travel, hotel, or any other consequential damages because of a course change.

5. Scheduling new Public Training

Company can schedule a new public digital or in-class course in North America. Newly scheduled courses are subject to the minimum attendance requirements (as noted in Sec 4 above)

6. Training manuals and exercises

Manuals are not for sale individually and are distributed for training course attendance only, as follows:

0. Manuals for digital courses: Training manuals are only provided upon course registration and will be shipped 5 to 10 days prior to the course start date. Should a training manual be shipped and the student cancels registration, the manual(s) must be returned unopened. If not returned the full course fee will be charged.

1. Manuals for classroom courses: Training manuals are provided during the first day of class.

7. Training Prerequisites

0. Each training course is paired with prerequisites that are listed in the course descriptions on Company websites. It is the student's responsibility to meet the prerequisite requirements.

1. A telephone call assessment with an instructor can be arranged to determine if a prerequisite exemption is applicable.

2. In the event a student chooses to proceed without the required prerequisites, Company will not alter the course content to accommodate the student's lack of prerequisites.

8. Evaluations and certificates

Upon full attendance of the course with participation to the satisfaction of the instructor, you will be emailed your training feedback evaluation at the end of the course. You will then be emailed a copy of your training certificate of completion.

9. SOLIDWORKS Training Passport Terms and Conditions

0. The Training Passport entitles a single owner to attend instructor-led courses offered within the Passport for the 12-month period that commences on the first course attendance. All course attendance must occur within this time limit.

1. The first training course attendance must occur within 6 months of the purchase date.

2. If the Passport holder ceases employment within the 12-month duration, then ownership is transferable to a replacement employee. The expiration date of the Passport will not be extended; it will still expire one year from the original start date. Please contact Company's Training Department to make this exchange.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of March, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-181

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

TRIMECH Solutions LLC

Solidworks Essentials Training for (2) from Carter Manufacturing

Cost to Knox County Schools

$0

Description and Type of Funding Source

Greenheck Project Account - Site Based Enterprise

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 5.

Board of Education Regular Session

Meeting Date: 04/09/2026

SouthCoast Music & Design, LLC Contract for Bearden High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Contract with SouthCoast Music & Design, LLC for production of Percussion Arrangements for the Bearden High School Marching Band at no cost to Knox County Schools

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Fiscal Impact

Attachments

Contract

Fiscal Note

SouthCoast Music & Design, LLC

This contract for the production of goods is between {SouthCoast Music & Design, LLC.} (**The Manufacturer**) under the laws of the state of Tennessee and Bearden High School (**The Buyer**).

Exhibit A.

SouthCoast Music and Design, LLC. is tasked with the Percussion Arrangements for the 2026 Bearden High School Marching Band at the rate of **{$2,500}.**

1. **Sale of Goods.** The Manufacturer shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the "**Goods**") in the quantities and at the prices stated in Exhibit A.

(1a). Unless otherwise stated in Exhibit A, ½ payment **{$1,250}** for the Goods is due before production may begin. A second ½ payment is due upon delivery of the completed product. **The Buyer** *may be* subject to a 1% interest per 7 day term if the pay installment is missed.

2. **Governing Law and Designation of Forum.** (a) The laws of the State of Tennessee (without giving effect to its conflicts of law principles) governs all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

3. A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of Tennessee sitting in Knox County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of Tennessee sitting in Knox County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

1. **Force Majeure.** The Manufacturer will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond The Manufacturer's reasonable control.
2. **Product Term; Distribution.** The Buyer agrees to rent the product from The Manufacturer. The term of this rental will last no more than the remaining months of the calendar year from the date of this agreement. The Buyer may not perform this product outside of this term without written permission from The Manufacturer. The Buyer may not distribute the product (any of the elements of the product) to any third party.
3. **Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this Agreement or the transactions it contemplates, the prevailing party will be entitled to recover

from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

4. **Procurement of Copyright.** The Manufacturer is in no way responsible for the procurement of Copyright for any of the material used in the production. This responsibility falls to The Buyer. If The Buyer fails to obtain copyright permission and legal action is taken from an outside party The Buyer alone is subject to any legal fees that may be subjected due to the use of copywritten material.
5. **Exclusivity of Product.** The Manufacturer will own all rights to the product and has no responsibility to inform The Buyer of additional distribution of the product. No exclusivity is guaranteed to The Buyer for any amount of time.
6. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
7. **Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.
8. **Effectiveness; Date.** This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.
9. **Counterparts; Electronic Signatures.** This agreement may be signed by one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.
10. **Media Agreement. The Manufacturer** will have the ability to use any video, audio, photographs, or text produced by The Manufacturer or The Buyer in order to advertise The Manufacturer's services to other potential clients.

Each party is signing this agreement on the date stated opposite that party's signature.

X_____ X _____

Jonathan Beavers, Owner/Director of Operations Date

SouthCoast Music & Design

X_____ X_____

Megan Christian, Bearden High School Date

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

Kristi Kristy

Kristi Kristy, Chair

Date: 4-9-2026

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-152

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contract to SouthCoast Music and Design, LLC. for Percussion Music Composition Arrangements for the 2026 Bearden High School Marching Band at a cost of $2,500.00

Cost to Knox County Schools

$0

Description and Type of Funding Source

Fundraising

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session **5. C. 6.**

Meeting Date: 04/09/2026

Concord Theatricals Musical Agreement for Farragut High School

Submitted By: Terri Coatney

Department: Academics **Division:** Academic Supports

Explanation

Approve Musical Agreement with Concord Theatricals Corporation for Farragut High School's production of "Rodgers & Hammerstein's Cinderella (Enchanted Edition)" December 10-12, 2026 at no cost to Knox County Schools

Fiscal Impact

Attachments

Agreement

Fiscal Note

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

03/13/2026

Dear Anthony,

Thank you for your interest in producing a Concord Theatricals musical!

Please note, this agreement is *not* a license to perform until Concord Theatricals receives the signed agreement and payment as specified herein. This agreement must be signed and fees due on signing must be paid, processed, and acknowledged in accordance with the terms of this agreement before you may audition, cast, rehearse, advertise, publicize, or perform. If a signed copy of this agreement along with payment of twenty-five percent (25%) of the Performance Fee total shown on the accompanying invoice has not been received **within 90 days** of the date of this agreement, this agreement will expire and shall be cancelled. If you have any questions, please contact our licensing department at (866) 979-0447.

Please read the following document carefully as it explains the necessary procedures for production of this Concord Theatricals musical. The document includes:

1. **Performance Agreement & Fees**
2. **Rental Material Information**
3. **Additional Material Order Form**
4. **Terms and Conditions**
5. **Concord Theatricals Licensing Checklist**

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.concordtheatricals.com/now-playing.

Best wishes for a successful production!

K12 Licensing
Concord Theatricals Licensing Department
k12@concordtheatricals.com

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

PERFORMANCE AGREEMENT & FEES (AMATEUR MUSICAL)

In order to protect both our authors' rights and our producers' interests Concord Theatricals has adopted a policy to void performance licenses where twenty-five percent (25%) of the Performance Fee has not been paid within ninety (90) days from the date this Performance Agreement was issued. If the twenty-five percent (25%) of the Performance Fee, as set forth in the agreement below, or any other unpaid invoice for performance licenses or materials has not been received within ninety (90) days from the date this Performance Agreement was issued (or sixty (60) days prior to your first performance date, if earlier), this agreement will expire and shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions, please contact our licensing department at (866) 979-0447.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing, via email, as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department at (866) 979-0447.

PERFORMANCE AGREEMENT

Dated as of **03/13/2026** (the "Effective Date")
This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Concord Theatricals Corp., 250 W. 57th Street, 6th Floor, New York, NY 10107-0102 ("Concord Theatricals") and **Farragut High School** ("Licensee" or "you"):

Producing Organization Details:

[Customer #]	**161998**
[Address]	**11237 Kingston Pike**
[City]	**Knoxville**
[State]	**TN**
[ZIP]	**37934**
[Country]	**United States**
[Website]	

Applicant / Contact:

[Contact]	**Anthony Wooley**
[Email]	**anthony.wooley@knoxschools.org**
[Phone]	**8659669775**

regarding Licensee's amateur production of the following Musical (the "Property"):

[redacted]

By ("Author(s)"):

[redacted]

Licensee shall present the Property in accordance with the following details :

Venue: **Farragut High School**
11237 Kingston Pike,
Knoxville, TN, 37934
Total Number of Seats Per Performance: **800**

CONCORD THEATRICALS
MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

Expected Attendance Per Performance: **700**
Ticket Prices from: $ **15** to $ **20**.
Performance Dates: **12/10/2026 – 12/12/2026** for a total of **3** performances.
Restrictions:

Please note: You may not advertise, market, promote, or otherwise bill your production as any type of "premiere" version of the Play (including as a regional, state, or local premiere) unless you have received written approval from Concord Theatricals

The total period during which Licensee is authorized to present its production, including the Performance Dates given above and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the "Production Dates."

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

QUOTE

The following fees will be charged for this production, and formal quotes have been emailed to you separately:

Licensing Fees

Type	Category	Description	Fee
Amateur	**Performance Fee - 1st Payment**	**1st Payment**	**USD 1,518.75**
Amateur	**Performance Fee - 2nd Payment**	**2nd Payment**	**USD 4,556.25**
Rental	**Rental Fee**		**USD 902.13**
Shipping and Handling Fee	**Shipping Fee**		**USD 125.00**
You have selected the **Full Package** of rental materials.			

TOTAL *	**USD 7,102.13**

* Certain methods of payment may incur additional fees. See "Methods of Payment" below for details.

25% of the Performance Fee above shall be due upon the signing of this Agreement.

The remaining 75% of the Performance Fee along with any other payments due hereunder shall be due no later than sixty (60) days before the first Performance Date scheduled under this Agreement.

You have selected to receive the **Full Package** of rental materials. The rental fees, including shipping and taxes (if applicable), as outlined above correspond to your selection.

Rental Fee: Licensee agrees to pay Concord Theatricals the rental fee listed above for the use of material(s) as described in Section 4 of this Agreement ("Rental Materials") by Licensee in connection with the production of the Property under this Agreement, as well as any shipping fees or taxes outlined above.

Rental fees, shipping, and taxes shall be due no later than sixty (60) days prior to the first scheduled Performance Date. **No Rental Materials will be shipped to Licensee until the fees above are paid in full.**

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

A Purchase Order does not constitute payment for licensing fees. Until check, credit card, debit card or ACH payment is received you do not have license to perform or advertise the show.

Script Fees

If the table below is empty, then scripts/librettos are included in your rental package.

This is only an estimate, a copy of the invoice, **11379273,** has been emailed to you separately.





* Certain methods of payment may incur additional fees. See "Methods of Payment" below for details.



- If payment is received for script fees on or before 2 weeks from the above date, scripts will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your scripts earlier than the above date, email info@concordtheatricals.com.

Please see "Methods of Payment" section below on how to proceed with this payment. Authorized purchase orders are accepted from domestic educational institutions only and will only release shipment(s) of all materials found on the script invoice only. When using a Purchase Order, the PO number must be valid to your organization, and you must select the appropriate Billing Organization in the My Organization section above. A Purchase Order does not constitute payment for licensing fees. Until check, credit card, debit card or ACH payment is received you do not have license to perform or advertise the show.

METHODS OF PAYMENT

The first step in accepting your agreement is to sign it. To sign your agreement, you must log on to the Concord Theatricals website and sign the agreement through your customer dashboard. Twenty-five percent (25%) of the Performance Fee must be paid, processed, and

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
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Acct #:161998

acknowledged in accordance with the terms of your agreement before you may audition, cast, rehearse, advertise, publicize, or perform. Your agreement is not a license to perform until Concord Theatricals receives the signed agreement and payment as specified in your agreement.

ACH (e-Check) or Wire Transfer:
Concord Theatricals is happy to offer US Domestic customers a faster and safer payment method alternative to sending us a paper check: ACH (e-Check). Unlike a paper check, which may have to go through the mail, an ACH payment is paid online, cutting down on processing time. Once your bank account has been verified through micro-deposits, it's good to use on any future payment with Concord Theatricals. This type of payment can be made directly through your customer dashboard on www.concordtheatricals.com. Please note failed ACH (e-Check) transactions are subject to a $15 USD fee. For more information on this payment method please visit: https://help.concordtheatricals.com/knowledgebase/what-is-the-ach-e-check-payment-option/.

For Wire Transfers (For Customers Outside the US): Please note that wire transfers are subject to a $35 USD fee, please include this fee in your initial transfer. Licensing Fees must be in USD.

We require all wire transfer payments to include payment remittance information; please include the invoice/quote number in the notes section of the bank transfer. This is our preferred method for tracking payments.

If you are unable to include the invoice/quote details in the notes, please email a detailed payment remittances to AccountsReceivable@concordtheatricals.com before you issue any wire transfers.

Payments received without a payment remittance will take longer to process and will result in delays in shipping production materials.

Wire Transfer Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 20000045899481
Account Name: Concord Theatricals Corp

Credit Card/Debit Card: We also accept Visa, MasterCard, American Express, and Discover. Credit Card and Debit Card Payments can be made directly through your customer dashboard on www.concordtheatricals.com.

Subject to applicable law, we may charge a surcharge of up to 3% (but in no case greater than our average cost of processing a credit card payment) for each payment made by credit card. If you choose to pay by credit card, the exact surcharge amount and the total payment amount inclusive of the surcharge will be disclosed in the credit card payment portal before you enter your credit card details. Payments made by ACH, debit card, check or money order will not be subject to a surcharge.

Check or Money Order:
A copy of the invoice(s) have been emailed to you separately and *must* accompany all check payments. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date.

To pay with a check or money order, make payable to Concord Theatricals Corp. in USD and mail it with a copy of your quote to:

Concord Theatricals Corp.
c/o JPM-Chase
P.O. Box 22824

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
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New York, NY 10087-2824

Checks sent by standard mail take 3 weeks to be received and processed; to ensure your payment is received on time, please send it well in advance of the noted due date. If you are sending your check to us via an expedited shipping method, please mail it with a copy of your quote to this address:

Overnight Mailing Address:
JPMorgan Chase – Lockbox Processing
Attn: Concord Theatricals Corp. & 22824
4 Chase Metrotech Center 7th floor East Brooklyn, NY 11245

Checks sent to the Overnight Mailing Address may take up to 7 business days to be received and processed.

For a copy of our W-9, please visit https://help.concordtheatricals.com/knowledgebase/w-9/

RENTAL MATERIAL INFORMATION

RECEIVING YOUR RENTAL MATERIALS

No Rental Materials will be shipped until payment is received in full (including performance license fees, rental fees, and any shipping fees and taxes). Rental Materials will not be shipped on partial payment.

Your Requested Delivery Date:
08/03/2026

- If payment is received on or before 2 weeks from the above date, Rental Materials will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your Rental Materials earlier than the above date, email your Licensing Representative.

Your Rental Package:
25 Vocal Book
1 Piano-Conductor (rehearsal & stick conductor)
1 Flute 1 – doubling Piccolo
1 Flute 2
1 Oboe – doubling English Horn
1 Clarinet 1
1 Clarinet 2
1 Bassoon
1 Horn 1
1 Horn 2
1 Horn 3
1 Trumpet 1

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
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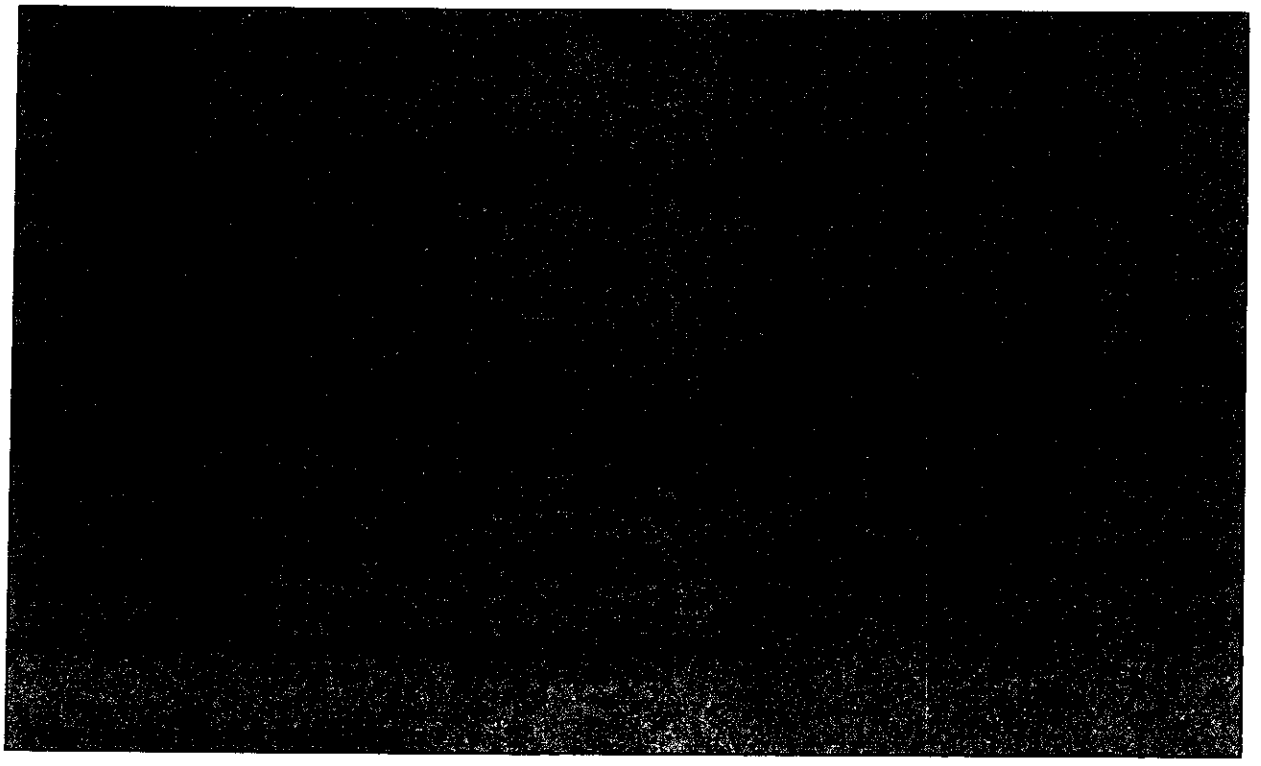


Your materials will automatically ship to the following address:
Anthony Wooley

11237 Kingston Pike

Knoxville, Tennessee, 37934
United States
8659669775

If you would like your materials to be sent to a different address, email your Licensing Representative. Please make sure that materials are shipping to a valid street address. Rental materials will be shipped out via FedEx or UPS and cannot be delivered to a P.O. Box.

USING YOUR RENTAL MATERIALS

You may write in, highlight, and mark up your Concord Theatricals Rental Materials. All Rental Materials must be returned but markings do not need to be erased.

NOTE: any copying (including physical copying, scanning and/or uploading) of the Rental Materials and script/libretto is not allowed and is a violation of international copyright law.

ORDERING ADDITIONAL MATERIALS

You may only order additional copies of materials in your selected Rental Package. We do not provide custom packages. If you would like to order additional materials, email your Licensing Representative. Pricing rates for

additional materials are available on **https://concordtheatricals.com/resources/ordering-additional-rental-materials.**

(NOTE: If the Rental Materials description doesn't include vocal/chorus books or a specific orchestra part, then those books/parts are not available for the Property.)

RETURNING YOUR RENTAL MATERIALS

Once your production has ended, please return your Rental Materials to:

[redacted]

Please note: Purchased scripts (i.e. Acting Edition, Large Print, Stage Manager Edition) do not need to be returned. Only items listed in the Rental Package section above need to be returned. Items listed in the Script Fees section of this agreement do not need to be returned.

You will receive an email on or before your final performance date with additional information about returning your Rental Materials.

All Rental Materials must be returned within thirty (30) days of your final performance date. Additional charges will be incurred for Rental Materials returned to the wrong address.

CONTACTING YOUR LICENSING REPRESENTATIVE

[redacted]

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

TERMS AND CONDITIONS

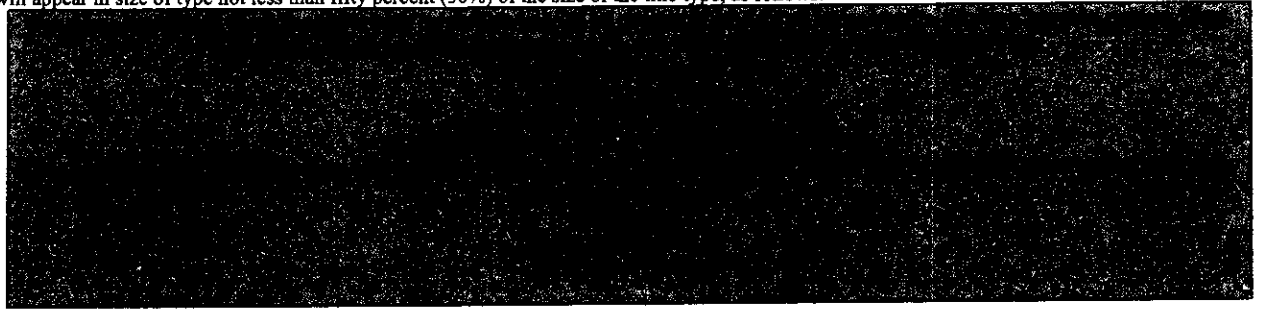
1. **Grant.** Concord Theatricals grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. Said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Concord Theatricals, which may be withheld in Concord Theatricals' sole and absolute discretion. Concord Theatricals has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Concord Theatricals (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.

2. **Licensee Warranties.** Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of Licensee's production or otherwise. Licensee represents, warrants and covenants that Licensees shall comply with the following:

2.1 Concord Theatricals Credit. All programs, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Concord Theatricals) in not less than 10-point type:



2.2 Author(s) Credit. The Author(s)'s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor's name) will appear in all instances in which the title of the Property appears, including all programs, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:



2.3 Additional Production Credit. The following additional credits will be included on the title page of all programs and playbills distributed in connection with performances of the Property:



2.4. Author Bio Credit. If bios for any cast or creative team members are included in the program for Licensee's production of the Property, Licensee must also include bios for the Author(s). Author bios can be found on www.concordtheatricals.com.

2.5 Production Date Changes/Cancellation. Licensee will PROMPTLY notify Concord Theatricals in writing of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Concord Theatricals. Please note that additional fees may be applied for any changes made.

The following additional guidelines will apply in cancelling a licensed production:

2.5.1 You must notify your Licensing Representative in writing (email acceptable) within 24 hours of the first cancelled performance, stating the reason or reasons for the cancellation.

CONCORD THEATRICALS
MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
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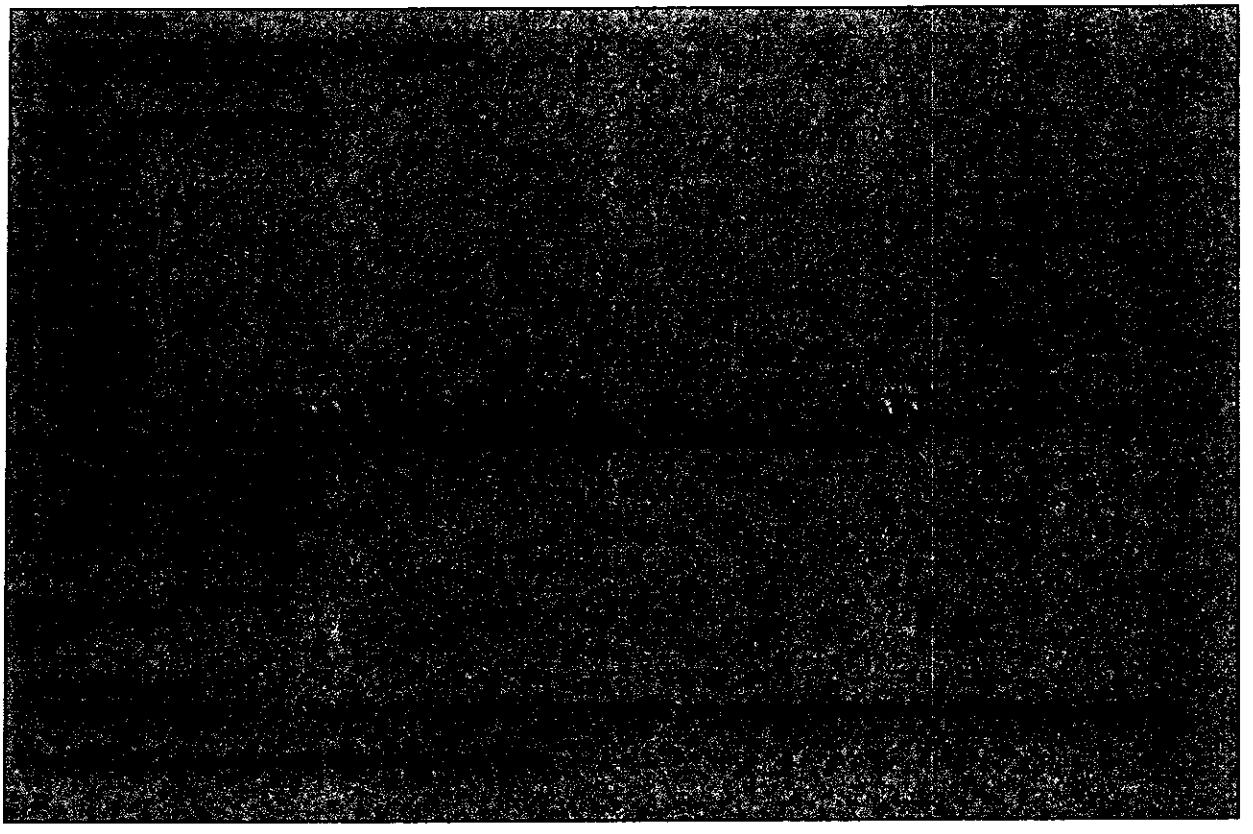
2.5.2 If you are presenting only one performance and you timely notify your Licensing Representative of cancellation, a full refund or transfer of the licensing fees for the cancelled performance is granted less a cancellation processing fee of $50.
2.5.3 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of the full run of performances, a full refund or transfer of the licensing fees for your production is granted less a cancellation processing fee of $50.
2.5.4 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of an individual performance, a full refund of transfer of the licensing fees for the cancelled performance is granted and there is no cancellation fee.
2.5.5 If you notify your Licensing Representative of cancellation more than 24 hours after the first cancelled performance, no refund of the licensing fees shall be granted.
2.5.6 If Rental Materials have been processed for shipment to Licensee at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will not be refunded. If Rental Materials have not yet been processed for shipment at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will be refunded in full.

3. **Execution of Agreement.** This Agreement shall be effective upon receipt by Concord Theatricals of (a) this Agreement signed by the Licensee and (b) payment of twenty-five percent (25%) of the Performance Fee set forth in the "Fees" section above. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective Date of this Agreement. Licensee may electronically execute this Agreement by selecting "Licenses" from the dropdown menu under the "My Account" page on www.concordtheatricals.com.

4. **Rental Materials.**
4.1a Arrangements:

4.1b Description of Rental materials:



CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

Please review the script fees and the rental package sections below to determine whether scripts (i.e. Acting Edition/libretto-vocal book) are included. If scripts are not included in either section, and you have not ordered scripts for this title previously, they must be purchased separately from www.concordtheatricals.com

4.2. The latest date by which all outstanding licensing fees, rental fees and shipping fees/taxes (if any) are due is sixty (60) days prior to the first scheduled Performance Date under this Agreement. Payment for all performances must be received in full. Payment may be made by check, credit card, debit card or echeck/ACH payment. Please refer to the "Methods of Payment" section above and the attached invoice for payment method and fee details. Conditioned on the execution of this Agreement, and provided that all payments have been received by Concord Theatricals as set forth in this Agreement, Concord Theatricals agrees to ship the Rental Materials to Licensee to arrive no later than **08/03/2026** (unless a shorter period remains between the date of execution and the first performance date). Rental Materials will not be shipped until full payment has been received.

4.3. Upon completion of Licensee's production, Licensee shall return the Rental Materials to: **Concord Theatricals c/o Midwest Fiber, 422 South White Oak Road, Normal, IL, 61761**. All rental materials must be **received** within **thirty (30) days** of the final performance date.

4.4. Any and all Rental Materials provided to Licensee in connection with the Property may be used ONLY for the rehearsal and performance of the Property on the dates and at the venue specified in this Agreement and may not be used for any other production, presentation or performance. Concord Theatricals makes no representations regarding the condition or adequacy of the Rental Materials. The rights granted to Licensee are conditioned on the execution of this Agreement and the receipt by Concord Theatricals of all payments as set forth this Agreement.

5. General Terms and Conditions

5.1 No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Concord Theatricals as set forth in this Agreement are paid in accordance with the payment schedule in the Agreement.

5.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Concord Theatricals.

5.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

5.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices. No advertising, marketing or promotion of Licensee's production may bill such production as any type of "premiere" of the Property (e.g., regional, state, local) without prior written approval from Concord Theatricals. Please contact your Licensing Representative to request approval.

5.5 This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Concord Theatricals nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

5.6 Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be submitted in writing in advance of any such performances. Unless permission is granted in writing by Concord Theatricals, no such performances may take place.

5.7 Licensee will present the Property using the Rental Materials and, if applicable, the Approved Production Script (as defined in Section 5.17 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Concord Theatricals. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Concord Theatricals, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party.

5.8 An approved logo and other promotional and marketing materials for the Property may be available from Concord Theatricals. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 12 below, as well as (if applicable) any additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

5.9 This Agreement is not transferable to any other production other than the one licensed. The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

5.10 The Property is licensed for live stage performances by living actors in front of a live audience only, and may not be recorded, broadcast or distributed at any time, in any manner, or for any purpose. In no event may any audio or audio-visual recordings of readings, rehearsals or performances of the Property be posted to the internet or distributed through any digital means, including by way of streaming, downloading or copying, including without limitation, in video or audio recordings posted to YouTube, Facebook or any similar or other social networking site, or posted to the website of the theater or any personal or public website of whatsoever kind. No audio or audio-visual footage may be used in connection with any online, mobile or digital advertising or promotion of the Property.

5.11 You must include in prominent fashion in every program for your production of the Property the following warning in text no smaller than 12-point type, and the warning must also be posted in the lobby of the Venue:

THE VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION AND DISTRIBUTING RECORDINGS OR STREAMS IN ANY MEDIUM, INCLUDING THE INTERNET, IS STRICTLY PROHIBITED, A VIOLATION OF THE AUTHOR(S)'S RIGHTS AND ACTIONABLE UNDER UNITED STATES COPYRIGHT LAW. FOR MORE INFORMATION, PLEASE VISIT:
https://concordtheatricals.com/resources/protecting-artists

5.12 The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 12 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

5.13 Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances). To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, this Section 5.13: (a) shall not be deemed to constitute permission to add third-party materials to the Property, and changes to the Property shall be governed by Section 5.7 above; and (b) shall not apply to use of the music by the Author(s) that is included in the Property and for which Rental Materials are provided by Licensor.

5.14 Licensee may not present the Property with pre-recorded or sequenced accompaniment, except to the extent that such accompaniment is provided or licensed to you by Concord Theatricals or its official affiliates. Please contact your Licensing Representative if you have questions about whether a third-party provider is an official affiliate of Concord Theatricals. Note: pre-recorded accompaniment is not available for all titles and may not be available for use by all licensee types. Please contact your Licensing Representative to discuss.

5.15 In the event that the program for Licensee's production of the Property includes advertising, Licensee agrees to reserve program space no smaller than one-half (1/2) page for Concord Theatricals. Concord Theatricals shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Concord Theatricals elects to use such program space, and shall provide Licensee with applicable files at the time of such notification. If Concord Theatricals does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

5.16 Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Concord Theatricals, the Author(s) and the owners of the Property. Concord Theatricals shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Concord Theatricals with two (2) copies of the program for its production of the Property upon request by Concord Theatricals.

5.17 If scripts/librettos are not included as part of the Rental Materials, the "Approved Production Script" is defined as the version or draft of the script/libretto of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via the licensing dashboard or www.concordtheatricals.com as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script/libretto prior to the start of pre-production and rehearsals.

6. Representations and Warranties. Licensee represents and warrants that (a) all of the information provided to Concord Theatricals, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Property is performed. Licensee takes sole and complete responsibility for its actions under this Agreement. To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Property including the performance, preparations, advertising and marketing thereof.

CONCORD THEATRICALS MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

7. **Termination.** Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 5 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Concord Theatricals in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Concord Theatricals in addition to any other rights or remedies that Concord Theatricals may be entitled to assert for breach of contract.

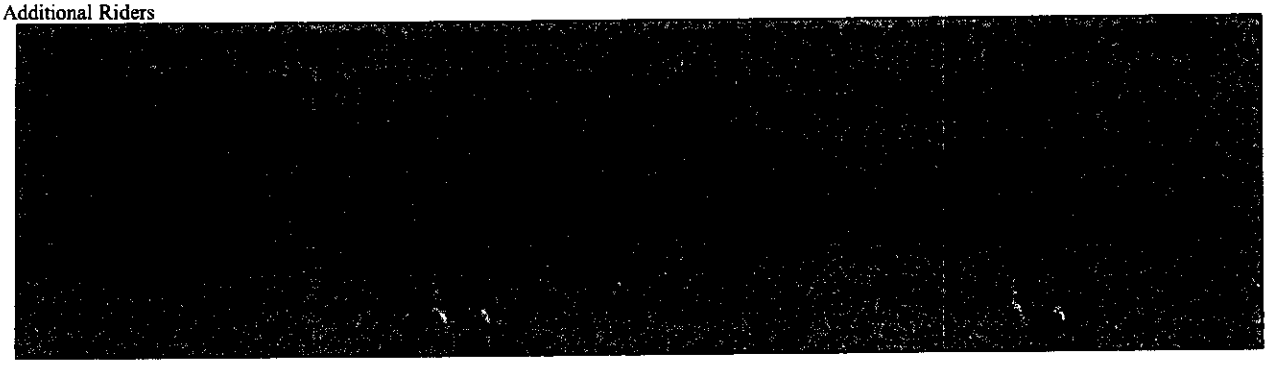
8. **Default.** If Licensee defaults in the performance of any of the representations, warranties, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Concord Theatricals, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Concord Theatricals shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property.

9. **Revocation.** Concord Theatricals reserves the right to revoke any and all licenses for any reason upon written notice to Licensee. In the event that Licensee has paid for the license, either partially or in full, prior to such revocation, a full refund of such sums paid will be given to Licensee within forty-five (45) business days of written notice of license termination.

10. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. Nothing in this Agreement shall supersede, substitute, or diminish any other agreement or understanding, nor any additional terms and conditions connected therewith, regarding any supplemental materials or services relating to the subject matter hereof, notwithstanding any reference herein to such agreement, understanding, or supplemental material(s)/services (or, if applicable, any third-party provider thereof). No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Concord Theatricals will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.

11. **Riders and Exhibits.** In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

Additional Riders



ACCEPTED AND AGREED TO:

This Agreement and all conditions and terms contained herein are wholly binding upon the execution by Licensee hereof and the remittance of payment in accordance with the terms contained herein.

CONCORD THEATRICALS
MUSICAL AGREEMENT

CT Rep: **K12 Licensing**
Request #: 682097
Acct #:161998

LICENSING CHECKLIST

Before you start rehearsals,
make sure you've taken care of these steps!

Don't Forget to...

- ☐ **Sign your Performance Agreement through the "Licenses" section, in the drop-down menu under your name in the top right corner of concordtheatricals.com.**
- ☐ **Pay 25% of your Performance Fee shown in your Quote.**
- ☐ **Check the delivery address for your rental materials.**
- ☐ **Order additional rental materials (if needed).**
- ☐ **Communicate any changes (dates, venue, etc.) to your licensing rep via email.**
- ☐ **Purchase supplemental materials from concordtheatricals.com.**

And...

- ☐ **Set yourself a reminder to pay any outstanding fees at least 60 days before your first performance. Musical Rental items will not ship, and rehearsals may not begin until all invoices are paid in full.**

Break a leg on your production!

Sincerely,
Concord Theatricals

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-154

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/24/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

This is the performance contract for Cinderella the Musical. Farragut High School would like to pay the rights to this show so we can have all the material at the opening of the 2026/2027 school year. This is the main stage musical for the year. All funds are in the musical account, and all charges will be paid by FHS Performing Arts. Thank you.

Cost to Knox County Schools

0

Description and Type of Funding Source

APAC Funds/Ticket Sales

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 7.

Board of Education Regular Session

Meeting Date: 04/09/2026

Dramatic Publishing Agreement for Farragut High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Agreement with Dramatic Publishing for Farragut High School's production of "The Outsiders" May 7-8, 2026 at no cost to Knox County Schools

Fiscal Impact

Attachments

Agreement

Fiscal Note

Dramatic Publishing
Your Source for Plays and Musicals Since 1885

311 Washington St.
Woodstock, IL 60098-3308
Phone: 800-448-7469
Fax: 800-334-5302

02/19/2026

Farragut High School
11237 Kingston Pk
Knoxville, Tennessee 37922
US

Performance Quote #86180

The Outsiders

05/07/2026 - 05/08/2026 – 2 performances

This is not a license to perform or an invoice.

Your performance application for The Outsiders has been approved. Below is a performance quote based your selected options for playbooks, rented and purchased media and shipping. Once you have ordered the required playbooks and rental or purchased media, Dramatic Publishing will issue you a performance license.

This quote will expire on Aug 19, 2026 unless the necessary scripts are purchased.

Item	Base Price	Qty	Total
Amateur Royalty Fee for In-Person Performances	$110.00	2	$220.00
Playbooks	$11.95	18	$215.10
Shipping Estimate - UPS Shipping - UPS Ground	$23.92	1	$23.92

Total (U.S. Dollars): $459.02

Please Note

- Royalty Fees are due in full 15 days after your final performance
- **Playbooks:** Rights to perform cannot be granted unless the sufficient number of playbooks required to perform the Play, equal to the cast quantity specified in our current catalog, have been purchased or are in your possession. Photocopying, scanning, or reproduction, of the Play, by any other means is strictly

prohibited.

- **Refundable Security Deposit for Music Rental Materials:** Payment must be received in full before rental materials can be shipped. Once your security deposit has been received, we will schedule rental materials for shipment. Rental materials are available up to 12 weeks prior to your first performance date through the duration of your production.
- All shipments of purchased and rented items ordered by your organization will be subject to shipping and handling charges. Additionally, all plays and performance licenses are subject to publisher restrictions and approval.
- All special requests are subject to publisher approval and may result in additional fees. Because permission cannot always be obtained, please submit your request at least 4-6 weeks prior to your deadline. Special requests may include, but are limited to, permission to alter the script; permission to reprint portions or all of the text; permission to videotape, audio tape or broadcast a performance; and adding rental materials or extending rental periods.

Please contact our office if you have any questions. If you choose to produce this play, you can place your order by telephone (800) 448-7469, by fax (800) 334-5302 or on our website (www.dramaticpublishing.com). Please reference this quote at the time of your order.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-155

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/24/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

This is the performance rights for "The Outsiders" that the Advanced Acting play will perform for their final production.

Cost to Knox County Schools

0

Description and Type of Funding Source

APAC Funds/Ticket Sales

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 8.

Board of Education Regular Session

Meeting Date: 04/09/2026

Heritage Education and Festivals, LLC d/b/a Worldstrides Agreement for Hardin Valley Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 2

Explanation

Approve Agreement with Heritage Education and Festivals, LLC d/b/a WorldStrides for Hardin Valley Middle School's Band and Orchestra Performance Trip to Orlando, Florida March 31-April 4, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

WorldStrides
Educational Travel & Experiences

The following terms and conditions are applicable to this trip, to Director's running of the trip and bind both Participant and Heritage Education and Festivals, LLC /d/b/a WorldStrides (collectively, "WorldStrides Heritage Performance programs", "WorldStrides DiscoverNow! Programs", "Field Studies International", "Field Studies Center", "Heritage", "Heritage Festivals", "Bowl Games of America", or "Bowl Games of America Performing").

1. Responsibility: WorldStrides, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns does not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, WorldStrides is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

Without limitation, WorldStrides is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any cause beyond the direct control of WorldStrides. For further information regarding travel to your specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (http://wwwnc.cdc.gov/travel/) as well as the State Department's International Travel website (http://travel.state.gov/travel/). I hereby acknowledge and understand the risks associated while traveling and voluntarily assume these risks in order to participate in the event operated by WorldStrides.

Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond WorldStrides' control at the sole discretion of WorldStrides as it deems necessary or desirable. On certain dates some attractions or activities may be closed. WorldStrides at its sole discretion may cancel a program due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability, or any other reason at any time. If a trip is canceled by WorldStrides, the sole obligation of WorldStrides is to refund all funds collected from any registrant less fees for returned checks and merchandise fees received for the trip.
WorldStrides reserves the right to make audio and visual records of any of its trips and participant agrees that WorldStrides may use any such records for promotional and/or commercial purposes, as well as approves of such uses by third parties whom WorldStrides may engage without any remuneration to participant. Participant assigns to WorldStrides all rights, titles, and interest in or to any and all media related to a WorldStrides trip without any remuneration to participant, including photographs provided directly to WorldStrides or through websites in which his or her name or likeness may or may not appear. Director assigns to WorldStrides all rights, title, and interest in or to any and all media in which his or her name or likeness might be used.
WorldStrides reserves the right to decline to accept or retain any person as a member of any trip. In the event a member is expelled from a trip, no refund of any kind will be made. WorldStrides reserves the right to cancel any trip with its sole obligation to refund all monies minus fees. These terms and conditions can be changed only by a writing signed by an officer of WorldStrides.
Participants understand that they are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment.

2. Arbitration: Any dispute concerning this contract, the Terms & Conditions and/or rules and regulations concerning the trip, the literature arising out of or relating to the trip and/or arising out of or relating to the trip itself including, but not limited to, any events and circumstances occurring during the trip, shall be resolved solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. In any such arbitration, the arbitrator may, but is not required to, award attorney's fees to the prevailing party. Each party irrevocably and unconditionally expressly submits to the foregoing binding arbitration agreed for the purposes of dispute resolution hereunder and further irrevocably and unconditionally waives any and all jurisdictional, venue and convenience objections or defenses

to such arbitration or to any related action, suit or proceeding in the courts of Virginia to enforce this Agreement to arbitrate or any award rendered therefrom.

3. Room Assignments: Room assignments shall be made by the Director. No room changes shall be made without approval of the Director. Each participant is expected to participate in all scheduled activities. The Director shall check to see that participants are present for all program activities.

4. Health and Safety Measures: WorldStrides shall have the right, but not the duty, to take whatever action it deems reasonably necessary in regard to the health and safety of any or all participants including, without limitation, obtaining medical treatment on their behalf and transporting them at their own or their parents' expense to their home for medical or other emergency reasons.

5. Changes and Program Costs: The programs offered by WorldStrides have been designed in advance of departure. WorldStrides shall have the unqualified right to alter, amend, or cancel such programs and to make any adjustment to the program cost prior to departure in order to meet unanticipated contingencies, including any changes in transportation costs, government taxes and fees, airline increases, fuel surcharges, program costs, international exchange rates (if applicable), or lack of participation in the program. It is understood that any additions or alterations may increase the cost of the program. Participation in the program constitutes a conclusive approval of the itinerary and program costs.

6. Insurance: All participants are provided accident, illness and accident related dental insurance coverages up to $7, 500 for accident, $1,500 for illness, and $750 for accident-related dental. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant.

7. Late Registration Fee (Carnegie Hall, Music in New York programs): Groups that have not completed their registration 60 days or more from departure date will be subject to a $10.00 per person late registration fee.

Carnegie Hall, Music in New York programs: Registration is considered complete when WorldStrides receives the initial group deposit including the $225 per person non-refundable deposit.

Music Festival and Festival of Gold programs: Registration is considered complete when WorldStrides receives the initial group payment of $850 and the deposit of $35 per person ($50/person for Festival of Gold programs). If a group registers within 60 days of the departure date, the group must pay the initial deposit of $850 and the deposit of $35 ($50 - Festival of Gold) per person at the time of registration.

"1-day festival" programs: Registration is considered complete when WorldStrides receives the initial group payment of $100 and the final payment 30 days before the festival. If a group registers within 45 days of the departure date, the group must pay the entire cost (100%) of participation.

8. Payment Schedule and Late Fees: WorldStrides will set forth the payment schedule established by WorldStrides in the Proposal and Invoice. Payment not made by the established due dates are subject to a 2% late fee on the outstanding installment payment.

9. Independent Contractor: Director is an independent contractor and is not an employee of WorldStrides.

10. Professional Manner: Director agrees to perform his or her duties in a professional manner.

11. Name Changes: WorldStrides will assess a $150 fee to any individuals who require a name change on his/her airline ticket. Any request for a name change within 60 days of departure may be denied by the air carrier and will be subject to additional fees.

12. Travel Documentation: Every participant must have the required documentation necessary to participate in the trip prior to the date of departure, including needed identification that fully matches the name provided to WorldStrides for inclusion on travel documentation and airline tickets, and must meet any other applicable compliance requirements issued by the Transportation Security Administration or related agencies. WorldStrides provides online and customer service means for keeping the program participant's information current and it is the participant's sole responsibility to assure that this information is fully up to date no later than 60 days prior to the group's departure date. If changes occur after that date, the participant must contact his/ her Director and additional change fees might apply. Visit the Transportation Security Agency at http://www.tsa.gov for more information.

In the case of international travel, including travel in the Americas, the participant is additionally and solely responsible for obtaining a passport or visa in order to travel. Passports must be valid for at least six months after your return date. It is the responsibility of the participant to check and fully comply with the requirements for travel between the United

States and the countries that you will be traveling to or through. Visit the Department of State at http://travel.state.gov for more information.
If a participant is unable to travel due to the lack of a proper identification, passport or visa, or necessary inoculations, the standard cancellation policy will apply.

13. Behavior Code and Rules and Regulations: The WorldStrides tour you have elected to attend offers many unique opportunities and experiences. In order to gain maximum benefit for my participant from those experiences in an environment of safety and respect, I have reviewed the Behavior Code and Rules and Regulations and understand that the code and these rules establish a minimum set of requirements which may be added to before and/or during the tour by WorldStrides or the Director. I agree that these requirements are suitable for the participant I am registering, that I will review them with the participant, and that I will assure their thorough understanding of them and agreement to abide by them prior to travel.
We at WorldStrides promote a tour atmosphere where chaperones and students support one another with genuine respect. As a student participant, it is your responsibility to help make the tour a positive and enjoyable experience for yourself, fellow students, director, and chaperones. All participants are expected to demonstrate high standards of conduct and to accept personal responsibility and consequences for their actions. You are expected to exhibit honesty, courtesy and consideration toward others. This includes those in your group, as well as anyone else with whom you may come in contact, such as bus drivers, guides, restaurant and hotel staff and other guests at venues where you will be visiting or staying.
We require your cooperation and commitment to the following behavior standards to help us meet this goal. We expect the student participant to obey the directions, the Behavior Code, the Rules and Regulations and the rules and regulations established by the Director, the chaperones and/or WorldStrides both prior to and during the trip. All program participants will be responsible for their own actions at all times and Directors and chaperones are responsible for the actions of all participants in their group.
The rules for the program include a zero tolerance for the following, which constitute grounds for immediate expulsion:
Alcohol and Tobacco – No use of tobacco or non-prescription drugs is allowed. No consumption of alcoholic beverages is allowed.
Drugs –International laws and penalties with regard to the possession and usage of narcotics are more severe than those in the United States. Whether a juvenile or adult, you may be out of the U.S. government jurisdiction. All drug use is strictly prohibited.
Arrests – WorldStrides participants arrested by authorities are not the responsibility of WorldStrides. If arrested, the student may be subject to prosecution by local law enforcement authorities and must understand that WorldStrides has no obligation to defend him/her in such proceedings. It is the Director's responsibility to inform parents and guardians of the phone number and address of the appropriate law enforcement agency to contact.
The student shall comply with all rules and regulations of the various governmental agencies and third party vendors such as airlines, hotels, bus companies, etc. The student shall respect and follow the directions of the chaperones, Director and WorldStrides staff. The use of hotel facilities carries with it the responsibility of leaving them in the same conditions in which they were found. The student is responsible for any damage.
Quiet hours at the hotel will be observed from 11:00PM until 5:00AM. Curfew at the hotel is 11:00PM. The student must remain in his/her room until the start of the following day's activities. The student may not leave the group at any time unless specifically authorized to do so by the chaperones or the Director. The student must sleep in his/her assigned hotel room each night.
Good common sense, respect, and consideration for others and their property should be practiced daily. The student is solely responsible for keeping safe possession of his/her passport, as applicable, and other travel tickets and documents.
If the student or participant should violate any of these rules, he/she may be sent home at the sole discretion of the chaperones, the Director, or WorldStrides. In such cases, the parent/guardian will be contacted and the student sent home at the parent's expense with no refund from WorldStrides.

14. Cancellation: WorldStrides programs which travel by air are generally booked on promotional airfares. These fares have certain restrictions and/or penalties regarding reservations and cancellations. In the event of any cancellation of any reservation after an airline ticket has been issued by the air carrier, the participant shall forfeit the amount of the airline cancellation penalty in addition to the other cancellation penalties listed below. In the event the school or any participant desires to cancel a reservation, all cancellations must be made in writing by or on behalf of the person listed on the registration form through their Director to WorldStrides, P.O. Box 571187, Salt Lake City, UT 84157-1187, must be postmarked prior to the group's departure, and must include the trip identification number provided at the time of registration, registrant's name and complete address. Upon such a cancellation, and subject to all other provisions of this paragraph, the participant shall only be entitled to a refund on the following basis and there shall be no other refunds, including for unused services or program features after the group departs:

Carnegie Hall and Music in New York programs:

a. If the reservation is canceled by the school, Director or participant within seven calendar days following receipt of written confirmation or initial payment invoice (whichever is received first), the WorldStrides program may be canceled and a full refund issued. If cancellation occurs beyond the seven day grace period but at least ninety (90) days prior to departure, WorldStrides will refund all amounts paid less the $225 non-refundable deposit per person, any amounts relating to the group deposit, and all applicable airline, other vendor and other cancellation fees.
b. If the reservation is canceled by the school, Director, or participant, less than ninety (90) days but more than thirty (30) days prior to departure, WorldStrides will charge a 50% cancellation fee based on program price (including any amounts relating to the group deposit) plus all applicable airline, or vendor and other cancellation fees including the $225 per person non-refundable deposit.
c. If the school, Director or participant cancels the reservation less than thirty (30) days prior to departure, no refund will be given.
d. If the Program is canceled by WorldStrides, the participant shall be entitled to a full refund minus fees for returned checks and merchandise fees received by it for the trip.

Music Festival programs:

a. If the reservation is canceled by the school, Director or participant, within seven calendar days following receipt of written confirmation or initial payment invoice (whichever is received first), the WorldStrides program may be canceled and a full refund issued.
b. If cancellation occurs beyond the seven day grace period but at least forty-five (45) days prior to departure, WorldStrides will refund all amounts paid less a $35 processing fee per person, any amounts relating to the group deposit, and all applicable fees and penalties levied by airline, hotels, bus companies, retailers and other vendors.
c. If the reservation is canceled by the school, Director or participant, less than forty-five (45) days but more than seven (7) days prior to departure, WorldStrides will charge a 50% cancellation fee based on program price (including any amounts relating to the group deposit) plus and all applicable fees and penalties levied by airline, hotels, bus companies, retailers and other vendors.
d. If the school, Director or participant cancels the reservation less than seven (7) days prior to departure, no refund will be given.

"1day Festival" programs:

e. If the reservation is canceled by the school, Director or participant, within seven calendar days following receipt of written confirmation or initial payment invoice (whichever is received first), the WorldStrides program may be canceled and a full refund issued.
f. If cancellation occurs beyond the seven day grace period but at least thirty (30) days prior to departure, WorldStrides will refund all amounts paid less a $35 processing fee per person, any amounts relating to the group deposit.
g. If the school, Director or participant cancels the reservation less than thirty (30) days prior to departure, no refund will be given.

If the Program is canceled by WorldStrides, the participant shall be entitled to a full refund minus fees for returned checks and merchandise fees received by it for the trip.
In the event that an individual must cancel or a trip is canceled as a result of or following an act of God, war (whether declared or not), terrorism, civil unrest, or in the event of WorldStrides' bankruptcy, insolvency, or cessation of business no refunds will be given

15. Cancellation by a Supplier: (For California residents only) Upon cancellation of the transportation or travel services, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to WorldStrides for services not received by you will be promptly refunded by WorldStrides to you unless you otherwise advise WorldStrides in writing. Registration as a seller of travel does not constitute approval by the state of California. WorldStrides' office is located in Salt Lake City. This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of WorldStrides' default. (For Washington State residents only) If transportation or other services are canceled by WorldStrides, all sums paid to WorldStrides for services not performed in accordance with the contract between WorldStrides and the consumer will be refunded within 30 days of receiving funds from the supplier with whom the services were arranged, or if the funds were not sent to the supplier, the funds shall be returned within fourteen days after cancellation by WorldStrides to the consumer unless the consumer requests WorldStrides apply the money to another travel product and/or date.

16. USTOA Membership Means You're Protected: WorldStrides, as an Active Member of USTOA, is required to post $1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the $1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to information@ustoa.com or by visiting their website at www.ustoa.com.

Seller of Travel Numbers:
California Seller of Travel Registration No: 2041618-20
Lakeland Tours, LLC DBA: WorldStrides is registered with the state of Florida as a Seller of Travel - Registration No: ST24541
Hawaii TAR-5388; IA TA568; and WA 602-011-744-001-0001.

Rev. 12/16

Form Name: Festivals & BGP - Letter of Understanding
Submission Time: January 30, 2026 3:23 pm

Group and Program Leader Information

Enter the name of your WorldStrides Representative	DeanP@worldstrides.com
Choose tour year:	2027 (Jul 2026-Jun 2027)
Please choose what kind of event your trip is for:	2027 Heritage Festival
This group is:	Individual Billed
Group Number	296954
School or Group Name	Hardin Valley Middle School
Program Leader Name	Abigail Lyon
Program Leader Email	abigail.lyon@knoxschools.org
Program Leader Cell Phone	(540) 907-6381
Mailing Address	2280 Steele Road Knoxville, Tennessee 37932 United States
Is there another party responsible for all financial aspects of the trip?	No
Where is the group originating from?	U.S.

Individual-Billed | Pricing Baseline

Number of paid spots on the trip:	108
Number of free spots on the trip:	4
Price per person as quoted	1,264

Festivals | Tour Details

Tour Departure Date	03/31/2027
Tour Return Date	04/04/2027
Preferred Departure City or Airport if flying	Na

Number of Nights:	4
Festival Destination	Orlando
Estimated total trip price per person:	1,264
Number of STUDENTS:	95
Number of ADULTS:	14
Number of DIRECTORS:	3
Check the ensembles that make up this trip	Band Orchestra
What is the anticipated date of your Trip Information Meeting?	August 25, 2026

Agreement Reward

Congratulations on completing your Letter of Understanding for a performing program! Signing this agreement by the agreed upon deadline qualifies you for a $100 reward. How would you like to redeem your reward?	$100 Scholarship

Terms and Conditions

Required	I have read and agree to the Terms and Conditions.
Signature	https://www.dropbox.com/scl/fi/gztkmln431iocr5pkkk10/1428092771_Signature_151579746.png?rlkey=fiimll4lr2r0m5uth3t5oqg5l&dl=0
Printed Name	Abigail Lyon
Date	1/30/2026

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-157

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

The Band and Orchestra Directors at Hardin Valley Middle School are requesting travel for the 8th grade Band and 8th grade Orchestra to perform in Orlando Florida, Spring 2027. The trip will cost each traveler $1,264 (quad room reservation). Trip accommodations include motor coach transportation, 4 nights hotel accommodations, 7 meals, and admission to Orlando attractions.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Fundraising

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 9.

Board of Education Regular Session

Meeting Date: 04/09/2026

Crazy Imagination Travel, Inc. Agreement for Holston Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 5

Explanation

Approve Agreement with Crazy Imagination Travel, Inc. for Holston Middle School's Show Choir Trip to Walt Disney World Resort November 27-December 1, 2026 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

CRAZY IMAGINATION TRAVEL, INC.

817-307-9906

March 4, 2026
Holston Middle School Show Choir

Walt Disney World Resort Package Details:
November 27 - November 30: Pop Century Resort- Standard Rooms - 34 Rooms
November 27 - December 1 : Pop Century Resort - Standard Rooms - 3 Rooms
3 Day Park Hopper Tickets + Performance - 76 Tickets
Disney Dining Cards - 85 Dining Cards
Mears Round Trip Transportation to and from performance at Disney Springs

$925 Per Person / Based on 85 paying participants
**Pricing is estimated until deposits are secured with each vendor*

TERMS & CONDITIONS

RESPONSIBILITIES of CRAZY IMAGINATION TRAVEL, INC.
Primary Contact: Amy Barber- 865-544-8785
Amy@CrazyImaginationTravel.com

To secure reservations and apply payments with the following vendors
a. Walt Disney Travel Company
b. Mears Connect

To purchase admission to the following theme parks via the following vendors
a. Walt Disney Travel Company –3 Day Park Hopper + Performance

To provide reservation information to specified vendors including:
- School name, group name, lead contact
- Student names,
- Chaperone names

To provide Videos, Print Material, Phone Calls, Emails, Virtual Meeting (as needed) and Support throughout the planning process

Responsibilities of Holston Middle School Show Choir
Primary Contact: Natalee Elkins -natalee.elkins@knoxschools.org

- To read and understand the inclusions, responsibilities and cancellation policies included in this Agreement
- To provide a signed copy of this Agreement on or by **May 5, 2026** to amy@crazyimaginationtravel.com
- To provide all payments in the form of a check made payable to Crazy Imagination Travel on or before the due dates provided ***after*** deposit is secured on **June 5, 2026 / Payment Schedule will be provided after deposit is secured.**
- To provide rooming list by **September 1, 2026** and any changes before final payment deadline (**TBD** once contract with Disney Groups is signed).

CANCELLATION POLICIES

Disney Resort Reservations - Reservations must be cancelled 45 days prior to travel.
Disney Tickets - Non Refundable after purchase

In the event of an Act of God (for example, but not limited to) weather related events, declaration of war or civil unrest no funds will be forfeited.

I fully understand and agree to the Terms and Conditions of this contract.

Sponsor Leader name: Natalee Elkins

Signature Natalee Elkins Date 3-6-26

Please sign and return full contract via email to amy@crazyimaginationtravel.com

Upon receipt of signed contract, invoices will be issued for remaining balances to be paid by the due dates listed on the Payment Scheduled provided after Contract with Disney Groups is confirmed.

Please make checks payable to:

Crazy Imagination Travel

Amy Barber

Crazy Imagination Travel, Inc

865-544-8785 | Amy@CrazyImaginationTravel.com

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-158

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Request for approval of agreement with Crazy Imagination Travel, Inc. for Holston Middle School's Show Choir to travel and perform at Walt Disney World November 27- December 1, 2026.

Transportation, lodging, food, and park passes will be paid for by the students and their families.

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

Students and Families

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 10.

Board of Education Regular Session

Meeting Date: 04/09/2026

Music Theatre International Dramatic Performing Rights License Agreement for Northshore Elementary School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Agreement with Music Theatre International for Northshore Elementary School's Dramatic Performing Rights License to "Disney's Dare to Dream Jr." for the term of March 20, 2026 to March 20, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

HAL•LEONARD CORPORATION

7777 West Bluemound Road
P.O.Box 13819
Milwaukee, Wisconsin 53213

Tel: 414-774-3630
Fax: 414-774-0747

(3 pages total)

March 6, 2026

Disney's Dare to Dream Junior **Performance License**

Thank you for your recent order of the Broadway Junior Showkit, *Disney's Dare to Dream Jr.* Before we can ship your Showkit materials, you must first complete the attached Performance Rights License, which covers your production of this show. All Disney shows also have a special rider that must be completed in addition to the Performance Rights License. You will find this rider also attached.

Please fill out the top section of the license, initial item #3, sign and date the bottom and fill out the bottom part of the Disney rider, then email them to **broadwayjunior@halleonard.com.** You do not need to mail a hard copy.

We cannot ship your ShowKit until we receive your completed license. All licenses must be returned within 60 days.

Please note that all actors must be enrolled in Grade 9 or under.

Also note that there is no video or audio taping allowed of this 30 minute show without the purchase of a $75.00 (U.S.) *Limited Home Use Video Recording Permission* license provided by Walt Disney Company. If you are interested in purchasing this license, please let me know by fax or e-mail and I will send you one along with instructions for completing it.

For your reference only, I have also included a product price list. For a complete list and information on all junior musical shows available, please visit www.halleonard.com/broadwayjunior.

If you have any questions, please contact us at **broadwayjunior@halleonard.com**.

MUSIC THEATRE INTERNATIONAL'S KIDS COLLECTION

Contract #: **51902223**

DRAMATIC PERFORMING RIGHTS LICENSE for

DISNEY'S DARE TO DREAM JR.

By signing below, You the undersigned ("You" or "Your"), hereby agree to perform this musical show, using the authorized ShowKit™ from *MTI's KIDS Collection*™ (the "ShowKit™") provided in conjunction with the issuance of this license:

School: Northshore Elementary School **Principal:** Kim Harris

Teacher: Jessie Anne Griffin **Teacher E-mail:** jessie.griffin@knoxschools.org

School Address: 1889 Thunderhead Road **City:** Knoxville **State:** TN **Zip:** 37922

School Telephone: 865-670-4104 **School Fax** 865-670-7614

Your ShowKit™ includes the following materials: (30) Actor's Scripts (script & music)
(1) Director's Guide (including logo pages, production handbook, script, etc.) • (1) Piano/Vocal Score
Digital Items include: Accompaniment Tracks / Guide Vocal Tracks / Choreography Videos / Family Matters Files

YOU AGREE TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. You shall have unlimited rights to perform this play during the 12-month period **03/20/2026** to **03/20/2027**. In any event, it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past license date. You agree that: [a] ticket prices for any performance of the show shall not exceed $10.00 per ticket, and [b] no performances shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

2. The performance rights granted by this license apply only to the school named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play.

3. JAG **(PLEASE INITIAL) You affirm You represent an accredited school and affirm that this play will be performed solely by Your students enrolled in ninth grade and under.**

4. The student libretto/vocal books are to be distributed to the performers and are theirs to keep.

5. All advertising such as posters and program covers must include the show logo as provided in the ShowKit™ Director's Guide. We will not make or sell merchandise bearing this logo, with the exception of tee shirts if purchased from Music Theatre International. You will inform the parents and students that they are also bound by this prohibition.

6. You understand that this play is fully protected by copyright laws, and therefore:

   - You will properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs **exactly** as provided.
   - You will perform this show from *MTI's KIDS Collection*™ **exactly** as it has been provided to You in the ShowKit™ materials and You will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.
   - You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of Your KIDS production, You do have permission to make limited individual practice tapes from the performance CD to provide to some students as needed which may contain up to a maximum of three (3) songs per each student. Such tapes may not be otherwise disseminated in any way.
   - Recording: This license does not grant You the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including but not limited to, audiocassette, videotape, film, CD, DVD and digital sequencing. You, on behalf of the undersigned school, assume full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement.**

   ***PLEASE NOTE that there is a limited video license available for this title for a licensing fee of $75.00 (see cover page)*

SHOWKITS™ ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

AGREED TO AND ACCEPTED BY:

Print Your Name: Jessie A Griffin **Title:** Music Teacher

Your Signature: Jessie Griffin **Date:** 3/9/2026

Contract Number: **51902223**

RIDER FOR

DISNEY'S DARE TO DREAM JR.

YOU MUST RETURN THIS SIGNED COPY ALONG WITH YOUR COMPLETED PERFORMANCE RIGHTS LICENSE

Specific Licensing Guidelines and Provisions

DISNEY PUBLIC IMAGE AND REPUTATION. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms, and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

TRADEMARKS. You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

A. in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Play, all as provided in paragraph 1of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show.

B. to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

C. in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

ACCEPTANCE

By signing below, you signify that you have read and understand the terms and conditions set forth in this Rider. Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Organization Name: Northshore Elementary School Date: 3/9/2026

Print Name and Title: Jessie Anne Griffin- Music Teacher

Signature: Jessie Griffin

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-159

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Northshore Elementary School is requesting a show license to perform Dare to Dream Jr. at our summer musical camp. This contract we will sign allows us to purchase the show kit which includes the rights to perform the shows and the script and music tools needed for the performance. The show will be performed on July 17th at Northshore Elementary School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Grants

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 11.

Board of Education Regular Session

Meeting Date: 04/09/2026

Rocky Hill Elementary School Playground Project

Submitted By: Terri Coatney

Department: Operations **Division:** Facilities & Construction

Explanation

Approve Request of Rocky Hill Elementary School to complete Playground Surfacing, Border, and Site Work and to Purchase and Install two (2) Playground Structures at a cost of $28,846.50 using Rocky Hill Elementary School Foundation Donated Funds

Fiscal Impact

Attachments

Detail

Fiscal Note

[redacted]

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Dri M. Holt, Principal

DATE: 3-18-26

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Rocky Hill Elementary
Requested By:	Dri M. Holt and RHES foundation board
Approved By: **(School Principal)**	Dri M. Holt
Phone	(865) 539-7844
Nature of the Project	Installing 2 playground structures (ADA inclusive) on the K-2nd playground. Project has been quoted with the structures (rocket & merry-go-round) separate from the surfacing, borders, ramp & site work. Great Southern Recreation is the company with Kyle Reggert as the project manager.
Cost of the Project	Playground structures = $20,638.80 surfacing, borders, & site work cost = $8,208.00 total = $28,846.80
Funded By ☐ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	account = foundation 913.949
Cost to Knox County Schools	no cost to KCS

FA-100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Rocky Hill Elementary Date 3-18-26

2) Item(s) to be Purchased (Note 1)
1) Playground structures x 2 (Rocket & Merry-go-round)
2) Surfacing, borders & site work
3)
4)
Attach additional page(s) as necessary - See attached quotes

3) **Purchase Amount (Note 2)** $ 28,846.80

4) Vendor Great Southern Recreation - Kyle Peggram, Project Manager

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	Foundation	Account Number	913.949	Amount $ 28,846.80
Source 2		Account Number		Amount $
Source 3		Account Number		Amount $
Source 4		Account Number		Amount $
Total (Should Equal Item #3 Above)				$ 28,846.80

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: Jayne Gustafson
Principal: Eric M. Holt
Date: 3-18-26

Funds are available: Jayne Gustafson
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

BO-107 (5/15)

GREAT SOUTHERN RECREATION

ORGANIZATION:	KCS-Rocky Hill ES
CONTACT:	Maci O'Conner
ADDRESS:	1200 Morrell Rd, Knoxville, TN 37919
PHONE:	865-679-6223

PROJECT TITLE:	Playground Quote
REVISION:	2
OPTION:	1

Official Great Southern Recreation Quote

Kyle Peggram	3/16/2026	1	Knox	Net 30	TBD

A2-1054	1	Raptor Jet Climber Area of use zone 18'x21'	$ 6,884.00	$ 6,884.00
A2-2496	1	ADA Inclusive Merry Go Round Area of use zone 25'x25'	$ 7,978.00	$ 7,978.00
				$ -
				$ -
			SUBTOTAL FOR EQUIPMENT	$ 14,862.00
			Certified Southern-built TM Installation	$ 5,647.00
SAFETY SURFACE				$ -
BORDER				$ -
ACCESSIBILTY				$ -
SITEWORK		*Surfacing, Borders, Ramp and Site work quoted separately*		$ -
DISCOUNT	10%		KCS CONTRACT DISCOUNT	$ (1,486.20)
			SUBTOTAL	$ 19,022.80
			TAX RATE	EX
			SALES TAX	-
			BONDS	
			EQUIPMENT FREIGHT	1,616.00
			SURFACE FREIGHT	
			TOTAL	$ 20,638.80

GREAT SOUTHERN RECREATION

ORGANIZATION:	KCS-Rocky Hill ES
CONTACT:	Maci O'Conner
ADDRESS:	1200 Morrell Rd, Knoxville, TN 37919
PHONE:	865-679-6223

PROJECT TITLE:	Playground Quote
REVISION:	2
OPTION:	1

Official Great Southern Recreation Quote

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	3/18/2026	1	Knox	Net 30	TBD

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
		No Equipment on Quote		$ -
				$ -
				$ -
				$ -
			SUBTOTAL FOR EQUIPMENT	$ -
		Certified Southern-built TM Installation		
SAFETY SURFACE	36	Engineered Wood Fiber at 12" Depth-Priced at Cubic Yards	$ 50.00	$ 1,800.00
SAFETY SURFACE INSTALL	36	Installation of Saftey Surface per contract pricing	$ 25.00	$ 900.00
DRAINGE STONE	36	Drainage Stone For EWF Saftey Surfacing	$ 8.00	$ 288.00
GRAVEL INSTALL	36	Contract Pricing for Gravel Install	$ 10.00	$ 360.00
BORDER	44	HDPE Interlocking borders-Priced per 4' Border	$ 15.00	$ 660.00
ACCESSIBILTY	1	ADA Half Ramp for Inclusive Merry Go Round Area	$ 600.00	$ 600.00
SITEWORK	1	*Demo and Disposal of existing Tetherball Pole* *Site Grading for Merry Go Round*	$ 3,600.00	$ 3,600.00
DISCOUNT	10%	KCS CONTRACT DISCOUNT		$ -
		SUBTOTAL		$ 8,208.00
		TAX RATE		EX
		SALES TAX		-
		BONDS		
		EQUIPMENT FREIGHT		
		SURFACE FREIGHT		
		TOTAL		$ 8,208.00

Rocky Hill Elementary-Playground

34982



Presented by

Great Southern Recreation

and

PLAYCRAFT® SYSTEMS
A PLAYCORE company

(800) 333-8519

Rocky Hill Elementary-Playground

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	1/0	1/0

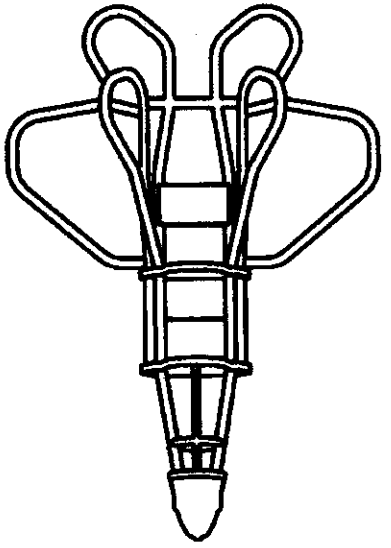
CHILD CAPACITY 4 **MAX FALL HEIGHT** 36

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 1054
RAPTOR
JET

STRUCTURE # 1
PROJECT # 34982
DATE 3/16/2026

Great Southern Recreation
MIN. USE ZONE 18' x 21' (5.458m x 6.274m)

PLAYCRAFT
A PLAYCORE COMPANY

Rocky Hill Elementary-Playground

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	1/0	1/0

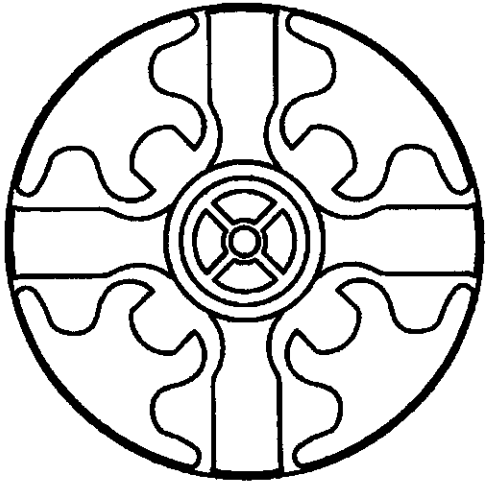
CHILD CAPACITY 12 **MAX FALL HEIGHT** 24

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



INCLUSIVE MERRY-GO-ROUND

STRUCTURE # 2
PROJECT # 34982
DATE 3/16/2026

Great Southern Recreation
MIN. USE ZONE 25' x 26' (7.62m x 7.621m)

PLAYCRAFT
A PLAYCORE Company

Rocky Hill Elementary-Playground

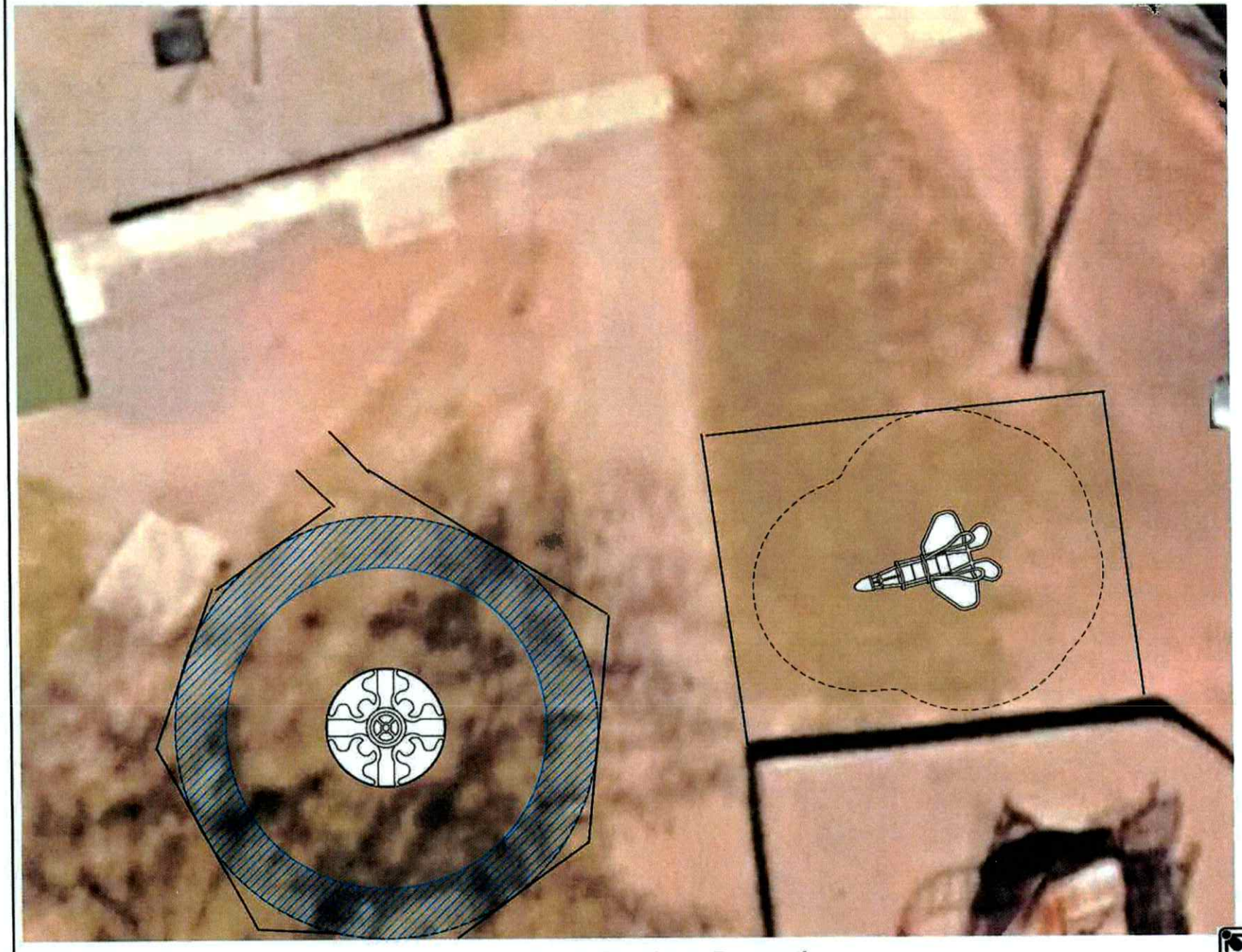
SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	2/0	2/0

Mixed Types

FOR KIDS AGES 5-12



GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PROJECT # 34982
DATE 3/16/2026

Great Southern Recreation

MIN. USE ZONE 55' x 32' (16.723m x 9.509m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

Rocky Hill Elementary-Playground

SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE #	1
PROJECT #	34982
DATE	3/16/2026

PLAYCRAFT® SYSTEMS
A PLAYCORE Company

Rocky Hill Elementary-Playground
SE VIEW

FOR KIDS
AGES
5-12



STRUCTURE # 1
PROJECT # 34982
DATE 3/16/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

Rocky Hill Elementary-Playground

SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE # 2
PROJECT # 34982
DATE 3/16/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

Rocky Hill Elementary-Playground

SE VIEW

FOR KIDS
AGES
5-12



STRUCTURE #	2
PROJECT #	34982
DATE	3/16/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

PLAYCRAFT
A PLAYCORE Company

Bill of Materials

Rocky Hill Elementary-Playground

Project # 34982

Date 3/16/2026

Item / Part Number	Description	Qty
[1] A2-1054	PC 1054 Raptor Jet	1
[2] A2-2496	PC 2496 Inclusive Merry-Go-Round	1

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-160

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

We are proposing the installation of two playground structures (ADA inclusive) on the K-2nd playground. This project has been quoted with the structures (rocket & merry-go-round) separate from the surfacing, boarders, ramp and site work. Great Southern Recreation is the company to install and Kyle Peggram is the project manager.

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

RHES Foundation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 12.

Board of Education Regular Session

Meeting Date: 04/09/2026

John Knox Center Contract for Sequoyah Elementary School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Contract with John Knox Center for Sequoyah Elementary School's 5th Grade Trip to River Ridge on October 23, 2026 at no cost to Knox County Schools

Fiscal Impact

Attachments

Contract

Fiscal Note

River Ridge
Environmental Education Program

John Knox Center
591 West Rockwood Ferry Rd. Ten Mile, TN 37880
Office: (865) 376-2236 Fax: (865) 376-1719 Email: riverridge@johnknoxcenter.org

CONTRACT

DATE 1/22/26 GRADE(S) 5th

SCHOOL/GROUP NAME Sequoyah Elementary

ADDRESS 942 Southgate Rd

CITY Knoxville STATE TN ZIP 37919

CONTACT PERSON(S) Monique Swafford, 5th Grade Teacher

WORK PHONE 865-594-1360 FAX NUMBER 865-594-1137

CELL PHONE _____ E-MAIL monique.swafford@knoxschools.org

TRIP DATE(S) _____

PRICE PER STUDENT $ 20.00 X NUMBER EXPECTED 90 = $ _____

PRICE PER CHAPERONE (WITHIN THE 1:7 RATIO) 0.00 X NUMBER EXPECTED 13 = $ _____

PRICE PER CHAPERONE (ABOVE THE 1:7 RATIO) 20.00 X NUMBER EXPECTED 15 = $ _____

ADDITIONAL COSTS (EXTRA T-SHIRTS, EXTRA MEALS, SACK LUNCHES, HOODIES, MATERIALS, OR EXTRA CLASSES)

$ Ø T-SHIRTS ($10 each) $ Ø HOODIES ($25 each/$35 for 2X)

$ Ø MEALS ($8 each) $ Ø SACK LUNCHES ($6 each)

$ Ø CLASSES ($5 per student per class)

$ Ø CAMPFIRE GOURMET, PIONEER DAYS AND PIONEER FAIR (ADDITIONAL $3 PER STUDENT/PER CLASS)

ESTIMATED TOTAL COST $ _____

(The number of students may be revised up to 4 weeks before the trip to River Ridge.)

DEPOSIT $ _____ CHECK # _____

- ***Overnight trips:*** *$100 per day. (i.e. a 3 day/2 night trip deposit is $300.)*
- ***Day trips:*** *$100 per day.*
- ***Outreach:*** *$2 per student, up to $100.*

Please remember the non-refundable deposit and signed contract are required to secure your dates and lock in your fees. Please send your contract via fax, email or mail as soon as possible. Balance of fees is due upon arrival.

Please make checks payable to: ***John Knox Center***

Cancellations made less than 30 days in advance will result in the school being billed 50% of the estimated bill.

TERMS OF CONTRACT

John Knox Center - River Ridge Environmental Education Program

School/ Group Name: Sequoyah Elementary 5th Grade

1. PLEASE SIGN this Contract and return it with the deposit (which is applied to total amount due) to the John Knox Center office. Failure to do this may result in space being made available to another group. This agreement shall be binding when a copy bearing the signatures of both parties is filed in the center office.
2. ALTERATION of this Contract can only be made by written agreement of both parties. Please call or write if there is any need for a change.
3. GUARANTEED MINIMUM ATTENDANCE is based on (A) The number on this Contract or (B) The number agreed upon at least 4 weeks prior to the trip. Numbers of participants may vary by 10 %. Additional students are charged the usual fee. Over a 10% increase, please check with us first before adding participants. If the number of students attending drops below 10% of total committed, regular fees must be paid for the no-shows beyond the 10%.
4. REFUNDS - If misbehavior results in a decision to send a student home, the student receives no refund of fees.
5. CANCELLATION OF YOUR CONTRACT - Cancellation of trip will result in forfeiting the non-refundable deposit. Cancellations made less than 30 days in advance will result in the school being billed 50% of the estimated bill.
6. THE SIGNER AGREES to abide by the terms of this Contract and guidelines stated in the River Ridge Planning Guide. The Signer and/or Contact person accepts the responsibility of communicating this information to the participants and chaperones and will be responsible for the overall conduct of the group.
7. PAYMENT WILL BE MADE FOR DAMAGES to the property and/or equipment, beyond ordinary wear, caused by any member(s) of the guest group. Cabins, restrooms, grounds and other facilities are inspected at the close of the event.
8. THE SIGNER AGREES THAT SUPERVISION of group members is the responsibility of the guest group..
9. GUESTS of the John Knox Center facilities agree that they will not use the premises for any unlawful purposes, and will obey all laws, rules and regulations of all governmental authorities while using the premises. User agrees to abide by any rules or regulations for the use of the premises that are included in this agreement. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of $1,000,000 and $5,000 medical payments per person. The user will provide a certificate of insurance to us at least seven days prior to the date of arrival.
10. THE CENTER RESERVES THE RIGHT to remove from the facility any unauthorized person (s) as well as those who create a disturbance or who otherwise are not willing to abide by the terms of this Contract, the Planning Guide guidelines and/or directions of Center staff.
11. IF AN ACCIDENT OCCURS, it shall be reported to a Center Staff person immediately. Insurance protection is the responsibility of the individual and/or the sponsoring Guest Group. **All First Aid, emergency care, CPR/AED, and emergency transportation are the responsibility of the guest group.**
12. TERMINATION of this contract by the Center may take place at any time without any liability to the guest, should, in the sole opinion of the Center, the facilities be destroyed by fire or other cause, or be so damaged that the facility would not be usable; or requirements of Fire Marshall, Health Dept. or any Federal, State or local body impose undue requirements of hardship upon the Center to continue its operation. If termination occurs, the Center has no obligation to the guest group, except to refund the deposit. Termination of the contract and trip due to weather is at the sole discretion of the John Knox Center Executive Director.
13. THE SIGNER HEREBY AGREES to indemnify and hold the Center free and harmless from any and all losses, damages, claims, demands, liabilities, causes of action or judgments, costs or expenses (including attorney's fees), of every nature for injuries to persons, property, or either or both, occurring in or about or in any way connected with the Center or its use by the Guest Group. The signer also agrees that any photographs taken of guests may be used for publicity or publication (both printed and electronic) unless the Center receives a written request for exemption. The use of the River Ridge and/or John Knox Center name (with exception to communicating event location), logo, or other insignia may not be used in print, digital, or other media, without the expressed written permission of the Executive Director of the John Knox Center.

To the extent allowed by Tennessee law,

SIGNATURE: _____ DATE _____
School/Guest Group Representative

SIGNATURE: _____ DATE _____
John Knox Center Representative

John Knox Center
591 West Rockwood Ferry Road
Ten Mile, TN 37880

p.: (865) 376-2236
f.: (865) 376-1719
admin@johnknoxcenter.org
johnknoxcenter.org

Invoice: Sequoyah Elementary Fall 2026

DATE	AMOUNT DUE
Jan 23, 2026	$ 2,020.00

Sequoyah Elementary School

942 Southgate Rd.
Knoxville, TN 37919

Charges

Date	Description	Amount	Tax	Total
	RR Day Trip (40+ Student Rate) (90 @ $20.00)	$1,800.00	$0.00	$1,800.00
	RR Day Trip (Additional Chaperone Rate) (11 @ $20.00)	$220.00	$0.00	$220.00
	RR Day Trip (Chaperone 1:7 Ratio Rate) (13 @ $0.00)	$0.00	$0.00	$0.00
	RR Day Trip (Teacher) (4 @ $0.00)	$0.00	$0.00	$0.00

Payments

Pre-Tax Amount:	$ 2,020.00
Taxes:	$ 0.00
Total Charges:	$ 2,020.00
Total Payments:	$ 0.00
Postdated Payments:	$ 0.00
Amount Due:	**$ 2,020.00**

To pay by credit card please contact our office there will be a 4% convenience fee. EIN Number: 62-0638162

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-161

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contract with the John Knox Center (River Ridge field trip)
(Contract needs review by law department)

Cost to Knox County Schools

0.00

Description and Type of Funding Source

Field Trips / Parent Guardian

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session **5. C. 13.**

Meeting Date: 04/09/2026

Fannin Musical Productions 2026 Music Rental Agreement for South-Doyle High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve 2026 Music Rental Agreement with Fannin Musical Productions for South-Doyle High School's 2026 Marching Band Field Show on October 20, 2026 at no cost to Knox County Schools

Fiscal Impact

Attachments

Agreement

Fiscal Note

FANNIN MUSICAL PRODUCTIONS

2026 Music Rental Agreement – Signature Series

IMPORTANT – REGIONAL EXCLUSIVITY NOTICE

Please confirm regional exclusivity and show availability with Fannin Musical Productions before submitting a signed contract.
We are happy to place a 10-day hold on a show while you secure administrative/booster approval.
Do not submit a contract without confirming availability first.
This helps us maintain your regional exclusivity and ensures that your show remains protected within your area.

School Name:	South-Doyle High School
Director Name:	Daniel Mull
Director Cell Phone:	(828) 319-7319
School Office Phone:	(865) 577-4475
School Mailing Address:	2020 Tipton Station Rd.
Email Address:	daniel.mull@knoxschools.org
Show Title:	Paint it Black
Approximate Total Cost:	$3,186.80

See other pages for detail.

This agreement is made between Fannin Musical Productions LLC (FMP) and the school and band listed above for the rental and use of Signature Series show materials for the 2026 season.

*If the band director listed in this agreement resigns or otherwise leaves the school/band named in this agreement, this agreement remains .

All materials remain the property of Fannin Musical Productions LLC.

Duplication or distribution without express written permission is strictly prohibited.*

By signing below, the parties acknowledge that they have read, understand, and agree to the terms of this rental agreement.

Role	Printed Name	Signature	Date
Band Director	Daniel I. Mull		
Principal / Booster Officer *(Person providing payment approval)*	Rocky Riley		
FMP Representative			

© Fannin Musical Productions LLC
www.fanninmusic.com
josh@fanninmusic.com
270-293-5207

FANNIN MUSICAL PRODUCTIONS

Pricing & Package Options – Signature Series

Please check all options you wish to include below.

Signature Series Rental Packages (Choose One)

☒ **$2,500 – Full Show Package Rental**
- Full winds, pit, and percussion scores/parts
- Notation files (Finale, Sibelius, Dorico, and all XML-compatible software)
- 90 minutes of edits (basic rescoring, cuts, watering)

Note: Intended for minor revisions only; does not include new material creation.

☐ **$2,000 – Winds Score Only Rental**
- Winds score and parts + synthesizer line for percussion reference
- Notation files (Finale, Sibelius, Dorico, and all XML-compatible software)
- 60 minutes of edits (basic rescoring, cuts, watering)

Note: For bands with their own percussion writers; no mallet parts included.

À La Carte Options (Select Any)

☒ **$250 – FX Package**
Includes MainStage and FX files. Contact FMP to confirm the availability of MainStage files.

☐ **$500 – Additional Edit Time (5 Hours)**
For additional customization or rescoring needs.

☐ **$1,000 – Additional Edit Time (10 Hours)**
For significant rescoring or customization needs.

☐ **$225 – Roadmap for Marching Band Design: Six Steps to Impact**
NEW: A comprehensive book on marching band design and program coordination by Scott Koter

☐ **$225 – The Craft Bundle**
Includes Ensemble, Pure Tempered Bach, and Process & Foundations by Michael Pote. Save $75 with this bundle.

☐ **$175 – Ensemble**
An integrated approach to the Yamaha Harmony Director™ by Michael Pote.

☐ **$50 – Pure Tempered Bach**
Six orchestrated chorales with drone maps by Michael Pote.

☐ **$75 – Process & Foundations**
A primer set of exercises for all shows by Michael Pote.

☐ **$200 – Percussion Bundle**
Over 30 stand grooves and 10 cadences in PDF format.

☐ **Other: Please describe the additional service and estimated price below.**

All visual services are handled under a separate contract.

☒ $436.80 **Approximate Copyright Cost for Your Show:**

If this price, after we request your rights, comes back over 10% of this estimate, we will contact you for further permission.
If it comes in under or within 10%, we will pay the rights directly on your behalf.
We do not control publisher pricing and try to be as accurate as possible, but surprises sometimes occur.
You may cancel

$3,186.80 **Total Estimated Cost:**

FANNIN MUSICAL PRODUCTIONS

General Policies & Acknowledgment

Please review the following policies carefully. Initial each section to indicate your understanding and agreemen

1. USE OF MATERIALS

Materials created by Fannin Musical Productions LLC (FMP) are for use by the renter school only.
No music, design files, or other materials provided by FMP may be shared, copied, or distributed to other schools, individuals, or organizations without written permission from FMP. The rental period applies only to the 2026 marching band season. All digital files must be deleted by November 30, 2026.
Initials: _____

2. PAYMENT POLICY

Payment is expected within 60 days of completion of services. If this is not possible, please provide an approximate payment dat below. FMP strives to be flexible with schools, but all payments must be received no later than December 1, 2026.
Approximate Payment Date: _____
Initials: _____

3. AUTHORIZATION AND PAYMENT OBLIGATION

Once work has been authorized and started, payment is required in full, even if circumstances change within your organization.
Initials: _____

4. BINDING AGREEMENT

Once a rental agreement has been signed and submitted, the rental is considered binding. This agreement is between Fannin Musical Productions LLC (FMP) and the school/band listed on the contract. If the band director listed on this agreement leaves or resigns, the contract between FMP and the school/band remains valid and binding.
Initials: _____

5. SCOPE OF RESPONSIBILITY

This contract covers music only. FMP is not responsible for the actions, products, or services of third-party vendors provide related services (such as drill, choreography, props, flags or costumes).
Initials: _____

ACKNOWLEDGMENT

I have read and agree to all policies listed in this document and understand that my initials and signature represent acceptance of these terms.

Director Signature: _____
Printed Name: _____
Date: _____

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FANNIN MUSICAL PRODUCTIONS LLC

Regional Exclusivity Policy & Quick Reference Guide (2026 Season)

Fannin Musical Productions LLC ensures that every client enjoys a **unique competitive experience** through our **Regional Exclusivity Policy**. This guide explains how exclusivity works, how to complete your form, and what steps to take to keep your show protected for the entire 2026 season.

■ How Regional Exclusivity Works

- You will not compete against another band performing your same show at any contest you attend.
- Exclusivity depends entirely on the contest information you provide.
- We cannot guarantee exclusivity for incomplete or unverified schedules.
- Communication is key — update us anytime your schedule changes.

■ What You Need to Provide

- Submit your **Regional Exclusivity Form** listing all potential contests, festivals, and championships for the 2026 season.
- Include:
  - Circuit name and classification
  - Any championship or finals events
- If your schedule is uncertain, list your **10 most likely events** based on prior years. You can update later.

■ Keeping It Updated

- You **cannot change contests** without checking with us first.
- Regional exclusivity is strictly **first come, first served**.
- If you change your mind and haven't reserved a contest, and another band has already claimed it, you will not be able to perform there.
- That's why it's best to **over-request contests** on your initial form, then update later to release any you decide not to attend.
- Contact us before adding or changing contests.
- Set a reminder in **April** to review and confirm your contest list.
- You can "over-list" events early, then narrow them down later.
- Failure to update means exclusivity may not apply to new events.

Submit the Regional Exclusivity Form

Initials: _____

FANNIN MUSICAL PRODUCTIONS LLC

Regional Exclusivity – Quick Reference & FAQ

How to Complete the Regional Exclusivity Form

1. Click the link above to open the **Regional Exclusivity Form**.
2. Fill in your school name, show title, and contact information.
3. List all the contests, festivals, and championships you plan to attend this season.
4. If you're unsure of your schedule, list your 10 most likely events based on past years.
5. Include your circuit name, class, and championship details if applicable.
6. Submit your form — you'll receive confirmation once your exclusivity is logged.

Frequently Asked Questions

Q: What happens if I don't submit a form?
A: Without a completed form, your show will not be regionally protected. We can only guarantee exclusivity based on verified contest information.

Q: Can I change contests after submitting the form?
A: Yes — just contact us before adding a contest to confirm exclusivity. You can update your form anytime during the season.

Q: What if I don't know my schedule yet?
A: No problem. List your most likely events now and update us later once your season is set. You can "over-list" contests early and narrow them down later.

■ Why This Matters

Regional exclusivity ensures your program stands out — free from duplication or overlap at contests. It's one of the most effective ways to protect your creative investment and ensure your students' efforts are uniquely recognized.

■ A Partnership for Excellence

Regional Exclusivity is a partnership between **Fannin Musical Productions LLC** and our valued directors. Your accurate and timely communication allows us to maintain fairness and ensure exclusivity for everyone involved.

Have questions or need help?

■ **josh@fanninmusic.com**
■ **www.fanninmusic.com**

Initials: _____

🎵 Third-Party Copyrights and Permissions

Fannin Musical Productions LLC (FMP) works directly with publishers to secure all necessary permissions for copyrighted arrangements — saving you time, effort, and risk.

How It Works
FMP handles most copyright and permission-to-arrange requests for our clients. We pay the fees upfront and add the total to your final invoice. There is no additional fee for this service.

Pricing & Approvals
If the permission cost comes back equal to or less than the quoted estimate, or no more than 10% above it, FMP will automatically pay the fee on your behalf without additional approval.
If this policy is a concern, please notate it on your contract at the time of signing.
If the fee exceeds the quoted estimate by more than 10%, we will contact you for permission before proceeding with payment.
You also have the right to cancel the contract if the copyright cost returns at more than 10% above the quoted amount.

Delivery & Timelines
No copyrighted music is released until the publisher has approved the arrangement and all fees are paid. Approval times vary — from the same day up to 17 weeks. If permission takes longer than the estimated approval time, you have the right to cancel the contract without penalty. For current timelines, contact us or visit Tresona.com.

Client Responsibilities
FMP provides all services on a work-for-hire basis. While we assist with permission-to-arrange, all other rights remain your responsibility, including:

- Performance royalties
- Synchronization rights
- Mechanical rights
- Master recording rights
- Streaming, broadcast, and other licensing requirements

In Summary
FMP's copyright process is simple, transparent, and fair. We handle the details so your show can move forward legally and smoothly — without hidden fees or surprises.

FMP will initiate all copyright permission inquiries and research. You're welcome to collaborate with us in the process, but it's best if we handle all correspondence directly with rights holders, brokers, and publishers.

Initials: _____

🎵 ORIGINAL MUSIC AND PUBLIC DOMAIN MUSIC

Original music written by Fannin Musical Productions LLC (FMP) and public domain arrangements created by FMP are fully owned and controlled by FMP.

Your school has complete permission to:

- Videotape or record performances
- Post content on social media or school websites
- Stream or share performances online
- Make reasonable edits or rearrangements for performance or instructional use

These rights are included for the full contract year — January 1 through December 31, 2026 — and may also be archived for future reference or documentation.

This permission applies strictly to educational and non-commercial use. Commercial reproduction, sale, or distribution of FMP music or materials without written consent is prohibited. If FMP owns the rights — whether it's an original composition or a public domain arrangement — no additional third-party permissions are required.

Many FMP shows include a combination of original music, public domain material, and third-party copyrighted works.

If you need clarification regarding which portions of a show are original, public domain, or owned by other rights holders, please reach out to us. It should generally be clear, as FMP will have already sought rights from other publishers when applicable.

Keep in mind that if a portion of your show is original or public domain, you are free to use it as you like for recording, videotaping, social media, streaming, and other reasonable uses. Third-party owned portions of your show, however, fall under different guidelines and require additional permissions from the appropriate rights holders.

Initials: _____

GENERAL & RENTAL POLICIES – SIGNATURE SERIES

GENERAL POLICIES

Payment Policy

Payment is expected within 60 days of completion of services.
If this is not possible, please provide an approximate payment date (we are flexible).

We accept purchase orders, checks, ACH payments, and credit cards (a 4% processing fee applies to credit card payments).

We strongly prefer checks or ACH payments because credit card fees are so high.
We don't mind waiting a little longer for a check — just let us know your school's process or timeline.
If a credit card payment is the only way to complete your transaction, please let us know and we'll be happy to accommodate it, adding the processing fee as needed.

We also prefer to receive a single payment whenever possible.

Checks should be made payable to:
Fannin Musical Productions LLC
504 Lynnwood Street
Murray, KY 42071

If your school uses ACH payments, just send us your vendor paperwork and we'll get set up right away.

A W-9 will be placed in your Dropbox folder for your records.
Schools receive automated monthly invoices until balances are paid in full.
If you know payment will occur later in the year (for example, September), you may still receive invoices automatically — no worries.

SHOW RENTAL POLICIES

This contract reserves a previously written show for your band.
The first band from a region to email a completed contract will receive exclusive rights to perform that show for the 2026 season.

Initials: _____

DIGITAL FILE POLICIES

Finale, XML, and other digital notation files are included for your use.
Most modern notation programs — including Dorico, Sibelius, MuseScore, and others — can import and use XML files.

Please note that while we provide these files for your convenience, formatting and audio playback (especially percussion sounds) may vary when switching between programs.
Because each software platform handles percussion mapping and sound libraries differently, some layout, articulation, and playback issues can occur during file conversion.

While these files are easily transportable, FMP cannot guarantee perfect compatibility across all programs or features.
We are currently in the process of transitioning to Dorico as our primary notation platform.

All files must be deleted by November 30, 2026, and may not be shared with anyone outside your staff.
Sharing materials outside your organization will be considered a copyright violation.

SHOW NAME AND ARTWORK POLICY

You may change the name of any rented show to fit your production concept.
If FMP has available artwork (t-shirt graphics, social media images, flag or prop artwork), we are happy to share it with you.
Availability varies by show — in most cases, show logos and related art files are available.

Some artwork or materials may be managed through approved vendors.
You are free to use your own vendors, but if you have questions about specific artwork or usage rights before signing your contract, please contact us for clarification.

It's always a good idea to check with us before signing your contract to confirm what artwork or materials are available for your specific show.
This can vary greatly from show to show, as many different design teams are involved in creating our productions.

Initials: _____

CUSTOMIZATION POLICIES

General Editing Policies

Any alterations to a show — such as transitions, low brass part reductions, re-titling, or any other changes — require custom work by Fannin Musical Productions LLC.

Please note that even seemingly simple "cuts" require a significant amount of time and care. Each edit involves cleaning the music (separating overlapping markings, revising rehearsal letters, and ensuring consistent formatting), followed by extracting and reformatting all affected parts.

Customization & Edit Time

•The customization time listed in each package covers all unique work performed on your project.
•Please send a list of customization needs, and we will provide an estimate of the time required to complete your requests.
•Additional customization beyond your package allotment is billed at $100 per hour.
•Changing bass drum line size does not count toward edit time — this is a free service.
•You will be notified and given a quote before any additional fees begin.
•Fannin Musical Productions LLC will make the final determination for when additional rewrite charges start.
•Send all customization requests to josh@fanninmusic.com and CC: john@fanninmusic.com.

We always provide an estimated amount of time for your requested work before we begin. You will never receive an unexpected bill.
If your request requires more time than originally estimated, we will contact you first for approval before continuing.

What You Receive With Custom Edits

When FMP provides custom edits, you will receive the following updated materials:

- New PDF parts (only the altered parts)
- New PDF scores
- New XML file (works with all major notation software)
- New Finale or Sibelius file
- New MP3 **(MIDI recording — may be missing some percussion and synth audio and will not include FX layers)**

Initials: _____

FX and New Content Requests

We traditionally do not provide FX edits, but they can be done under custom work on a case-by-case basis.
If you have an FX-related edit that needs to be created or adjusted, please reach out to see if we have capacity for your request.
Once we understand your needs, we will provide you with a quote before beginning any work.

If you are considering adding an entirely new segment of music — not just a few measures, but perhaps a new section or a full minute of original material — please contact us directly.
This type of work falls under significant new content and requires a separate contract and approval process.

Edit Turnaround & Best Practices

Rewrites and edits are handled on a first-come, first-served basis.
If you think about the school calendar, you can probably guess when our busiest times of year are. It's best to get your requests in well in advance to ensure timely delivery.

There are certain "rush seasons" when turnaround time slows down — especially:

- At the end of the school year, when many directors send in edits just before summer break.
- Right before band camp, when nearly everyone submits requests at once.

At other times of the year, edits are turned around very quickly. Planning ahead with your requests almost always leads to faster turnaround.

In general:

- Wind edits are completed much faster than percussion edits.
- Percussion edits are more labor-intensive and take longer.
- It takes less time to water (simplify) a part than it does to enhance (add or expand) one.

If you'd like to add edit time beyond what's included in your package, additional customization is available at $100 per hour.

Initials: _____

How to Request Edits

To help us work efficiently, please make your requests as specific as possible. You can use our customization forms or simply mark up your score with clear instructions such as:

- "Water this section"
- "Lower the range here"
- "Reduce to one trumpet part"

Broad or general requests like "Water the entire chart" don't give us enough direction. Specific, targeted notes — like circling difficult measures or annotating parts that need simplification — help us process your request much faster.

We're here for you and want your edits to be exactly what you need.
Good communication and early planning help ensure you get your revisions quickly and efficiently

SCOTT KOTER
SIGNATURE SERIES

Scott Koter Signature Series (SKSS) Consultation

SKSS shows include a complimentary consultation from DCI Hall of Fame designer Scott Koter.

Send Scott a performance video for one-time audio feedback with suggestions on how to maximize effect.

***This applies exclusively to shows labeled SKSS**

Initials: _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-162

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Rental agreement for the South-Doyle High School Marching Band's 2026 Field Show, "Paint It Black," from Fannin Musical Productions.

Cost to Knox County Schools

0.00

Description and Type of Funding Source

Students Fees and Booster Funds

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 14.

Board of Education Regular Session

Meeting Date: 04/09/2026

Music Theatre International Production Contract for West High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Production Contract with Music Theatre International for West High School's production of "Little Shop of Horrors (Broadway Version)" February 11-14, 2027 at a cost of $1,145.00 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Contract

Fiscal Note

MUSIC THEATRE INTERNATIONAL

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

CONTRACT CHECKLIST

Read through your contract, then COMPLETE, SIGN, and RETURN the following:

- ▶ **CONTRACT CONFIRMATION Page**
  - **Fill in the following:**
    - Number of Performances *(first blank line on Contract Confirmation)*
    - Royalty per Performance *(second blank line on Contract Confirmation)*
    - Additional Rental costs *(if any)*
    - Grand Total of Additional Materials *(from Additional Materials page, if ordering)*
  - **Include Payment:**
    Check or Money Order (no personal checks)
    OR Credit Card information with signature
    OR Purchase Order (only for schools and government agencies)
    The $400 security fee *must* be paid by Credit Card, Check or Money Order
- ▶ **ADDITIONAL MATERIALS Page**— if ordering *(optional)*
- ▶ **ADDITIONAL ORCHESTRATION Page**— if ordering *(optional)*
- ▶ **VIDEO LICENSE, if available, and $75 fee** — if ordering *(optional)*
- ▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at https://account.mtishows.com
- Click on *Change Booking*

  To Postpone: Select your new dates and click *Submit*
  You will receive an email confirmation including a summary of your requested changes

  To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*
  Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestrations, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

  Music Theatre International
  423 West 55th Street
  New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

COVER_0_1

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

Licensee:

WEST HIGH SCHOOL
ATTN.: LISA CAPPS
3300 SUTHERLAND AVE
KNOXVILLE, TN 37919-4544

TELE#: 865-594-4477 FAX: 865-594-4486
E-MAIL: lisa.capps@knoxschools.org

Contract Issue Date: 02/27/26
Contract Expiration Date: 04/10/26
Valid For Performances From: 02/11/27 - 02/14/27
MTI Access Code: LIT4431496

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
LITTLE SHOP OF HORRORS (BROADWAY VERSION)

Special Conditions

Royalty

ROYALTY A) $565.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 300 per Performance
Tickets @ 10.00 15.00 0.00 0.00 0.00

Security Fee

$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/ missing materials/brokerage fees, late charges and/or any outstanding account obligations.

Rental Fee

$745.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for $400.00 extra each month or part therof, pending availability.

CONTRACT CONFIRMATION
COMPLETE AND RETURN TO MTI

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WEST HIGH SCHOOL
Name of Show: LITTLE SHOP OF HORRORS (BROADWAY VERSION)
Name and address of performance space/venue: WEST HIGH SCHOOL
3300 SUTHERLAND AVE , KNOXVILLE, TN 37919

Date(s) of performance(s): 02/11/2027 - 02/14/2027 **Offer Expires:** 04/10/2026
Please list number of performances
for each calendar month: _____

SHIP WITH: (check one) ❑ Standard Orchestration ❑ Alternate Orchestration ❑ Partial ❑ No Orchestration
(if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for ___ performance(s) @ $ 565.00 per performance, a total of **$** _____

RENTAL: $745.00 for a standard set of materials or any part thereof $ 745.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): $100 per week X _____ weeks $ _____

SECURITY FEE: **Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license.** $ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): $ _____

SALES TAX (where applicable): $ _____

TOTAL: ..... $ _____

TOTAL AMOUNT ENCLOSED: ..... $ _____

BALANCE REMAINING: ..... $ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ❑ OVERNIGHT ❑ 3-DAY ❑ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: _____

(NO P.O. BOXES) _____

City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

❑ **CHECK** or **MONEY ORDER** (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

❑ **CREDIT CARD:** ❑ **VISA** ❑ **MASTERCARD** ❑ **AMERICAN EXPRESS**

Card Number: _____ **Exp. Date:** _____

Name on Card: _____ **Billing Postal Code:** _____

Signature: _____ **Amount:** _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

❑ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

CONFRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

1 ERRATA LIST
1 "HOW TO" BOOK
2 KEYBOARD1 - CONDUCTOR SCORE
12 LIBRETTO/VOCAL BOOK
1 STUDY GUIDE

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	DRUMS	
1	_____	ELECTRIC BASS	
1	_____	GUITAR	ELECTRIC GUITAR, MANDOLIN, NYLON ACOUSTIC STEEL STRING GUITAR
1	_____	KEYBOARD 2	
1	_____	PERCUSSION	BONGOS, CABASA, CASTANETS, CHIMES, CONGAS, COWBELL GLOCKENSPIEL, MARIMBA, MARK TREE, RACHET, RATTLE SAMPLED HAND CLAPS, SHAKER, SIZZLE CYMBAL SUSPENDED CYMBAL, TAMBOURINE, TIMPANI, TRIANGLE, VIBES VIBRASLAP, WOODBLOCK, XYLOPHONE
1	_____	REED 1	Bb CLARINET, Eb CLARINET, FLUTE, TENOR SAXOPHONE
1	_____	REED 2	Bb CLARINET, BARITONE SAXOPHONE, BASS CLARINET, FLUTE
1	_____	TRUMPET 1	FLUGELHORN, TRUMPET
1	_____	TRUMPET 2	FLUGELHORN, TRUMPET

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ERRATA LIST	_____			
"HOW TO" BOOK ***				
KEYBOARD1 - CONDUCTOR SCORE (Replacement Fee $120.00)	_____	x	$ 30.00	= $_____.____
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)	_____	x	$ 6.25	= $_____.____
STUDY GUIDE	_____	x	$ 5.95	= $_____.____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee $60.00)	_____	x	$ 15.00	= $_____.____

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) $_____.____
You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire Additional Materials order to the Confirmation Page of this Producton Contract

ITEM	QUANTITY		COST EACH	TOTAL
THEATRICAL RESOURCES				
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	$ 175.00	= $_____.____
DIGITAL SCRIPT & PIANO/VOCAL SCORE	_____	x	$ 199.00	= $_____.____
HOW DOES THE SHOW GO ON?	_____	x	$ 21.00	= $_____.____
LOGO PACK DIGITAL	_____	x	$ 75.00	= $_____.____
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL)	_____	x	$ 750.00	= $_____.____
REFERENCE RECORDING	_____	x	$ 20.00	= $_____.____
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	_____	x	$ 350.00	= $_____.____
REHEARSCORE APP	_____	x	$ 350.00	= $_____.____
STAGE MANAGER SCRIPT (Replacement Fee $100.00)	_____	x	$ 25.00	= $_____.____
STAGE WRITE APPLICATION	_____	x	$ 150.00	= $_____.____
LOGO TEES SIX-PACK ADULT LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT MEDIUM	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT SMALL	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT X-LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK CHILD LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK CHILD MEDIUM	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK CHILD SMALL	_____	x	$ 80.00	= $_____.____
AUDREY II	_____			
KEYBOARDTEK ***				
ORCHEXTRA ***				
TRANSPOSITIONS-ON-DEMAND ***				

Add total for all items here.

Standard Set Additional Materials Total *(from previous page)* $_____.____

Theatrical Resource Additional Materials Total $_____.____

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $_____.____
You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster and/or Social Media Marketing Kit requires purchase of a Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at $75) will automatically be added to your order.

ADDITIONAL MATERIALS

A Note About Additional Materials

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.
To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Transpositions-on-Demand (*per song title*) **$150**
(*complete set of orchestra parts, and piano/conductor or piano/vocal score*)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit . . . . . *www.KeyboardTEK.com*

OrchExtra® *for pricing, visit.* . . . . . *www.rms.biz*

Performance Accompaniment Recordings
As requested, if you want to order Performance Accompaniment Recordings, the pricing has already been calculated for you on the previous Additional Materials page. For your convenience, a breakdown of how the cost is calculated is below:

Rehearsal only **$350**

Rehearsal and Performance

Accredited schools:	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
All other eligible organizations:		
0 – 499 seats	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
500+ seats	up to 10 performances	**$999**
	11 or more performances (cost *per performance over 10*)	$100

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

********** SEE BILLING RIDER **********

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

LITTLE SHOP OF HORRORS (BROADWAY VERSION)

Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

***except with respect to certain titles, where a limited video license is available for $75.00 and you have purchased that license.*

PERFORMANCE LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

a) you have read and understand the terms, conditions and provisions set forth below;
b) you are authorized to sign the Production Contract on behalf of Licensee;
c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), logos, or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the standard rental materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.

2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:

   a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.

   b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.

   c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.

   d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.

   e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.

   f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.

   g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.

   h. The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

4. **Billing Credits and Use of Logos in Advertising and Promotion:**
   a. Billing: You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
   b. Bios: If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
   c. Logos: You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
   d. Use of Play Title in Domain Names and Social Media: You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
   e. Program Copies: One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.

5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE
(CONTINUED)

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 8617070
Contract #: 7116811 Printed on: 02/27/26

2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of $25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.

3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.

4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars ($50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.

5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.

6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.

7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.

8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently $45).

PERFORMANCE LICENSE
(CONTINUED)

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.

10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.

11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.

12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.

13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.

14. **Refunds:** Refunds will be issued in the following circumstances.
    a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
    b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

    You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

    In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

    Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars ($100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.

3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.

4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.

5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A $10 handling fee is applied to each order.

6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars ($750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars ($20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):

8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

RETURN ALL RENTED PRODUCTION MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to $50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

You agree to bill the Play and the Authors in all programs (on the title pages), houseboards, displays and in all advertising and all paid publicity, in the following manner: **Type Size**

LITTLE SHOP OF HORRORS **100%**

Book & Lyrics by Howard Ashman — Music by Alan Menken — 50%

Based on the film by Roger Corman, Screenplay by Charles Griffith — 25%

Originally produced by the WPA Theatre (Kyle Renick, Producing Director) — 25%

Originally produced at the Orpheum Theatre, New York City by the WPA Theatre, David Geffen, Cameron Mackintosh and the Shubert Organization — 25%

The following acknowledgements shall appear in a separate box or area
on the production staff information page of all theatre programs

"LITTLE SHOP OF HORRORS
was originally
Directed by Howard Ashman
with
Musical Staging by Edie Cowan"

ORCHESTRATIONS: You shall use only the Broadway Revival orchestrations and arrangements in connection with your presentation of the Play. You shall accord the following billing credits (in size and prominence of type not less than that used for the designers' credits) on the main page of all theatre programs.

Original Vocal Arrangements by Robert Billig	New Arrangements by Michael Kosarin	Orchestrations by Danny Troob

By your signature of this Production Contract, you acknowledge that you hereby agree to the following additional terms (Puppets and Video Recording Warning):

PUPPETS (AUDREY II): You shall use and may copy the puppet designs of Martin Robinson only for the purpose of constructing puppets for use in the presentation of the Play under this License, and the designs, puppet and/or any copies or derivations thereof shall not be sold or distributed to the public without the prior written permission of the Authors. You shall promptly return the designs in good condition to MTI upon the termination of your rights under this License. All puppets utilized by you based on Mr. Robinson's designs shall have noted on them the following:

Copyright © 1982 by Martin P. Robinson. All Rights Reserved.

If Mr. Robinson's designs are utilized, you agree that he will receive billing in all houseboards, programs and in all advertising and publicity under your control, wherever and whenever any designers are billed, and in a size and type of type equal to the most favorable accorded any designer as follows:

Puppets Designed
by
Martin P. Robinson

You assume the risks and responsibilities in connection with the production, operation and use of the puppets, without recourse of any kind to MTI, the Authors and/or Mr. Robinson. All expenses of any kind in connection with the production and operation of said puppets shall be borne entirely by you. You hereby agree to indemnify and hold harmless MTI, the Authors and/or Mr. Robinson from and against any and all charges, costs, expenses, risks, demands or claims made against any of them by reason of the making of, production, operation and/or use of said puppets.

VIDEO RECORDING: You must include in prominent fashion in every program for your production of the Play the following warning in lieu of the "Videotaping Warning" above:

VIDEO AND/OR AUDIO RECORDING OF THIS PRODUCTION IS A VIOLATION OF
UNITED STATES COPYRIGHT LAW, AN ACTIONABLE FEDERAL OFFENSE AND IS STRICTLY PROHIBITED

You must still make a pre-show announcement as required in the "Videotaping Warning"

RENT ME, SEYMOUR!

Renting or building the diabolical plants required for LITTLE SHOP OF HORRORS has long been a factor in a theatre's thinking about producing the show. The cost of renting plants can easily eat up profits faster than Audrey II goes through a sirloin (or a dentist!).

The quality of the plants available varies widely. Many of them are unwieldly, or so heavy that it takes a bodybuilder to operate them. And building them yourself can be a lesson in frustration.

GET WHAT'S COMIN' TO YOU!

Have no fear! MTI can rent you the perfect Audrey II props for your production—all professionally designed and built to make your production of LITTLE SHOP OF HORRORS a rip-roaring success!

U.S. Customers only

CALL FOR PRICE INFORMATION

STANDARD RENTAL: Plant will arrive 2 weeks prior to first performance and include one (1) performance week

Organization Name: _____ Account Number: _____

Theatre or Auditorium Name: _____

Your Name: _____

If School, Principal's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Performance Dates:

First: ____ / ____ / ____ Last: ____ / ____ / ____

BASED ON AVAILABILITY

THIS IS ONLY A REQUEST FORM. RENTAL IS ONLY GUARANTEED WITH FULL PAYMENT AND SIGNED CONTRACT.
A Plant rental contract will be sent to you only after your dates have been checked and a plant is available for rental. Rental is for Plants ONLY and does not include the final drop (for "Don't Feed The Plants"). Blueprints for construction of this drop are included.

ADDENDUM
FOR STATE ENTITIES ONLY

This Addendum is Intended Only for State Entities that Require Contract Changes.

MTI recognizes that state entities, e.g., schools, sometimes must request changes in our standard MTI production contract to comply with restrictions under their state's law. To make this process easier, we are providing this Addendum to the standard MTI Contract agreeing to the changes below.

THIS ADDENDUM ("Addendum") is entered into between the licensee signing this Addendum below ("Licensee") and **MTI ENTERPRISES INC. d/b/a Music Theatre International** ("MTI"), located at 423 West 55th St., New York, NY 10019.

Licensee is a school, university or agency, board, district, or other entity of any branch of the government of the state in which it is located (the "State") or any political subdivision of the State ("State Entity").

Licensee has informed MTI that as a State Entity it is prohibited as a matter of law and/or policy of the State from agreeing to certain terms that appear in MTI's standard production contracts and other licensing documents (e.g., video licenses, streaming licenses) (all such documents, the "MTI License").

Accordingly, MTI and Licensee have agreed to the following modifications to the attached MTI License between MTI and Licensee:

1. **Conflicts.** In the event of a conflict between the terms of any MTI License and the terms of this Addendum, the terms of this Addendum shall control; in addition, in the event of any conflict between the terms of any Licensee purchase order, addendum or other special provisions provided to MTI in connection with an MTI License ("Licensee Supplements"), this Addendum shall control. For the avoidance of doubt, Licensee Supplements shall not be binding upon MTI unless MTI has signed such document or agreed in writing to incorporate such terms by reference.
2. **Licensee's Status.** Licensee represents that it is a State Entity (as defined above) and is therefore prohibited as a matter of law from accepting certain standard clauses that appear in MTI's Licenses.
3. **MTI's Status.** MTI represents that it is a corporation organized under the laws of the State of New York. MTI licenses musical plays on behalf of the copyright owners to licensees for productions to be presented by the licensees. MTI does not provide services to licensees and as such any terms of Licensee Supplements that apply to contractors providing on-site services to Licensee are deemed deleted and/or are inapplicable. In addition, Licensee acknowledges that any work for hire or other provisions that purport to vest ownership of the musical plays (or approved changes thereto) in Licensee are deemed deleted and/or are inapplicable to the play licensed by MTI.
4. **Governing Law.** Any provision in the MTI License selecting New York state law and any provision in a Licensee Supplement (if any) selecting the law of the State as the governing law are deleted in their entirety, and the parties agree that the MTI License shall remain silent as to the governing law of the contract.
5. **Indemnification.** Any provision requiring Licensee to indemnify MTI is amended in its entirety to read as follows: "To the extent allowed by the law of Licensee's State, the Licensee shall indemnify, defend, and hold MTI harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of the Licensee. If the law of the State does not permit Licensee to indemnify MTI in any manner, the MTI indemnification clauses are deleted and Licensee agrees it will be responsible to MTI and Rightsholder(s) for any claims arising out of Licensee's violation of any of the provisions of this License."
6. **Late Charges, Attorney Fees, etc.** To the extent the law of the State prohibits or limits Licensee from agreeing to any term in an MTI License that would impose cancellation fees, late charges, attorney's fees or collection expenses, such terms are deemed modified to the extent permitted by the law of the State or, if applicable, deleted.
7. **Sovereign Immunity.** MTI acknowledges that nothing contained in the MTI License or this Addendum is intended to be construed as a waiver of sovereign immunity by Licensee or the State.
8. **Effective Date. This Addendum shall become effective upon execution and delivery to MTI of the signed Addendum and the signed MTI License for the applicable production.**

IN WITNESS WHEREOF, this Addendum has been executed by the parties as of the date of the MTI License.

_____
Organization Name

By: _____

Name: _____

Title: _____

MTI ENTERPRISES INC.
d/b/a MUSIC THEATRE INTERNATIONAL

By: _____
Deborah Hartnett
Senior Vice President and General Counsel

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-163

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Request for approval of Music Theatre International Contract for the rights to perform LITTLE SHOP OF HORRORS at West High School.

DATES: Feb. 12-15, 2027.

Cost to Knox County Schools

0

Description and Type of Funding Source

ticket sales, course fees, fundraising, donations

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Consent 5. C. 15.

Board of Education Regular Session

Meeting Date: 04/09/2026

Orel Brodt and Garet Luquet Artwork Agreement for Whittle Springs Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 5

Explanation

Approve Artwork Agreement with Orel Brodt and Gared Luquet for completion of a Mural at Whittle Springs Middle School at a cost of $8,996.00 using donated funds from Partners in Education Foundation

Fiscal Impact

Attachments

Agreement

Detail

Fiscal Note

ARTWORK AGREEMENT

THIS AGREEMENT ("Agreement"), entered this 23rd day of February 2026, between **OREL BRODT AND GARED LUQUET** ("Artist") and **Whittle Springs Middle School** ("Client"), shall govern the respective rights of Artist and Client with respect to the artwork described herein.

Artist agrees to create for Client, and Client agrees to compensate Artist, pursuant to the terms and conditions set forth below, artwork described as: **Whittle Springs Mural** in exchange for the agreed upon fee in the amount of **$8,996.0**, payable as specified herein.

I. DESCRIPTION AND SCOPE OF WORK COMMISSIONED.

Artist and Client expressly agree that the artwork to be created by Artist pursuant to Client's specifications shall be limited to, unless modified in a writing and signed by both parties, the following artwork, hereafter known as the "Work":

Whittle Springs Mural

II. REVISIONS

Design work will take place in TIMEFRAME. Included are up to 2 rounds of revisions. Additional revision requests will result in additional fees at $50/hr.

III. DEADLINES AND COMPLETION.

Upon receipt of Client's specifications pursuant to Section I, which Client agrees are true and complete at the time of execution of this Agreement, Artist agrees to complete the Work upon the following schedule:

TIMEFRAME:
Begin painting April 2026, Approximate timeline estimated three weeks.

IV. PROOFING OF FINAL PROJECT

Artist shall make every effort to ensure the final product is free of any errors, before delivering the final product to Client; however, Client is ultimately responsible for ensuring there are no errors in the final product. Artist is not responsible or held liable for any errors in final product after it has been released for print, public viewing, or similar means.

V. CLAIMS PERIOD.

Claims for defects, damages, shortages and/or unsatisfactory performance must be made by Client in writing within a period of ten (10) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that Artist and Work fully satisfy and comply with terms, conditions and specifications.

VI. CONFIDENTIALITY AND NONDISCLOSURE.

All correspondence, documents, and forms of work product by Artist, including preliminary sketches, drawings, and drafts (collectively "Confidential Information") shall be treated as

confidential between Client and Artist unless consent has been granted by both parties involved. Client hereby agrees that neither it, nor any of its agents, independent contractors or other persons, organizations or entities over which it has control, will at any time during or after its relationship with Artist, directly or indirectly appropriate, use publish, disseminate or disclose in any way, on its own behalf or on behalf of any third party, organization or entity, any of the Confidential Information for any purposes not related to the agreed upon use set forth in this Agreement without the express, prior, written consent of Artist. Client further agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy and confidentiality of the Confidential Information will be strictly maintained.

VII. RIGHTS TRANSFERRED.

Artist and Client agree that the following rights shall be transferred from Artist to Client upon completion of the Work. Any rights not expressly specified herein shall be reserved by Artist. **All-Rights for Limited Purpose**. Artist hereby grants and assigns to Client the exclusive rights to publish, print, employ, advertise, or otherwise utilize the Work exclusively in relation to [DESIGN/LOCATION], and not in furtherance of any other purpose not stated herein, unless modified by a writing signed by both parties. Use of the images in for profit purposes (ie printed on materials with the intent of retail/profit) is not included in this agreement. If you want rights to print and produce merchandise with the artwork, it would be an additional fee of $5000 (five thousand US).

the shuffle Springs middle school mural

VIII. COMPENSATION.

Upon completion upon the schedule set forth in Section III of this Agreement, Client agrees to compensate Artist as follows:
Design Deposit $500 Paid upon execution of this agreement to Gared Luquet
$4248 Paid on/by 15 days upon completion of the mural to Gared Luquet
$4248 Paid on/by 15 days upon completion of the mural to Orel Brodt

IX. TERMINATION/KILL FEE.

Client may terminate this Agreement at any time by sending written notice thereof to Artist at [440 Walnut St, Unit 306 Knoxville TN 37902] or in such manner as directed by Artist. Upon such termination, Client agrees to compensate Artist as follows: **(1) Partial Completion.** If Artist has partially completed the Work, Client agrees to compensate Artist at fifty percent (50%) of the compensation identified in Section VIII herein. This fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed artwork, sketches, and comps.
(2) Full Completion. If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise provided in this Agreement.

X. NON-PAYMENT; REMEDIES.

Payment for finished work is due upon acceptance, net thirty (30) days. Client's right to use the work is conditioned upon receipt of payment within thirty days of acceptance, and upon Client's compliance with the terms of this agreement. Any delinquent payments due Artist from Client shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month. In the event of nonpayment, consent is hereby given for Artist or any other person supplying materials or services for Work described in this Agreement to assert a lien upon the property which it is located pursuant to statutory law. Client agrees to bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys' fees and court costs.

XI. FORM OF ATTRIBUTION; COPYRIGHT NOTICE.

Client agrees to recognize and identify Artist's authorship of the Work by providing attribution and/or copyright notice as follows:
Mural designed and painted by Orel Brodt and Gared Luquet

XII. SEVERABILITY; INTEGRATION; GOVERNING LAW.

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Tennessee.

XIII. UNAUTHORIZED USE BY CLIENT; INDEMNITY.

Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys' fees and costs, incurred as a result of Client's unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.

XIV. WARRANTY OF ORIGINALITY.

Artist represents and warrants to Client that, to the best of Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client's use of Artist's product to the

extent such use infringes upon the rights of any other person.

XV. RELEASE OF LIABILITY.

Client agrees that it shall not hold Artist or any agent thereof liable for any damages arising from Artist's failure to complete the Work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Artist or of any third party.

CONSENTED and **AGREED TO** this 02/23/2026

CLIENT:

By: _____ Date:_____

ARTISTS:

OREL BRODT

GARED LUQUET

By:_____ Date:_____

Share to Teams Zoom

Fw: WSMS Mural Request

DOUGLASSHOVER

To: KATHLEEN TURNMIRE; GARRETT RAIDEN

Reply Reply all Forward

Fri 2/6/2026 9:04 AM

WSMS Mural Request.pdf
8 MB

Start reply with: Thank you for your confirmation. Thank you! Will do, thank you.

Kathleen -
You are authorized to proceed, pending Garrett Raiden's confirmation of required funding.

Thank you.
Douglas Shover, Executive Director
Facilities and New Construction Department
KCS | KNOX COUNTY SCHOOLS
Office: 865.594.1825
Mobile: 865.385.2077

Mailing Address
Knox County Schools - Facilities Department
ATTN: Douglas Shover
505 Summer Place - UTT 2nd Floor, Room 281H
Knoxville, Tennessee 37902

From: KATHLEEN TURNMIRE <kathleen.turnmire@knoxschools.org>
Sent: Thursday, February 05, 2026 2:44 PM
To: DOUGLAS SHOVER <douglas.shover@knoxschools.org>
Cc: Gared Luquet <mywildmenagerie@gmail.com>; SARAH HEIZENROTH <sarah.heizenroth@knoxschools.org>
Subject: WSMS Mural Request

Mr. Shover,

Please find the information for our mural request attached to this email. It has the KCS forms, quote, digital mock-up, and google map location.

I look forward to hearing from you soon.

Thank you,

Kat Turnmire

Book time with KATHLEEN TURNMIRE



Reply Reply all Forward

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-164

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Kathleen Turnmire

DATE: 2/05/2026

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Whittle Springs Middle School
Requested By:	Kathleen Turnmire, principal
Approved By: **(School Principal)**	
Phone	865-594-4474
Nature of the Project	mural on the Northwest Corner wall.
Cost of the Project	$8996.00
Funded By ☒ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	Donation to school from Partners in Education Foundation
Cost to Knox County Schools	$0.00

FA–100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Whittle Springs Middle Date 02/05/2026

2) Item(s) to be Purchased (Note 1)
1) mural
2) _____
3) _____
4) _____
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 8996.00

4) Vendor Gared Luquet

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	Partners in Education	Account Number	907.790	Amount $	8996.00
Source 2		Account Number		Amount $	
Source 3		Account Number		Amount $	
Source 4		Account Number		Amount $	
Total (Should Equal Item #3 Above)				$	8996.00

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: _____

Principal: Kathleen Turnmire

Date: 02/05/2026

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.




White Oak Ln
Whittle Springs
Middle School

Gared Luquet
9418 Emerald Woods Way
Knoxville, TN 37922
Phone 865-410-2685 **Email:** gcluquet@gmail.com

QUOTE # 023 DATE 12/17/2025

CLIENT

Kathleen Turnmire
2700 White Oak Lane
Knoxville, TN 37917

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Custom Exterior Wall Mural		
	50’ x 13’ / 650 square feet		
	$13.84 per square foot	$ 8,996.00	$ 8,996.00
		SUBTOTAL	**$ 8,996.00**

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the shuffle Springs middle school mural

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CONSENTED and **AGREED TO** this 02/23/2026

CLIENT:

By: _____ Date:_____

ARTISTS:

OREL BRODT

GARED LUQUET

By:_____ Date:_____

Share to Teams Zoom

Fw: WSMS Mural Request

DOUGLASSHOVER

To: KATHLEEN TURNMIRE; GARRETT RAIDEN

Reply Reply all Forward

Fri 2/6/2026 9:04 AM

WSMS Mural Request.pdf
8 MB

Start reply with: Thank you for your confirmation. Thank you! Will do, thank you.

Kathleen -
You are authorized to proceed, pending Garrett Raiden's confirmation of required funding.

Thank you.
Douglas Shover, Executive Director
Facilities and New Construction Department
KCS | KNOX COUNTY SCHOOLS
Office: 865.594.1825
Mobile: 865.385.2077

Mailing Address
Knox County Schools - Facilities Department
ATTN: Douglas Shover
505 Summer Place - UTT 2nd Floor, Room 281H
Knoxville, Tennessee 37902

From: KATHLEEN TURNMIRE <kathleen.turnmire@knoxschools.org>
Sent: Thursday, February 05, 2026 2:44 PM
To: DOUGLAS SHOVER <douglas.shover@knoxschools.org>
Cc: Gared Luquet <mywildmenagerie@gmail.com>; SARAH HEIZENROTH <sarah.heizenroth@knoxschools.org>
Subject: WSMS Mural Request

Mr. Shover,

Please find the information for our mural request attached to this email. It has the KCS forms, quote, digital mock-up, and google map location.

I look forward to hearing from you soon.

Thank you,

Kat Turnmire

Book time with KATHLEEN TURNMIRE



Reply Reply all Forward

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-164

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

Board of Education Regular Session **5. C. 16.**

Meeting Date: 04/09/2026

Boldsquare Group, LLC Consulting Services Agreement and Proposal for Carter High Schoo

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve Consulting Services Agreement and Proposal with Boldsquare Group, LLC through December 31, 2026 for Carter High School at a cost of $24,790.00 using Greenheck Fan Corporation Donated Funds

Fiscal Impact

Attachments

Agreement

Proposal

Fiscal Note

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made as of _____ ____, 2026 (the "Effective Date") between the KNOX COUNTY BOARD OF EDUCATION, d/b/a KNOX COUNTY SCHOOLS, on behalf of Carter High School (the "Client") and BOLDSQUARE GROUP, LLC (each referred to as a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Client desires to hire Boldsquare to perform the services outlined in this Agreement and Boldsquare desires to perform such services, subject to the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services. Boldsquare agrees to provide the Client the services set forth in individual Statements of Work (SOWs) attached hereto (the "Services"). The Services will be performed by Boldsquare for the Term (as defined below). Whenever Boldsquare personnel are in direct contact with Client's students, said students shall be accompanied and/or supervised by Knox County Schools' staff.

2. Compensation. As consideration for Boldsquare's performance of the Services, the Client agrees to pay Boldsquare's fees as set forth in the attached SOWs.

3. Expenses. In addition to the compensation described in Section 2, the Client shall reimburse Boldsquare for actual reasonable out-of-pocket expenses, including but not limited to, mileage, meals, and travel (the "Expenses") incurred by Boldsquare in connection with the performance of the Services. Boldsquare shall itemize and invoice the Client monthly for the Expenses. To the extent practicable, expenses will be minimized through the use of electronic and telephonic means. Any out-of-pocket Expense shall first be submitted to the Client for pre-approval prior to being incurred by Boldsquare. The Expenses shall be paid to Boldsquare 30 days after receipt of the invoice and associated required documentation from Boldsquare.

4. Subcontracting. With the prior approval of the Client, Boldsquare may retain third party contractors, subcontractors or independent contractors to assist Boldsquare in its performance of the Services. Boldsquare remains responsible for the performance of the third-party contractors, subcontractors or independent contractors, and their fees, if any.

5. Term. This Agreement shall be effective beginning as of the Effective Date and shall continue until December 31, 2026 (the "Term"). At the end of the term, the Agreement may be extended for a maximum of six (6) months if necessary to complete the Services in the attached SOWs. Client shall pay Boldsquare on a monthly basis for work performed. If either Party materially breaches any provision of this Agreement, the other Party may terminate this Agreement

immediately upon written notice to the breaching Party, and neither Party shall have any further obligation after delivery of such notice except that the Client shall pay Boldsquare for work performed through the date of termination.

6. Independent Contractor. The Client and Boldsquare hereby acknowledge and agree that Boldsquare is an independent contractor. Neither Party shall be authorized to contract for or bind the other Party in any manner whatsoever absent express written permission. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employment relationship between Boldsquare and the Client for any purpose including but not limited to taxes or employee benefits. Notwithstanding the foregoing, during the performance of the Services hereunder Boldsquare may identify itself to third parties as a Consultant of the Client, subject to the confidentiality obligations in this Agreement.

7. Confidentiality. All proprietary information, including but not limited to information about such party's , customers/clients, methodologies, confidential intellectual property, trade secrets, third-party confidential information including but not limited to customer/client information, and other sensitive or proprietary information and any and all other proprietary records, information and materials ("Confidential Information") belonging either to the Client or Boldsquare and henceforth provided to Boldsquare by the Client or to the Client by Boldsquare, is and will remain the property of the providing Party. Neither Party shall disclose or disseminate the Confidential Information belonging to the other Party to any other person or entity without the express written consent of the non-disclosing Party. Notwithstanding the foregoing, Boldsquare shall be permitted to disclose Client's Confidential Information solely as necessary to perform the Services and either Party may disclose certain Confidential Information to their respective employees or agents who need to know such information in order to perform the Services and obligations contemplated in this Agreement, provided however, that those employees or agents are expressly made aware that the information is confidential and agree not to disclose the information. Each Party shall treat the Confidential Information with the same degree of care as it treats its own proprietary information, but in no event with less than a reasonable degree of care. Boldsquare and the Client agree to destroy all Confidential Information of the other Party upon termination of this Agreement, unless given written approval otherwise. Notwithstanding the foregoing, the Client and/or Boldsquare may retain any information described herein for the purposes of complying with regulations regarding maintenance of records. If either Party is notified by a governmental authority or by order of a court of competent jurisdiction that it is required to disclose any Confidential Information, it shall promptly provide written notice thereof to the other Party in order to permit that Party an opportunity to seek an injunction against such disclosure or seek any other applicable legal remedy to block disclosure.

FERPA. All information, the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Boldsquare from District (Client), its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Boldsquare agrees to hold the Confidential Information in strictest confidence. Boldsquare shall not use or disclose Confidential Information received from or on behalf of District (Client) or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District (Client).

Confidential Information shall not include any information which:

(i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by recipient in violation of this Agreement);

(ii) was available to recipient on a non-confidential basis from a source other than one of the Parties hereto, provided that, to the knowledge of the recipient, such source is not and was not under an obligation to keep the information confidential;

(iii) was in recipient's possession prior to the date of disclosure of the Confidential Information in question; or

(iv) has been independently acquired or developed by recipient without violating any obligations under this Agreement.

(v) The parties recognize that the Client is subject to the Tennessee Public Records Act, T.C.A. § 10-7-503 et seq. (TPRA), and information which is disclosed to the Client is subject to the TPRA, unless covered under an exception to the TPRA (i.e. trade mark and proprietary information).

8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Boldsquare in the course of performing the Services (collectively, the "Deliverables") shall be owned by the Client from the moment of their creation.

9. Remedies as a Result of Default. In the event Client or Boldsquare fail to perform under the terms of this Agreement resulting in a default by the Party, the non-defaulting Party may pursue all legal and equitable remedies available to them; provided, however, at no time shall the Client's legal remedy exceed the amount of fees paid by Client to Boldsquare under the terms of this Agreement. In no event will either Party be liable to the other for (i) any loss of use, revenue, or profit, or (ii) any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable or whether such Party was advised of such damages.

10. Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, (I) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (II) BOLDSQUARE SPECIFICALLY DISCLAIMS ALL RIGHTS ASSOCIATED WITH ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

11. Force Majeure. No Party shall be liable or responsible to the other, nor be deemed to have defaulted under or to have breached this Agreement, for any failure or delay in fulfilling or

performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the Party's reasonable control ("Force Majeure Events"), including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, explosion, epidemic, or pandemic (including pandemics caused by COVID-19 or any mutated form of COVID-19); (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; or (viii) strikes, labor stoppages or slowdowns or other industrial disturbances. The affected Party shall resume performance under this Agreement as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

12. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any action arising under this Agreement shall be in the state courts located in Knoxville or Knox County, Tennessee. It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement that cannot be resolved through good faith negotiation between the parties shall be submitted to nonbinding mediation before a mutually agreed upon mediator before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator. Nothing in this section shall extend, waive, alter or amend any applicable statute of limitations or statute of repose. EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

13. Severability and Survivability. Should any of part of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms or provisions hereof shall remain in full force and effect and shall in no way become invalidated, impaired or affected thereby. The terms and conditions of Section 7 regarding confidentiality, Section 8 regarding Intellectual Property rights, Section 10 regarding waiver of certain rights, , and any other terms and conditions which survive pursuant to applicable law shall survive the termination or expiration of this Agreement.

14. Notices. All notices, requests, approvals and waivers hereunder shall be in writing and shall be effective only: (i) when sent by certified mail, (ii) when sent by next day delivery by nationally recognized package delivery service, (iii) if given by personal delivery, or (iv) by electronic mail to the address of the party specified in this Agreement. Notices, including notice of a change of address, shall be delivered to the addresses set forth below, or to an address that a Party may otherwise designate in the manner prescribed herein:

As to the Client:

By Letter:

By E-mail:

As to Boldsquare:

By Letter: 520 W Summit Hill Drive, Suite 1004, Knoxville, TN 37902

By E-mail: kylie@boldsquare.com

15. Entire Agreement. This Agreement, along with the attachments, constitutes the entire agreement and final understanding of the Parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the Parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by both Parties.

16. Required Compliance. Boldsquare personnel shall follow all Knox County Board of Education Policies and Procedures, including but not limited to sponsorships.

17. Marketing Communications and Publicity. The parties agree that no party shall issue any press release or public communication regarding this Agreement without the consent of the other party, except as such publication may be required by law, including but not limited to Tennessee Code Annotated, Section 10-7-503. The parties shall, in good faith, mutually agree on any press release. Notwithstanding the foregoing, Boldsquare and Knox County Schools shall have the right to use the other party's name for the purpose of identifying the collaboration and the initiative in publications and websites. This Agreement shall not grant any license in or to the other party's trademarks. No public communication shall be made in such a manner as to state or imply that one party's goods or services are endorsed by the other party without prior approvals of both parties. Marketing and communications designed for general public or broad distribution shall be approved by the KCS Communications Director and Boldsquare's Managing Partner

18. Insurance. Each party shall maintain its own insurance, or self-insurance, regarding the responsibilities held by each party.

19. Nondiscrimination. Neither party shall exclude from participation in, deny benefits to, or otherwise subject any person to discrimination in the performance of this Agreement or in the employment practices of the parties based on disability, age, race, color, religion, sex, national origin, or any classification protected by federal or Tennessee law.

20. Further Assurances. Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be reasonably required to carry out the intent and purposes of this Agreement.

21. Waiver. Neither failure nor delay on the part of either party to exercise the right, remedy, power, or privilege under this Agreement shall operate as a waiver. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

22. Extension Not a Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to a party shall impair or affect the right of such party thereafter to exercise the same. Any extension of time or other indulgence granted to a party hereunder shall not otherwise alter or affect any power, remedy or right of any other party, or the obligations of the party to whom such extension or indulgence is granted.

23. Assignment. Boldsquare shall not assign its rights and obligations hereunder without Client's prior written consent. Client may assign its rights and obligations hereunder without Boldsquare's prior consent to an affiliate of Client, provided such affiliate assumes all of Client's rights and obligations under this Agreement.

24. Authority. Each Party has the full right and power to enter into this Agreement, and the representative whose signature is set forth at the end hereof is duly authorized to execute this Agreement on behalf of the Party.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

KNOX COUNTY SCHOOLS:

By: _____

Name: _____

Title: _____

BOLDSQUARE GROUP, LLC:

By: _____

Name: Dylan Jones

Title: Managing Partner

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2026,

as reflected in its minutes, and certified by its Chairperson.

_____
KRISTI KRISTY
BOARD CHAIR

Date:_____

KNOX COUNTY GOVERNMENT

_____
GLENN JACOBS
MAYOR

Date:_____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 26-153
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

_____
DEPUTY LAW DIRECTOR – Signature Name

_____
DEPUTY LAW DIRECTOR – Printed

Date:_____

STATEMENT OF WORK 1

Services

Knox County Schools agrees to hire Boldsquare for the following support/deliverables:

Brand Discovery
Work will begin with developing a clear understanding of Carter Manufacturing's current state. This includes conducting internal stakeholder interviews to document how the program is currently defined, alongside external audience research with partners, customers, and parents to understand perception. A competitive and market analysis will also be completed to identify positioning gaps and areas of differentiation.

Brand Platform
Based on discovery, we will develop a brand platform that defines how Carter Manufacturing should be positioned and communicated. This will include core elements such as a mission statement, vision, core values, positioning, target audience personas, and a value proposition, supported by a clear messaging framework and defined voice and tone. The output will serve as a working foundation for communications, recruitment, and stakeholder engagement.

Visual Identity
We will develop a visual identity system aligned with the brand platform. This includes creating logo configurations and usage guidelines, defining a color palette and typography, and establishing brand guidelines to support consistent application. Social profile assets, including profile and header imagery, will also be developed for digital use.

Microsite
We will design and build a microsite to communicate the program clearly to external audiences. This includes platform selection and setup, development of a flat design concept, and site build. Content will be created for key pages, including a homepage and "About Us" section, to clearly explain the program's purpose, structure, and value.

Marketing Asset Development
We will develop a set of core marketing materials to support outreach and engagement. This includes leave-behind materials for prospective customers and for partners or donors, a presentation deck template, and customer-facing assets such as a "thank you" card. These materials are intended for practical, repeatable use across business development and community engagement.

Launch Event
We will support the planning and execution of a launch event at Carter High School. This includes event planning and strategy, development of press materials such as a media advisory and press release, guest management and communications, and speaker preparation. Supporting

content and creative materials will be developed, along with a detailed run-of-show to guide execution.

This agreement will begin as of the Effective Date of the agreement and will continue for three (3) months. The cost for the above listed support is $24,790.00. An invoice for twenty-five (25) percent, $6,197.50, will be issued upon execution of this agreement. Another invoice for twenty-five (25) percent, $6,197.50, will be issued at the mid-point of the project. The final invoice for fifty (50) percent, $12,395.00, will be issued upon project completion and deliverable acceptance. Invoices will be due within thirty (30) days of receipt.

In the event any external expenditures are needed, any expense will be quoted and approved in advance by the client prior to purchase.

BOLDSQUARE

Carter Manufacturing Proposal

February 11, 2026

Overview

Carter Manufacturing — a vocational welding and manufacturing program at Carter High School — has a once-in-a-generation opportunity ahead of it. With a $2 million investment from Greenheck Group fueling a five-year initiative to establish a student-run engineering enterprise, the program is looking to become a self-sustaining model of workforce education, community collaboration, and economic impact.

To support this transition, our engagement will build a strategic brand and marketing foundation that enables Carter Manufacturing to drive participation, forge community partnerships, attract customers, and generate revenue — all while reinforcing the program's value to students, families, industry partners, and the region.

This work will knit strategic insight, purpose-driven positioning, and executional assets into a platform that helps Carter Manufacturing thrive, communicate with confidence, and scale sustainably.

Boldsquare has identified six main phases of our work with Carter Manufacturing:

Brand Discovery

The discovery phase is all about ensuring future brand and marketing decisions are rooted in insight, rather than assumptions. The work we do here will ensure we have a clear understanding of how the program is currently perceived versus how it *wants* to be perceived, both internally and externally. Interviews with internal stakeholders (as identified by the client) will give us a clearer idea of how Carter Manufacturing's people define its value, culture, strengths, and ambitions, while conversations with willing customers, partners, or community members will help us assess external perception.

Combining these insights with competitive and market analysis will allow us to identify gaps, clarify differentiators, and define how the brand can occupy a distinct and scalable position that directly supports Carter Manufacturing's five-year growth strategy.

Areas of focus include:

- Internal stakeholder interviews

Dylan Jones | Managing Partner Tel: 718-687-8994 Email: dylan@boldsquare.com

- External audience research (ex. partners, customers, parents)
- Competitive & market analysis

Investment: $2,950

Brand Platform
Carter Manufacturing's brand platform is its North Star. It informs how it communicates, sells, recruits, and builds relationships. By defining the brand's mission, vision, values, positioning, audience personas, messaging framework, and value proposition, we'll create a cohesive narrative that clarifies what Carter Manufacturing stands for, who its serves, and why it's uniquely positioned to deliver value to its various stakeholders.

A strong brand platform ensures consistency across every touchpoint — from sales conversations to marketing materials and partnership outreach. It eliminates fragmented messaging and equips teams with language that builds credibility, trust, and momentum. As Carter Manufacturing continues to scale, this unified platform will provide guardrails that protect brand integrity, align internal teams, and create a stronger, more recognizable presence in the community.

Deliverables include:

- Mission statement
- Core values
- Target audience definition/personas
- Positioning
- Voice/tone
- Brand pillars
- Vision
- Brand promise
- Personality
- Value proposition
- Key messages
- Naming

Investment: $4,465

Visual Identity
Establishing a cohesive visual identity builds immediate brand recognition, reinforces credibility, and elevates perception. We'll work closely with Carter

Manufacturing to develop logo configurations, select colors and typography, and establish comprehensive brand guidelines that ensure consistency across digital, print, in-person, and social channels, and that reinforce its reputation at every touchpoint. As the program continues to grow, a cohesive, modern visual identity will also enhance trust and support long-term brand equity.

Deliverables include:

- Logo configurations & usage
- Color palette
- Brand typography
- Brand guidelines
- Social profile assets (profile + header imagery)

Investment: $3,610

Microsite
The microsite will serve as a focused digital presence that clearly communicates Carter Manufacturing's value, capabilities, and strategic direction. Through thoughtful platform selection, design, and content development, we'll create a streamlined site experience that highlights Carter Manufacturing's expertise, differentiators, and long-term vision.

The homepage and "About Us" content will position the company for both immediate business development opportunities and sustained growth, providing prospective customers and partners with clarity and confidence.

Deliverables include:

- Platform selection & setup
- Flat design comp/mockup
- Site build
- Homepage content
- About Us page content

Investment: $2,380

Marketing Asset Development
Every brand, including Carter Manufacturing, needs a set of foundational marketing assets. These tangible materials — leave-behind pamphlets (for digital distribution, and print, if requested), a deck template, and customer communications assets — will empower Carter Manufacturing to confidently

represent the brand in real-world conversations in the community right away and provide a foundation that the team can easily build on and customize.

These tools support business development, fundraising, relationship building, and sales efforts. They ensure that whether the Carter Manufacturing team is meeting with a potential customer, donor, or strategic partner, the message — and the creative — is clear, compelling, and consistent.

Deliverables include:

- Leave behind pamphlet for potential customers
- Leave behind pamphlet for potential partners/donors
- Deck template
- "Thank you" card for customers

Investment: $4,515*
**Print/production costs not included. BSQ can provide support and pricing upon request.*

Launch Event

To publicly launch Carter Manufacturing's new brand, we recommend hosting a focused press and community event at Carter High School that formally introduces the initiative, its leadership, and its long-term vision. This would not be a large, ceremonial gathering, but a thoughtfully designed launch that brings together local media, industry executives, community members, workforce development leaders, elected officials, potential partners, and business stakeholders.

The event would serve several purposes: generate earned media coverage, position Carter Manufacturing as a serious workforce and economic development initiative, reinforce Greenheck Group's investment and partnership, and create early momentum among potential customers and supporters. It would also provide an opportunity to visually showcase the facility, highlight students' work, and articulate the five-year path to sustainability.

Boldsquare would support event strategy, messaging, press materials, media outreach, run-of-show development, and spokesperson preparation to ensure the launch communicates confidence, clarity, and long-term ambition — setting the tone for everything that follows.

Deliverables include:

BOLDSQUARE

- Event planning & strategy
- Media advisory & press release
- Guest management & comms.
- Content & creative support for digital and/or print collateral
- Speaker prep
- Run-of-show

Investment: $6,870*
**Print/production costs not included. BSQ can provide support and pricing upon request.*

TOTAL INVESTMENT: ***$24,790***

Dylan Jones | Managing Partner Tel: 718-687-8994 Email: dylan@boldsquare.com

BOLDSQUARE

Carter Manufacturing Quote

February 11, 2026

Overview

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BOLDSQUARE

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Investment: $3,610

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BOLDSQUARE

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BOLDSQUARE

Boldsquare would support event strategy, messaging, press materials, media outreach, run-of-show development, and spokesperson preparation to ensure the launch communicates confidence, clarity, and long-term ambition — setting the tone for everything that follows.

Deliverables include:

- Event planning & strategy
- Media advisory & press release
- Guest management & comms.
- Content & creative support for digital and/or print collateral
- Speaker prep
- Run-of-show

Investment: $6,870*
**Print/production costs not included. BSQ can provide support and pricing upon request.*

TOTAL INVESTMENT: ***$24,790***

Dylan Jones | Managing Partner Tel: 718-687-8994 Email: dylan@boldsquare.com

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-153

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Request for approval of a Consulting Services Agreement with Boldsquare Group, LLC for Carter High School through December 31, 2026

Cost to Knox County Schools

$24,790 - Using Greenheck Donated Funds

Description and Type of Funding Source

Site - Based Enterprise Project Budget (6-71302)

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-190

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-190 "Code of Behavior and Discipline" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-190 Revisions

Policy J-190 Final

First Reading

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Code of Behavior and Discipline**	Descriptor Code: **J-190**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **12/23**

The Director of Schools shall be responsible for the overall implementation and supervision of the Board's policies of behavior and discipline and shall ensure that students at all schools are subject to a uniform and fair application of the policies.

CODES OF CONDUCT

The Board delegates the responsibility of developing specific codes of conduct appropriate for each school level to the Director of Schools. Students in pre-kindergarten are not subject to the standard code of conduct, and alternative disciplinary approaches should be implemented. All K-12 students will be disciplined through a trauma-informed and restorative lens. Exclusionary discipline shall only be used as a measure of last resort. The development of each code shall involve principals and staff members at each grade band and shall be based on evidence-based behaviors, supports, interventions and a restorative student transition.

STAFF RESPONSIBILITIES

The principal of each school shall be responsible for implementation and administration in ~~his/her~~the school and shall apply the policies uniformly and fairly to each student at the school without partiality and discrimination. Any school administrator or employee who, after a proper investigation, is found to have knowingly engaged in discrimination toward a student(s) on the basis of race, creed, color, national origin, religion or sex, will be subject to disciplinary action, including, but not limited to, termination of employment. A finding against an employee of knowing failure to report discrimination and/or otherwise act against discrimination, including, but not limited to the failure to discipline another employee with a finding of discrimination, will be subject to the same type of disciplinary action.[1]

Staff members have the authority to enforce the code of conduct and shall ensure that disciplinary measures are implemented in a manner that:

- Balances accountability with an understanding of traumatic behavior;
- Teaches and provides opportunities for students to practice school and classroom rules while reinforcing that violent or abusive behavior is not allowed at school;
- Minimizes disruptions to education with an emphasis on positive behavior support and/or behavioral intervention plans;
- Creates consistent and positive rules and consequences; and
- Models respectful, non-violent relationships.

~~The Board delegates to the Director of Schools the responsibility of developing more specific codes of behavior and discipline (school expectations) which are appropriate for each level of school, namely, elementary, middle, and high.[1] The development of school expectations shall involve principals and faculty members of the school and shall be consistent with the content of the Board's policies.~~

DISCIPLINE GUIDELINES

The KCS Discipline Guidelines, described in detail in Administrative Procedure AP-J-191, include levels of possible responses to inappropriate behavior. Each behavior is assigned to one or more levels of response. Principals and school staff should use the levels suggested for each behavior. If a behavior is assigned to two or more levels of response, the lowest level of intervention should generally be used first. Behaviors are likewise defined in Administrative Procedure AP-J-191.

When choosing a higher-level response within the range of possible responses, an administrator should consider:

- The student's age, health, disability, decision-making ability, and prior discipline history;
- The student's willingness to repair the harm;
- The seriousness of the act;
- The potential to cause harm or the harm caused, including any injuries;
- The extent of actual disruption to the learning environment; and
- Whether the act was intentional, knowing, or reckless.

The administration will document the discipline referral and the reasons for using the selected response. In each case, KCS administrators and staff will apply consequences to minimize the amount of instructional time lost while providing a safe and orderly learning environment. It is the duty of school principals to administer and implement the school behavior and discipline code.

Principals and school faculty shall use these guidelines for responses to behavior. Responses and interventions are at the discretion of the school principals. Suspension is required if the behavior is a Zero Tolerance Offense.[2]

INVESTIGATION AND DUE PROCESS

Before school authorities take any disciplinary action, they will investigate to determine the truth of what happened. For minor offenses, when corrective measures are taken by the classroom teacher, no formal procedure is required. However, the teacher should make an inquiry into the incident to ensure that the offender is accurately identified, and that the student understands the nature of the offense and the associated consequences.

In cases of possible suspension or expulsion, the student will be advised of the nature of the alleged misconduct, questioned about it, and allowed to explain (in writing if possible) or rebut the accusation. Students may be questioned by teachers, principals, or other school officials about any matter pertaining to the operation of a school or the enforcement of rules. Questioning will be conducted discreetly to avoid unnecessary embarrassment to the student being questioned. Any student answering falsely, evasively, or refusing to answer a question or refusing to be properly searched will be subject to disciplinary action, including suspension. KCS Codes of Conduct and disciplinary policies apply to students' conduct on school buses, school property, and school-sponsored outings or when student conduct causes substantial disruption to the educational/learning environment.

School expectations shall contain the type of behavior expected from each student, the consequences of failure to obey such standards and the importance of the standards to the maintenance of a safe learning environment where orderly learning is possible and encouraged. ~~Each code shall address the topics of language used by students, respect for all school employees, fighting, threats, bullying/harassment, weapons on school property or at school functions, damage to the property, automated external~~

~~defibrillator, or person of others, misuse or destruction of school property, drug or alcohol abuse, the sale or distribution of drugs or alcohol, student conduct on school property, conduct in classes and such other subjects as the local school shall choose to include.~~ All such expectations shall be uniform to the extent of maximum consideration for the safety and well-being of students and employees.[2]

A copy of the school expectations shall be posted at each school and school counselors and teachers shall be supplied copies for discussion with students. All schools shall reference Board Policy in their school expectations. All teachers, administrative staff and parents shall be provided access to copies of school expectations and code of conduct.

Cross Reference:

- Knox County Board of Education Policies G-220 "Harassment of Employees" and G-221 "Employee Whistleblower Protection."

Legal Reference:

- T.C.A. § 49-6-801 et. seq.

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Code of Behavior and Discipline**	Descriptor Code: **J-190**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **12/23**

The Director of Schools shall be responsible for the overall implementation and supervision of the Board's policies of behavior and discipline and shall ensure that students at all schools are subject to a uniform and fair application of the policies.

CODES OF CONDUCT

The Board delegates the responsibility of developing specific codes of conduct appropriate for each school level to the Director of Schools. Students in pre-kindergarten are not subject to the standard code of conduct, and alternative disciplinary approaches should be implemented. All K-12 students will be disciplined through a trauma-informed and restorative lens. Exclusionary discipline shall only be used as a measure of last resort. The development of each code shall involve principals and staff members at each grade band and shall be based on evidence-based behaviors, supports, interventions and a restorative student transition.

STAFF RESPONSIBILITIES

The principal of each school shall be responsible for implementation and administration in the school and shall apply the policies uniformly and fairly to each student at the school without partiality and discrimination. Any school administrator or employee who, after a proper investigation, is found to have knowingly engaged in discrimination toward a student(s) on the basis of race, creed, color, national origin, religion or sex, will be subject to disciplinary action, including, but not limited to, termination of employment. A finding against an employee of knowing failure to report discrimination and/or otherwise act against discrimination, including, but not limited to the failure to discipline another employee with a finding of discrimination, will be subject to the same type of disciplinary action.[1]

Staff members have the authority to enforce the code of conduct and shall ensure that disciplinary measures are implemented in a manner that:

- Balances accountability with an understanding of traumatic behavior;
- Teaches and provides opportunities for students to practice school and classroom rules while reinforcing that violent or abusive behavior is not allowed at school;
- Minimizes disruptions to education with an emphasis on positive behavior support and/or behavioral intervention plans;
- Creates consistent and positive rules and consequences; and
- Models respectful, non-violent relationships.

DISCIPLINE GUIDELINES

The KCS Discipline Guidelines, described in detail in Administrative Procedure AP-J-191, include levels of possible responses to inappropriate behavior. Each behavior is assigned to one or more levels of

response. Principals and school staff should use the levels suggested for each behavior. If a behavior is assigned to two or more levels of response, the lowest level of intervention should generally be used first. Behaviors are likewise defined in Administrative Procedure AP-J-191.

When choosing a higher-level response within the range of possible responses, an administrator should consider:

- The student's age, health, disability, decision-making ability, and prior discipline history;
- The student's willingness to repair the harm;
- The seriousness of the act;
- The potential to cause harm or the harm caused, including any injuries;
- The extent of actual disruption to the learning environment; and
- Whether the act was intentional, knowing, or reckless.

The administration will document the discipline referral and the reasons for using the selected response. In each case, KCS administrators and staff will apply consequences to minimize the amount of instructional time lost while providing a safe and orderly learning environment. It is the duty of school principals to administer and implement the school behavior and discipline code.

Principals and school faculty shall use these guidelines for responses to behavior. Responses and interventions are at the discretion of the school principals. Suspension is required if the behavior is a Zero Tolerance Offense.[2]

INVESTIGATION AND DUE PROCESS

Before school authorities take any disciplinary action, they will investigate to determine the truth of what happened. For minor offenses, when corrective measures are taken by the classroom teacher, no formal procedure is required. However, the teacher should make an inquiry into the incident to ensure that the offender is accurately identified, and that the student understands the nature of the offense and the associated consequences.

In cases of possible suspension or expulsion, the student will be advised of the nature of the alleged misconduct, questioned about it, and allowed to explain (in writing if possible) or rebut the accusation. Students may be questioned by teachers, principals, or other school officials about any matter pertaining to the operation of a school or the enforcement of rules. Questioning will be conducted discreetly to avoid unnecessary embarrassment to the student being questioned. Any student answering falsely, evasively, or refusing to answer a question or refusing to be properly searched will be subject to disciplinary action, including suspension. KCS Codes of Conduct and disciplinary policies apply to students' conduct on school buses, school property, and school-sponsored outings or when student conduct causes substantial disruption to the educational/learning environment.

School expectations shall contain the type of behavior expected from each student, the consequences of failure to obey such standards and the importance of the standards to the maintenance of a safe learning environment where orderly learning is possible and encouraged. All such expectations shall be uniform to the extent of maximum consideration for the safety and well-being of students and employees.[2]

A copy of the school expectations shall be posted at each school and school counselors and teachers shall be supplied copies for discussion with students. All schools shall reference Board Policy in their school expectations. All teachers, administrative staff and parents shall be provided access to copies of school expectations and code of conduct.

Cross Reference:

- Knox County Board of Education Policies G-220 “Harassment of Employees” and G-221 “Employee Whistleblower Protection.”

Legal Reference:

- T.C.A. § 49-6-801 et. seq.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-191

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading to rescind Knox County Board of Education Policy J-191 "Misbehaviors and Disciplinary Options" - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-191 Recommended for Rescission

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Misbehaviors and Disciplinary Options**	Descriptor Code: **J-191**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **8/25**

The behavior code addresses the language used by students, respect for all school employees, fighting, threats, bullying, harassment, weapons on school property or at school functions, damage to the property of person or others, misuse or destruction of school property, drug or alcohol abuse, the sale or distribution of drugs or alcohol, student conduct on school property, conduct in classes, and conduct on school buses. A teacher, principal, school employee or school bus driver may use reasonable force in compliance with Tennessee law when necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another person.[1,2]

In accordance with state law,[1] a teacher, principal, or school employee may use a "physical holding restraint" or isolation for a special education student in an emergency situation, which means that the student's behavior poses a threat to the physical safety of the student or others nearby. School personnel shall act in accordance with all applicable state and federal laws, including but not limited to Tennessee Code Annotated § 49-10-1303 to 1035.

When students are disruptive or act inappropriately, school staff and principals are expected to respond logically, appropriately, and consistently to provide a safe orderly school environment for all students. The Knox County Schools Discipline Guidelines describe five levels of behavior, increasing in seriousness from a Level 1 Behavior to a Level 5 Behavior (see chart below). The KCS Student Support Guidelines will be utilized in addressing discipline consequences. The use of Restorative Practices shall be used to the greatest extent practicable in schools where the training has been completed.

The KCS Discipline Guidelines also include levels of possible responses to inappropriate behavior (Response A through E). Each behavior is assigned to one or more of these levels of response. Principals and school staff should use the levels suggested for each behavior. If a behavior is assigned to two or more levels of response, the lowest level of intervention should generally be used first. Behaviors are defined in the KCS Behavior Definitions Table attached to this policy.

When choosing a higher-level response within the range of possible responses, an administrator should consider:

- the student's age, health, disability, decision-making ability and prior discipline history;
- the student's willingness to repair the harm;
- the seriousness of the act;
- the potential to cause harm or the harm caused, including any injuries caused;
- the extent of actual disruption to the learning environment; and
- whether the act was intentional, knowing, or reckless.

The administration will document in the discipline referral the reasons for using the selected response. In each case, KCS administrators and staff will apply consequences to minimize the amount of instructional time lost and provide a safe and orderly learning environment. It is the duty of school principals to administer and implement the school behavior and discipline code.[3] Principals and school faculty shall use these guidelines for responses to behavior. Responses and interventions are at the discretion of the school principals. Suspension is required if the behavior is a Level 5, Zero Tolerance Offense.

Administrators may consider an extended suspension (suspension over 45 days) when a student's behavior or culmination of behaviors pose an on-going safety concern to the school, staff, and/or students. Administrators must notify a KCS Regional Director prior to an extended suspension assignment.

Behaviors	Intervention Response	Suspension Out of School (under 10 days)	Extended Suspension Out of School (over 10 days)
Level 1 Behaviors	A	No	No
Dress Code Violation	A	No	No
Vehicle Violation	A	No	No
Tardy to School	A	No	No
Tardy to Class	A	No	No
Public Display of Affection (PDA)	A	No	No
Level 2 Behaviors			
Repeated violations of a pattern of Level 1, with evidence of implemented intervention (See mandatory interventions)	A,B	No	No
Class Cut	A,B	No	No
Profanity/Abusive Language in School	A,B	No	No
Unauthorized Area	A,B	No	No
Failure to Serve Detention	A,B	No	No
Inappropriate Physical Contact/Horseplay	A,B	No	No
Level 3 Behaviors			
Repeated violations of a pattern of Level 2 Behaviors, with evidence of implemented intervention (See mandatory interventions)	B,C,D	Yes	No
Cheating/Gambling	A,B,C	Yes	No
Obscene Material	A,B,C	Yes	No
Possession of Prescription or Non-Prescription Medication/CBD Oils	A,B,C	Yes	No
Trespassing on School Grounds	A,B,C	Yes	No
Falsify/Forgery of Records	A,B,C	Yes	No
Disruption of Class or School Environment	B,C	Yes	No
Non-Compliance with Staff Request	B,C	Yes	No
Profanity/Abusive Language to Staff	B,C	Yes	No
Theft of Property (Under $1,000)	B,C	Yes	No
Bus Misconduct	B,C	Yes	No
Possession or Use of Tobacco Products (including electronic cigarettes/vaping devices and products/nicotine devices and products)	B,C	Yes	No
Leaving School Grounds without permission	B,C	Yes	No
Electronic Device Violation	A,B,C	Yes	No
Tamper-Fire Alarm	B,C,D	Yes	No
Possession or Use of Fireworks, Lighters, and other flammable items	B,C,D	Yes	No
Vandalism/Damage of Property	B,C,D	Yes	No

Behaviors	Intervention Response	Suspension Out of School (under 10 days)	Extended Suspension Out of School (over 10 days)
Level 3 Behaviors (continued)			
Threat Class 1	B,C,D	Yes	No
Fighting	C,D,E	Yes	Yes
Bullying	C,D,E	Yes	Yes
Cyberbullying	C,D,E	Yes	Yes
Harassment	C,D,E	Yes	Yes
Sexual Harassment	C,D,E	Yes	Yes
Possession of Drug Paraphernalia	C,D,E	Yes	Yes
Possession, Use or Distribution of Vape Devices or Products (Non-THC)	C,D,E	Yes	Yes
Level 4 Behaviors			
Repeated violations of a pattern of Level 3 Behaviors, with evidence of implemented intervention (See mandatory interventions)	D,E	Yes	Yes
Theft of Property (over $1,000)	D,E	Yes	Yes
Breaking/Entering	D,E	Yes	Yes
Gang Activity	D,E	Yes	Yes
Threat Class 2	D,E	Yes	Yes
Under the Influence	D,E	Yes	Yes
Possession, Use or Distribution of Alcohol	D,E	Yes	Yes
Sexual Misconduct	D,E	Yes	Yes
Level 5 Behaviors			
Repeated violations of a pattern of Level 4 Behaviors, with evidence of implemented intervention (See mandatory interventions)	D,E	Yes	Yes
Assault of Staff	D,E	Yes	Yes
Assault of Student	D,E	Yes	Yes
Aggravated Assault of Student	D,E	Yes	Yes
Sexual Battery (Assault)	D,E	Yes	Yes
Possession of Weapon other than Firearm (A lesser disciplinary response may be used following school-based investigation)	E	Yes	Yes
Bomb Threat	E	Yes	Yes
Felony Behavior	E	Yes	Yes
Possession, Use or Distribution of Illegal Drugs/ANY substance containing THC	E	No	(ZT) Yes*
Aggravated Assault and Battery of Teachers or Staff	E	No	(ZT) Yes *
Possession of Explosive or Incendiary Device	E	No	(ZT) Yes*
Possession of Handgun, Rifle or Shotgun	E	No	(ZT) Yes*
Threat of Mass Violence on School Property or at a School-Related Event or Function	E	No	(ZT) Yes*

Intervention Response Guidelines

When choosing a higher-level response within the range of possible responses, an administrator should consider the student's age, health, disability, decision-making ability, prior discipline history, willingness to repair the harm, serious of the act, potential to cause harm or the harm caused, the extent of actual disruption to the learning environment, and whether the act was intentional.

Intervention Response A

- Student tells his/her side of the story and the parent/legal guardian is notified.
- Teacher or designated staff has a restorative conversation with the student.
- Teacher or designated staff determines whether to involve additional school support staff.
- One or more classroom management strategies or intervention supports are initiated. Student's individual needs and abilities should be considered when choosing interventions.

Intervention Response B

- Student tells his/her side of the story and has the opportunity to write a statement.
- Administrator communicates with parent/legal guardian and determines whether to involve additional school staff.
- Documentation of prior interventions is reviewed with the parent/legal guardian.
- One or more additional interventions are initiated or revised as appropriate. New interventions should be considered if previous interventions have been unsuccessful.
- If necessary, administrators may assign an alternate learning location within the school for up to two (2) days.
- If response has been escalated as a result of a repeated pattern of Level 1 Behaviors, administrators could refer a student to the Whole Child Support Team as an intervention in Response B.

Intervention Response C

- Student tells his/her side of the story and has the opportunity to write a statement.
- Administrator communicates with parent/legal guardian and determines whether to involve additional school staff.
- Documentation of prior interventions is reviewed with the parent/legal guardian.
- One or more additional interventions are initiated or revised as appropriate. New interventions should be considered if previous interventions have been unsuccessful.
- If necessary, administrators may assign an alternate learning location within the school for up to three (3) days OR one (1) to four (4) days of out of school suspension.
- A restorative conference should be considered upon re-entry depending on the nature and level of harm caused by the behavior.
- If response has been escalated as a result of a repeated pattern of Level 2 Behaviors, administrators could refer a student to the Whole Child Support Team as an intervention in Response C.

Intervention Response D

- Student tells his/her side of the story and has the opportunity to write a statement.
- Administrator communicates with parent/legal guardian and determines whether to involve additional school staff.
- Documentation of prior interventions is reviewed with the parent/legal guardian.
- One or more additional interventions are initiated or revised as appropriate. New interventions should be considered if previous interventions have been unsuccessful.

- If necessary, administrators may assign five (5) to ten (10) days of out of school suspension.
- A restorative conference is required upon re-entry to school.
- Any out of school suspension over four (4) days requires a disciplinary hearing.

Intervention Response E

- Student tells his/her side of the story and has the opportunity to write a statement.
- Administrator communicates with parent/legal guardian and determines whether to involve additional school staff.
- Documentation of prior interventions is reviewed with the parent/legal guardian.
- One or more additional interventions are initiated or revised as appropriate. New interventions should be considered if previous interventions have been unsuccessful.
- If necessary, administrators may assign eleven (11) to forty-five (45) days of out of school suspension.
- A restorative conference is required upon re-entry to school.
- Any out of school suspension over four (4) days requires a disciplinary hearing.

NOTE:

- All interventions are to be documented.
- All out of school suspensions over five (5) days must be referred to School Support Teams prior to a disciplinary hearing.
- Students with patterns of suspension could be referred to the School Support Teams as well.

ADDITIONAL GUIDELINES

1. A student shall not be suspended solely because charges are pending against him/her in juvenile or other court;
2. A principal shall not impose successive short term suspensions that cumulatively exceed ten (10) days for the same offense;
3. A teacher or other school official shall not reduce or authorize the reduction of a student's grade solely on the basis of discipline problems except in deportment or citizenship;[4,5]
4. A student shall not be denied the passing of a course or grade promotion solely on the basis of absences except as provided by Board policy;
5. A student shall not be denied the passing of a course or grade promotion solely on the basis of failure to:
   a. pay any activity fee;
   b. pay a library or other school fine;
   c. make restitution for lost or damaged school property
6. Any student who is expelled may request modification pursuant to J-191 from the Director of Schools.[4]
7. If a student is determined, via a fair and thorough investigation made by the principal or the principal's appointed representative, to have acted in self-defense under a reasonable belief that the student, or another to whom the student was coming to the defense of, may have been facing the threat of imminent danger of death or serious bodily injury, which the student honestly believed to be real at that time, then, at the principal's recommendation, the student may not face any disciplinary action.[4]
8. A student who commits an assault, as defined in T.C.A. § 39-13-101, against an employee of Knox County Schools in the school where the student is enrolled, shall, in addition to the discipline assigned herein, be suspended from attendance at all school-sponsored events for no less than one (1) calendar year, unless modified by the Director of Schools.[4]

OUTSIDE CONDUCT

Knox County Schools has the ability to reassign or place a student at a particular KCS school, if the student has engaged in off campus criminal behavior that results in a student being legally charged with an offense that would be classified as a felony if the student was charged as an adult or if adjudicated delinquent for an offense that would be classified as a felony if the student was an adult, or if the student was convicted of a felony, **and** the student's continued presence in school poses a danger to persons or property or disrupts the education process. Such an action is not discipline.[4]

Legal References:

1. T.C.A. § 49-10-1303 through § 49-10-1305.
2. T.C.A. § 49-6-4107.
3. T.C.A. § 49-6-4106.
4. T.C.A. § 49-6-3401.
5. T.C.A. § 49-6-3402.

KCS Behavior Definitions Table is attached and included in this policy.

KNOX COUNTY SCHOOLS BEHAVIOR DEFINITIONS		
Code	**Behavior**	**Definition**
35	Aggravated Assault and Battery of Teacher or Staff	Intentionally or knowingly causing serious bodily injury or the use of weapon to any KCS employee and/or SRO.
36	Aggravated Assault of Student	Intentionally, knowingly, or recklessly committing an unprovoked physical attack on another student that causes injuries requiring medical attention beyond general first aid. Could also include two or more students intentionally causing or attempting to cause physical injury to another. Also includes the use of any weapon.
32	Assault of Staff	An intentional or reckless act that causes or has the potential to cause physical harm to a teacher or school staff on school grounds or at a school-sponsored activity.
33	Assault of Student	Intentionally, knowingly, or recklessly committing an unprovoked physical attack on another student. Minor physical contact, such as pushing or shoving, does not constitute assault. A child may not receive the same disciplinary consequence for their involvement in an altercation, if the school administrator determines that they acted in self-defense to protect themselves from physical harm. (TCA 49-6-3401) Response E may only be used if the attack was premeditated and if the student committing the act presents an ongoing safety risk to others. When Response E is used, evidence of premeditation and safety risk must be listed in the discipline referral.
27	Bomb Threat	Intentionally making a false report of potential harm from a bomb, dynamite, explosive or arson-causing device.
74	Breaking/Entering	Breaking in or onto any district property that includes any unauthorized entry into school property with or without destruction to the property. Includes breaking into student or staff property.
29	Bullying	Bullying is defined as unwanted, aggressive behavior that involves power imbalance. The behavior is repeated over time. The imbalance of power involves the use of physical strength, access to embarrassing information, or popularity to control or harm others. If bullying is repeated over time and persists after documented administrative intervention, expulsion may result.
51	Bus Misconduct	Engaging in conduct or behavior, which interferes with the orderly, safe, and timely transportation of students.

Code	Behavior	Definition
72	Cheating	Copying from another's test paper; using material during a test which is not authorized by the person giving the test; collaborating with another student during the test without authorization; knowingly using, buying, selling, stealing, transporting, or soliciting, in whole or part, the contents of an unadministered test; substituting for another student or permitting another student to substitute for one's self to take a test; bribing another person to obtain a test that is to be administered; or securing copies of the test or answers to the test in advance of the test. Cheating includes: Plagiarizing (appropriating another's work and using it as one's own for credit without the required citation and attribution, e.g., copying written work from the Internet, or any other source). Student may still be assigned classroom disciplinary action in addition to typical behavior intervention.
59	Class Cut	Failing to attend a scheduled class or activity without authorization.
97	Cyberbullying	Cyberbullying is bullying that takes place using electronic technology. Electronic technology includes devices and equipment such as cell phones, computers, and tablets, as well as communication tools including social media sites, text messages, chat, and websites. Examples may include mean text messages or emails, rumor sent by email or posted on social network sites, and embarrassing pictures, videos, websites, or fake profiles.
60	Disruption of Class or School Environment	Intentionally disrupting the school environment to the extent the learning of other students or the normal functioning of the school is impaired. The discipline referral should include evidence demonstrating learning or the normal functioning of the school was significantly impaired.
68	Dress Code Violation	Wearing clothing that does not comply with the school's standard school attire policy or requirements for appropriate dress.
80	Failure to Serve Detention	Failure to follow through with an agreed upon detention.
71	Falsify/Forgery of Records	Falsifying or altering school records, including, but not limited to, written, electronic or digital school records. Writing and using the signature or initials of another person for an unauthorized purpose.
87	Felony Behavior	Off campus criminal behavior that results in the student being legally charged with an offense that would be classified as a felony if the student was charged as an adult or if adjudicated delinquent for an offense that would be classified as a felony if the student was an adult, or if the student was convicted of a felony, and the student's continued presence in school poses a danger to persons or property or disrupts the educational process. - See more at: http://codes.findlaw.com/tn/title-49-education/tn-code-sect-49-6-3401.html#sthash.PRRGW8uY.dpuf
30	Fighting	Mutual participation in an incident involving physical violence.

Code	Behavior	Definition
41	Gambling	Gambling is the wagering of something of value on an event with an uncertain outcome with the intent of winning something of value. Gambling thus requires three elements to be present: consideration, risk, and a prize.
86	Gang Activity	Possessing or displaying symbols or paraphernalia of a gang or of a violent and disruptive group. Participating in the recruitment or initiation of students into a gang or a violent and disruptive group.
65	Harassment	Harassment is any unwelcome conduct that is severe, pervasive or persistent and creates a hostile environment that interferes with or limits a student's ability to participate in or benefit from services, activities, or opportunities offered by a school. Harassment meets one or more of the following criteria: is an act directed at one or more students that is received as harmful or embarrassing; is directed at one or more students; substantially interferes with educational opportunities, benefits, or programs of one or more students; substantially affects the ability of a student to participate in or benefit from the school district's educational programs or activities by placing the student in reasonable fear of physical harm or by causing emotional distress; is based on a student's actual or perceived distinguishing characteristic, or is based on an association with another person who has or is perceived to have any distinguishing characteristics; is repeated over time – is severe, persistent, and pervasive; causes mental duress, or psychological trauma to the victim.
83	Electronic Device Violation	Violation of Policy J-240, or inappropriate use of the internet or other personal electronic devices such as Bluetooth earbuds, cameras, recorders, etc.
93	Inappropriate Physical Contact/Horseplay	Engaging in minor physical contact with another student, such as pushing, bumping or horseplay.
85	Leaving School Grounds without Permission	Leaving school grounds without the permission of school officials.
61	Non-Compliance with Staff Request	Refusing to follow staff directives or comply with assigned disciplinary responses.
77	Obscene Material	Any material found that depraves or disrupts the educational process of the school. (on paper or electronically).
96	Possession of Drug Paraphernalia	Possessing any material used to produce or consume illegal drugs. Drug paraphernalia includes, but is not limited to bongs, roach clips, miniature spoons and pipes used to consume illegal drugs.

Code	Behavior	Definition
20	Possession of Explosive or Incendiary Device	Possession of any destructive device, which includes any explosive, incendiary device, or poison gas, including bombs, grenades, rockets, missiles, mines, and similar devices. Fireworks are not considered an explosive.
18	Possession of Handgun, Rifle or Shotgun	Possession of a firearm or bringing a firearm to school. This includes, but is not limited to, handguns, rifles and shotguns. As required by state and federal law, any student who brings a weapon to school will be referred to law enforcement.
21	Possession of Non-Lethal Firearm	Possessing a non-lethal firearm, weapon replica, BB gun, airgun, air soft gun, pellet gun, cap gun, or toy gun. Response E may only be utilized if possession of the non-lethal firearm or replica causes actual risk of harm to students. The specific nature of the risk must be documented in the discipline referral.
16	Possession of Prescription or Non-Prescription Medication, including CBD oils NOT containing THC	Possession of prescription or non-prescription medication which has not been registered with school. Includes medications that can be purchased over the counter. Includes possession of prescription medication that is registered to the student.
22	Possession of Weapon other than Firearm	Possessing, transmitting, or using a weapon, including: -A knife, razor blade, box cutter, or other similar instrument utilizing a razor blade -Ammunition, chains, nun-chucks, brass knuckles, or Billy clubs -An electric weapon or device, such as a Taser -Capsicum (Pepper spray) -Weapons similar to those listed above capable of causing serious bodily injury -Any weapons found on school grounds or at school functions will be confiscated and turned over to the appropriate authorities.
70	Possession or Use of Fireworks	Possessing or use of fireworks (firecrackers, bottle rockets, smoke bombs or other similar devices)
50	Possession or Use of Tobacco Products (including Electronic Cigarettes/vaping devices and products/nicotine devices and products)	Possessing or using any tobacco products, including but not limited to, cigarettes, cigars, vapor or e-cigarettes, any products designed for vaping, any nicotine products or chewing tobacco.
17	Possession, Use or Distribution of Illegal or Prescription Drugs, including CBD oils or substances containing THC	Unlawful possession, use, or distribution of drugs, including any controlled substance, controlled substance analog, or legend drug (prescription drug). Prohibited drugs include, but are not limited to, ketamine, bath salts, and salvia. Distribution of drugs is defined as the intentional exchange of any prohibited drug with or without monetary exchange. A referral to the school social worker will be made for any student found in violation of this code.

Code	Behavior	Definition
23	Possession, Use, or Distribution of Alcohol	Possessing, using, or being under the influence of alcoholic beverages or substances that have the potential to intoxicate. A referral to the school social worker will be made for any student found in violation of this code.
64	Profanity/Abusive Language	Using profane, inappropriate, or indecent language, such as cursing on school grounds or at school-sponsored activities.
63	Profanity/Abusive Language to Staff	Directing profane or indecent language toward a teacher, staff member or administrator.
82	Public Display of Affection	PDA includes, but is not limited to, physical or verbal conduct or communication of a sexual nature and sexual behavior between parties on school grounds or school-sponsored events.
	Repeated Violations of a pattern of Level 1 Behaviors, with evidence of implemented intervention (See mandatory interventions)	A repeated pattern of Type 1 behavior that continues after documentation of prior interventions. Two or more incidents of a Type 1 behavior may constitute a pattern. The discipline referral must include documentation of interventions implemented.
	Repeated Violations of a pattern of Level 2 Behaviors, with evidence of implemented intervention	A repeated pattern of Type 2 behaviors that continues after documentation of prior interventions. Two or more incidents of a Type 2 behavior may constitute a pattern. The discipline referral must include documentation of interventions implemented
	Repeated Violations of a pattern of Level 3 Behaviors, with evidence of implemented intervention	A repeated pattern of Type 3 behaviors that continues after documentation of prior interventions. Two or more incidents of a Type 3 behavior may constitute a pattern. The discipline referral must include documentation of interventions implemented.
	Repeated Violations of a pattern of Level 4 Behaviors, with evidence of implemented intervention	A repeated pattern of Type 4 behaviors that continues after documentation of prior interventions. Two or more incidents of a Type 4 behavior may constitute a pattern. The discipline referral must include documentation of interventions implemented.
34	Sexual Battery (Assault)	Unwanted sexual contact 1) with the use of force or coercion 2) against a person's will or 3) when the victim is unable to give consent.
31	Sexual Harassment	Engaging in unwelcome sexual advances, requests for sexual favors, or other physical or verbal conduct or communication of a sexual nature. Sexual harassment includes gender-based harassment that creates an intimidating, hostile or offensive educational or work environment.
94	Sexual Misconduct	Sexual Misconduct is a consensual sexual act on school grounds or at school related activities.
73	Tamper-Fire Alarm	The deployment of the school fire alarm system in the absence of an emergency.

Code	Behavior	Definition
55	Tardy to Class	Arriving late to class.
54	Tardy to School	Arriving late to school.
89	Theft of Property (Over $1000)	Taking the property of another individual or of the school without permission, with the intent of depriving the owner of the property. The value of the property is over $1000.
88	Theft of Property (Under $1000)	Taking the property of another individual or of the school without permission, with the intent of depriving the owner of the property. The value of the property taken is under $1000.
91	Threat: Class 1	A verbal, written, electronic, or gestured threat to cause harm to students or school staff. The threat must be one that would cause a person to reasonably fear bodily injury.
92	Threat: Class 2	A verbal, written, or electronic threat to cause harm to students or staff in which evidence exists that a student has a specific, credible plan to cause harm to staff or students. The threat must be one that would cause a person to reasonably fear bodily injury.
67	Trespassing on School Grounds	Entering or remaining on school property without authorization or when suspended.
57	Unauthorized Area	Being present in areas of the school without authorization.
15	Under the Influence	A student is under the influence when they have participated in taking a substance known to prohibit one's performance or behavior, prior to being either on campus or any school function or activity.
26	Vandalism/Damage of Property	Willfully destroying or defacing school or personal property.
66	Vehicle Violation	Operating any motorized or self-propelled vehicle on school grounds in a manner that is a threat to health and/or safety, or a disruption to the educational process. Failure to display required school parking pass or parking in an unauthorized area.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-193

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-193 "Student Suspension" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-193 Revisions

Policy J-193 Final

First Reading

Section J: Students	Knox County Board of Education Policy		
	Descriptor Term: **Student Suspension**	Descriptor Code: **J-193**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **12/23**

REASONS FOR SUSPENSION

Any principal, assistant principal, or administrative assistant[5] may suspend any student from attendance at school or any school-related activity on or off campus (out-of-school suspension) or from attendance at a specific class or classes, or from riding a school bus, without suspending such student from attendance at school for good and sufficient reasons including, but not limited to:[3]

1. Vulgar or profane language;
2. Violence or threatened violence against the person of any personnel attending or assigned to any school;
3. Fighting;
4. Damaging/defacing school property;
5. Possession or use of alcoholic beverage at school sponsored activities;
6. Possession or use of alcoholic beverage on school property;
7. Possession or use of illegal substances or any derivative or residue thereof, any drug paraphernalia other than that medically prescribed; or barbital or legend drugs;[4,6,7]
8. Theft, extortion, or gambling;
9. Possession or use of tobacco products;
10. Possession or use of a firearm (including but not limited to: any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; firearm silencer or muffler; incendiary; ammunition; or explosive device) on school property;[1,4,5]
11. Possession of a dangerous weapon (including but not limited to any dangerous instrument or substance which is capable of inflicting injury on any person);[4]
12. Assaulting an administrator or teacher with vulgar, obscene, or threatening language; or
13. Harassment, intimidation, hazing, bullying or cyber-bullying.
14. Behaviors causing safety concerns.

PROCEDURES FOR OUT-OF-SCHOOL SUSPENSION[1]

1. Except in an emergency, no administrator shall suspend any student until that student has been advised of the nature of his misconduct, questioned about it, and allowed to give an explanation.[1]

2. Upon suspension of any student, the administrator shall make an immediate attempt to contact the parent and/or legal guardian to inform them of the suspension. The student shall not be sent home before the end of the school day unless the parent and/or legal guardian has been contacted.

3. If the initial hearing results in suspension of four (4) days or fewer, the decision of the administrator for a short-term suspension shall be final and is not appealable above the school level. However, the parent may request a review of the suspension record for procedural correctness.[2]

4. The administrator shall notify the parent and/or legal guardian and Director of Schools or designee in writing:

    a. Of the suspension and the cause for it; and

    b. A request for a meeting with the parent and/or legal guardian, student and administrator, to be held as soon as possible, but no later than five (5) days following the out-of-school suspension.

5. Immediately following the scheduled meeting, whether or not attended by the parent and/or legal guardian or student, the administrator shall determine the length of the suspension and set conditions for readmission. If the administrator determines the suspension is long term, the administrator shall develop and implement a plan, which includes Restorative Practices, to the extent practicable in schools where training has been completed, for correcting the behavior when the student returns to school.

6. If at the time of the suspension the administrator determines that an offense has been committed which, in the judgment of the administrator, would justify a suspension for more than five (5) days, he or she may suspend the student unconditionally for a specified period of time or upon such terms and conditions as are deemed reasonable.

7. The administrator shall immediately give written or oral notice to the parent and/or legal guardian and the student of the right to appeal the decision to suspend for more than five (5) days. All appeals must be filed, orally or in writing, within five (5) days after receipt of the notice and may be filed by the parent and/or legal guardian, the student or any person holding a teaching license who is employed by the school system if requested by the student.

8. The appeal from this decision shall be to a disciplinary hearing authority appointed by the Board. The hearing shall be held no later than ten (10) days after the beginning of the suspension. The notice of the time and place of this hearing shall be given in writing to the parent and/or legal guardian and student by the disciplinary hearing authority.

9. After the hearing, the disciplinary hearing authority may:

    a. Order removal of the suspension unconditionally;

b. Order removal of the suspension upon such terms and conditions as it deems reasonable;

c. Assign the student to an alternative program;[10]

d. Assign the student to a night school;[4] or

e. Suspend the student for a specified period of time.

10. A written record of the proceedings, including a summary of the facts and the reasons supporting the decision, shall be made by the disciplinary hearing authority. The student or principal may within five (5) days of the decision request review by the Director of Schools.

11. After a review of the record, the Director of Schools may similarly take any action that is within the purview of the disciplinary hearing authority as stated in paragraph nine above. The student or principal may within five (5) days of the decision request review by the Board of Education.

12. After a review of the record, the Board may affirm the decision of the Director of Schools, modify the decision to a lesser penalty, or grant a hearing before the Board.

13. After the hearing, the Board may affirm the decision of the Director of Schools or modify the decision in any manner, including imposing a more severe penalty than that of the hearing If the suspension occurs during the last ten (10) days of any term or semester, the student shall be permitted to take such final examinations or submit such required work as necessary to complete the course of instruction for that semester, subject to conditions prescribed by the administrator.

All students shall be allowed to complete all missed work within a specified time to be determined by the administrator at the time of readmittance.

RESTORATIVE LEARNING CENTERS

Restorative Learning Centers (RLC) are part of Knox County Schools Restorative Practices tiered continuum of behavioral interventions and supports offered to all students. Staff trained in Restorative Practices support students by providing an opportunity to reflect on the disciplinary incident(s) that led to their RLC assignment. With staff assistance, students work toward a better understanding of how their behavior has affected others and opportunities to repair and restore relationships that may have been harmed are discussed. Students assigned to the Restorative Learning Center will be supervised at all times and will also be provided with the classwork and materials needed to complete current coursework. Students shall be required to complete academic assignments and will receive appropriate credit for work completed.

DISCIPLINE OF STUDENTS WITH DISABILITIES

1. School personnel may order a removal to the extent that the removal would be applied to students without disabilities under IDEA or Section 504/ADA, the removal of a student with a disability from the student's current educational placement for not more than ten (10) consecutive school days for any violation of school rules and additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change in placement).

A change of placement occurs if:

a. the removal is for more than ten (10) consecutive school days or

b. the student is subjected to a series of removals that constitute a pattern of exclusion because they cumulate to more than ten (10) school days in a school year; and, because of such factors such as the length of each removal, the total amount of time the student is removed and the proximity of the removals one to another.

Prior to removal that constitutes a change of placement, the student's IEP Team must meet and:

a. conduct a functional behavioral assessment and develop a behavior support plan if appropriate and

b. decide whether the offense was a manifestation of the student's physical or mental disabilities under the appropriate acts.

2. If the IEP Team determines that the offense is a manifestation of the student's physical or mental impairment, the student may not be suspended or expelled, but instead, must be placed in a setting that more appropriately accommodates both the student's needs and the manifested offense(s). If the IEP Team determines that the offense is not a manifestation of the student's physical or mental impairment, the student is treated as if he was not an eligible child and may be suspended or expelled by the local Board of Education. Either determination is subject to due process procedures and, upon challenge, placement shall be frozen pending the outcome of any administrative or judicial proceeding. If a student is suspended or expelled by the local Board of Education, educational services, as determined by the IEP Team, must be provided during the suspension or expulsion period. In extraordinary cases, where an eligible student considered to be dangerous to himself or others must, in the system's opinion, be removed from school for more than ten (10) days, the system has the following options:

a. reach an agreement with the parent(s) to change the student's placement, or

b. seek an injunction from the appropriate federal district court to permit the system to extend the suspension/expulsion period;

c. file an expedited due process request with the State Department of Education.

3. Students who are suspected by the system of being eligible are accorded the same due process rights as are eligible students.

Legal References:

1. T.C.A. § 49-6-3401.
2. Goss v. Lopez 419 U.S. 565 (Ohio, 1975).
3. T.C.A. § 49-6-501.
4. T.C.A. § 49-6-4201 - § 49-6-4203; T.C.A. § 39-17-1309.
5. 18 § U.S.C.A. 921.
6. Tennessee Drug Control Act of 1989 (T.C.A. § 39-17-401 through 432).
7. T.C.A. § 53-10-101.
8. T.C.A. § 49-6-3402.

Section J: Students	Knox County Board of Education Policy		
	Descriptor Term: **Student Suspension**	Descriptor Code: **J-193**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **12/23**

REASONS FOR SUSPENSION

Any principal, assistant principal, or administrative assistant[5] may suspend any student from attendance at school or any school-related activity on or off campus (out-of-school suspension) or from attendance at a specific class or classes, or from riding a school bus, without suspending such student from attendance at school for good and sufficient reasons including, but not limited to:[3]

1. Vulgar or profane language;
2. Violence or threatened violence against the person of any personnel attending or assigned to any school;
3. Fighting;
4. Damaging/defacing school property;
5. Possession or use of alcoholic beverage at school sponsored activities;
6. Possession or use of alcoholic beverage on school property;
7. Possession or use of illegal substances or any derivative or residue thereof, any drug paraphernalia other than that medically prescribed; or barbital or legend drugs;[4,6,7]
8. Theft, extortion, or gambling;
9. Possession or use of tobacco products;
10. Possession or use of a firearm (including but not limited to: any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; firearm silencer or muffler; incendiary; ammunition; or explosive device) on school property;[1,4,5]
11. Possession of a dangerous weapon (including but not limited to any dangerous instrument or substance which is capable of inflicting injury on any person);[4]
12. Assaulting an administrator or teacher with vulgar, obscene, or threatening language; or
13. Harassment, intimidation, hazing, bullying or cyber-bullying.
14. Behaviors causing safety concerns.

PROCEDURES FOR OUT-OF-SCHOOL SUSPENSION[1]

1. Except in an emergency, no administrator shall suspend any student until that student has been advised of the nature of his misconduct, questioned about it, and allowed to give an explanation.[1]

2. Upon suspension of any student, the administrator shall make an immediate attempt to contact the parent and/or legal guardian to inform them of the suspension. The student shall not be sent home before the end of the school day unless the parent and/or legal guardian has been contacted.

3. If the initial hearing results in suspension of four (4) days or fewer, the decision of the administrator for a short-term suspension shall be final and is not appealable above the school level. However, the parent may request a review of the suspension record for procedural correctness.[2]

4. The administrator shall notify the parent and/or legal guardian and Director of Schools or designee in writing:

    a. Of the suspension and the cause for it; and

    b. A request for a meeting with the parent and/or legal guardian, student and administrator, to be held as soon as possible, but no later than five (5) days following the out-of-school suspension.

5. Immediately following the scheduled meeting, whether or not attended by the parent and/or legal guardian or student, the administrator shall determine the length of the suspension and set conditions for readmission. If the administrator determines the suspension is long term, the administrator shall develop and implement a plan, which includes Restorative Practices, to the extent practicable in schools where training has been completed, for correcting the behavior when the student returns to school.

6. If at the time of the suspension the administrator determines that an offense has been committed which, in the judgment of the administrator, would justify a suspension for more than five (5) days, he or she may suspend the student unconditionally for a specified period of time or upon such terms and conditions as are deemed reasonable.

7. The administrator shall immediately give written or oral notice to the parent and/or legal guardian and the student of the right to appeal the decision to suspend for more than five (5) days. All appeals must be filed, orally or in writing, within five (5) days after receipt of the notice and may be filed by the parent and/or legal guardian, the student or any person holding a teaching license who is employed by the school system if requested by the student.

8. The appeal from this decision shall be to a disciplinary hearing authority appointed by the Board. The hearing shall be held no later than ten (10) days after the beginning of the suspension. The notice of the time and place of this hearing shall be given in writing to the parent and/or legal guardian and student by the disciplinary hearing authority.

9. After the hearing, the disciplinary hearing authority may:

    a. Order removal of the suspension unconditionally;

b. Order removal of the suspension upon such terms and conditions as it deems reasonable;

c. Assign the student to an alternative program;[10]

d. Assign the student to a night school;[4] or

e. Suspend the student for a specified period of time.

10. A written record of the proceedings, including a summary of the facts and the reasons supporting the decision, shall be made by the disciplinary hearing authority. The student or principal may within five (5) days of the decision request review by the Director of Schools.

11. After a review of the record, the Director of Schools may similarly take any action that is within the purview of the disciplinary hearing authority as stated in paragraph nine above. The student or principal may within five (5) days of the decision request review by the Board of Education.

12. After a review of the record, the Board may affirm the decision of the Director of Schools, modify the decision to a lesser penalty, or grant a hearing before the Board.

13. After the hearing, the Board may affirm the decision of the Director of Schools or modify the decision in any manner, including imposing a more severe penalty than that of the hearing If the suspension occurs during the last ten (10) days of any term or semester, the student shall be permitted to take such final examinations or submit such required work as necessary to complete the course of instruction for that semester, subject to conditions prescribed by the administrator.

All students shall be allowed to complete all missed work within a specified time to be determined by the administrator at the time of readmittance.

RESTORATIVE LEARNING CENTERS

Restorative Learning Centers (RLC) are part of Knox County Schools Restorative Practices tiered continuum of behavioral interventions and supports offered to all students. Staff trained in Restorative Practices support students by providing an opportunity to reflect on the disciplinary incident(s) that led to their RLC assignment. With staff assistance, students work toward a better understanding of how their behavior has affected others and opportunities to repair and restore relationships that may have been harmed are discussed. Students assigned to the Restorative Learning Center will be supervised at all times and will also be provided with the classwork and materials needed to complete current coursework. Students shall be required to complete academic assignments and will receive appropriate credit for work completed.

DISCIPLINE OF STUDENTS WITH DISABILITIES

1. School personnel may order a removal to the extent that the removal would be applied to students without disabilities under IDEA or Section 504/ADA, the removal of a student with a disability from the student's current educational placement for not more than ten (10) consecutive school days for any violation of school rules and additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change in placement).

A change of placement occurs if:

a. the removal is for more than ten (10) consecutive school days or

b. the student is subjected to a series of removals that constitute a pattern of exclusion because they cumulate to more than ten (10) school days in a school year; and, because of such factors such as the length of each removal, the total amount of time the student is removed and the proximity of the removals one to another.

Prior to removal that constitutes a change of placement, the student's IEP Team must meet and:

a. conduct a functional behavioral assessment and develop a behavior support plan if appropriate and

b. decide whether the offense was a manifestation of the student's physical or mental disabilities under the appropriate acts.

2. If the IEP Team determines that the offense is a manifestation of the student's physical or mental impairment, the student may not be suspended or expelled, but instead, must be placed in a setting that more appropriately accommodates both the student's needs and the manifested offense(s). If the IEP Team determines that the offense is not a manifestation of the student's physical or mental impairment, the student is treated as if he was not an eligible child and may be suspended or expelled by the local Board of Education. Either determination is subject to due process procedures and, upon challenge, placement shall be frozen pending the outcome of any administrative or judicial proceeding. If a student is suspended or expelled by the local Board of Education, educational services, as determined by the IEP Team, must be provided during the suspension or expulsion period. In extraordinary cases, where an eligible student considered to be dangerous to himself or others must, in the system's opinion, be removed from school for more than ten (10) days, the system has the following options:

a. reach an agreement with the parent(s) to change the student's placement, or

b. seek an injunction from the appropriate federal district court to permit the system to extend the suspension/expulsion period;

c. file an expedited due process request with the State Department of Education.

3. Students who are suspected by the system of being eligible are accorded the same due process rights as are eligible students.

Legal References:

1. T.C.A. § 49-6-3401.
2. Goss v. Lopez 419 U.S. 565 (Ohio, 1975).
3. T.C.A. § 49-6-501.
4. T.C.A. § 49-6-4201 - § 49-6-4203; T.C.A. § 39-17-1309.
5. 18 § U.S.C.A. 921.
6. Tennessee Drug Control Act of 1989 (T.C.A. § 39-17-401 through 432).
7. T.C.A. § 53-10-101.
8. T.C.A. § 49-6-3402.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-195

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-195 "Student Disciplinary Hearing Authority" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-195 Revisions

Policy J-195 Final

First Reading

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Student Disciplinary Hearing Authority**	Descriptor Code: **J-195**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **6/08**

The Board shall establish a Disciplinary Hearing Authority (DHA)[1] to conduct hearings for students who have been suspended for five (5) or more school days. The DHA shall consist of at least one (1) licensed employee of the Board of Education but no more than the number of members of the Board.

The notice of the time and place of the hearing shall be given in writing to the student/parent and principal by the Disciplinary Hearing Authority. The hearing must be held, a decision must be rendered, and notification of the decision must be provided to the parents and/or student and the principal no later than ten (10) days after the beginning of the suspension. Notification of the decision shall include a statement of the right of either party within five (5) days after receiving the decision to request a review by the ~~Board~~Director of Schools.

The DHA may take the following disciplinary actions:

1. Order removal of the suspension unconditionally;
2. Order removal of the suspension upon such terms and conditions as it deems reasonable;
3. Assign the student to alternative program;
~~4. Assign the student to a night school; or~~

~~5.~~4.Suspend the student for a specified period of time.

If a review of the hearing is requested by either the student or principal, the ~~Board~~Director of Schools shall review the record and shall:

1. Affirm the decision of the hearing authority; or
2. Modify the decision to a lesser penalty.~~; or~~
~~3. Grant a hearing before the Board.~~

Once a review has been completed and a decision has been made by the Director of Schools, the student/parent may request a further review from the Board. Any request for a hearing from the board must be made within five (5) days following the decision from the Director of Schools.

If the Board chooses to grant a hearing, it may:

1. Affirm the decision of the hearing authority; or
2. Modify the decision in any manner; or
3. Impose a more severe penalty than that of the hearing authority.

Legal Reference:

1. T.C.A. § 49-6-3401.

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Student Disciplinary Hearing Authority**	Descriptor Code: **J-195**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **6/08**

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The notice of the time and place of the hearing shall be given in writing to the student/parent and principal by the Disciplinary Hearing Authority. The hearing must be held, a decision must be rendered, and notification of the decision must be provided to the parents and/or student and the principal no later than ten (10) days after the beginning of the suspension. Notification of the decision shall include a statement of the right of either party within five (5) days after receiving the decision to request a review by the Director of Schools.

The DHA may take the following disciplinary actions:

1. Order removal of the suspension unconditionally;
2. Order removal of the suspension upon such terms and conditions as it deems reasonable;
3. Assign the student to alternative program;
4. Suspend the student for a specified period of time.

If a review of the hearing is requested by either the student or principal, the Director of Schools shall review the record and shall:

1. Affirm the decision of the hearing authority; or
2. Modify the decision to a lesser penalty.

Once a review has been completed and a decision has been made by the Director of Schools, the student/parent may request a further review from the Board. Any request for a hearing from the board must be made within five (5) days following the decision from the Director of Schools.

If the Board chooses to grant a hearing, it may:

1. Affirm the decision of the hearing authority; or
2. Modify the decision in any manner; or
3. Impose a more severe penalty than that of the hearing authority.

Legal Reference:

1. T.C.A. § 49-6-3401.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-196

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-196 "Admission of Suspended or Expelled Students" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-196 Revisions

Policy J-196 Final

First Reading

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Admission of Suspended or Expelled Students**	Descriptor Code: **J-196**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **1/24**

The Board may deny admission of any student who has been expelled or suspended from another school system even though the student changes his residence.

After a request for enrollment is made, the Director of ~~Enrollment~~ Discipline shall investigate the facts surrounding the suspension from the former school system. The Director of Student Discipline will meet with the family and make a recommendation to the Director of Schools to place the student in an alternative setting. The Director of Schools will bring the recommendation to the Board to approve or deny the request.

If the action of the Board is to deny admission, the Director of Schools shall, on behalf of the Board of Education, notify the Commissioner of Education of the decision.

Any school system that accepts enrollment of a student from another school system may dismiss the student if it is determined subsequent to the enrollment that the student has been suspended or expelled from the former school system.[1]

Legal Reference:

1. T.C.A. § 49-6-3401(f).

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Admission of Suspended or Expelled Students**	Descriptor Code: **J-196**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **1/24**

The Board may deny admission of any student who has been expelled or suspended from another school system even though the student changes his residence.

After a request for enrollment is made, the Director of Discipline shall investigate the facts surrounding the suspension from the former school system. The Director of Student Discipline will meet with the family and make a recommendation to the Director of Schools to place the student in an alternative setting. The Director of Schools will bring the recommendation to the Board to approve or deny the request.

If the action of the Board is to deny admission, the Director of Schools shall, on behalf of the Board of Education, notify the Commissioner of Education of the decision.

Any school system that accepts enrollment of a student from another school system may dismiss the student if it is determined subsequent to the enrollment that the student has been suspended or expelled from the former school system.[1]

Legal Reference:

1. T.C.A. § 49-6-3401(f).

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-211

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-211 "Harassment, Intimidation, and Bullying or Cyber-Bullying" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-211 Revisions

Policy J-211 Final

First Reading

Section J: Students	Knox County Board of Education Policy		
	Descriptor Term: **Harassment, Intimidation and Bullying or Cyber-Bullying**	Descriptor Code: **J-211**	Issued: **6/05**
		Reviewed: **3/26**	Revised: **10/24**

GENERAL

Knox County Schools prohibits acts of harassment, intimidation, bullying and cyber-bullying.[1, 3] A safe and courteous environment in school is necessary for students to learn and achieve. Harassment, intimidation or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate students in a safe and orderly environment; and since students learn by example, administrators, faculty, staff and volunteers should be positive role models in demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation or bullying. All Knox County Schools teachers and administrative personnel are responsible for ensuring this policy is faithfully implemented in all areas under their purview or direct supervision.

"Cyber-bullying" means bullying undertaken through the use of electronic devices;

"Electronic devices" include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, personal digital assistants (PDAs), computers, electronic mail, instant messaging, text messaging, and web sites;

"Harassment, intimidation or bullying" means any act that substantially interferes with a student's educational benefits, opportunities or performance. Conduct must be sufficiently severe, persistent, or pervasive to create a hostile educational environment or substantially disrupt the learning process.~~; and:~~

(A) If the act takes place on school grounds, at any school-sponsored activity, on school-provided equipment or transportation or at any official school bus stop, the act has the effect of:

(i) Physically harming a student or damaging a student's property:

(ii) Knowingly placing a student or students in reasonable fear of physical harm to the student or damage to the student's property;

(iii) Causing emotional distress to a student or students; or

(iv) Creating a hostile educational environment; or

(B) If the act takes place off school property or outside of a school-sponsored activity, it is directed specifically at a student or students and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

Other acts of violent behavior may include:

"Hazing," which involves any intentional or reckless act, on or off LEA property, by one student acting alone or with others that is directed against any other student, that endanger the mental or physical health or safety of that student or that induces or coerces a student to endanger that student's mental or physical health or safety. See T.C.A. § 49-2-120.[2]

"Hazing" does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with the initiation into or affiliation with any organization. When looking at the totality of the circumstances, harassment, bullying, cyber-bullying, or any other disruptive or violent behavior includes conduct such as gestures, verbal, written, graphic, ~~or~~verbal, graphic, or written acts, including electronically transmitted acts~~,~~ toward a student which is based on any actual or perceived trait or characteristic of the student and creates an educational environment that meets one or more of the following conditions:

- Places the student in reasonable fear or harm to the student's person or property;
- Has substantially detrimental effect on the student's physical or mental health;
- Has the effect of substantially interfering with the students' academic performance; or
- Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

All students are expected to refrain from acts of harassment, intimidation and bullying or cyber-bullying in any form and to be aware that such disciplinary measures as are appropriately assigned in Board policy J-191 will be utilized for the unacceptable behavior described above.

PREVENTION AND TRAINING

At the beginning of each school year, principals will provide this policy to parents and ensure that students are aware of the expectations for their behavior under this policy. This policy shall also be posted in the Board of Education policy page of the Knox County Schools website.

To promote and foster intergroup awareness, appreciation and understanding by students and staff of the diverse ethnic, racial, and cultural groups represented in the school district, United States, and the world, the Knox County Schools shall:

1. Provide on-going professional development for staff to prevent harassment, intimidation and bullying.

2. Implement practices to achieve safer and less violent schools for students, teachers and administrators through Restorative Practices, Positive Behavior Intervention Support.~~, and professional development regarding implicit biases. Unless the schedule is modified, training is expected to continue through 2019.~~

3. Endeavor to ensure that the curriculum does not promote stereotypical views of any group and recognizes the accomplishments and contributions of all peoples.

4. Provide a comprehensive digital citizenship training program at all levels.

REPORTING AND RESPONSE

Students who feel they are being harassed, bullied or intimidated may report this concern to any teacher or school administrator or the office of the Superintendent using any means of communication with which they feel comfortable. Students may report anonymously, and anonymous reports will be treated with the same level of urgency as all other reports.

All school employees are required to report alleged violations of this policy to the principal or the principal's designee for investigation and appropriate action. Submission of a written incident report to the principal is required by all district employees. Oral reports will also be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report. Once a report is received, the principal or his or her designee must initiate an investigation within forty-eight (48) hours for student well-being unless the need for additional time is appropriately documented. An appropriate intervention must be initiated within twenty (20) calendar days from the receipt of the report unless the need for more time is appropriately documented.[2] Parents of all students must be immediately informed if their student is involved in an act of harassment, intimidation, bullying or cyber-bullying. ~~Restorative practices will be used to the extent practicable in those schools where training has been completed.~~

A school employee, student or volunteer who possesses reliable information that a student has electronically transmitted a credible threat to cause bodily injury or death to another student or school employee shall report such information to the Principal or other school administrator. The Principal shall, in consultation with the appropriate district administrative personnel, make a determination regarding the disposition of the report with respect to appropriate investigations and disciplinary actions.[4]

Bullying or cyber-bullying, which meets the definitions in (A)(i), (A)(ii), or (B) cited above, after investigation, must be reported to law enforcement for the purposes of a report and notice to the parent or legal guardian.[7]

Failure to report reliable information about an electronically transmitted credible threat to a student or employee may result in disciplinary action for the student or employee withholding the information. If a volunteer fails to report such information, the volunteer may be restricted from volunteering at any further school-related activities.

A school employee, student or volunteer may not engage in reprisal or retaliation against a victim of, witness to, or person with reliable information about an act of harassment, intimidation, bullying or cyber-bullying.[5]

No student shall be the subject of reprisal for any report of bullying, harassment and intimidation. Students found to have perpetrated acts of reprisal shall be subject to appropriate disciplinary action as described in Board Policy J-191.[5, 6]

Consequences for a student found to have falsely accused another as a means of harassment, intimidation or bullying range from behavioral interventions up to and including suspension or expulsion, as permitted under Board Policy J-191.

The following factors will be considered in determining the appropriate response to students who commit one or more acts of harassment, intimidation, bullying or cyber-bullying:

1. The developmental level and maturity levels of the parties involved;

2. The levels of harm as determined by the student's ability to be educated in a safe and orderly environment;
3. The surrounding circumstances;
4. The nature of the behavior(s);
5. Past incidences or continuing patterns of behavior;
6. The relationships between the parties involved; and
7. The context in which the alleged incidents occurred.
8. ~~The efficacy of restorative practices with the students involved.~~

Consequences and appropriate remedial action for students who commit acts of harassment, intimidation or bullying may range from behavioral interventions up to and including suspension or expulsion. The appropriate action will be consistent with established Board policy, case law, and federal and state statutes.

Legal References:

1. If this concerns possible or alleged civil rights violations, please refer to Board Policy J-210. T.C.A. § 49-6-4501.
2. T.C.A. § 49-2-120.
3. T.C.A. § 49-6-4503.
4. T.C.A. § 49-6-4504.
5. T.C.A. § 49-6-4505(a).
6. T.C.A. § 49-6-4216(a)(2)(C) and § 49-6-4505(d).
7. T.C.A. § 39-17-308.

Section J: Students	Knox County Board of Education Policy		
	Descriptor Term: **Harassment, Intimidation and Bullying or Cyber-Bullying**	Descriptor Code: **J-211**	Issued: **6/05**
		Reviewed: **3/26**	Revised: **10/24**

GENERAL

Knox County Schools prohibits acts of harassment, intimidation, bullying and cyber-bullying.[1, 3] A safe and courteous environment in school is necessary for students to learn and achieve. Harassment, intimidation or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate students in a safe and orderly environment; and since students learn by example, administrators, faculty, staff and volunteers should be positive role models in demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation or bullying. All Knox County Schools teachers and administrative personnel are responsible for ensuring this policy is faithfully implemented in all areas under their purview or direct supervision.

"Cyber-bullying" means bullying undertaken through the use of electronic devices;

"Electronic devices" include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, personal digital assistants (PDAs), computers, electronic mail, instant messaging, text messaging, and web sites;

"Harassment, intimidation or bullying" means any act that substantially interferes with a student's educational benefits, opportunities or performance. Conduct must be sufficiently severe, persistent, or pervasive to create a hostile educational environment or substantially disrupt the learning process.

(A) If the act takes place on school grounds, at any school-sponsored activity, on school-provided equipment or transportation or at any official school bus stop, the act has the effect of:

(i) Physically harming a student or damaging a student's property:

(ii) Knowingly placing a student or students in reasonable fear of physical harm to the student or damage to the student's property;

(iii) Causing emotional distress to a student or students; or

(iv) Creating a hostile educational environment; or

(B) If the act takes place off school property or outside of a school-sponsored activity, it is directed specifically at a student or students and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

Other acts of violent behavior may include:

"Hazing," which involves any intentional or reckless act, on or off LEA property, by one student acting alone or with others that is directed against any other student, that endanger the mental or physical health or safety of that student or that induces or coerces a student to endanger that student's mental or physical health or safety. See T.C.A. § 49-2-120.[2]

"Hazing" does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with the initiation into or affiliation with any organization. When looking at the totality of the circumstances, harassment, bullying, cyber-bullying, or any other disruptive or violent behavior includes conduct such as gestures, verbal, written, graphic, or electronically transmitted acts toward a student which is based on any actual or perceived trait or characteristic of the student and creates an educational environment that meets one or more of the following conditions:

- Places the student in reasonable fear or harm to the student's person or property;
- Has substantially detrimental effect on the student's physical or mental health;
- Has the effect of substantially interfering with the students' academic performance; or
- Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

All students are expected to refrain from acts of harassment, intimidation and bullying or cyber-bullying in any form and to be aware that such disciplinary measures as are appropriately assigned in Board policy J-191 will be utilized for the unacceptable behavior described above.

PREVENTION AND TRAINING

At the beginning of each school year, principals will provide this policy to parents and ensure that students are aware of the expectations for their behavior under this policy. This policy shall also be posted in the Board of Education policy page of the Knox County Schools website.

To promote and foster intergroup awareness, appreciation and understanding by students and staff of the diverse ethnic, racial, and cultural groups represented in the school district, United States, and the world, the Knox County Schools shall:

1. Provide on-going professional development for staff to prevent harassment, intimidation and bullying.

2. Implement practices to achieve safer and less violent schools for students, teachers and administrators through Restorative Practices, Positive Behavior Intervention Support.

3. Endeavor to ensure that the curriculum does not promote stereotypical views of any group and recognizes the accomplishments and contributions of all peoples.

4. Provide a comprehensive digital citizenship training program at all levels.

REPORTING AND RESPONSE

Students who feel they are being harassed, bullied or intimidated may report this concern to any teacher or school administrator or the office of the Superintendent using any means of communication with which

they feel comfortable. Students may report anonymously, and anonymous reports will be treated with the same level of urgency as all other reports.

All school employees are required to report alleged violations of this policy to the principal or the principal's designee for investigation and appropriate action. Submission of a written incident report to the principal is required by all district employees. Oral reports will also be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report. Once a report is received, the principal or his or her designee must initiate an investigation within forty-eight (48) hours for student well-being unless the need for additional time is appropriately documented. An appropriate intervention must be initiated within twenty (20) calendar days from the receipt of the report unless the need for more time is appropriately documented.[2] Parents of all students must be immediately informed if their student is involved in an act of harassment, intimidation, bullying or cyber-bullying.

A school employee, student or volunteer who possesses reliable information that a student has electronically transmitted a credible threat to cause bodily injury or death to another student or school employee shall report such information to the Principal or other school administrator. The Principal shall, in consultation with the appropriate district administrative personnel, make a determination regarding the disposition of the report with respect to appropriate investigations and disciplinary actions.[4]

Bullying or cyber-bullying, which meets the definitions in (A)(i), (A)(ii), or (B) cited above, after investigation, must be reported to law enforcement for the purposes of a report and notice to the parent or legal guardian.[7]

Failure to report reliable information about an electronically transmitted credible threat to a student or employee may result in disciplinary action for the student or employee withholding the information. If a volunteer fails to report such information, the volunteer may be restricted from volunteering at any further school-related activities.

A school employee, student or volunteer may not engage in reprisal or retaliation against a victim of, witness to, or person with reliable information about an act of harassment, intimidation, bullying or cyber-bullying.[5]

No student shall be the subject of reprisal for any report of bullying, harassment and intimidation. Students found to have perpetrated acts of reprisal shall be subject to appropriate disciplinary action as described in Board Policy J-191.[5, 6]

Consequences for a student found to have falsely accused another as a means of harassment, intimidation or bullying range from behavioral interventions up to and including suspension or expulsion, as permitted under Board Policy J-191.

The following factors will be considered in determining the appropriate response to students who commit one or more acts of harassment, intimidation, bullying or cyber-bullying:

1. The developmental level and maturity levels of the parties involved;
2. The levels of harm as determined by the student's ability to be educated in a safe and orderly environment;
3. The surrounding circumstances;

4. The nature of the behavior(s);
5. Past incidences or continuing patterns of behavior;
6. The relationships between the parties involved; and
7. The context in which the alleged incidents occurred.

Consequences and appropriate remedial action for students who commit acts of harassment, intimidation or bullying may range from behavioral interventions up to and including suspension or expulsion. The appropriate action will be consistent with established Board policy, case law, and federal and state statutes.

Legal References:

1. If this concerns possible or alleged civil rights violations, please refer to Board Policy J-210. T.C.A. § 49-6-4501.
2. T.C.A. § 49-2-120.
3. T.C.A. § 49-6-4503.
4. T.C.A. § 49-6-4504.
5. T.C.A. § 49-6-4505(a).
6. T.C.A. § 49-6-4216(a)(2)(C) and § 49-6-4505(d).
7. T.C.A. § 39-17-308.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-212

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-212 "Student Conduct and Safe Relocation of Students" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-212 Revisions

Policy J-212 Final

First Reading

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Student Conduct and Safe Relocation of Students**	Descriptor Code: **J-212**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **2/24**

GENERAL

The staff is authorized to take reasonable measures to establish appropriate school behavior. Any professional employee, certified and non-certified, shall have the authority to control the conduct of any student while under the supervision of the school system. This authority shall extend to all activities of the school, including all games and public performances of athletic teams and other school groups, trips, excursions and all other activities under school sponsorship and direction.

Such measures may include the use of reasonable or justifiable force to restrain, physically relocate or correct students and maintain order if a student is unwilling to cooperate.[1]

Each principal shall fully support the employees' authority under this policy and fully implement the policy and procedures of the system and disseminate this policy to students, faculty, staff and parents or legal guardians of students.

This policy shall be used consistent with policies regarding student discipline and comply with all state and federal laws, including the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.), and Section 504 of the Rehabilitation Act (29 U.S.C. § 794). ~~regarding the placement of students.~~

STUDENT CONDUCT

A student shall not use violence, force, noise, coercion, threat, intimidation, fear, passive resistance or any other conduct which causes the disruption, interference or obstruction of any school purpose while on school property, in school vehicles or buses, or at any school-sponsored activity, function or event, whether on or off campus. Neither shall he urge other students to engage in such conduct.

No student shall plan to haze, engage in hazing, or commit any act that injures, degrades, or disgraces others. This includes verbal abuse, inappropriate remarks or touching, and/or threats against others.

A student in violation may receive punishment ranging from verbal reprimand to suspension and/or expulsion dependent on the severity of the offense and the offender's prior record.

SAFE RELOCATION OF STUDENTS

Knox County Schools Employees, including but not limited to administrators, teachers, school support staff, bus drivers, cafeteria workers and school security officers, who are directly responsible for a student's education or who otherwise interact with students within the scope of their assigned duties may relocate a student from the student's present location to another location when such relocation is necessary for the student's safety or the safety of others.[2]

If steps beyond the use of reasonable or justifiable force are required, the student shall be allowed to remain in place until local law enforcement officers or school security officers can be summoned to relocate the student or take the student into custody until such time as a parent or legal guardian can assume custody of the student.

Teachers are authorized to intervene in a physical altercation between two (2) or more students, or between a student and LEA employees using reasonable or justifiable force upon a student, if necessary, to end the altercation by relocating the student to another location.[2]

The Director of Schools will establish a procedure to record and maintain the details of each incident where a teacher or staff member relocates a student.

Legal References:

1. T.C.A. § 39-11-603, 609-614, 621-622.
2. T.C.A. § 49-6-4107.

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Student Conduct and Safe Relocation of Students**	Descriptor Code: **J-212**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **2/24**

GENERAL

The staff is authorized to take reasonable measures to establish appropriate school behavior. Any professional employee, certified and non-certified, shall have the authority to control the conduct of any student while under the supervision of the school system. This authority shall extend to all activities of the school, including all games and public performances of athletic teams and other school groups, trips, excursions and all other activities under school sponsorship and direction.

Such measures may include the use of reasonable or justifiable force to restrain, physically relocate or correct students and maintain order if a student is unwilling to cooperate.[1]

Each principal shall fully support the employees' authority under this policy and fully implement the policy and procedures of the system and disseminate this policy to students, faculty, staff and parents or legal guardians of students.

This policy shall be used consistent with policies regarding student discipline and comply with all state and federal laws, including the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.), and Section 504 of the Rehabilitation Act (29 U.S.C. § 794).

STUDENT CONDUCT

A student shall not use violence, force, noise, coercion, threat, intimidation, fear, passive resistance or any other conduct which causes the disruption, interference or obstruction of any school purpose while on school property, in school vehicles or buses, or at any school-sponsored activity, function or event, whether on or off campus. Neither shall he urge other students to engage in such conduct.

No student shall plan to haze, engage in hazing, or commit any act that injures, degrades, or disgraces others. This includes verbal abuse, inappropriate remarks or touching, and/or threats against others.

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If steps beyond the use of reasonable or justifiable force are required, the student shall be allowed to remain in place until local law enforcement officers or school security officers can be summoned to relocate the student or take the student into custody until such time as a parent or legal guardian can assume custody of the student.

Teachers are authorized to intervene in a physical altercation between two (2) or more students, or between a student and LEA employees using reasonable or justifiable force upon a student, if necessary, to end the altercation by relocating the student to another location.[2]

The Director of Schools will establish a procedure to record and maintain the details of each incident where a teacher or staff member relocates a student.

Legal References:

1. T.C.A. § 39-11-603, 609-614, 621-622.
2. T.C.A. § 49-6-4107.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-250

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-250 "Bus Conduct" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-250 Revisions

Policy J-250 Final

First Reading

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Bus Conduct**	Descriptor Code: **J-250**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **9/17**

The school bus is an extension of school activity; therefore, students shall conduct themselves on the bus in a manner consistent with the established standards for safety and classroom behavior.

While on the bus, s~~S~~tudents are under the supervision and control of the bus driver or school staff assigned to ride the bus~~while on the bus~~, and all reasonable directions given by them ~~driver~~ shall be followed.

Bus drivers shall inform a student's principal of any serious discipline problem and the principal may take disciplinary action as appropriate. A student may be denied the privilege of riding the bus if the principal determines that the student's behavior is such as to cause disruption on the bus, or if the student disobeys state or local rules and regulations pertaining to student transportation.

The suspension of a student from riding the school bus shall follow the same procedures as for any other school suspension.

Students who transfer from bus to bus while en route to and from school shall be expected to abide by the discipline policies adopted by the Board and rules adopted by the staff of the base school.

Legal Reference:

1. T.C.A. § 49-6-4102.

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Bus Conduct**	Descriptor Code: **J-250**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **9/17**

The school bus is an extension of school activity; therefore, students shall conduct themselves on the bus in a manner consistent with the established standards for safety and classroom behavior.

While on the bus, students are under the supervision and control of the bus driver or school staff assigned to ride the bus, and all reasonable directions given by them shall be followed.

Bus drivers shall inform a student's principal of any serious discipline problem and the principal may take disciplinary action as appropriate. A student may be denied the privilege of riding the bus if the principal determines that the student's behavior is such as to cause disruption on the bus, or if the student disobeys state or local rules and regulations pertaining to student transportation.

The suspension of a student from riding the school bus shall follow the same procedures as for any other school suspension.

Students who transfer from bus to bus while en route to and from school shall be expected to abide by the discipline policies adopted by the Board and rules adopted by the staff of the base school.

Legal Reference:

1. T.C.A. § 49-6-4102.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-280

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-280 "Alternative School Programs" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-280 Revisions

Policy J-280 Final

First Reading

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Alternative School Programs**	Descriptor Code: **J-280**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **10/24**

The Board shall operate an alternative school program for students in grades 6-12 who have been suspended or expelled from regular school programs.[1] Except students who are eligible for special education, such change in a student's program shall be determined by the disciplinary hearing authority in accordance with the suspension policy of the Board and based upon recommendations from a team composed of the principal, the school counselor and the student, with or without the parents or legal guardians being present. Placement decisions for students who are eligible for special education shall be made by the IEP Team in accordance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.[2] ~~Students attending the Night Alternative School Program shall provide their own transportation.[3]~~

Teachers in alternative schools shall be certified by the state and shall be selected on the basis of interest and ability to work in alternative situations.

Student-teacher ratios shall be small enough to allow for adequate instruction but shall be determined by the age, behavior and academic achievement of students in the program.

Sufficient textbooks, equipment and supplies shall be provided by the assigned school. For the purposes of this policy, the "assigned school" shall refer to the student's zoned school or the student's receiving school if the student has received an approved transfer in accordance with Policy J-152 "Student Transfer Within the System."

Alternative school programs shall be operated in accordance with the rules of the State Board of Education and instruction shall proceed as nearly as practicable in accordance with the instructional programs at the student's assigned school.[1] All course work completed and credits earned in the alternative school shall be transferred to and recorded in the student's assigned school.[3] Credit earned and progress made shall be granted as if the work were performed in the assigned school.

The student shall be subject to all rules of the school and violations of such rules may result in the student's removal from the school for the duration of the original intended suspension or expulsion.[1,3] Violation of school rules shall not constitute grounds for extension of time spent in the alternative school. A student also may be removed from the alternative school if the student is not benefitting from the student's assignment to the school or program and all interventions available to help the student to succeed in the school or program have been exhausted unsuccessfully.[4] The recommendation to remove shall be made by the principal of the alternative school, with the final decision being made by the Director of Schools or their designee.

Students found to be eligible for special education in related circumstances shall be placed and served in accordance with the law and rules relating to special education.

Legal References:

1. Tennessee State Board of Education, Administrative Rules and Regulations § 0520-1-2-.09(2).
2. See 20 U.S.C. § 1400 et seq. and 29 U.S.C. § 794, respectively.
3. C.S.C. v. Knox County Board of Education 2006 W.L. 3731304 (Tenn. Ct. App. 2006).
4. T.C.A. § 49-6-3402.

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Alternative School Programs**	Descriptor Code: **J-280**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **10/24**

The Board shall operate an alternative school program for students in grades 6-12 who have been suspended or expelled from regular school programs.[1] Except students who are eligible for special education, such change in a student's program shall be determined by the disciplinary hearing authority in accordance with the suspension policy of the Board and based upon recommendations from a team composed of the principal, the school counselor and the student, with or without the parents or legal guardians being present. Placement decisions for students who are eligible for special education shall be made by the IEP Team in accordance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.[2]

Teachers in alternative schools shall be certified by the state and shall be selected on the basis of interest and ability to work in alternative situations.

Student-teacher ratios shall be small enough to allow for adequate instruction but shall be determined by the age, behavior and academic achievement of students in the program.

Sufficient textbooks, equipment and supplies shall be provided by the assigned school. For the purposes of this policy, the "assigned school" shall refer to the student's zoned school or the student's receiving school if the student has received an approved transfer in accordance with Policy J-152 "Student Transfer Within the System."

Alternative school programs shall be operated in accordance with the rules of the State Board of Education and instruction shall proceed as nearly as practicable in accordance with the instructional programs at the student's assigned school.[1] All course work completed and credits earned in the alternative school shall be transferred to and recorded in the student's assigned school.[3] Credit earned and progress made shall be granted as if the work were performed in the assigned school.

The student shall be subject to all rules of the school and violations of such rules may result in the student's removal from the school for the duration of the original intended suspension or expulsion.[1,3] Violation of school rules shall not constitute grounds for extension of time spent in the alternative school. A student also may be removed from the alternative school if the student is not benefitting from the student's assignment to the school or program and all interventions available to help the student to succeed in the school or program have been exhausted unsuccessfully.[4] The recommendation to remove shall be made by the principal of the alternative school, with the final decision being made by the Director of Schools or their designee.

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Legal References:

1. Tennessee State Board of Education, Administrative Rules and Regulations § 0520-1-2-.09(2).
2. See 20 U.S.C. § 1400 et seq. and 29 U.S.C. § 794, respectively.
3. C.S.C. v. Knox County Board of Education 2006 W.L. 3731304 (Tenn. Ct. App. 2006).
4. T.C.A. § 49-6-3402.

Board of Education Regular Session

Meeting Date: 04/09/2026

PolicyJ-281

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-281 "Alternative School Services" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-281 Revisions

Policies J-281 Final

First Reading

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Alternative School Services**	Descriptor Code: **J-281**	Issued: **7/03**
		Reviewed: **3/26**	Revised: **1/22**

I. Students who have been suspended from their regular school program for longer than ten (10) consecutive school days shall be offered alternative school services unless the principal determines that the student poses a threat to the safety of the school community. If a principal determines that a student poses a threat to the safety of the school community, the student can appeal that determination to the Superintendent.

II. Students expelled pursuant to zero tolerance, shall be considered for alternative school placement.[1] The Director of Schools shall review the records of each individual student who has been expelled pursuant to Zero Tolerance to determine whether it is appropriate to offer alternative school services. The Director of Schools' decision shall be based on the summary of records from the principal's hearing, the alternative education services review, and such additional evidence as the Superintendent may deem appropriate.

It is the intent of the Board that the Director of Schools will offer alternative school services to students expelled pursuant to Zero Tolerance unless they have engaged in behaviors that pose a threat to the safety of the school community. The Director of Schools may at his discretion offer alternative school services to students who engage in the following behaviors:

1. Possession of a firearm while on Knox County Schools property, on a school bus or at any Knox County School sponsored activity;

2. Sale or distribution of legend drugs or controlled substances to other students while on Knox County Schools property, on a school bus or at any Knox County School sponsored activity;

3. Uses a weapon to threaten or inflict bodily harm on another student, or any Knox County School's employee, SRO, or any Knox County or City of Knoxville law enforcement officer assigned to patrol a Knox County Schools property;

4. Commits a battery on a Knox County School's employee, SRO, or any Knox County or City of Knoxville law enforcement officer assigned to patrol a Knox County Schools property while on Knox County Schools property, on a school bus, or at any Knox County School sponsored activity; and

5. Possession of explosive or incendiary device.

6. Makes a threat of mass violence.

III. A student who is suspended or expelled from Knox County Schools who is not offered Alternative School may appeal the denial of services. The appeal must be filed in writing with the Director of Schools within five (5) days after receipt of the notice and may be filed by the parent/legal guardian, the student or any person designated by the student.

Legal Reference:

1. T.C.A. § 49-6-4216 (b)(1).

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Alternative School Services**	Descriptor Code: **J-281**	Issued: **7/03**
		Reviewed: **3/26**	Revised: **1/22**

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1. Possession of a firearm while on Knox County Schools property, on a school bus or at any Knox County School sponsored activity;

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3. Uses a weapon to threaten or inflict bodily harm on another student, or any Knox County School's employee, SRO, or any Knox County or City of Knoxville law enforcement officer assigned to patrol a Knox County Schools property;

4. Commits a battery on a Knox County School's employee, SRO, or any Knox County or City of Knoxville law enforcement officer assigned to patrol a Knox County Schools property while on Knox County Schools property, on a school bus, or at any Knox County School sponsored activity; and

5. Possession of explosive or incendiary device.

6. Makes a threat of mass violence.

III. A student who is suspended or expelled from Knox County Schools who is not offered Alternative School may appeal the denial of services. The appeal must be filed in writing with the Director of Schools within five (5) days after receipt of the notice and may be filed by the parent/legal guardian, the student or any person designated by the student.

Legal Reference:

1. T.C.A. § 49-6-4216 (b)(1).

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-320

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-320 "Independent Evaluation of Students" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-320 Revisions

Policy J-320 Final

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Independent Evaluations of Students**	Descriptor Code: **J-320**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **1/24**

All requests for independent evaluations of students at the expense of Knox County Schools must be made in writing, directly to the Director of Special Education, and must meet appropriate criteria to be considered.~~The Knox County Board of Education shall not pay for the independent evaluations of students unless requests for such evaluations are made to the appropriate administrators and meet appropriate criteria.~~

Independent evaluations shall be done under the same criteria as the evaluation conducted by KCS. Questions regarding the criteria to be used should be directed to ~~Criteria are available through~~ the ~~Director of Special Education~~Inclusive Services and Supports Department.

Section J:	Knox County Board of Education		
Students	Descriptor Term: **Independent Evaluations of Students**	Descriptor Code: **J-320**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **1/24**

All requests for independent evaluations of students at the expense of Knox County Schools must be made in writing, directly to the Director of Special Education, and must meet appropriate criteria to be considered.

Independent evaluations shall be done under the same criteria as the evaluation conducted by KCS. Questions regarding the criteria to be used should be directed to the Inclusive Services and Supports Department.

Board of Education Regular Session

Meeting Date: 04/09/2026

Policy J-330

Submitted By: Terri Coatney

Department: Impact & Policy

Explanation

Approve first reading of Knox County Board of Education Policy J-330 "Student Counseling Program" as amended - *Discussed at Policy Review*

Fiscal Impact

Attachments

Policy J-330 Revisions

Policy J-330 Final

First Reading

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Student Counseling Program**	Descriptor Code: **J-330**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **2/24**

The school counseling program shall provide comprehensive services aligning with the Tennessee Comprehensive School Counseling Model of Practice. School counselors work strategically as part of an instructional team to promote student success. Serving as leaders and advocates, school counselors work collaboratively to provide services in a comprehensive, developmental, and preventative manner.[1]

School counselors shall implement a comprehensive school counseling program which incorporates standards of achievement in the areas of academic development, social personal development, and college and career readiness. The program must incorporate a team approach, academic development, social and personal development, college and career readiness competency development, deficiency remediation, and systemic implementation.

QUALIFICATIONS

The school counselor shall be licensed by the Tennessee Department of Education and shall have the training needed for fulfilling the responsibilities and specialized job assignments.

USE OF TIME

To deliver an effective comprehensive school counseling program, school counselors shall spend the majority of their time in direct and student support services to students. The ASCA National Model recommends that school counselors spend 80 percent of their time providing direct services to students or working on behalf of students. The remaining 20 percent of a counselor's time should be spent working on the foundation, management, and accountability components of the counseling program. A small percentage of this time can also be spent in fair share responsibilities. The 80/20 time breakdown reflects the program delivery over the course of the entire school year.

The school counselor shall include the following activities in the delivery component:

1. ~~Deliver large group, classroom, and school-wide curricula designed to help students achieve mastery of counseling standards appropriate for their developmental level~~Implement the list of activities that are appropriate for school counselors included in the Tennessee Comprehensive School Counseling Implementation Guide developed by the Tennessee Department of Education;

2. Utilize individual student appraisal and advisement to help all students plan, monitor, and manage their own learning as well as to achieve in academics, personal and social development, and college and career readiness;

3. Provide individual and group counseling to address students' immediate needs and concerns and resolve academic, social and personal, or college and career issues that are interrupting learning;

4. Provide support and assistance to students and school community to navigate critical and emergency situations;

5. Make students and families aware of school and community resources that can provide additional information or assistance to help students be successful;

6. Share strategies that support student achievement with parents, teachers, other educators, or community organizations through consultation; and

7. Collaborate with other educators, parents, and the community to support student achievement and advocate for access and equity for all students through teaming, partnering, participating on school/district committees, and facilitating parent or staff workshops.

Legal Reference:

1. Tennessee State Board of Education Policy 5.103; Tennessee State Board of Education Policy 4.204.

Section J: Students	Knox County Board of Education		
	Descriptor Term: **Student Counseling Program**	Descriptor Code: **J-330**	Issued: **7/95**
		Reviewed: **3/26**	Revised: **2/24**

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The school counselor shall include the following activities in the delivery component:

1. Implement the list of activities that are appropriate for school counselors included in the Tennessee Comprehensive School Counseling Implementation Guide developed by the Tennessee Department of Education;

2. Utilize individual student appraisal and advisement to help all students plan, monitor, and manage their own learning as well as to achieve in academics, personal and social development, and college and career readiness;

3. Provide individual and group counseling to address students' immediate needs and concerns and resolve academic, social and personal, or college and career issues that are interrupting learning;

4. Provide support and assistance to students and school community to navigate critical and emergency situations;

5. Make students and families aware of school and community resources that can provide additional information or assistance to help students be successful;

6. Share strategies that support student achievement with parents, teachers, other educators, or community organizations through consultation; and

7. Collaborate with other educators, parents, and the community to support student achievement and advocate for access and equity for all students through teaming, partnering, participating on school/district committees, and facilitating parent or staff workshops.

Legal Reference:

1. Tennessee State Board of Education Policy 5.103; Tennessee State Board of Education Policy 4.204.

Board of Education Regular Session **7. A.**

Meeting Date: 04/09/2026

Tennessee Department of Education Occupational Educator Scholarships

Submitted By: Terri Coatney

Department: Business & Talent **Division:** Talent Acquisition

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Explanation

Approve Tennessee Department of Education Occupational Educator Scholarships in the amount of $24,600.00 for Eligible Candidates in the Knox County Schools Educator Preparation Program (EPP) - *Recommended by Superintendent*

Fiscal Impact

Attachments

Detail

Fiscal Note

KNOX COUNTY SCHOOLS EPP

Memorandum

To: Dr. Jon Rysewyk
From: Ulla Carr, EPP Supervisor
CC: Alex Moseman (EPP Head Administrator), Jennifer Hemmelgarn (Assist. Superintendent of Business & Talent)

Dear Dr. Rysewyk,

Please find attached/included an invoice form, which requires your signature. This invoice is to bill the TN Department of Education for $24,600 in Occupational Scholarship funds for the Spring semester of 2026 for those candidates in the KCS EPP who applied and are eligible for this scholarship. A spreadsheet of those applicants is also included here.

Thank you,
Ulla Carr

INVOICE

State Agency: Tennessee Department of Education

Attention: Ron Blaylock, Educator Preparation Manager

Address: Office of Educator Licensure and Preparation
Andrew Johnson Tower, 9th Floor
710 James Robertson Pkwy, Nashville, TN 37243

Phone: 615-948-1523

TDOE use only

Invoice #: KCS2026SPRG

Invoice date: 2/17/26

Invoice received date:

Contract #: 80616

Name and Address of EPP submitting the requiest:

Phone Number:

Request for Period From		Through	Expense Line-Item Category	Item Description	Amount
			Professional Fee, Grant, & Award	Occupational Educator Program Tuition and Fees	
				TOTAL	

As an authorized representative of the above named contractor or grantee, I certify that this invoice and the scholarship participants' qualifying residency, enrollment and employment status is validated and any other attached supporting documents are true and accurate to the best of my knowledge and hereby request funds for the total amount shown above.

(Date) (Title) (EPP Head Administrator Signature)

(Date) (Title) (Director of Schols Signature)

==========

DO NOT WRITE BELOW THIS LINE - DEPARTMENT OF EDUCATION USE ONLY

==========

Supplier #: Dept: 3310500000 Speedchart: ED00000923

Contract #: Program: 100000 Account:

PO #: Project:

Receipt #: Location:

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-165

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

I hereby kindly ask the KCS Board of Education to accept $24,600 in Occupational Educator Scholarship funds, provided by the TDoE, by way of invoicing them for this amount.

The attached invoice is to bill the TN Department of Education for $24,600 in Occupational Educator Scholarships for the Spring semester of 2026 for those candidates in the KCS EPP who applied and are eligible for this scholarship. A spreadsheet of those applicants is included here as well.

After board approval, the invoice will have to be signed by Dr. Jon Rysewyk. A memo to that effect is also attached here.

Cost to Knox County Schools

none

Description and Type of Funding Source

TDoE's Occupational Educator Scholarship fund

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Grants 7. B.

Board of Education Regular Session

Meeting Date: 04/09/2026

Memorandum of Agreements for Lottery for Education Afterschool Programs (LEAPs) Grant Applications

Submitted By: Terri Coatney

Department: Student Success **Division:** Student Supports

Explanation

Approve Memorandum of Agreements with the Boys & Girls Clubs of the Tennessee Valley, SHADES of Development, Shora Foundation, and Wesley House Community Center in support of their Lottery for Education Afterschool Programs (LEAPs) Grant Applications - *Recommended by Superintendent*

Fiscal Impact

Attachments

Boys & Girls Clubs MOA

SHADES of Development MOA

Shora Foundation MOA

Wesley House Community Center MOA

LEAPs Grant Information

Fiscal Note

Appendix B: Memorandum of Agreement

MEMORANDUM of AGREEMENT

Applicant Agency: Boys & Girls Clubs of the Tennessee Valley

I understand that the above agency plans to submit a Lottery for Education Afterschool Programs (LEAPs) application to the Tennessee Department of Education. Our school/district agrees to the following responsibilities to ensure successful programming for our students and their family members:

1. To provide ongoing opportunities for meaningful communication between the school staff and the LEAPs program staff;
2. To provide opportunities for school staff and LEAPs program staff to plan, coordinate, and integrate curricular needs within the extended learning activities;
3. To assist in tracking student enrollment, academic, and discipline information via the student information system package (SIS). To this end, LEAPs staff will need assistance in obtaining the State-issued student identification number. Assigned school/district staff will receive participant enrollment information from the LEAPs program staff once per semester and will "flag" program participants in the SIS package for ***LEAPs*** under student classification; and
4. To assist in obtaining all relevant student data for both previous and current school years, including grades, grade point average, state assessment, attendance, family, teacher, or student surveys for evaluating student progress and program effectiveness for mandatory state and federal reports. It will be the responsibility of the LEAPs program staff to obtain parental/legal guardian consent if needed for the sharing of student information. The school/district shall ensure that LEAPs program staff maintain student confidentiality of records within the guidelines of state and federal requirements.

Certification of Participation of School or District

Name of School or District: Knox County Schools	
Name and Title of School or District Staff Overseeing Data Sharing Agreement: Dr. Jon Rysewyk - Superintendent	
Mailing Address: 400 W. Summit Hill Drive, Knoxville, TN 37902	
Phone: 865-594-1620	Email:
School or District Authorized Signature:	Date:
School or District Signatory Printed Name and Title: Dr. Jon Rysewyk - Superintendent	
Applicant Agency Authorized Signature: Bart McFadden	Date: 2/26/26
Applicant Agency Signatory Printed Name and Title: Bart McFadden - President / CEO	

LEAP Grant Program Sites and School Alignment

The Boys & Girls Clubs of the Tennessee Valley (BGCTV) will submit a LEAP grant proposal to support programming that serves the following Knox County School sites at our Middlebrook and DeBusk Boys & Girls Club locations.

Middlebrook Site

The Middlebrook Boys & Girls Club site will serve students enrolled in the following Knox County Schools:

- Cedar Bluff Elementary School
- West Hills Elementary School

The Middlebrook site also serves students from additional KCS schools; however, only students enrolled in schools that meet the LEAP grant eligibility requirement, defined as having a student population of 50% or more economically disadvantaged students will be included in grant-funded enrollment counts and reporting.

DeBusk Site

The DeBusk Club site will serve students enrolled in the following Knox County Schools:

- Adrian Burnett Elementary School
- Cooper Ridge Elementary School
- Powell Elementary School
- Powell Middle School
- Powell High School
- Sterchi Elementary School

The DeBusk site also serves students from additional KCS schools; however, only students enrolled in schools that meet the LEAP grant eligibility requirement, defined as having a student population of 50% or more economically disadvantaged students will be included in grant-funded enrollment counts and reporting.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-166 (a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

Appendix C: Memorandum of Agreement

Applicant Agency: SHADES of Development

I understand that the above agency plans to submit a 21st Century Community Learning Centers Program (CCLC) application to the Tennessee Department of Education. Our school/district agrees to the following responsibilities to ensure successful programming for our students and their family members:

1. To provide on-going opportunities for meaningful communication between the school staff and the 21st CCLC program staff;
2. To provide opportunities for school staff and 21st CCLC Program staff to plan, coordinate, and integrate curricular needs within the afterschool activities;
3. To assist in tracking student enrollment, academic and discipline information via the student information system package (SIS). To this end, 21st CCLC staff will need assistance in obtaining the state issued student identification number. Assigned school/district staff will receive participant enrollment information from the 21st CCLC program staff once per semester and will "flag" program participants in the SIS package for ***21st CCLC*** under student classification; and,
4. To assist in obtaining all relevant student data including grades, grade point average, state assessment, attendance, family, teacher, or student surveys for evaluating student progress and program effectiveness for mandatory state and federal reports. It will be the responsibility of the 21st CCLC program staff to obtain parental/legal guardian consent for the sharing of student information. The school/district shall ensure that 21st CCLC program staff maintain student confidentiality of records within the guidelines of state and federal requirements.

Name of School or District: Knox County Schools	
Mailing Address: 505 Summer Place Knoxville, TN 37902	
Phone: 865 594-1620	Email: superintendent@knoxschools.org
School or District Authorized Signature:	Date:
School or District Signatory Printed Name and Title: Dr. Jon Rysewyk, Superintendent	
Applicant Agency Authorized Signature: Emily Harless	Date: 2/4/2026
Applicant Agency Signatory Printed Name and Title: Emily Harless , Vice President	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-166 (b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

Appendix B: Memorandum of Agreement

MEMORANDUM of AGREEMENT

Applicant Agency: Shora Foundation

I understand that the above agency plans to submit a Lottery for Education Afterschool Programs (LEAPs) application to the Tennessee Department of Education. Our school/district agrees to the following responsibilities to ensure successful programming for our students and their family members:

1. To provide ongoing opportunities for meaningful communication between the school staff and the LEAPs program staff;
2. To provide opportunities for school staff and LEAPs program staff to plan, coordinate, and integrate curricular needs within the extended learning activities;
3. To assist in tracking student enrollment, academic, and discipline information via the student information system package (SIS). To this end, LEAPs staff will need assistance in obtaining the State-issued student identification number. Assigned school/district staff will receive participant enrollment information from the LEAPs program staff once per semester and will "flag" program participants in the SIS package for ***LEAPs*** under student classification; and
4. To assist in obtaining all relevant student data for both previous and current school years, including grades, grade point average, state assessment, attendance, family, teacher, or student surveys for evaluating student progress and program effectiveness for mandatory state and federal reports. It will be the responsibility of the LEAPs program staff to obtain parental/legal guardian consent if needed for the sharing of student information. The school/district shall ensure that LEAPs program staff maintain student confidentiality of records within the guidelines of state and federal requirements.

Certification of Participation of School or District

Name of School or District: Click or tap here to enter text. Knox County Schools	
Name and Title of School or District Staff Overseeing Data Sharing Agreement: Click or tap here to enter text. Knox County Schools	
Mailing Address: Click or tap here to enter text.	
Phone: Click or tap here to enter text.	**Email:** Click or tap here to enter text.
School or District Authorized Signature:	**Date:** Click or tap here to enter text.
School or District Signatory Printed Name and Title: Click or tap here to enter text.	
Applicant Agency Authorized Signature:	2/26/2020 **Date:** Click or tap here to enter text.
Applicant Agency Signatory Printed Name and Title: Click or tap here to enter text. Tanika Harper Founder/CEO	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-166 (c)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

TN Department of Education

LEAPs Extended Learning MEMORANDUM of AGREEMENT

Applicant Agency: Wesley House Community Center

I understand that the above agency plans to submit a Lottery for Education Afterschool Programs (LEAPs) application to the Tennessee Department of Education. Our school/district agrees to the following responsibilities to ensure successful programming for our students and their family members:

1. To provide ongoing opportunities for meaningful communication between the school staff and the LEAPs program staff;
2. To provide opportunities for school staff and LEAPs Program staff to plan, coordinate, and integrate curricular needs within the extended learning activities;
3. To assist in tracking student enrollment, academic, and discipline information via the student information system (SIS) package. To this end, LEAPs staff will need assistance in obtaining the state-issued student identification number. Assigned school/district staff will receive participant enrollment information from the LEAPs program staff once per semester and will "flag" program participants in the SIS package for ***LEAPs*** under student classification; and
4. To assist in obtaining all relevant student data for both previous and current school years, including grades, grade point average, state assessment, attendance, family, teacher, or student surveys for evaluating student progress and program effectiveness for mandatory state and federal reports. It will be the responsibility of the LEAPs program staff to obtain parental/legal guardian consent if needed for the sharing of student information. The school/district shall ensure that LEAPs program staff maintain student confidentiality of records within the guidelines of state and federal requirements.

Certification of Participation of School or District

Name of School or District: Knox County Schools	
Name and Title of School or District Staff Overseeing Data Sharing Agreement: Dr. Jon Rysewyk, Superintendent	
Mailing Address: 400 W. Summit Hill Drive, Knoxville, TN 37902	
Phone: 865-594-1620	Email: Click or tap here to enter text.
School or District Authorized Signature:	Date:
School or District Signatory Printed Name and Title: Dr. Jon Rysewyk, Superintendent	
Applicant Agency Authorized Signature: Porschia Pickett	Date: 2/27/26
Applicant Agency Signatory Printed Name and Title: Porschia Pickett, Executive Director	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-166 (2)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

LOTTERY FOR EDUCATION: AFTERSCHOOL PROGRAMS (LEAPs)

The overall goal of Lottery for Education: Afterschool Programs (LEAPs) is to provide Tennessee students with academic enrichment opportunities that reinforce and complement the regular academic program.

In November 2002, Tennesseans voted to create a state lottery. The General Assembly established that profits from the lottery go toward specific educational programs: college scholarships, early childhood programs and afterschool programs.

As provided under TCA 49-6-702, 100 percent of monies constituting an unclaimed prize shall be deposited into an afterschool account for the purpose of administering a system of competitive grants and technical assistance for eligible organizations providing afterschool educational programs within Tennessee.

Eligible Applicants

Public and Not-for-Profit Organizations that provide, or propose to provide, afterschool educational programs within Tennessee may apply for these funds.

Organizations that have not previously received grants from – or provided contractual services on behalf of – the State of Tennessee will be required to verify their ability to administer grant programs before being considered for funding.

Eligible Participants

- Youth 5-18 years old and enrolled in elementary or secondary school;
- 50 percent of students enrolled must also meet one of the following criteria:
  - qualify for free/reduced lunch;
  - be at risk of educational disadvantage and failure due to circumstances of abuse, neglect or disability;
  - be at risk of state custody due to family dysfunction;
  - be enrolled in and attending a public school failing to make adequate yearly progress (AYP);
  - be attending a public school, including a public charter school, instead of a public school failing to make AYP as a result of parent choice; or
  - be at risk of failing one or more subjects or are behind grade level by at least one year

However, preference shall be given to programs that maintain an enrollment of children of which at least 80 percent of the students enrolled meet one of the criteria above.

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Request for approval of Memorandums of Agreement with the Boys & Girls Clubs of the Tennessee Valley, SHADES of Development, Shora Foundation, and Wesley House Community Center in support of their Tennessee Department of Education Lottery for Education Afterschool Programs (LEAPs) Grant applications

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

N/A

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session

Meeting Date: 04/09/2026

Tennessee Hospitality & Tourism Association Beef Bucks Grants

Submitted By: Terri Coatney

Department: Academics **Division:** Region 5

Explanation

Approve Tennessee Hospitality & Tourism Beef Bucks Grants in the total amount of $1,000.00 for Austin-East Magnet High School and Karns High School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Grant Detail for Austin-East Magnet High School

Grant Detail for Karns High School

Fiscal Note

From: ROB SPEAS
To: HEATHER HENDERLIGHT
Subject: FW: Now Open: Tennessee Beef Bucks Grant
Date: Monday, March 2, 2026 9:29:32 AM
Attachments: Outlook-phm04j4b.png

From: DERRICK ELLIS <derrick.ellis@knoxschools.org>
Date: Monday, March 2, 2026 at 9:21 AM
To: ROB SPEAS <rob.speas@knoxschools.org>
Subject: Fw: Now Open: Tennessee Beef Bucks Grant

From: Brittany Barragan <brittany@tnhta.org>
Sent: Saturday, January 3, 2026 12:39 PM
To: Daniel Montgomery <dmontgomery@clevelandschools.org>; Nava, Jeannine J <jeannine.nava@mnps.org>; DERRICK ELLIS <derrick.ellis@knoxschools.org>; JACOB NEBLETT <jacob.neblett@knoxschools.org>; morganl@wcschools.com <morganl@wcschools.com>; Tamia Townsend <ttownsend@knowledgequest.org>; knopfke_s@hcde.org <knopfke_s@hcde.org>; Bohannon, Abby <bohanabb100@wcschools.com>; Schmidt, Jaime-Lyn <jaime-lyn.schmidt@hck12.net>; Alivia Jared <aliviajared@dekalbschools.net>; Lyndsey Weatherford <lyndsey.weatherford@wcs.edu>; pinnixf@rcschools.net <pinnixf@rcschools.net>; Tracy Bremmer <tbremmer@bradleyschools.org>; Villalobos Ibarra, Alberto G <alberto.villalobosibarra@mnps.org>; Ellisha T. Hall <halle@rcschools.net>; WILLIAM WRIGHT <wright_william@hcde.org>; Gaines, Chris <gainechr100@wcschools.com>; Linda Parris <parrisl@warrenschools.com>; johnsoni@warrenschools.com <johnsoni@warrenschools.com>
Subject: Now Open: Tennessee Beef Bucks Grant

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

The Tennessee Beef Bucks Grant is now open to all eligible applicants. Applications must be submitted by January 31; late submissions will not be accepted.

Grant funds may be used to purchase fresh beef for classroom use, supporting hands-on learning through culinary labs, nutrition education, and food safety instruction. Purchases should directly support instructional activities and student learning outcomes.

Please click: HERE

https://docs.google.com/forms/d/e/1FAIpQLSfuum7q3byjGkh_0D_5bHQ1121Zk3dPIYYa9MMu5xOuWairjg/viewform?usp=header

Have a great weekend!

Brittany Barragan

Director of Education & Events



BEEF FOR THE CLASSROOM GRANT

GUIDELINES FOR BEEF FOR THE CLASSROOM GRANT PROGRAM

1. Only fresh BEEF may be purchased with program funds

2. Beef must be used for Family and Consumer Science or Culinary Arts curriculum only.

3. Educator must complete grant application and be approved before submitting reimbursement form. (Reimbursements are up to $100.00 per class) (*Please remember that a limited number of applications will be approved and will be reviewed in the order in which they are received).

4. Once approved, confirmation will be sent from Tennessee Beef Council.

5. Teacher can conduct beef lesson anytime throughout school year once approved for grant. Watch FARMLAND DVD in the classroom in conjunction with a beef lesson. FARMLAND DVDS & Lesson Plans will be provided upon request.

6. Teacher will purchase beef for class(es) and then submit reimbursement form along with the receipt for beef purchases. Photos of class during beef lesson must also be submitted.

7. All receipts must be submitted to the Tennessee Beef Council by June 1st (immediately following school year in which application was approved).

8. After receiving the completed reimbursement form and receipts, Tennessee Beef Council will issue checks. Checks can only be made out to the school; no check will be issued to an individual.

9. Please be judicious with your beef purchases and take into consideration your class size. We want to be able to provide funds to as many Tennessee school districts as possible.

PLEASE NOTE THE FOLLOWING:

1. Receipts should include the name of store where beef was purchased, school name, and teacher's name.

2. Funds can only be used in classroom/lab setting. Funds cannot be used for school BBQ's, fundraisers, or other school functions.

3. A new application must be filled out for each new school year. Failure to follow these guidelines will affect the school's ability to receive funds in the future.

GRANT APPLICATION

GRANT REIMBURSEMENT FORM

From: ROB SPEAS
To: HEATHER HENDERLIGHT
Subject: FW: Beef Bucks Grant
Date: Monday, March 2, 2026 8:08:57 AM
Attachments: Outlook-1f1easkw.png

Heather,

We had a teacher receive this. What steps do we need to take?

Thanks!

From: DERRICK ELLIS <derrick.ellis@knoxschools.org>
Date: Tuesday, February 24, 2026 at 5:26 PM
To: ROB SPEAS <rob.speas@knoxschools.org>
Subject: Fw: Beef Bucks Grant

From: Brittany Barragan <brittany@tnhta.org>
Sent: Tuesday, February 24, 2026 1:04 PM
Subject: Beef Bucks Grant

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Congratulations on being a recipient of the Beef Bucks Grant!

In partnership with the Tennessee Beef Industry Council, Tennessee ProStart will be able to provide every educator with a $500.00 stipend/grant. All educators will need to fill out their reimbursement request by April 30, 2026.

Please use the link to the reimbursement form on the Tennessee Beef Industry Council's website https://www.tnbeef.org/education/beef-bucks-grant-reimbursement-form.

We are thankful to the Tennessee Beef Industry Council for once again providing this opportunity to Tennessee ProStart!

Thank you,

Brittany Barragan
Director of Education & Events

Tennessee Hospitality &Tourism Association



Tennessee Hospitality
& Tourism Association

Advocate · Communicate · Educate

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-167(a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

From: Brittany Barragan <brittany@tnhta.org>
Sent: Friday, March 20, 2026 1:29 PM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: Re: Knox County Schools Beef Bucks Grants

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi Heather,
Yes, Chef Derrick Ellis and Chef Jacob Neblett will receive the grant. In partnership with the Tennessee Beef Industry Council, Tennessee ProStart will be able to provide both educators with a $500.00 stipend/grant. All educators will need to fill out their reimbursement request by April 30, 2026.

Please see the link to the reimbursement form on the Tennessee Beef Industry Council's website https://www.tnbeef.org/education/beef-bucks-grant-reimbursement-form.

Thank you,

Brittany Barragan
Director of Education & Events
Tennessee Hospitality &Tourism Association

Tennessee Hospitality & Tourism Association
Advocate · Communicate · Educate

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of March, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-167(b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve receipt of $1000 in total grant funds from Tennessee Hospitality and Tourism Association for Austin East High School and Karns High School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Tennessee Hospitality and Tourism Association

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Grants 7. D.

Board of Education Regular Session

Meeting Date: 04/09/2026

National Environmental Education Foundation Grant Agreements

Submitted By: Terri Coatney

Department: Academics **Division:** Region 5

Explanation

Approve Grant Agreements with the National Environmental Education Foundation and receipt of Grant Funding in the total amount of $35,000.00 for Belle Morris Elementary School, Green Magnet Academy, South-Doyle Middle School, and Spring Hill Elementary School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Belle Morris ES Grant Agreement

Green Magnet Academy Grant Agreement

South-Doyle MS Grant Agreement

Spring Hill ES Grant Agreement

Fiscal Note

The National Environmental Education Foundation (NEEF)
Grant Agreement

The grant to Belle Morris Elementary ("Grantee"), whose , from the National Environmental Education Foundation ("NEEF") is for the purpose(s) described below and is subject to your organization's acceptance of the terms and conditions herein. To acknowledge this agreement, accept its terms, and be eligible to receive payment of the grant, please sign and return or send a scanned copy to NEEF. This grant is made possible through funding from the Arconic Foundation.

Grantee: Belle Morris Elementary
Grant Number: 26-005
Grant Amount: $10,000
Grant Period: January 1, 2026 – June 1, 2026
Grant Purpose: Belle Morris Elementary-Environmental Vertical Curriculum & Legacy Outdoor Learning Plan

This Grant is made subject to the following terms ("Grant Agreement") as agreed to by NEEF and the Grantee.

Purpose of Grant:
These funds shall be used solely for the purposes outlined in this Grant Agreement and adequate records will be kept to evidence this fact. Such records (including financial) will be made available to NEEF upon request.

Specifically, funds will be used to partner with local stakeholders and other area schools to provide a series of Greening STEM learning activities both on and off campus. Funding is to support project-related costs such as transportation of students, substitute teachers, environmental monitoring equipment and supplies, and other expenses directly associated with program development and delivery.

Grant Guidelines:
Through NEEF's grant, the Grantee will:

- Allow NEEF and their designated agents access to relevant Grantee staff and members to gather stories and information to be shared;
- Allow NEEF access to and a participatory role in the sponsored project;
- Provide NEEF with specific quantitative and qualitative information resulting from the event for project promotion, modeling, and evaluation purposes (see Report and Evaluation below);
- Provide, with captions, four to five high quality photos and two videos—see Publicity section.

Restrictions:
Funding from NEEF is subject to certain restrictions. Funds shall not be used for:

- Conducting lobbying, carrying on propaganda, or otherwise attempting to influence legislation.
- Influencing the outcome of any specific election through any means.
- Purposes other than charitable, scientific, or educational.
- Budget shortfalls, general support, or endowment funds.
- Land acquisition or real estate purchases.
- Individual scholarships or fellowships.
- Federal staff time.
- Reimbursement of project-related costs that occurred before the start of the grant period.

- Any costs not directly related to the funds requested in the proposal.

As NEEF is congressionally chartered, projects funded through this agreement cannot be used for political lobbying, political advocacy, litigation initiatives, policy advocacy, or any other forms of advocacy.

Advance Notice:
The Grantee will immediately notify NEEF in writing to grants@neefusa.org of any significant changes to the actions described in the proposal. The Grantee will also immediately notify NEEF of any changes in the Grantee's organizational status, personnel, or point of contact. Failure to do so may result in termination of future funding.

NEEF Contacts:
Primary contacts at NEEF for this Grant and Grant Agreement are:

Primary Programmatic Contact
Robert Sendrey
Program Director, Environmental Education
RSendrey@NEEFusa.org

Alternate Contact
Grants@NEEFusa.org

Publicity:
NEEF may include information about this grant in public documents (print and electronic), including its periodic public reports or press releases. Any websites, publications, presentations, or other discussion of this project by the Grantee shall acknowledge the financial support provided by NEEF. Use of any NEEF logos, including programmatic logos, in either print documents, websites, or other online formats must be approved by NEEF prior to use. Please contact NEEF for appropriate logos and usage.

NEEF wants to tell your story. In order to share your experience with other organizations like yours, NEEF may request interviews, videos, or pictures to help tell your story. Any pictures or videos that include images of people must be accompanied by a NEEF Media Release for each identifiable individual (available here).

Payments:
The payment schedule for this grant will be as follows: Upon receipt of a signed grant agreement, the payment will be entered into NEEF's billing system. Grant funding will be distributed within 30 days of entry into the billing system.

Checks cannot be made out to individuals. A check must be made out to the granted educator's school, organization, or some other entity or agent connected to the organization that is able to give the funds to the Grantee for use on the proposed project.

Payments will be made to:_____[Payee School or Organization]

ATTN:_____[Contact Name]

_____[Address]

_____[Address]

Report and Evaluation:
A virtual project check-in and update will be required and will be scheduled by the NEEF environmental

education program staff.

A written narrative and financial final report on the outcomes of this Grant are required and will be due **June 30, 2026**.

The Grantee agrees to be a part of the evaluation, returning any surveys, welcoming site visits and submitting to interviews (in person or by phone), as determined to be necessary by NEEF and any external evaluator working with NEEF.

Termination:
NEEF reserves the right to discontinue, modify, rescind, or withhold any payments under this Grant Agreement if the Grantee has not carried out the stipulated terms. In the event NEEF exercises its rights to terminate this Grant Agreement, NEEF will notify the Grantee in writing and provide an opportunity for the Grantee to respond within thirty (30) days from the date of the termination notice. If the Grantee finds they cannot carry out the stipulated terms and actions of this Grant Agreement they will notify NEEF immediately. The grant may be closed, and any funds not expended for the purposes outlined in the Grant Agreement must be returned to NEEF.

The undersigned parties agree to the terms of this Grant Agreement as outlined above:

For NEEF:

_____ Date: March 17, 2026
Sara Espinoza, President
National Environmental Education Foundation

For the representative of the Grantee with the signatory authority to accept the grant:

_____ Date: _____
(Authorized Representative)

_____
(Printed Name)

_____
(Title)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-168 (a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

The National Environmental Education Foundation (NEEF)
Grant Agreement

The grant to Green Magnet Academy ("Grantee"), whose m the National Environmental Education Foundation ("NEEF") is for the purpose(s) described below and is subject to your organization's acceptance of the terms and conditions herein. To acknowledge this agreement, accept its terms, and be eligible to receive payment of the grant, please sign and return or send a scanned copy to NEEF. This grant is made possible through funding from the Arconic Foundation.

Grantee: Green Magnet Academy
Grant Number: 26-009
Grant Amount: $10,000
Grant Period: January 1, 2026 – June 1, 2026
Grant Purpose: Where Learning Takes Root: Reimagining Outdoor Spaces at Green Magnet Academy

This Grant is made subject to the following terms ("Grant Agreement") as agreed to by NEEF and the Grantee.

Purpose of Grant:
These funds shall be used solely for the purposes outlined in this Grant Agreement and adequate records will be kept to evidence this fact. Such records (including financial) will be made available to NEEF upon request.

Specifically, funds will be used to partner with local stakeholders and other area schools to provide a series of Greening STEM learning activities both on and off campus. Funding is to support project-related costs such as transportation of students, substitute teachers, environmental monitoring equipment and supplies, and other expenses directly associated with program development and delivery.

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Through NEEF's grant, the Grantee will:

- Allow NEEF and their designated agents access to relevant Grantee staff and members to gather stories and information to be shared;
- Allow NEEF access to and a participatory role in the sponsored project;
- Provide NEEF with specific quantitative and qualitative information resulting from the event for project promotion, modeling, and evaluation purposes (see Report and Evaluation below);
- Provide, with captions, four to five high quality photos and two videos—see Publicity section.

Restrictions:
Funding from NEEF is subject to certain restrictions. Funds shall not be used for:

- Conducting lobbying, carrying on propaganda, or otherwise attempting to influence legislation.
- Influencing the outcome of any specific election through any means.
- Purposes other than charitable, scientific, or educational.
- Budget shortfalls, general support, or endowment funds.
- Land acquisition or real estate purchases.
- Individual scholarships or fellowships.
- Federal staff time.
- Reimbursement of project-related costs that occurred before the start of the grant period.

- Any costs not directly related to the funds requested in the proposal.

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NEEF Contacts:
Primary contacts at NEEF for this Grant and Grant Agreement are:

Primary Programmatic Contact
Robert Sendrey
Program Director, Environmental Education
RSendrey@NEEFusa.org

Alternate Contact
Grants@NEEFusa.org

Publicity:
NEEF may include information about this grant in public documents (print and electronic), including its periodic public reports or press releases. Any websites, publications, presentations, or other discussion of this project by the Grantee shall acknowledge the financial support provided by NEEF. Use of any NEEF logos, including programmatic logos, in either print documents, websites, or other online formats must be approved by NEEF prior to use. Please contact NEEF for appropriate logos and usage.

NEEF wants to tell your story. In order to share your experience with other organizations like yours, NEEF may request interviews, videos, or pictures to help tell your story. Any pictures or videos that include images of people must be accompanied by a NEEF Media Release for each identifiable individual (available here).

Payments:
The payment schedule for this grant will be as follows: Upon receipt of a signed grant agreement, the payment will be entered into NEEF's billing system. Grant funding will be distributed within 30 days of entry into the billing system.

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Payments will be made to:_____[Payee School or Organization]

ATTN:_____[Contact Name]

_____[Address]

_____[Address]

Report and Evaluation:
A virtual project check-in and update will be required and will be scheduled by the NEEF environmental

education program staff.

A written narrative and financial final report on the outcomes of this Grant are required and will be due **June 30, 2026**.

The Grantee agrees to be a part of the evaluation, returning any surveys, welcoming site visits and submitting to interviews (in person or by phone), as determined to be necessary by NEEF and any external evaluator working with NEEF.

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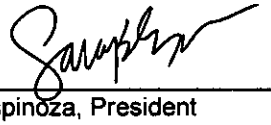
The undersigned parties agree to the terms of this Grant Agreement as outlined above:

For NEEF:



Date: March 17, 2026

Sara Espinoza, President
National Environmental Education Foundation

For the representative of the Grantee with the signatory authority to accept the grant:

_____ Date: _____
(Authorized Representative)

_____
(Printed Name)

_____
(Title)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-168 (b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KCS | DR. JON RYSEWYK
Superintendent
KNOX COUNTY SCHOOLS

January 23, 2026

Ms. Morris,

This letter is your pre-approval to seek grant funds for supplemental materials for the outdoor classroom at Green Magnet Academy in partnership with Tremont Institute at the Great Smoky Mountains National Park.

Final approval of any programming taking place within Knox County Schools is contingent upon acceptance by your principal/supervisor and/or appropriate curricular leads.

It is highly recommended that all applications for funding be developed in conjunction with the KCS Grants Department. All projects involving Facility changes should first complete and submit the FA100 form.

All grant awards must be formally reviewed and accepted by the KCS Board of Education. Receipt of grant application pre-approval does not guarantee award acceptance. This pre-approval should be included alongside the grant narrative and budget on the district routing form when seeking Board approval after funds are awarded. Further, any research, whether grant funded or not, requires separate approval from the KCS Research Committee. Any grants including the purchasing of assets should seek input from the Asset Property Manager (assetmanager@knoxschools.org) to ensure proper procedures are followed.

Please contact me at 865-594-8080 if you need further assistance with this or any funding needs.

Thank you,

Heather V. Henderlight

Heather V. Henderlight
Grant Development | Project Management

LOI

Collaborate 0

Where Learning Takes Root: Reimagining Outdoor Spaces at Green Magnet Academy
Process: 2026 Arconic Greening STEM Grant

Contact Info | Request | Documents 0

Applicant:
Sandy Morris
sandra.morris@knoxschools.org

Contact Email History

Organization:
Green Magnet Academy
62-1514781
865-594-1324
801 Lula Powell Drive
Knoxville, TN 37915

LOI | Application

LOI Packet | Question List

Fields with an asterisk (*) are required.

Please review the 2025 Greening STEM Project Design Principles before moving forward.

Applicant Location*

Please select the city that corresponds with your geographic location.

- ○ Quad Cities, IA
- ◉ Knoxville/Blount County, TN
- ○ Lafayette, IN
- ○ Lancaster, PA
- ○ Springdale, AR

Amount Requested*

Please select the funding amount offered by NEEF staff for your location.

- (•) $10,000
- ( ) $7,500
- ( ) $5,000

Project Name*

Name of proposed project.

Where Learning Takes Root: Reimagining Outdoor Spaces at Green Magnet Academy

Organization EIN*

Please input your organization's EIN, (Employer Identification Number) in the following format. XX-XXXXXXX

62-1514781

Project Participants*

Please identify the middle school grades the proposed project will serve. Check all that apply.

- [x] 3rd Grade
- [x] 4th Grade
- [x] 5th Grade
- [ ] 6th Grade
- [ ] 7th Grade
- [ ] 8th Grade

Project Participants*

Indicate the total number of students the proposed project anticipates serving.

367

Project Description*

In 1-2 paragraphs, describe the design and implementation timeline for your proposed Greening STEM project and the learning objectives to be accomplished. Be sure to explain how the proposed project will address the components of the Greening STEM model.

This project will transform our elementary school's underutilized outdoor space into a dynamic, student-centered learning environment that integrates environmental literacy, hands-on STEM education, and student wellness. The redesigned space will enhance the already existing native plant gardens, shaded seating areas, outdoor classroom zones, sensory green spaces, and will

included a fully functional **student-designed and student-built weather station**. Located in a community dominated by concrete and limited access to natural environments, our school serves students who have minimal daily interaction with green space. This initiative will create equitable access to nature-based learning while strengthening academic outcomes, mental health, and school climate.

Our students spend the majority of their school day indoors in a densely built environment with limited exposure to natural settings. Research consistently shows that regular access to green space — often referred to as "green time" — significantly benefits children's cognitive functioning, emotional regulation, and overall well-being. Even brief exposure to natural settings improves attention and concentration in children and replenish depleted cognitive resources, allowing students to return to academic tasks more focused and ready to learn.

Outdoor learning holds immense potential for elementary students, but its effectiveness depends on teacher capacity. Professional development ensures that outdoor experiences are purposeful, standards-aligned, inclusive, safe, and academically rigorous. Investing in teacher training is therefore essential to realizing the full cognitive, social-emotional, and environmental benefits of outdoor learning. Even the most thoughtfully designed outdoor learning space can sit idle if educators don't feel confident, prepared, and supported in using it effectively.A great outdoor learning environment provides **potential** — but high-quality PD unlocks that potential.

19 characters left of 2,000

Participant Engagement*

Please indicate the anticipated total number of program hours your proposed project will engage each student.

- ○ 16+ hours
- ◉ 10 - 15 hours
- ○ 6 - 10 hours
- ○ 1 - 5 hours

Anticipated Impact*

Please describe the anticipated impact your proposed project will have on students' learning.
Your proposed project must directly engage a minimum of 20 students.
Proposed projects may include students from more than one class, grade, or school.

Student Impact (K-5)

- Improved focus and sustained attention
- Increased student engagement
- Enhanced STEM proficiency through applied learning
- Growth in scientific inquiry and data analysis skills

Behavioral & Social-Emotional Outcomes

- Reduction in classroom disruptions
- Improved self-regulation
- Increased cooperative learning
- Strengthened student-teacher relationships

Mental Health & Wellness Outcomes
- Reduced stress levels for students and staff
- Improved mood and emotional resilience
- Greater sense of belonging and connection

Community Impact
- Beautification of a concrete-dominant neighborhood
- Family engagement through garden workdays
- Increased environmental awareness and stewardship

Teacher Impact:
- Builds Teacher ConfidenceMany educators were not trained to teach outdoors.
- Connects Outdoor Spaces to CurriculumTeachers need support in aligning outdoor learning with academic standards.
- Moves Beyond "Recess with Clipboards"Without training, outdoor time can default to unstructured play or superficial activities. PD helps educators design intentional, inquiry-based, and experiential learning experiences.
- PD ensures that outdoor education practices are inclusive, culturally responsive, and accessible to all learners — including students with diverse needs.
- Sustains Long-Term UseOne-time workshops are rarely enough. Ongoing coaching, modeling, collaborative planning, and reflection are what make outdoor learning a sustained practice rather than a short-lived initiative.

17 characters left of 1,500

Instructional Strategies*

Please describe how the following core Greening STEM instructional strategies will be utilized by your proposed project.

- Place-based learning
- Standards-based learning (e.g. NGSS)
- Project-based learning
- Community/cultural-based learning
- Other (optional)

Our proposed Greening STEM project will integrate **place-based learning** by grounding instruction in state standards and in local environmental issues, allowing students to investigate real ecological challenges within their own community and region. Through **standards-based learning**, lessons and assessments will be intentionally aligned with Tennessee state stands to ensure rigorous, measurable outcomes in scientific practices, crosscutting concepts, and disciplinary core ideas. Using **project-based learning**, students will engage in extended, inquiry-driven projects—such as using the engineering design process to design sustainability solutions or conducting environmental impact investigations—that require collaboration, critical thinking, and real-world application of STEM skills. Finally, **community- and cultural-based learning** will be embedded by partnering with local organizations, families, and cultural leaders to incorporate community knowledge, values, and environmental priorities, ensuring that learning is relevant, inclusive, and reflective of the lived experiences of our students.

397 characters left of 1,500

Project Partners*

NEEF encourages applicants to have a variety of partners to improve the project's connection to the local community, ensure quality volunteer involvement, and expand the impact of the project.

Please list and briefly describe your anticipated collaborative partners (e.g., federal, state or local natural resource agencies, Native American tribes, school districts, community nonprofits) and how they will contribute (e.g. educators, expertise, equipment, volunteers) to the design and implementation of your proposed project. Please include the public land site (e.g. nearby park, school campus, etc.), that will be the location(s) of your project's field activities. Also, please include any opportunities for local Arconic employee volunteerism that can support students in the field and/or by sharing their own STEM career pathways.

The focus of these grant funds will be to revitalize the underutilized school grounds into high-quality outdoor learning spaces.

Having an established, strong STEAM program at Green Magnet Academy, we have a long list of community partners with whom we have established relationships. Those community businesses and organizations will continue to partner with us on this project.

Project Partners:

Great Smoky Mountains National Park: student field trip with park educators, sharing of GSMNP career opportunities

Tremont (student): student field trip with educators (focus on the weather station at Tremont), sharing of Tremont career opportunities

Tremont (staff): Schoolyard Escape, Teacher Escape Weekend, Schoolyard Consultation

Acadia Landscaping: continued partnership with recently installed Sensory Park (collaboration and installation of student designed and built weather station; green careers)

Trees Knoxville: addition of trees to school grounds w/students educated on appropriate tree types, location, planting

Keep Knoxville Beautiful: lessons on good stewardship of natural areas

Knox County Community Gardens and Growers' Alliance: outdoor/gardening standards aligned lessons with students

University of Tennessee/SEEED: gravel tree stormwater system and rain garden installation with standards aligned classroom lessons

Emily Morgan, author of "Balance Screen Time with Green Time" and other STEM titles: staff book study, live professional development session

23 characters left of 1,500

Application

Collaborate 0

Where Learning Takes Root: Reimagining Outdoor Spaces at Green Magnet Academy
Process: 2026 Arconic Greening STEM Grant

Contact Info | Request | Documents 0

Applicant:
Sandy Morris
sandra.morris@knoxschools.org

Contact Email History

Organization:
Green Magnet Academy
62-1514781
865-594-1324
801 Lula Powell Drive
Knoxville, TN 37915

LOI | Application | Document Viewer | Application Packet | Question List

Fields with an asterisk (*) are required.

Project Information

Project Name*

Where Learning Takes Root: Reimagining Outdoor Spaces at Green Magnet Academy

Project Budget *

Upload your project Budget. The project budget should be a detailed, line item budget.
Please use NEEF's **project budget template**.
Please use this space to include any additional context around your budget, if needed.

This is a new area of focus for our school, therefore, the grant funds are professional development heavy. We have the space and the outdoor areas, but we need guidance from professionals on how to effectively make use of and enhance those spaces. **Schoolyard Escape** is a one day

workshop at a local school to discover ways to apply standards to an outdoor setting in your own schoolyard. **Teacher Escape Weekends** are immersive weekends on Tremont's campus inside the national park exploring the inquiry learning cycle and cooperative teaching model. **School yard Consultation** is where teachers work alongside Tremont staff to design a schoolyard walkthrough and/or workshop experience to take learning from four walls to no walls while also aligning to curriculum standards.
The staff book study using the book Balance Screen Time with Green Time is modeled after a book study done several years ago which was vital to buy in from our staff with our STEAM program. As we plan to this time, we had the author of the book provide a day long professional development session after the book study. The book study and author PD proved to be incredibly beneficial in helping staff see that this is doable and makes teaching exciting for them and learning more engaging for the students.

218 characters left of 1,500

GMA NEEF Budget.xlsx [31.5KiB]

Personnel Details

Please list the title of any personnel listed in your budget, and briefly describe how they will support the grant activities. If no personnel are included in your budget, please list N/A.

N/A

1,497 characters left of 1,500

Fiscal Sponsorship*

Is your project or organization fiscally sponsored? A fiscal sponsor is a nonprofit organization that provides fiduciary oversight, financial management, and other administrative services to help build the capacity of a charitable entity. If your organization will be receiving funds directly, select no. If your organization would like funds sent to a school related foundation, select yes.

- ○ Yes
- ◉ No

Organization Information

This is required for non-profit organizations ONLY. If you are a federal agency, state agency, local agency or federally-recognized tribe this section is not required.

Organizational Budget

Upload the most recent operating budget for your organization's current fiscal year.

Organizational Financials

1. If you have an Audit for your **most recently completed Fiscal Year**, please only upload the Audit. If you have a UG (Uniform Guidance) audit, you are required to submit it.
2. If you do not have an Audit, please upload a Balance Sheet and Statement of Income (also known as a Statement of Activities or Profit & Loss Statement) for your **most recently completed fiscal year**.
    - Please complete NEEF's Balance Sheet and Statement of Income/Profit Loss Sheet templates if you do not use an official system such as QuickBooks.
    - Please submit your most recent financial review if available.

Conflict of Interest Policy

Please upload you Conflict of Interest Policy. If you do not have one, please feel free to use this sample.

Applicant Name: Sandra Morris

Project Title: Where Learning Takes Root: Reimagining Outdoor Spaces at Green Magnet Academy

Staff Book Study Books: Balance Screen Time with Green Time	Supplies	40	$37.95	$1,518.00			$1,518.00	
Lowes/Home Depot Gift Card (Materials for Weather Station)	Supplies	1	$2,547.00	$2,547.00			$2,547.00	
Emily Morgan Professional Development (author of Balance Screen Time with Green Time)	Professional Development F	1	$2,500.00	$2,500.00			$2,500.00	
Schoolyard Escape PD (Tremont)	Professional Development F	20	$40.00	$800.00			$800.00	
Teacher Escape PD (Tremont)	Professional Development F	15	$99.00	$1,485.00			$1,485.00	
Schoolyard Consultation (Tremont Staff)	Professional Development F	5	$750.00	$750.00			$750.00	
Field Trip Bus	Travel	1	$400.00	$400.00			$400.00	
				$10,000.00	$0.00	$0.00	$10,000.00	

Total Personnel	$0.00	$0.00	$0.00
Total Supplies		$0.00	$0.00
Total Contractual	$400.00	$0.00	$0.00
Total Travel		$0.00	$0.00
Total Field Trip Fees	$0.00	$0.00	$0.00
Total Other	$0.00	$0.00	$0.00

Total Cash Match	$0.00
Total In-Kind Match	$0.00

The National Environmental Education Foundation (NEEF)
Grant Agreement

The grant to South Doyle Middle School ("Grantee"), whose , from the National Environmental Education Foundation ("NEEF") is for the purpose(s) described below and is subject to your organization's acceptance of the terms and conditions herein. To acknowledge this agreement, accept its terms, and be eligible to receive payment of the grant, please sign and return or send a scanned copy to NEEF. This grant is made possible through funding from the Arconic Foundation.

Grantee: South Doyle Middle School
Grant Number: 26-002
Grant Amount: $5,000
Grant Period: January 1, 2026 – June 1, 2026
Grant Purpose: SDMS Tremont & Baker Creek Restoration Project

This Grant is made subject to the following terms ("Grant Agreement") as agreed to by NEEF and the Grantee.

Purpose of Grant:
These funds shall be used solely for the purposes outlined in this Grant Agreement and adequate records will be kept to evidence this fact. Such records (including financial) will be made available to NEEF upon request.

Specifically, funds will be used to partner with local stakeholders and other area schools to provide a series of Greening STEM learning activities both on and off campus. Funding is to support project-related costs such as transportation of students, substitute teachers, environmental monitoring equipment and supplies, and other expenses directly associated with program development and delivery.

Grant Guidelines:
Through NEEF's grant, the Grantee will:

- Allow NEEF and their designated agents access to relevant Grantee staff and members to gather stories and information to be shared;
- Allow NEEF access to and a participatory role in the sponsored project;
- Provide NEEF with specific quantitative and qualitative information resulting from the event for project promotion, modeling, and evaluation purposes (see Report and Evaluation below);
- Provide, with captions, four to five high quality photos and two videos—see Publicity section.

Restrictions:
Funding from NEEF is subject to certain restrictions. Funds shall not be used for:

- Conducting lobbying, carrying on propaganda, or otherwise attempting to influence legislation.
- Influencing the outcome of any specific election through any means.
- Purposes other than charitable, scientific, or educational.
- Budget shortfalls, general support, or endowment funds.
- Land acquisition or real estate purchases.
- Individual scholarships or fellowships.
- Federal staff time.

- Reimbursement purooses (i.e., to cover costs associated with events or activities that have already occurred).
- Any costs not directly related to the funds requested in the proposal.

As NEEF is congressionally chartered, projects funded through this agreement cannot be used for political lobbying, political advocacy, litigation initiatives, policy advocacy, or any other forms of advocacy.

Advance Notice:
The Grantee will immediately notify NEEF in writing to grants@neefusa.org of any significant changes to the actions described in the proposal. The Grantee will also immediately notify NEEF of any changes in the Grantee's organizational status, personnel, or point of contact. Failure to do so may result in termination of future funding.

NEEF Contacts:
Primary contacts at NEEF for this Grant and Grant Agreement are:

Primary Programmatic Contact	**Alternate Contact**
Robert Sendrey Program Director, Environmental Education RSendrey@NEEFusa.org	Grants@NEEFusa.org

Publicity:
NEEF may include information about this grant in public documents (print and electronic), including its periodic public reports or press releases. Any websites, publications, presentations, or other discussion of this project by the Grantee shall acknowledge the financial support provided by NEEF. Use of any NEEF logos, including programmatic logos, in either print documents, websites, or other online formats must be approved by NEEF prior to use. Please contact NEEF for appropriate logos and usage.

NEEF wants to tell your story. In order to share your experience with other organizations like yours, NEEF may request interviews, videos, or pictures to help tell your story. Any pictures or videos that include images of people must be accompanied by a NEEF Media Release for each identifiable individual (available here).

Payments:
The payment schedule for this grant will be as follows: Upon receipt of a signed grant agreement, the payment will be entered into NEEF's billing system. Grant funding will be distributed within 30 days of entry into the billing system.

Checks cannot be made out to individuals. A check must be made out to the granted educator's school, organization, or some other entity or agent connected to the organization that is able to give the funds to the Grantee for use on the proposed project.

Payments will be made to:_____[Payee School or Organization]

ATTN:_____[Contact Name]

_____[Address]

_____[Address]

Report and Evaluation:
A virtual project check-in and update will be required and will be scheduled by the NEEF environmental education program staff.

A written narrative and financial final report on the outcomes of this Grant are required and will be due **June 30, 2026**.

The Grantee agrees to be a part of the evaluation, returning any surveys, welcoming site visits and submitting to interviews (in person or by phone), as determined to be necessary by NEEF and any external evaluator working with NEEF.

Termination:
NEEF reserves the right to discontinue, modify, rescind, or withhold any payments under this Grant Agreement if the Grantee has not carried out the stipulated terms. In the event NEEF exercises its rights to terminate this Grant Agreement, NEEF will notify the Grantee in writing and provide an opportunity for the Grantee to respond within thirty (30) days from the date of the termination notice. If the Grantee finds they cannot carry out the stipulated terms and actions of this Grant Agreement they will notify NEEF immediately. The grant may be closed, and any funds not expended for the purposes outlined in the Grant Agreement must be returned to NEEF.

The undersigned parties agree to the terms of this Grant Agreement as outlined above:

For NEEF:



Date: March 5, 2026

Sara Espinoza, President
National Environmental Education Foundation

For the representative of the Grantee with the signatory authority to accept the grant:

_____ Date: _____
(Authorized Representative)

_____
(Printed Name)

_____
(Title)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-168 (c)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KCS | DR. JON RYSEWYK
Superintendent
KNOX COUNTY SCHOOLS

December 1, 2025

Ms. Sauer,

This letter is your pre-approval to seek grant funds for South Doyle Middle to attend the Tremont institute and for a native plants garden bordering the school grounds.

Final approval of any programming taking place within Knox County Schools is contingent upon acceptance by your principal/supervisor and/or appropriate curricular leads.

It is highly recommended that all applications for funding be developed in conjunction with the KCS Grants Department. All projects involving Facility changes should first complete and submit the FA100 form.

All grant awards must be formally reviewed and accepted by the KCS Board of Education. Receipt of grant application pre-approval does not guarantee award acceptance. This pre-approval should be included alongside the grant narrative and budget on the district routing form when seeking Board approval after funds are awarded. Further, any research, whether grant funded or not, requires separate approval from the KCS Research Committee. Any grants including the purchasing of assets should seek input from the Asset Property Manager (assetmanager@knoxschools.org) to ensure proper procedures are followed.

Please contact me at 865-594-8080 if you need further assistance with this or any funding needs.

Best Wishes,

Heather V. Henderlight

Heather V. Henderlight
Grant Development | Project Management

SDMS Tremont & Baker Creek Restoration Project

2026 Arconic Greening STEM Grant

South Doyle Middle School

South Doyle Middle School
3900 Decatur Road
Knoxville, Tennessee 37920

O: 8655792133

Ms Jennifer Sauer

South Doyle Middle School
3900 Decatur Road
Knoxville, Tennessee 37920

jennifer.sauer@knoxschools.org
O: 8655792133

LOI Form

Please review the 2025 Greening STEM Project Design Principles before moving forward.

Applicant Location*

Please select the city that corresponds with your geographic location.

Knoxville/Blount County, TN

Amount Requested*

Please select the funding amount offered by NEEF staff for your location.

$5,000

Project Name*

Name of proposed project.

SDMS Tremont & Baker Creek Restoration Project

Organization EIN*

Please input your organization's EIN, (Employer Identification Number) in the following format. XX-XXXXXXX

62-1514781

Project Participants*

Please identify the middle school grades the proposed project will serve. Check all that apply.

6th Grade
7th Grade
8th Grade

Project Participants*

Indicate the total number of students the proposed project anticipates serving.

500

Project Description*

In 1-2 paragraphs, describe the design and implementation timeline for your proposed Greening STEM project and the learning objectives to be accomplished. Be sure to explain how the proposed project will address the components of the Greening STEM model.

We plan to use the $5,000 NEEF funding to pay for two projects, the yearly Tremont trip for the 2026 school year and to fund a riparian zone section for our school creek, Baker Creek. The Tremont funding will help to pay for the required teacher professional development, "Teacher Escape", school busing, scholarships, deposit and other educational purchases like journals. This funding will help to make the cost of the trip affordable to our title one school students.

The Riparian zone creek restoration project would be a year long process with multiple partners. Students, community members, and experts would be a part of the process as we make a long term plan, pull invasive species and replant with beneficial native plants. As our school's mascot is the Cherokee, we would also like to honor that by working with the Eastern Band of the Cherokee Indian Extension office to find Cherokee culturally significant plants like river cane and sochan that would do well in the area. We hope to create long lasting signage that highlights these important plants along the pathways that would be educational and accessible to students and the community. We have made initial contact with the Knox County School's maintenance department, City's Office of Neighborhoods and County Stormwater and they are interested in helping with the project. We also have adopted our creek so this would be a part of the betterment of our creek goals. We would begin researching the project in January and start pulling invasive plants throughout February and March. Once the weather warms up, later in March, we would begin planting native and culturally significant plants. Signage can begin after that but with the help of research we can make initial designs for the signs and content as part of our research in January and February.

Participant Engagement*

Please indicate the anticipated total number of program hours your proposed project will engage each student.

16+ hours

Anticipated Impact*

Please describe the anticipated impact your proposed project will have on students' learning.

Your proposed project must directly engage a minimum of 20 students.

Proposed projects may include students from more than one class, grade, or school.

Students 6th-8th grade in science enrichment class, around 200 students would help with an aspect of this project. The Environmental Club will also be a part of this project, 10 students. Students would be involved in researching, speaking to experts in the field from multiple agencies, to make this project plan. Once planned, students will begin to pull invasive plants with our volunteer partners, then students will begin planting when the weather warms up. Depending on the weather, students will need to water the plants weekly in the science enrichment class, about a 10 minute walk from class but still on our campus. Students will be able to connect science standards like ecosystems, native and invasive species and human impact into this service learning project. The hope is that they will see our creek ecosystem come alive with an even greater number species when we do our aquatic macroinvertebrate count. We will do a data collection analysis before and after the project to see if our species count has increased.

Tremont will be a 3 day camp experience for students filled with science and cultural learning. Our goal is to bring 50 7th and 8th grade students to the field trip in May of 2026.

Instructional Strategies*

Please describe how the following core Greening STEM instructional strategies will be utilized by your proposed project.

- Place-based learning

- Standards-based learning (e.g. NGSS)
- Project-based learning
- Community/cultural-based learning
- Other (optional)

This project is place-based as we will be learning about and restoring the Cherokee plants that historically would have thrived in this area. As students learn the science standards (6.LS2.5 Analyze existing evidence about the effect of a specific invasive species on native populations in Tennessee and design a solution to mitigate its impact., 6.ESS3.3 Obtain, evaluate, and communicate information about the impacts of human activities on the biosphere including conservation, habitat management, species endangerment, and extinction.) (7.LS1.4 Analyze data to determine the effect of genetic factors (e.g., specific breeds of organisms and their typical sizes) and environmental factors (e.g., food and space availability) that influence the growth of plants and animals.)(8.LS4.4 Develop a scientific explanation of how natural selection plays a role in determining the survival and reproduction of a species in a changing environment.) It is our hope that with student researched signage that is in both Cherokee and in English, that the community will gain scientific and cultural knowledge about the creek and it's plants and gain more respect for the place they live.

Tremont is filled with place-based learning in the forest and in the streams. Learning includes the science standards from NGSS like Asking questions (for science) and defining problems and planning and carrying out investigations.

Project Partners*

NEEF encourages applicants to have a variety of partners to improve the project's connection to the local community, ensure quality volunteer involvement, and expand the impact of the project.

Please list and briefly describe your anticipated collaborative partners (e.g., federal, state or local natural resource agencies, Native American tribes, school districts, community nonprofits) and how they will contribute (e.g. educators, expertise, equipment, volunteers) to the design and implementation of your proposed project. Please include the public land site (e.g. nearby park, school campus, etc.), that will be the location(s) of your project's field activities. Also, please include any opportunities for local Arconic employee volunteerism that can support students in the field and/or by sharing their own STEM career pathways.

Consultation with the Eastern Band of Cherokee for accurate knowledge and understanding. All signage will be vetted first by the EBCI. The Water Quality forum which runs the Adopt-a-Stream program and contains partners of Knox County Stormwater and City (https://waterqualityforum.org/about-the-water-quality-forum/) have offered expertise and will help with volunteering on work days and speaking with students as well as checking student plans for the area. Discover Life in America will also help with identifying invasive species and native species for the area. Knox County Schools will also be involved for final approval. This will be done at the Baker Creek Playground where the creek runs through- we will work on the school side of the property for restoration. We would love to have Arconic employees come to help pull invasive species with students on our work days as well. We have a Career fair at the end of the year and would love to have some members of Arconic there to share their STEM careers.

We are working with Tremont to provide a discounted rate for students as we are a title one school.

Budget Form

Applicant Name:Jennifer Sauer

Project Title:SDMS Tremont & Baker Creek Restoration Project

Budget Item	Budget Category	Quantity	Cost Per Item	Grant Amount Requested	Cash Match (not required)	In-Kind Match (not required)	Total	Comments
Tremont downpayment			$1,628.00	$1,628.00			$1,628.00	
Teacher Escape (6 teachers)		6	$99.00	$594.00			$594.00	
Tremont bus		2	$750.00	$1,500.00			$1,500.00	
Bus and sub fee for park/gardens		1	$428.00	$428.00			$428.00	
Native Plants		20	$15.00	$300.00			$300.00	
https://smartgardensigns.com/product/custom-plant-sign/		10	$30.00	$300.00			$300.00	
Cherokee consultation		1	$250.00	$250.00			$250.00	
				$5,000.00	**$0.00**	**$0.00**	**$5,000.00**	

Total Personnel	$0.00	$0.00	$0.00
Total Supplies	$0.00	$0.00	$0.00
Total Contractual	$0.00	$0.00	$0.00
Total Travel	$0.00	$0.00	$0.00
Total Field Trip Fees	$0.00	$0.00	$0.00
Total Other	$0.00	$0.00	$0.00

Total Cash Match	$0.00
Total In-Kind Match	$0.00

From: Anne Thomas-Abbott
To: HEATHER HENDERLIGHT
Cc: Rachel Hutson; REBECCA WOODALL WINTON; SANDRA MORRIS; JENNIFER SAUER
Subject: Fwd: KCS Board Deadline Tomorrow
Date: Tuesday, March 17, 2026 1:50:18 PM

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi Heather,

I'm so pleased to report that, in addition to South-Doyle Middle receiving a $5,000 renewal grant from NEEF (referenced in an earlier email from Jen Sauer), Belle Morris, Green Magnet, and Spring Hill Elementary Schools will be receiving $10,000 each through the Greening STEM NEEF Grant.

Forwarded below is a message from Sarah Blount with NEEF who expects the award letters will arrive to the schools by the end of the week. Do you need anything else in advance of that to get these grants on the board agenda for April? I think Sarah would and will be responsive should that be the case.

So glad the timing seems to be working out,
Anne

---------- Forwarded message ---------
From: **Sarah Blount** <SBlount@neefusa.org>
Date: Tue, Mar 17, 2026 at 1:33 PM
Subject: RE: KCS Board Deadline Tomorrow
To: anne@gsmit.org <anne@gsmit.org>
Cc: Megan Willig <MWillig@neefusa.org>, Robert Sendrey <RSendrey@neefusa.org>, john@gsmit.org <john@gsmit.org>, REBECCA WOODALL WINTON <rebecca.woodall@knoxschools.org>, SANDRA MORRIS <sandra.morris@knoxschools.org>, Rachel Hutson <hutsonr@unitedwayknox.org>

Hello,

I can confirm that NEEF is planning to award funding to Belle Morris, Green Magnet, and Spring Hill Elementary. We have allotted $10,000 for each of these applicants. An award letter will be coming soon, ideally by the end of this week. Short of the formal letter with the grant agreement, what kind of documentation can I provide to assist?

Thank you,

Sarah

The National Environmental Education Foundation (NEEF)
Grant Agreement

The grant to Knox County Schools - Spring Hill Elementary School ("Grantee"), whose EIN from the National Environmental Education Foundation ("NEEF") is for the purpose(s) described below and is subject to your organization's acceptance of the terms and conditions herein. To acknowledge this agreement, accept its terms, and be eligible to receive payment of the grant, please sign and return or send a scanned copy to NEEF. This grant is made possible through funding from the Arconic Foundation.

Grantee: Knox County Schools - Spring Hill Elementary School
Grant Number: 26-007
Grant Amount: $10,000
Grant Period: January 1, 2026 – June 1, 2026
Grant Purpose: Sustainable STEM: Integrating School Wide Resource Management and Meteorological Monitoring

This Grant is made subject to the following terms ("Grant Agreement") as agreed to by NEEF and the Grantee.

Purpose of Grant:
These funds shall be used solely for the purposes outlined in this Grant Agreement and adequate records will be kept to evidence this fact. Such records (including financial) will be made available to NEEF upon request.

Specifically, funds will be used to partner with local stakeholders and other area schools to provide a series of Greening STEM learning activities both on and off campus. Funding is to support project-related costs such as transportation of students, substitute teachers, environmental monitoring equipment and supplies, and other expenses directly associated with program development and delivery.

Grant Guidelines:
Through NEEF's grant, the Grantee will:

- Allow NEEF and their designated agents access to relevant Grantee staff and members to gather stories and information to be shared;
- Allow NEEF access to and a participatory role in the sponsored project;
- Provide NEEF with specific quantitative and qualitative information resulting from the event for project promotion, modeling, and evaluation purposes (see Report and Evaluation below);
- Provide, with captions, four to five high quality photos and two videos—see Publicity section.

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- Influencing the outcome of any specific election through any means.
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- Land acquisition or real estate purchases.
- Individual scholarships or fellowships.
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- Reimbursement of project-related costs that occurred before the start of the grant period.
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NEEF Contacts:
Primary contacts at NEEF for this Grant and Grant Agreement are:

Primary Programmatic Contact
Robert Sendrey
Program Director, Environmental Education
RSendrey@NEEFusa.org

Alternate Contact
Grants@NEEFusa.org

Publicity:
NEEF may include information about this grant in public documents (print and electronic), including its periodic public reports or press releases. Any websites, publications, presentations, or other discussion of this project by the Grantee shall acknowledge the financial support provided by NEEF. Use of any NEEF logos, including programmatic logos, in either print documents, websites, or other online formats must be approved by NEEF prior to use. Please contact NEEF for appropriate logos and usage.

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Checks cannot be made out to individuals. A check must be made out to the granted educator's school, organization, or some other entity or agent connected to the organization that is able to give the funds to the Grantee for use on the proposed project.

Payments will be made to:_____[Payee School or Organization]

ATTN:_____[Contact Name]

_____[Address]

_____[Address]

Report and Evaluation:

A virtual project check-in and update will be required and will be scheduled by the NEEF environmental education program staff.

A written narrative and financial final report on the outcomes of this Grant are required and will be due **June 30, 2026**.

The Grantee agrees to be a part of the evaluation, returning any surveys, welcoming site visits and submitting to interviews (in person or by phone), as determined to be necessary by NEEF and any external evaluator working with NEEF.

Termination:
NEEF reserves the right to discontinue, modify, rescind, or withhold any payments under this Grant Agreement if the Grantee has not carried out the stipulated terms. In the event NEEF exercises its rights to terminate this Grant Agreement, NEEF will notify the Grantee in writing and provide an opportunity for the Grantee to respond within thirty (30) days from the date of the termination notice. If the Grantee finds they cannot carry out the stipulated terms and actions of this Grant Agreement they will notify NEEF immediately. The grant may be closed, and any funds not expended for the purposes outlined in the Grant Agreement must be returned to NEEF.

The undersigned parties agree to the terms of this Grant Agreement as outlined above:

For NEEF:

_____ Date: March 17, 2026

Sara Espinoza, President
National Environmental Education Foundation

For the representative of the Grantee with the signatory authority to accept the grant:

_____ Date:_____
(Authorized Representative)

_____
(Printed Name)

_____
(Title)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-168 (d)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/25/2026

KCS | DR. JON RYSEWYK
Superintendent
KNOX COUNTY SCHOOLS

January 11, 2026

Ms. Woodall,

This letter is your pre-approval to seek grant funds for the Garden Club at Spring Hill Elementary to provide professional learning, a recycling program, build a weather station, and a compost area.

Final approval of any programming taking place within Knox County Schools is contingent upon acceptance by your principal/supervisor and/or appropriate curricular leads.

It is highly recommended that all applications for funding be developed in conjunction with the KCS Grants Department. All projects involving Facility changes should first complete and submit the FA100 form.

All grant awards must be formally reviewed and accepted by the KCS Board of Education. Receipt of grant application pre-approval does not guarantee award acceptance. This pre-approval should be included alongside the grant narrative and budget on the district routing form when seeking Board approval after funds are awarded. Further, any research, whether grant funded or not, requires separate approval from the KCS Research Committee. Any grants including the purchasing of assets should seek input from the Asset Property Manager (assetmanager@knoxschools.org) to ensure proper procedures are followed.

Please contact me at 865-594-8080 if you need further assistance with this or any funding needs.

Thank you,

Heather V. Henderlight

Heather V. Henderlight
Grant Development | Project Management

To secure funding from the **National Environmental Education Foundation (NEEF)** in 2026, proposals should align with their "Greening STEM" framework, which emphasizes hands-on, place-based learning and environmental monitoring.

I. Project Summary & Goals

Project Title: Sustainable STEM: Integrating School-Wide Resource Management and Meteorological Monitoring.

- **Goal 1:** Reduce school-site waste by 30% through a student-led paper recycling and on-site composting system.
- **Goal 2:** Establish a weather station to provide real-time weather data for student-directed research on local climate patterns and impacts.
- **Goal 3:** Intentionally use the garden waste to make compost that will enhance our school garden soil, which will be measured by plant growth and soil health metrics.

II. Program Components

1. **Paper Recycling Program:**
    1. **Infrastructure:** Procurement of blue collection bins for every classroom.
    2. **Student Role:** An "Eco-Team" will manage the collection and audit waste and calculate the volume of paper diverted from landfills.
2. **Full-Scale Weather Station:**
    1. **Technology:** Installation of professional-grade sensors for temperature, wind speed, barometric pressure, and precipitation.
    2. **STEM Integration:** Students will use the station to practice 21st-century data analysis, correlating local weather patterns with garden productivity and composting rates.
3. **Compost Station for Garden:**

1. **Implementation:** Setup of three-bin compost systems or tumblers to process organic waste.
2. **Education:** Students learn about biological decomposition and apply finished compost to school gardens.

IV. Budget Estimates (Total Request: $5,000 – $10,000)

- **Weather Station Equipment:** $1,500 – $2,500 (sensors, mounting hardware, data logger).
- **Recycling & Compost Infrastructure:** $1,000 – $2,000 (bins, signage, compost tumblers).
- **Educational Materials:** $500 (field manuals, soil test kits).
- **Teacher Training/Staffing:** $1,000 (professional development for STEM integration).

Sustainable STEM: Integrating School Wide Resource Management and Meteorological Monitoring

2026 Arconic Greening STEM Grant

Knox County Schools - Spring Hill Elementary School

4711 Mildred Dr
Knoxville, TN 37914

rebecca.woodall@knoxschools.org
O: 865-594-1365

Mrs. Rebecca Ann Woodall

4711 Mildred Dr
Springplace Circle
Knoxville, TN 37914

rebecca.woodall@knoxschools.org
O: Phone: (865) 594-1365
M: 8652085044

Application Form

Project Information

Project Name*

Sustainable STEM: Integrating School Wide Resource Management and Meteorological Monitoring

Project Budget*

Upload your project Budget. The project budget should be a detailed, line item budget.
Please use NEEF's **project budget template.**
Please use this space to include any additional context around your budget, if needed.

NEEF_Project-Budget-2026SpringHill.xlsx

Personnel Details

Please list the title of any personnel listed in your budget, and briefly describe how they will support the grant activities. If no personnel are included in your budget, please list N/A.

N/A

Fiscal Sponsorship*

Is your project or organization fiscally sponsored? A fiscal sponsor is a nonprofit organization that provides fiduciary oversight, financial management, and other administrative services to help build the capacity of a charitable entity. If your organization will be receiving funds directly, select no. If your organization would like funds sent to a school related foundation, select yes.

No

Organization Information

This is required for non-profit organizations ONLY. If you are a federal agency, state agency, local agency or federally-recognized tribe this section is not required.

Organizational Budget

Upload the most recent operating budget for your organization's current fiscal year.

Organizational Financials

1. If you have an Audit for your **most recently completed Fiscal Year**, please only upload the Audit. If you have a UG (Uniform Guidance) audit, you are required to submit it.
2. If you do not have an Audit, please upload a Balance Sheet and Statement of Income (also known as a Statement of Activities or Profit & Loss Statement) for your **most recently completed fiscal year**.
    - Please complete NEEF's Balance Sheet and Statement of Income/Profit Loss Sheet templates if you do not use an official system such as QuickBooks.

- Please submit your most recent financial review if available.

Conflict of Interest Policy

Please upload you Conflict of Interest Policy. If you do not have one, please feel free to use this sample.

Budget Form

NEEF

Applicant Name:

Project Title:

Budget Item	Budget Category	Quantity	Cost Per Item	Grant Amount Requested	Cash Match (not required)	In-Kind Match (not required)	Total	Comments
Beautyberry trees	Supplies	6	$20.00	$120.00				
Inkberry trees	Supplies	6	$20.00	$120.00				
Pine Straw	Supplies	1	$100.00	$100.00				Truck scoop
Mulch	Supplies	1	$100.00	$100.00				Truck scoop
Rain Gauge	Supplies	1	$42.00	$42.00				
Thermometer	Supplies	1	$35.00	$35.00				
Barometer	Supplies		$202.00	$0.00				
Wind Sock	Supplies	1	$89.99	$89.99				
Thermohygrometer	Supplies	1	$54.99	$54.99				
3 inch exterior nails	Supplies	1	$16.00	$16.00				
Acrlic Paint	Supplies	1	$15.00	$15.00				
Clear Matte Sealant	Supplies	1	$35.00	$35.00				
Bolts and fastners	Supplies	4	$2.00	$8.00				
Foam Board	Supplies	1	$45.99	$45.99				
Blue Recycle Bins (pack of 12)	Supplies	6	$98.15	$588.90				
Labor for Station Box and Compost Bins	Contractual		$250.00	$0.00				
Utility Cart	Supplies	1	$575.00	$575.00				
Scale	Supplies	1	$35.00	$35.00				
Prepayment for Tremont Trip	Field Trip Fees	18	$296.00	$5,328.00				
Professional Development (TEW)	Professional Development F	11	$95.00	$1,045.00				
Travel Cost toTremont	Travel	1	$900.00	$900.00				
Signage for plants	Supplies	30	$4.00	$120.00				
Hardware cloth	Supplies	2	$21.20	$42.40				
2x2x8 boards	Supplies	3	$5.00	$15.00				
1x6x6 boards	Supplies	3	$5.00	$15.00				
1x6x10 boards	Supplies	4	$9.00	$36.00				
1x4x6 boards	Supplies	2	$4.00	$8.00				
2x6x8 boards	Supplies	3	$9.00	$27.00				
2x4x10 boards	Supplies	10	$6.00	$60.00				
5 gallon bucket	Supplies	2	$5.00	$10.00				
Station Box	Supplies	1	$200.00	$200.00				
				$9,787.27	**$0.00**	**$0.00**	**$0.00**	

Total Personnel	$0.00	$0.00	$0.00
Total Supplies	$517.00	$0.00	$0.00
Total Contractual	$0.00	$0.00	$0.00
Total Travel	$0.00	$0.00	$0.00
Total Field Trip Fees	$0.00	$0.00	$0.00

Total Other	$0.00	$0.00	$0.00

Total Cash Match	$0.00
Total In-Kind Match	$0.00

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve receipt of Greening STEM National Environmental Education Foundation grants for Belle Morris Elementary, Spring Hill Elementary, Green Magnet Academy, and South Doyle Middle School in total amount of $35,000.

Cost to Knox County Schools

0

Description and Type of Funding Source

National Environmental Education Foundation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session

Meeting Date: 04/09/2026

National Park Trust Kids to Parks Day School Grants

Submitted By: Terri Coatney

Department: Academics **Division:** Region 5

Explanation

Approve National Park Trust Kids to Parks Day School Grants in the total amount of $1,500.00 for Belle Morris Elementary School and South-Doyle High School
- *Recommended by Superintendent*

Fiscal Impact

Attachments

Grant Detail for Belle Morris ES

Grant Detail for South-Doyle HS

Fiscal Note

Treasure Forever

Your Submitted Kids to Parks Day School Grants Program Application

Kids to Parks Day School Grants Program

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

SCHOOL INFORMATION

Name of School	Belle Morris Elementary
Mailing Address	2308 Washington Pike/Belle Morris E
Mailing Address 2	
City	Knoxville
State	Tennessee
Zip/Postal Code	37917
Main Telephone	(865) 594-1277
Free or Reduced Lunch Percentage	100%

TEACHER/SCHOOL STAFF CONTACT INFORMATION

Salutation	
First Name	Rachel
Last Name	Hutson
Title	
Email Address	rachel.hutson@knoxschools.org

Telephone (865) 594-1277

TEACHER QUESTIONS – KTP DAY SCHOOL GRANT REQUEST DETAILS

What park will you visit on your trip?

Great Smoky Mountains Institute at Tremont

This grant will make the Tremont Legacy Trip accessible to all 5th graders at Belle Morris Elementary, regardless of economic background. With Title 1 funding covering partial transportation costs, the grant will cover in-park tuition fees, ensuring students can experience hands-on environmental education that builds scientific literacy, leadership, and stewardship skills. The Tremont trip serves as a capstone experience in our multi-year, vertically aligned environmental education program, instilling lifelong environmental knowledge, teamwork, and civic responsibility. This grant will fund a significant portion of the 5th-Grade Tremont Legacy Trip, ensuring all students can participate regardless of financial circumstances. While the full grant will be applied to this year's trip, it will support the establishment of an ongoing, multi-year program, allowing future 5th-grade classes to participate annually. By providing this initial support, it will help perpetuate a Legacy Trip experience that builds environmental literacy, leadership, and stewardship skills for generations of Belle Morris students.

Educational In-Park Component

Students will engage in immersive field science investigations directly connected to the Smoky Mountain ecosystem. Activities include water quality testing, geology expeditions, biodiversity surveys, forest ecology exploration, nocturnal observation, and trail-based learning. Students will also participate in team-building exercises, environmental ethics lessons, and leadership development. Lessons are STEAM-integrated and emphasize scientific observation, problem-solving, and environmental stewardship. The curriculum at Tremont aligns with the NGSS standards of 5-ESS3-1. Obtain and combine information about ways individual communities use science ideas to protect the Earth's

resources and environment.

Stewardship In-Park Component

Students will engage in hands-on stewardship activities such as trail maintenance, litter cleanup, and habitat preservation. Tremont staff will guide students in understanding how their actions positively impact the environment. These activities help students develop a lifelong commitment to caring for public lands and encourage them to share their knowledge with peers and the community. After the trip, there will be student-led reflections and STEAM connections that are shared

in an "Environmental Legacy Project" presentation to the school community stakeholders, which includes samples of students, parents, community organizations, and other educators. In this project they will continue to expand upon what they learned about biodiversity, civic stewardship, and advocate for specific actions or

	amendments be made in our school's Environmental Vertical Curriculum & Legacy Outdoor Learning Plan.
Please explain how your school would benefit from this grant.	This grant will make the Tremont Legacy Trip accessible to all 5th graders at Belle Morris Elementary, regardless of economic background. With Title 1 funding covering partial transportation costs, the grant will support in-park tuition fees, ensuring that students can participate in hands-on environmental education that develops scientific literacy, leadership, and stewardship skills. The Tremont trip serves as the capstone experience in our multi-year, vertically aligned environmental education program, fostering lifelong environmental knowledge, teamwork, and civic responsibility. We believe this investment will have a direct impact on our local neighborhood as students engage in creative solutions to cultivating urban canopies and increasing access to fresh produce. By providing opportunities for inquiry-based projects that deepen students' connection to their local environment, this experience will enrich not only their learning but also the broader Belle Morris community. Moreover, this investment will expand our capacity and impact while supporting and sustaining ongoing fundraising efforts for future legacy trips.
Kids to Parks Day In-Park School Grant Timeline	5/11/2026
Kids to Parks Day In-Park School Grant Timeline Additional Information	This is an overnight experience, so our kids will be there from May 11-13th.
Student Participation Evidence	Students were actively involved in planning the Tremont Legacy Trip and shaping the in-park experience. Building on their love for the 3rd-grade field trip to the Smoky Mountains--where they explored plant and animal adaptations--students helped identify topics and activities they were most excited about for this trip, including field science investigations, biodiversity studies, and leadership exercises. We also gathered feedback from students and caregivers about the types of activities they wanted to see incorporated at school. Many expressed a desire for increased access to STEM enrichment opportunities, which informed the design of the Tremont Legacy Trip activities. Additionally, we hosted a parent/student question and interest night, giving students and families the chance to share their ideas, ask questions, and help guide the focus of the trip. Students contributed to the application by answering questions about what they hope to learn, how they will care for parks in the future, and why they are excited about this experience.
Student Participation Evidence Upload	**Files (0)** No files uploaded
Kids to Parks Day Number of Participating Students	60

Kids to Parks Day Grade Level	5th
How did you hear about this grant? Select all that apply.	Park/Partner Recommendation
If other, please write in your response.	

STUDENT QUESTIONS – KTP DAY SCHOOL GRANT REQUEST DETAILS

What will you learn during this in-park learning experience?	"We will learn about how to carefully handle wildlife and some good skills about making sure everything stays clean." "I want to attend the Tremont Institute because I think this will be a good learning opportunity And one way to connect with our classmates in our last year of elementary school." "I want to attend the Tremont Institute because I like building forts and shelters. And I love camping. I think we will have a great time." "I would like to go to Tremont because I will get to be in the woods. I will be able to literally go digging for wildlife! I'll get to go hiking and get to see some things I've never seen before! It may not be camping... but it's going to be ridiculously awsome!"
How can you help take care of our parks in the future based on what you will learn as a result of this in-park experience?	"We can help take care of our parks because we will know what to do when we are in the parks and we will learn about the different animals and plants there." "I'm most looking forward to hiking, digging for wildlife, and maybe even fishing!"
Students, why do you think your class should be selected as a Kids to Parks Day School Grant recipient? What excites you most about this opportunity?	"We should be selected because we are close to the Smoky Mountains and it will be good to learn about them and learn in them." "We should be picked because we know more about what Tremont is going to be teaching us and helping us learn about." "We can learn about being responsible in the forrest." "We should be picked because it will be great for us to learn about nature and because we love science and animals."

KTP DAY SCHOOL GRANT BUDGET QUESTIONS

Kids to Parks Day School In-Park Grant Amount	
Requested Grant Amount	$1,000.00

Kids to Parks Day School Grant Budget	
In-Park Experience Dollar Amount	$1,000
In-Park Experience Budget Narrative	Number of Students: 60 Number of Adults/Chaperones: 5 Program Cost per Person: $296 (includes up to 1 teacher/chaperone per 8 students) Total Cost of: $19,240 Financial Aid: $4,320 (reduces student cost to $72 per student) Additional Support: $7,696 from Local School Supports Fund Transportation Costs: $900 for two buses Total Trip Cost: $8,124 Requested Grant Amount from KTP: $1,000 The grant will be applied directly toward Tremont program tuition, covering a portion of the reduced student fees and ensuring equitable access for all students. Line-Item Budget Table: Category Description Amount In-Park Experience Tremont Institute tuition for 60 students and 5 chaperones (after financial aid and Local School Supports) $1,000 Transportation Two buses for 60 students and 5 adults $900 (covered by Title 1 funds)
Transportation Dollar Amount	0
Transportation Budget Narrative	In-Park Experience ($1,000 KTP grant): This funding helps cover Tremont Institute tuition for Belle Morris students, ensuring that every 5th grader can attend regardless of economic background. Financial aid and the Local School Supports Fund reduce the per-student cost, and the KTP grant fills a critical gap to make the trip fully accessible. Transportation ($900, Title 1 funds): Two buses will transport students safely to and from Tremont.
In-Park Stewardship Dollar Amount	These are included in the Tremont program and provide hands-on learning in park care, leadership, and environmental responsibility. The grant is funding the in-park education experience, but this is utilized as the gateway to the stewardship presentation, which doesn't require any additional funds. It only requires intention.
In-Park Stewardship Budget Narrative	We are utilizing other funding resources to fund the in-park stewardship element. We are applying for NEEF funding to support

	the continued development of our vertically aligned environmental education program and project-based learning initiatives. This funding will be used to cover the stewardship component of our Tremont Legacy Trip, ensuring students have hands-on opportunities to care for the environment while developing leadership and civic responsibility. Tremont Institute stewardship materials and program support for 60 students and 5 chaperones $0 (included in program tuition) Transportation to and from Tremont for stewardship activities $900 (covered by Title 1 funds, not requested from NEEF) Post-trip project materials for Environmental Legacy Projects, including journals, posters, and presentation supplies $1,000 (funded by requested NEEF grant) Resources for ongoing school-based environmental stewardship projects, including garden maintenance and citizen science kits $0 (covered by school and community partner resources)
Other In-Park Budget Expenses	None Needed

Need Support?

© 2026

National Park Trust
401 East Jefferson Street, Suite 207
Rockville, MD 20850

From: RACHEL HUTSON
To: HEATHER HENDERLIGHT; DAVID GUYER
Subject: Fw: Attention: Kids to Parks Day School Grant Agreement Assigned
Date: Monday, February 23, 2026 10:43:26 AM
Attachments: BMES Hutson NEEF and Tremont_Grant PreApproval.pdf
BMES Hutson Tremont_Grant PreApproval.pdf
Outlook-Logo-CS.pn.png
Outlook-Socials-01.png
Outlook-Socials-02.png
Outlook-Socials-03.png
Outlook-bottom-ban.png

Ms. Henderlight,

I wanted to let you know that **Belle Morris was selected as a recipient of the Kids to Park $1,000 grant for our Tremont Trip.**

We have to sign this agreement form and submit it by March 6th. However, I wanted to make you aware of this and get the approval needed before signing. I attached our pre-approval forms for your reference.

Does our admin need to submit this to the board of education?

Thanks,
Rachel

UNITED WAY Greater Knoxville
COMMUNITY SCHOOLS

Rachel Hutson
Community School Site Coordinator
Belle Morris Elementary

T: (865) 347-2577
E: hutsonr@unitedwayknox.org

1301 Hannah Ave. • Knoxville, TN 37921
uwgk.org

UNITED WE CAN BUILD THRIVING COMMUNITIES

From: ivan@parktrust.org <ivan@parktrust.org>
Sent: Monday, February 23, 2026 12:29 AM
To: RACHEL HUTSON <rachel.hutson@knoxschools.org>
Cc: ktpschoolgrant@parktrust.org <ktpschoolgrant@parktrust.org>; ivan@parktrust.org

<ivan@parktrust.org>
Subject: Attention: Kids to Parks Day School Grant Agreement Assigned

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hello Rachel,

Congratulations again! **You have been selected as one of the grantees of the 2026 Kids to Parks Day School Grants Program.** National Park Trust is excited to provide you with a grant to fund your park experience!

The next step in the process is for you to submit a grant agreement. **Please follow the link below to submit your check information. We cannot send your funding until this form is completed. Your information is due by March 6th, 2026, and checks will be mailed by March 20, 2026.** If you need your funding sooner, please contact Melody Walkiewicz at ktpschoolgrant@parktrust.org.

To access the online form, cut/paste the following URL in your browser:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?
x_gm_id=7616&x_proposal_type_id=79308

1) Log in with your E-Mail Address - rachel.hutson@knoxschools.org - and the password you established when setting up your Cybergrants account.

2) Once logged in, you will be prompted to the welcome page. Scroll to the bottom until you get to the "Grant Acknowledgement Form/Impact Reports Requiring Action" section.

3) Click the 'Due' link next to report type "Kids to Parks Day School Grants Agreement".

4) Review and complete the agreement.

5) Click the 'Submit' button to submit the agreement by 2026-03-06.

A celebratory award package will be sent to your school, which will include your grant check, an official Kids to Parks Day School Grants Program award certificate, and a plush Buddy Bison, the Park Trust's lovable woolly mascot.

Best,

National Park Trust CG/JMAIL/375908787

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-169 (a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/26/2026

Treasure Forever

Your Submitted Kids to Parks Day School Grants Program Application

Kids to Parks Day School Grants Program

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

SCHOOL INFORMATION

Name of School	South Doyle High School
Mailing Address	2020 TIPTON STATION RD
Mailing Address 2	
City	Knoxville
State	Tennessee
Zip/Postal Code	37920
Main Telephone	8655774475
Free or Reduced Lunch Percentage	~60%

TEACHER/SCHOOL STAFF CONTACT INFORMATION

Salutation	Ms.
First Name	Susan
Last Name	Reynolds
Title	Teacher
Email Address	susan.reynolds@knoxschools.org

Telephone	8655774475

TEACHER QUESTIONS – KTP DAY SCHOOL GRANT REQUEST DETAILS

What park will you visit on your trip?	Great Smoky Mountains National Park
Educational In-Park Component	We will be assessing health of an aquatic ecosystem through salamander monitoring and macroinvertebrate monitoring.
Stewardship In-Park Component	The stewardship portion of this trip is incorporated into the educational component. We will be collecting citizen science to assess water quality. This data will be saved on fieldscope and will be used by the resource management team. We will be contributing to a database spanning the past 20 years.
Please explain how your school would benefit from this grant.	While the trip itself is offered for free through the National Park Service, we require bus transportation for the trip. I have a very small class (9 students) with about half of them receiving free or reduced lunch. To split the cost of even a small bus among so few students isn't feasible, especially for those who routinely require financial assistance. This grant would allow this field trip to be a possibility. We do not have access to a water source on campus, and so assessing water quality in the GSMNP will allow my students an opportunity they wouldn't necessarily otherwise have, in addition to helping the national park service collect data.
Kids to Parks Day In-Park School Grant Timeline	3/6/2026
Kids to Parks Day In-Park School Grant Timeline Additional Information	N/A
Student Participation Evidence	The inception for this trip originated with one of my students who participated in Girls in Science at Tremont. Over the course of several weeks at the beginning of the fall semester, she brought up Tremont many times and encouraged (maybe begged) me to look into the possibility of our class visiting Tremont. Tremont was not as feasible of an option for a variety of reasons and through Tremont, we were directed to the National Park Service. We were approved for a one-day field trip to the park. I presented the questions from the student section of the application as a bell ringer at the beginning of class. The students' responses are included in that portion of the application.
Student Participation Evidence Upload	**Files (0)** No files uploaded
Kids to Parks Day Number of Participating Students	9
Kids to Parks Day Grade Level	Seniors

How did you hear about this grant? Select all that apply.	Other
If other, please write in your response.	An employee of Tremont

STUDENT QUESTIONS – KTP DAY SCHOOL GRANT REQUEST DETAILS

What will you learn during this in-park learning experience?	The following responses are from six of my students in APES: I will learn about how the natural environment works through micro-invertebrates and salamanders. Looking and assessing their ecosystems and resources and analyze how they live. And how the GSM protects them. I'm hoping to learn more about the environment and how we are able to help protect it as well as the different species that live close by. We will learn as a class to cooperate as a group to perform studies and observations about and within the Great Smoky Mountains. We will study biodiversity, appreciate conservation efforts and understand how humans affect the surrounding environments. Learn all about nature and species in the smokey mountains, also over all how important keeping nature persevered. During this in-park experience I will learn how to take care of a specific animal depending on our duty. We will also learn the importance of maintaining the environment. During this in-park experience, our class will learn to study patterns to come to different conclusions in the environment. Through these patterns, we will also learn the history of our natural land and the cultural significance of the species in the environment.
How can you help take care of our parks in the future based on what you will learn as a result of this in-park experience?	By protecting our public land and providing education to everyone whether that be our city, state, country, or world. The majority of us like going camping/hiking so we'll be able to learn habits that are good (and not good) to do while you're out in nature. Also you can learn how to properly clean up an area, if there's something specific you need to do. We will learn about the park's data, issues, and conservation efforts along with the reasoning behind these. Experiencing nature in person will inspire us to take measures of keeping national parks healthy for every species and enhance our knowledge of our nearest national park. No littering, leaving things as they are, and all round not doing things to ruin our environment

In the future we can help take care of the park by preventing doing anything that could potentially harm the park. That's if it's littering, disturbing environments, or mistreating species.

Applying the skills we will learn leads to an increase in confidence and problem-solving, especially in natural environments. Knowing the relevance, patterns, and historical context of the environment allows us to better treat it.

Students, why do you think your class should be selected as a Kids to Parks Day School Grant recipient? What excites you most about this opportunity?

That we can spend our school day learning about how our national parks work and get insight on the lengths of protection those in charge take. Also I think it'll be a great experience overall, taking a break from our scheduled school day to learn about our parks and experience it first hand.

It's really cool that we have the Smoky Mountains so close to us but not everyone gets an opportunity to go. This would be a really good experience for us, especially as most of us are seniors and are about to go out on our own, we can take what we learn on this trip and apply it for the future to our lives and teach others. I'm mostly excited to learn about the different species and biodiversity of the park.

In high school we're not given as many opportunities to learn about the environments in a hands-on process. We are expected to study books and past issues, limiting our current world knowledge. It would be nice to go on a field trip, given our school doesn't have adequate funding for yearly field trips for students and a considerable amount of us haven't been on field trips since middle school. It is best to learn about the place you live in, especially for a class like ours, who are all quite compassionate in conserving wildlife.

My family and I are just big on nature and love going on hikes. You get to see nature for itself and not all the man made buildings and roads that disrupt the environment, it's just all around peaceful to know people do care.Being a title 1 school, it's just hard to do things like this. We don´t get very many chances for any type of out of school trip. I know I'd be more than excited to get this opportunity. Our class would be able to hands-on learn, having the opportunity of a Kids to Parks Day school grant.

I believe our class should be selected as a Kids to Parks Day school Grant recipient because it will be a wonderful learning experience for us. What excites me the most about this experience is getting to see how different species are adapting to their environment.

South-Doyle High School is a Title I school, meaning its students come from diverse and underserved backgrounds, some of which are in Ms. Reynolds AP Environmental Science class. We are also a class full of senior girls, with over half striving to major in STEM. This experience will allow us to develop our understanding of environmental science and expand our confidence, as STEM is a predominantly male field. Students who have excelled beyond the constraints of being in a low-income family through AP have

deserved the opportunity to learn through hands-on engagement, providing full access to being a leader in the natural world.

KTP DAY SCHOOL GRANT BUDGET QUESTIONS

Kids to Parks Day School In-Park Grant Amount	
Requested Grant Amount	$500.00
Kids to Parks Day School Grant Budget	
In-Park Experience Dollar Amount	0.00
In-Park Experience Budget Narrative	There is no cost for the in-park experiences. We are just seeking money to cover our transportation.
Transportation Dollar Amount	500.00
Transportation Budget Narrative	We only require one bus.
In-Park Stewardship Dollar Amount	0.00
In-Park Stewardship Budget Narrative	There is no cost to the in-park stewardship component.
Other In-Park Budget Expenses	There are no other costs.

Need Support?

© 2026

National Park Trust
401 East Jefferson Street, Suite 207
Rockville, MD 20850

From: SUSAN REYNOLDS
To: MELISSA MORTON; HEATHER HENDERLIGHT
Subject: Fw: Congratulations! Information Regarding Your Kids to Parks Day School Grant Application
Date: Friday, February 20, 2026 2:38:40 PM

Ladies,
Below is notification of our grant award.

Take care,
Susan

From: ivan@parktrust.org <ivan@parktrust.org>
Sent: Friday, February 20, 2026 2:16 PM
To: SUSAN REYNOLDS <susan.reynolds@knoxschools.org>
Cc: ivan@parktrust.org <ivan@parktrust.org>; ktpschoolgrant@parktrust.org <ktpschoolgrant@parktrust.org>
Subject: Congratulations! Information Regarding Your Kids to Parks Day School Grant Application

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Susan Reynolds,

Congratulations! **You have been selected as one of the grantees in the 2026 Kids to Parks Day School Grants Program.** National Park Trust is excited to provide you with a grant to fund your park experience. Thank you for your dedication to our nation's parks and public lands and your willingness to explore the natural world and our nation's history.

We were thrilled with the thoughtful and creative applications this year. The 118 grants in 2026 include over 6,587 students from 31 states and American Samoa, Puerto Rico, the Mariana Islands, and Washington D.C.! And the best part? South Doyle High School will be a part of the Kids to Parks Day celebration!

National Park Trust is pleased to grant you $500.00.

On February 23rd, 2026 (Monday), you will receive another email from CyberGrants, which will prompt you to submit your check information. We cannot send out your funding until this form is completed. Your information is due by March 6th, 2026, and checks will be mailed on March 20th, 2026.

A celebratory award package will also be sent to your school. This package will include your check, an official Kids to Parks Day School Grants Program award certificate, and a plush Buddy Bison, the Park Trust's lovable, woolly mascot.

In accepting this funding, you agree to submit a Kids to Parks Day Grants Program final report by June 30th, 2026. The following information will be requested from you after the completion of your experience:

- A teacher summary - 1 or more paragraphs summarizing and reflecting on the experience written by the lead teacher.
- A teacher survey - Additionally, teachers are required to complete a brief online survey.

- A student summary - 1 or more paragraphs summarizing and reflecting on the experience written by a participating student. (One summary per entry is required, but more are welcomed). Students under 3rd grade may dictate quotes to the teacher to submit. **3rd grade and up must write a summary in their own words.**
- Five trip photos - Upload at least 5 digital photos from your experience. Photos should include your students learning, enjoying, and experiencing your lesson or program. Photos of students using any items purchased are also encouraged. Please include your plush Buddy Bison in the pictures as well!

Congratulations again! And remember, as Buddy Bison says, "Explore outdoors; the parks are yours!"

If you have any questions, please do not hesitate to contact Melody Walkiewicz at ktpschoolgrant@parktrust.org.

Best,

National Park Trust CG/JMAIL/375804933

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-1696

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/26/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve receipt of National Parks Trust grants in the amounts of $500 for South Doyle High School and $1000 for Belle Morris Elementary School.

Cost to Knox County Schools

0

Description and Type of Funding Source

National Parks Trust

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session

Meeting Date: 04/09/2026

Tennessee Society of Professional Engineers Knoxville Chapter GEARS Program Grant

Submitted By: Terri Coatney

Department: Academics **Division:** Region 5

Explanation

Approve Tennessee Society of Professional Engineers Knoxville Chapter GEARS Program Grant in the amount of $1,000.00 for Holston Middle School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Detail

Fiscal Note

TENNESSEE SOCIETY OF PROFESSIONAL ENGINEERS

KNOXVILLE CHAPTER
GEARS EDUCATION PROGRAM

APPLICATION FORM

I. SCHOOL INFORMATION

School: Holston Middle School

School District: Knox County Schools

Address: 600 N Chilhowee Dr.

CityZip Knoxville 37924

Contact Number: 865-594-1300 ex:41276

Email: deanna.sharp@knoxschools.org

Applicant Name: DeAnna Sharp & Alex Walker

Position: Librarian & STEM Teacher

If applying with a team of teachers, please provide all teachers' names

I understand the awarding of all grants and grant amounts shall be at the sole discretion of the Knoxville Chapter of the Tennessee Society of Professional Engineers Education Grant Committee. The Tennessee Society of Professional Engineers (TSPE) has the right to disseminate to others the information and material developed.

Applicant's Signature DAnna Sharp + AW **Date** 1/13/26

Principal's Signature [signature] **Date** 1/13/26

Please describe any involvement your school/classroom has (or has had in the past) with TSPE, Mathcounts, or an engineering /scientific organization.

Our current instructional coach used to teach STEM. She is a former recipient of this grant.

How did you receive or obtain this program information/application?

This information was obtained through a member of TSPE.

II. PROPOSED PROGRAM/PROJECT INFORMATION

Project Title Code to Carry: The Sphero Transportation Challenge

Grade Level: 6th Grade

Funds Requested ($250- $1000): $1,000

Check One category that best fits your program or project:

- ☐ Math
- ☐ Science
- ☐ Engineering
- ☐ Mineral/Natural Resources
- ☑ Technology
- ☐ College Preparatory
- ☐ Environmental
- ☐ Safety

GEARS EDUCATION PROGRAM
APPLICATION FORM (con't)

II. PROPOSED PROGRAM/PROJECT INFORMATION

Please respond to the following questions. You may respond in the space below or attach a separate sheet of paper with your response. Please be sure the proposed program/project meets (at least one of) the stated criteria and that planned expenses meet stated guidelines for use of funds.

Please identify the primary educational need your program or project will address; be as specific as possible:

This project addresses the need for hands on STEM learning by helping students connect coding and design to real-world problem solving. By using the design thinking process students will design and 3D print transportation mode for coded robots (Spheros). Students will design their transportation model on Tinkercad and then print via the 3D printer. An example of a mode of transportation a student might produce is a chariot. Students will strengthen problem-solving skills and gain a clearer understanding of how technology is used in real life.

Please list/describe the educational objectives of the program or project (how will students benefit?):

The educational objective of this program is for students to design and create a functional, 3D-printed mode of transportation for their Sphero. Through this project, students will benefit by developing critical thinking and problem-solving skills as they plan, test, and improve designs that allow the Sphero to move effectively. Students will also strengthen their understanding of engineering design, coding, and real-world application of STEM concept

Student Objective: Students will be able to design, build, and test a functional 3D-printed mode of transportation f their Sphero by applying problem-solving, critical thinking, and basic engineering design skills to help the Sphero move successfully

How many students will benefit from funds requested to implement this program or project?

150

Please describe the activities and materials for which funds will be used. (Please include a sample budget detailing how funds will be used):

Funds will be used to purchase a 3D printer and filament so students can print, test, and revise their designs, allowing them to experience the full engineering design process from digital concept to physical transportation prototype.

Item	Unit Price	Quantity	Total Price
Bambu Lab P2S Combo 3D Printer	$800	1	$800
Bambu Lab ABS Filament	$20	10	$200
		Total Project Cost: $1,000	

Only proposals submitted electronically will be accepted

Submit proposal via e-mail to:
knoxtspe@gmail.com

PLEASE REMEMBER TO:

- Sign the application and have the school principal/administrator sign the application
- Include a "line-item" project/program budget
- Documents should be in the form of an attached Microsoft Word document or PDF file.

From: DEANNA SHARP
To: HEATHER HENDERLIGHT
Subject: Re: TSPE GEARS Grant Award
Date: Friday, February 20, 2026 8:50:59 AM
Attachments: image001.png
Outlook-k0gaqimf.png
Holston GEARS Grant 26".pdf
Outlook-oroj3q45.png



From: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Sent: Friday, February 20, 2026 8:46 AM
To: DEANNA SHARP <deanna.sharp@knoxschools.org>
Subject: Re: TSPE GEARS Grant Award

Congratulations! Could you please send to me a copy of your grant application for the BOE routing?

Thank you

Heather V. Henderlight, Ed.S
Grant Writer | Project Management
Impact & Analytics
Knox County Schools
UT Tower, 620B
Office: (865)594-8080

From: DEANNA SHARP <deanna.sharp@knoxschools.org>
Sent: Friday, February 20, 2026 7:39:25 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: Fw: TSPE GEARS Grant Award

Hey Heather!
Just forwarding along that we got the GEARS grant for $1,000.

De Anna Sharp
LIBRARY MEDIA SPECIALIST
LEAD TEACHER | TEAM LEAD

Holston MIDDLE SCHOOL EST. 1991

From: Adam Duncan <aduncan@lcub.com>
Sent: Thursday, February 19, 2026 11:57 AM
To: DEANNA SHARP <deanna.sharp@knoxschools.org>
Cc: Michael Anderson <manderson@ardurra.com>; Wes Henderson <knoxtspe@gmail.com>
Subject: TSPE GEARS Grant Award

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Ms. Sharp,

Congratulations! The Knoxville Chapter of Tennessee Society of Professional Engineers has reviewed your school's application and is pleased to award your grant request.

Additionally, we would like to cordially invite you and a guest of your choice to our banquet on Friday, February 27, 2026 to formally accept your award. The banquet will be held at Bridgewater Place (205 Bridgewater Road, Knoxville, TN 37923) with a social hour beginning at 6:00p and dinner at 7:00p.

Please confirm your attendance and the name of your guest and we will be sure to reserve your spot. If you are unable to attend, please let us know so that we can coordinate delivery of your award.

Thanks very much for participating in our chapter,

LCUB
Going the Extra Mile

H. Adam Duncan, P.E.
Assistant VP – Electric and Fiber

7698 Creekwood Park Blvd.
PO Box 449
Lenoir City, TN 37772

o: 865-988-0789
m: 865-809-2439
aduncan@lcub.com

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-170

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/26/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve receipt of $1,000 in total grant funds for GEARS Education Grant from Tennessee Society of Professional Engineers Knoxville Chapter for Holston Middle School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Tennessee Society of Professional Engineers

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Grants 7. G.

Board of Education Regular Session

Meeting Date: 04/09/2026

Guitar Center Music Foundation Instrument Grant

Submitted By: Terri Coatney

Department: Academics **Division:** Region 2

Explanation

Approve Guitar Center Music Foundation Instrument Program Grant in the amount of $1,500.00 for Karns Middle School - R*ecommended by Superintendent*

Fiscal Impact

Attachments

Detail

Fiscal Note

(/sp/guitar-center-music-foundation)

Applications

Close (/sp/workflow/guitar-center-music-foundation?path=84956304)

Please complete all required fields.

You can save as a draft and return later to complete by clicking "Save Draft" at the bottom of the page.

When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

Submission Date

11/18/2025

Eligibility

Which of these categories best describes you?

In-school music instruction program

If applicable, has your organization been awarded a grant from the Guitar Center Music Foundation in the past? *

No

How long has your program been in existence? IF LESS THAN ONE YEAR, YOU ARE INELIGIBLE.

More than 5 years

Do participants pay for your program's services? IF ABOVE FAIR MARKET VALUE, YOU ARE INELIGIBLE.

No

Does your program require individuals to audition in order to participate? IF YES, YOU ARE INELIGIBLE.

No

How many times per week do participants receive music instruction while enrolled in your program? *IF LESS THAN ONCE A WEEK, YOU ARE INELIGIBLE.

4 or more times

How long does your program operate? *IF NOT A SCHOOL YEAR OR YEAR-ROUND, YOU ARE INELIGIBLE.

One school year

About Your Program

Provide a one-sentence description of your program.

The Karns Orchestra Program provides 6-12 students with high-quality string instruction, performance opportunities, and a supportive musical community that fosters creativity, confidence, and lifelong appreciation for the arts.

If applicable, when was your organization established?

2004

Describe how your program impacts your community.

Our program strengthens the community by giving students a constructive, collaborative outlet where they can develop discipline and self-expression, while also enriching local events through performances that bring families together, celebrate the arts, and inspire younger students to participate in music.

How many people will be directly impacted by this grant?

92

Finances

What is your organization's total operating budget?

Public school programs do not need to answer this question

Is the program budget for which you are requesting funding different than the organization's total budget?

On a scale of 1 to 10, how confident are you in the sustainability of your program's funding streams (donations, fundraising, sales, etc.)?

Scale of 1-10, 1=Our streams of income have already disappeared. 10= I am certain they will continue

7

Provide a brief explanation of your answer to the previous question.

While our program has a strong foundation of community support, and growing family engagement, our sustainability still depends on annual fundraising outcomes and donations that can fluctuate from year to year. We are actively strengthening these streams through expanded fundraising initiatives, strategic partnerships, and improved community outreach, giving us confidence in our long-term stability while acknowledging room for growth.

What kind of instruments do you plan to request on behalf of your organization? (Select all that apply)

Electric guitars, Acoustic-electric guitars, Bass guitars, Electric Keyboard, Drum Set, Other

If Other, please specify:

multi effect pedal, electric guitar, bass and keyboard amplifiers

How many instruments are you requesting? PLEASE BE SPECIFIC. WE WILL MAKE OUR DECISIONS BASED UPON YOUR REQUEST.

5

Please list your exact request (# of each instrument) or attach a wish list from GuitarCenter.com PLEASE BE AS SPECIFIC AS POSSIBLE. WE WILL MAKE OUR DECISIONS BASED UPON YOUR REQUEST.

1 electric guitar with amplifier and multi effect pedal
1 acoustic-electric guitar
1 bass guitar with amplifier
1 digital piano/electric keyboard with stand and bench
1 drum set

Photos/Videos - Optional, but HIGHLY recommended

Please upload as many photos/videos as possible so that we can get to know your program and share the good work you are doing. If we can share these photos on social media, please also upload the signed release form._Download the Release Form HERE (https://drive.google.com/drive/folders/11xiam1jeSQLVzfaNY52MIiOaObqamGNg?usp=share_link)_*Sign and Upload to this form. From there, you can upload your photos below.*

Upload Signed Image Release Form

Karns Middle School GCMF Image Release Form.pdf

How many photos/videos are you uploading?

1

Photo/Video Upload 1



Thank you for completing the Grant Application Form.

Thank you for doing what you do in your community! We look forward to learning about your music program and what you are doing to share the gift of music.

POWERED BY



Submittable

(http://www.submittable.com/)

From: JOSE RAMOS SANTIAGO
To: HEATHER HENDERLIGHT
Cc: BRENT GLENN
Subject: Fw: Exciting news about your application!
Date: Monday, February 23, 2026 12:23:09 PM

Here is the award email for my program.

Karns Middle School
Karns High School

José G. Ramos
Orchestra Director
(865) 539-7732 Ext. 41448
jose.ramossantiago@knoxschools.org
Knox County Schools
@karnsmiddleschoolorchestra

From: Guitar Center Music Foundation <no-reply@webportalapp.com>
Sent: Friday, February 13, 2026 9:44 PM
To: JOSE RAMOS SANTIAGO <jose.ramossantiago@knoxschools.org>
Subject: Exciting news about your application!

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Congratulations! I know I have met with almost all of you via Zoom, but I am officially pleased to inform you that you have been awarded the Guitar Center Music Foundation's instrument grant this quarter!

Please click here (https://webportalapp.com/sp/guitar-center-music-foundation) to log into your account and sign your grant agreement. Grant awards were based upon your application request. Please do not fill out your final report until you have received all of your instruments. We will be in touch with exact details about your grant next week.

We are so impressed with the work you all are doing, and don't forget to send us photos/video and tag us on social media @GuitarCenterFoundation. And most importantly, stay in touch!!

Musically yours,

Myka Miller- Guitar Center Music Foundation- Executive Director | She/Her

The Guitar Center Company
5795 Lindero Canyon Rd. Westlake Village, CA 91362
Cell: (323) 573-0568

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-171

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/26/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $1,500 in total grant funds from Guitar Center Music Foundation for Karns Middle School

Cost to Knox County Schools

0

Description and Type of Funding Source

Guitar Center Music Foundation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session

Meeting Date: 04/09/2026

Edward Charles Foundation Regranting Fiscal Sponsorship Agreement

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve Regranting Fiscal Sponsorship Agreement with Edward Charles Foundation related to a Johnny Knoxville Charity Fundraiser for South-Doyle High School Athletics and Academics - Recommended by Superintendent

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Fiscal Impact

Attachments

Agreement

Memorandum

Fiscal Note

REGRANTING FISCAL SPONSORSHIP AGREEMENT

This fiscal sponsorship agreement (this "Agreement") is entered into by and between Edward Charles Foundation, a Delaware nonprofit nonstock corporation that is exempt under Internal Revenue Code ("Code") Section 501(c)(3) and classified as a public charity under Code Sections 509(a)(1) and 170(b)(1)(A)(vi) ("Sponsor"), and Knox County Board of Education d/b/a Knox County Schools for the benefit of South-Doyle High School ("Sponsee") (collectively, the "Parties").

RECITALS

A. Sponsee has explained to Sponsor the specific charitable project "Johnny Knoxville Charity Fundraiser for South-Doyle Athletics and Academics" (the "**Project**") and the planned activities of the Project, how grants for the purposes of the Project will be spent and how the Project activities exclusively further charitable, educational, or other activities described in Code Section 501©(3). Sponsee shall nominate a project lead ("Project Lead") in writing who shall coordinate on all matters related to the Project. The Project Lead must be an individual. (If Sponsee is an individual, the Project Lead may be the same party as the Sponsee.) The Project Lead shall be a signatory to this Agreement and shall abide by all of its terms and conditions.

B. Sponsor has created a restricted fund for the Project (the "**Restricted Fund**") designated for the purposes of the corresponding Project and has decided to grant such amounts in the Restricted Fund as set forth below to Sponsee (the "**Grant**") for the Project, subject to the following terms and conditions.

C. Sponsor has exercised and shall retain full discretion and control over the selection of Sponsee or any other beneficiary to conduct the Project.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Term. Sponsor's sponsorship of the Project is effective as of April 9, 2026, (the "**Effective Date**") and shall continue in effect unless and until terminated under Section 8 below.

2. Restricted Fund.

a. *Credits to Restricted Fund.* Sponsor shall credit to the Restricted Fund all contributions that Sponsor receives, from any source, for the charitable purposes of the Project. All donations will be held for a 30-day period before releasing the funds to the Sponsee.

b. *Debits to Restricted Fund.* An administrative charge of ten percent (10%) (the "**Administrative Fee**") shall be debited from the Restricted Fund to Sponsor's general fund to defray Sponsor's costs of administering the Restricted Fund and the Grant. The Administrative Fee is intended to compensate Sponsor for its indirect costs associated with the administration of the Project and the Restricted Fund in the ordinary course of business, including but not limited to: (a) receiving and tracking incoming donations, and handling associated documentation and grant or gift agreements, (b) re-granting funds as described in this Agreement, (c) providing monthly financial donation statements, (d) reviewing Sponsee reports to ensure Project activities are consistent with Agreement and donor restrictions. The Parties acknowledge and agree that administrative activities outside the ordinary course of business with

respect to a Project may require Sponsor to charge additional administrative costs against the applicable Restricted Fund for that Project.

c. *Direct Expenditures on Project by Sponsor.* Sponsor does not expect to incur any administrative expenses on behalf of the as the Sponsee is assuming complete operation of the Project. However, to the extent that Sponsor, on behalf of the Project, makes a payment, for any reason, directly to a recipient other than Sponsee, Sponsor shall charge such expense against the Restricted Fund. In the event that there are insufficient funds in the Restricted Fund to pay a charge made under this subsection, Sponsor may submit an invoice to Sponsee and Sponsee shall pay such invoice within thirty (30) days of receipt in the manner instructed by Sponsor. Charges made under this subsection shall be applied against the Restricted Fund and transferred to Sponsor's general unrestricted fund.

d. *Interest on Restricted Fund.* All interest earned on the assets in the Restricted Fund shall be deposited into Sponsor's general fund and shall not be considered an asset of the Restricted Fund.

e. *Grant Disbursement.* Except as otherwise provided in Section 3.b below, Sponsor shall make the Grant through periodic disbursements to Sponsee from the assets remaining in the Restricted Fund after all credits and debits have been applied. The amount and date of each disbursement shall be within the sole discretion of Sponsor, provided that Sponsor intends to rely on Sponsee's requests for payments in terms of determining the appropriate time of distribution.

f. *Solicitation of Contributions.* Sponsee may solicit gifts, contributions, and grants to Sponsor, identified as in support of the purposes of the Project, provided however, that the types of funding sources to be approached and the description of the Project and Sponsor's support of the Project that is included in Sponsee's fundraising materials shall be provided to Sponsor in advance for Sponsor's prior approval. In addition, all fundraising materials shall include an express disclosure of Sponsor's variance power under Section 3.b below. All grant agreements, pledges, or other commitments with funding sources to support the Project, shall be executed by Sponsor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Sponsee.

g. *Not a Donor-Advised Fund; Expenditure Responsibility.* Under no circumstances will any donor or any designee of a donor have any advisory privileges with respect to the Restricted Fund that would result in the Restricted Fund being classified as a donor-advised fund under Code Section 4966(d)(2). Sponsee will not make any representation that a donor to Sponsor or a designee of a donor will have such a privilege. For avoidance of doubt, however, this grant agreement is intended to satisfy the requirements of expenditure responsibility under Code Section 4945 and applied to donor-advised funds under Code Section 4966 in the event that such requirements ever did apply to the Restricted Fund. If Sponsee receives tax-exempt status under Code Section 501(c)(3) and is classified as a public charity, Sponsee will provide written notice to the Sponsor, which may, in its sole discretion, waive or modify certain requirements with respect to previously granted funds.

3. Use of Grant; Variance Power.

a. *Use of Grant.* Sponsee shall use the Grant solely for the purposes of the Project. Sponsee shall repay to Sponsor any portion of the amount granted which is not spent or committed for

such purposes. Any significant changes in the Project purposes for which grant funds are spent must be approved in writing by Sponsor before implementation.

b. *Variance Power.* Sponsor retains the unilateral right to dispose of the assets in the Restricted Fund so as to accomplish the purposes of the Project as nearly as possible within Sponsor's sole judgment, subject to any more specific donor-imposed restrictions on the charitable use of such assets. It is the intent of the Parties that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the assets in the Restricted Fund as Sponsor's assets in accordance with Accounting Standards Codification (ASC) paragraphs ASC 958-605-25-25 and -26, issued by the Financial Accounting Standards Board (FASB). Because the Restricted Fund is held under the charitable trust doctrine for the purposes of the Project as understood by and with funding sources, the Parties intend that the assets in the Restricted Fund are not subject to the claims of any creditor or to legal process resulting from activities of Sponsor unrelated to the Project.

c. *Remedies.* If Sponsor determines, in its sole discretion, that Sponsee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, Sponsor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Sponsee under this or any other grant agreement, and Sponsor may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Sponsee shall immediately repay to Sponsor. Sponsor may also avail itself of any other remedies available by law.

d. *Re-Grant Projects.* Sponsee is permitted to decide whether (a) to conduct the Project exclusively with Sponsee's own employees, contractors, and volunteers (a "**Direct Project**") or (b) to conduct the Project in whole or in part by Sponsee's regranting the grant funds to another individual or entity (a "**Re-Grant Project**").

i. Before entering into any Re-Grant Project, Sponsee shall perform diligence with respect to the anticipated partners for the Re-Grant Project, including the names of individuals and organizations associated with the Re-Grant Project, and document the basis for Sponsee's confidence that they will use Project funds exclusively for charitable and educational purposes and in compliance with this Agreement.

ii. For a Re-Grant Project, Sponsee and the sub-Sponsee shall enter into an agreement substantially similar to this Agreement (the "**Sub-Grant Agreement**"). Sponsee may add additional or more restrictive provisions to such Sub-Grant Agreement, but Sponsee shall not provide less restrictive terms without the advance written consent of Sponsor. For avoidance of doubt and without limitation, Sponsee must include in any Sub-Grant Agreement the purpose restriction under Section 3(a) above, the prohibitions under Sections 4.a and 4.b below, the reporting and recordkeeping provisions under Section 5 below.

4. Project Activities; Relationship of Parties.

a. *Prohibited Uses.* Sponsee shall not use any portion of the Grant funds:

i. To attempt to influence legislation, within the meaning of Code Section 4945(d)(1), as interpreted by its accompanying regulations;

ii. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of Code Section 4945(d)(2), as interpreted by its accompanying regulations;

iii. To make any grants to individuals that do not comply with Code Section 4945(d)(3) ((that is, Sponsee may not make any grant to an individual for travel, study, or other similar purposes).

iv. To make any grants to organizations that do not comply with Code Section 4945(d)(4) (that is, Sponsee may not make any grant to an organization unless such organization is a public charity, or Sponsee exercises expenditure responsibility in accordance with Code Section 4945(d)(4)(B) and 4945(h));

v. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Code Section 170(c)(2)(B); or

vi. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Code Section 501(c)(3).

b. *Additional Requirements.* For avoidance of doubt and without limiting the above, the following specific requirements are also imposed on Sponsee's use of the Grant funds:

i. Sponsee shall not disburse grant funds to any owner of Sponsee (or a sub-Sponsee of Sponsee, as applicable) in their capacity as an owner of Sponsee (or the sub-Sponsee, as applicable).

ii. If grant funds will be spent on compensation to individuals (or companies owned by individuals associated with the Project), the rate of compensation shall be calculated on the basis of the value of the activities provided to the Project. Such rate of compensation and Sponsee's basis for determining such compensation shall not be excessive and shall not result in private benefit that is more than incidental to achieving the purposes of the Project. In evaluating fair market value for purposes of this Agreement, Sponsee may take into account all relevant facts and circumstances, including the compensation paid by similarly situated organizations for similar goods or services.

c. *Sponsor Not Providing Legal, Tax, or Other Advice.* Neither Sponsor (nor any of its officers, directors, trustees, lawyers or other representatives, including but not limited to, Kent Seton) are Sponsee's lawyers or consultants or other professionals with legal responsibilities to Sponsee to advise Sponsee in connection with any of the activities of Project and the use of said funds. Sponsee will seek independent legal, tax or other advice as to ensure Sponsee is following all rules and obligations related to charitable funds under applicable law. Sponsee warrants and represents that, in the event that Sponsee is unsure of whether an amount constitutes reasonable compensation, Sponsee will seek the services of an independent firm to help determine the benchmark for reasonable compensation (and will not rely upon Sponsor, or its trustee, or Kent Seton, as a lawyer, nor anyone at his law firm) for that determination of reasonable compensation.

d. *Relationship of Parties.* This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the Parties hereto, and Sponsee shall make no such representation to anyone. Sponsor shall not be responsible for the fundraising events, accounts payable and receivable, negotiation of leases and contracts, insurance, day-to-day disbursement of Project

funds once received by the Sponsee, or other matters related to activities conducted by Sponsee. No one working on the Project shall be an employee or independent contractor of Sponsor. Sponsee shall assume full and complete responsibility for all liabilities incurred in connection with each Project, including but not limited to criminal and civil liability, and any and all claims whether asserted or unasserted while this Agreement is in effect. If Sponsor makes any payments of grant funds directly to Sponsee's vendors, Sponsor shall do so only as a convenient means of disbursing grant funds for the benefit of Sponsee and its conduct of a Project. Sponsor shall not be under any legal obligation to Sponsee's vendors. All such payments by Sponsor (in the unlikely event any occur) are voluntary and subject to the availability of revenues deposited with Sponsor and designated for the purposes of the applicable Project.

5. Reporting and Recordkeeping.

a. To enable the Sponsor to evaluate the effectiveness of the Grant, Sponsee shall submit to the Sponsor a written report for any annual accounting period of Sponsee during which Sponsee receives, holds, or spends any of the Grant funds. The report shall contain: (1) a narrative description of Sponsee's use of Grant funds and the progress that Sponsee (or, if appropriate, each subSponsee, if any) has made toward achieving the purposes for which the Grant was made; (2) a financial accounting of Sponsee's expenditure of Grant funds (including salaries, travel, and supplies); (3) copies of any publications resulting from the Grant; and (4) a report on Sponsee's compliance with the terms of this Agreement. If more than one report is required, the final report shall respond to **each** of these four items both for the period covered by the final report and for Sponsee's use of all Grant funds and charitable activities from the date of the disbursement of this grant until Sponsee expended the last of the Grant funds. Reports are due to the Sponsor 90 days after the close of the accounting period of Sponsee covered by the report.

b. For each Re-Grant Project, the sub-Sponsee shall provide to Sponsee all of the information in Section 5.a, and Sponsee shall provide a copy of such report in its report to Sponsor for such Project.

c. The reporting form attached hereto as Exhibit C may be used to satisfy both Sponsee's reporting under Section 5.a and the reporting by any sub-Sponsee for a Re-Grant Project under Section 5.b above.

d. Sponsee shall treat Grant funds as restricted assets and shall maintain the Grant funds in a separate account on Sponsee's books that is restricted to the specific charitable purposes for which the Grant is made. All expenditures made in furtherance of the purposes of the Grant shall be charged off against the Grant on such books. Sponsee shall keep adequate records to substantiate its expenditures of Grant funds. Sponsee shall make these books and records available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information regarding use of Grant funds. Sponsee shall keep copies of all relevant books and records and all reports to the Fund for at least four years after completion of the use of the Grant funds.

6. No Pledge. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or disbursement by Sponsor to Sponsee, shall be interpreted to create any pledge or any commitment by Sponsor or by any related person or entity to make any other contribution or disbursement to Sponsee or any other entity.

7. Breach. No party of this Agreement shall be in breach until the non-breaching complies strictly with the terms and conditions of this Section 7, including but not limited to allowing a reasonable period of time for the breaching party to cure any such alleged breach. The non-breaching party shall notify the alleged breaching party in writing of said breach ("Notice of Breach"). The Notice of Breach shall be made by electronic email. The Notice of Breach must state in the subject line of the electronic email the words, "Notice of Breach". The Notice of Breach must detail the nature of the breach, in reasonably sufficient detail such that an outside third party would understand the nature of said breach. Said details shall include but are not limited to, backgrounds facts, dates and amounts related to the breach, which provisions of the Parties' Agreement were violated, etc. The breaching party shall respond in writing within ten (10) days of receipt of said notice. The breaching party shall use electronic email to respond with the words "Response to Notice of Breach" ("Response") in the subject line. In its Response, the breaching party shall confirm whether it requires more information, and if so, what information. If sufficient information has been provided, the breaching party shall confirm whether it will cure said breach. If the breaching party does not agree that said breach occurred, the breaching party may deny said breach and may provide an explanation of its denial. If the breaching party states it shall cure said breach, then the breaching party shall do so in a reasonable period of time. For the purposes of this Section, the term "reasonable period of time" shall be defined broadly and since every breach may have different periods of time that are reasonable to cure the subject breach, there shall be no set time limits on this definition. If the non-breaching party fails to provide a Notice of Breach to the breaching party within a reasonable period of time following discovery of the breach, the non-breaching party shall automatically waive any cause of action arising from said breach.

8. Termination. Either party may terminate this Agreement at any time with thirty (30) days ("Notice Period") advanced written notice to the other. Upon notice of termination of the Agreement by either party, Sponsor will present Sponsee with a final accounting report for review, and termination of this Agreement shall be subject to mutual approval of said final accounting report and the execution, by both Parties, of a written mutual release which is attached hereto and incorporated herein by this reference as Exhibit B. In addition, if Sponsee provides such notice of termination to Sponsor, and assets and/ or liabilities, remain, termination is valid so long as Sponsee is able to propose a Successor that meets the criteria of Section 9(a) below. In addition, if a party is claiming a breach has occurred at the time of termination, the Parties shall comply with the terms and conditions of Section 7. Sponsor shall not terminate the Fund until there is no breach outstanding by either party that has not been cured and, then, and only then will the Parties execute said release.

9. Effect of Termination. Upon termination of this Agreement pursuant to Section 8, if there are any remaining assets and liabilities, then, the following shall apply:

a. The Sponsee will identify another organization (which may include an organization that was formed by the Sponsee for this purpose) that has received a determination letter from the Internal Revenue Service recognizing that the

organization is tax-exempt under IRC Section 501(c)(3) and is not classified as a private foundation under Section 509(a) (a "**Successor**"), and is willing and able to sponsor Project. As used in this Section 9(a), the word "able" shall mean that the Successor has charitable purposes compatible with the purposes of Project and has the financial and administrative capacity to manage Project competently and if required, will consent to receive all assets and liabilities with the conditions on use as held with Sponsor.

b. Before being eligible to succeed to the role of sponsor of Project, the Successor shall be subject to the approval of the Sponsor, which approval shall not be unreasonably withheld or delayed, provided if required by Sponsor, to sign a written document to receive said assets and liabilities.

c. The Notice Period may be extended by mutual agreement of the Parties, provided that Sponsor will not unreasonably withhold its approval of an extension. In the event of an extension, Sponsee shall continue incur all administrative fees.

d. Once the Parties agree on a Successor, the balance of assets in the Fund, together with any other tangible and intangible assets held and liabilities incurred by Sponsor in connection with Project, shall be transferred to the Successor at the end of the Notice Period or any mutually agreed upon extension thereof, subject to the approval of any third parties that may be required.

e. If no Successor acceptable to both Parties is found by the end of the Notice Period or any mutually agreed upon extension thereof, or if Project was terminated by Sponsor as a result of a material breach of this Agreement by Project Lead, Sponsor may dispose of Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws.

f. If, at the termination of the Agreement, the Restricted Fund for the Project lacks sufficient assets to pay the actual liabilities, costs, expenses, fees, or other charges allocable to the Project, the Sponsee and any signatory to this Agreement signing on behalf of Sponsee agrees to reimburse, indemnify, and hold harmless Sponsor for all costs, expenses, charges or liabilities arising from the Project that are not satisfied by the assets of the Restricted Fund.

10. Notice. All notices given under this Agreement shall be in writing, addressed to the Parties at the addresses set forth herein, and shall be deemed to have been duly given when delivered when sent by overnight courier, certified mail (return receipt requested), or email.

11. Intellectual Property.

a. *Owners of Funded Intellectual Property, Generally.* Except as noted below, all copyrights, patents, or other intellectual property developed using Grant funds as part of the Project ("**Funded IP**") shall be the property of Sponsee, held for the charitable purposes of the Project. Sponsee hereby grants to Sponsor a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to use, distribute, copy, create derivative works from, publicly perform, and display the Funded IP in a noncommercial manner in furtherance of the Project's tax-exempt purposes. The Parties agree to execute any documentation reasonably documented by Sponsor to confirm such ownership and license.

b. *Pre-Existing Intellectual Property.* Sponsor and Sponsee agree that the ownership of any intellectual property, including any copyright, trademarks, or patents associated with a Project, that Sponsee or other personnel have developed prior to receiving funding from Sponsor ("**Pre-existing IP**") remains unchanged, provided that, to the extent any Pre-Existing IP is incorporated into any Funded IP or is reasonably required to use Funded IP, Sponsee hereby grants a perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works from the portion of the Pre-Existing IP so incorporated or required to use the Funded IP.

c. *Documentation.* The Parties agree to execute any documentation reasonably requested by the other Party to document the above provisions with respect to the ownership rights and licenses to the Funded IP and the Pre-Existing IP. Sponsee agrees to secure such intellectual property rights from third parties (Sponsee employees, contractors, sub-Sponsees, program participants, etc.) to satisfy its obligations under this Section 8.

12. Indemnification. Sponsee agrees, to the extent permitted by Tennessee law, to defend, indemnify and hold harmless Sponsor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Sponsee, its employees or agents, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Sponsor, its officers, directors, trustees, employees or agents. This indemnification obligation includes an obligation to hold Sponsor, its officers, directors, trustees, employees and agents harmless from any penalties or liabilities (to the Internal Revenue Service, a state Attorney General, or any other regulator) incurred by Sponsor as a result of Sponsee's management of a Project.

13. Termination; Effect of Termination.

a. *Notice of Termination.* Either party may terminate this Agreement for any reason. Termination shall be effective 60 days after the day on which the terminating party provides written notification to the other party of the termination.

b. *Distribution of Assets in Restricted Fund upon Termination.* Upon termination of this Agreement, Sponsor shall transfer the balance of assets, minus any administrative fee due and owed, remaining in the Restricted Fund (the "**Remaining Assets**") to one or more nonprofit corporations acceptable to both Parties with respect to the Project (the "**Successor**"), provided that the Successor:

i. is tax-exempt under Code Section 501(c)(3),

ii. is not classified as a private foundation under Code Section 509(a),

iii. has charitable purposes compatible with the purposes of the transferred Project,

iv. has the financial and administrative capacity to competently manage the transferred Project; and,

i. is willing to receive the Remaining Assets.

The Sponsee may qualify as such as a Successor if it meets all of the above requirements. If no Successor is found within a reasonable time, Sponsor may dispose of the Remaining Assets in any manner consistent with applicable tax and charitable trust laws. For avoidance of doubt, pursuant to Section 3.b Sponsor reserves the right to retain the funds, notwithstanding termination of the Agreement, to spend such funds for the purposes of the Project directly, instead of transferring the funds to another entity.

c. *Effect of Termination.* Termination of this Agreement shall only terminate any further Grants from Sponsor to Sponsee. Without limitation, Sponsee's reporting obligations, indemnification commitments, and obligations to spend Grant funds in accordance with this Agreement shall survive termination of this Agreement.

14. Notice. Any notice, demand, delivery, or other communication under this Agreement will be in writing and will be deemed properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or send by facsimile or email in the manner provided in this Section to the following persons:

To Sponsee:	Knox County Schools Dr. Jon Rysewyk, Superintendent 400 W. Summit Hill Drive Knoxville, TN 37902 Telephone: (865) 594-1620 Facsimile: (865) 594-1621 superintendent@knoxschools.org
To Sponsor:	Edward Charles Foundation Kent Seton 269 South Beverly Drive, Suite 338 Beverly Hills, CA 90212 Telephone: (310) 694-3734 Facsimile: (213) 947-4948 Email: kseton@sblservices.com and accounting@edwardcharlesfoundation.org

15. Arbitration. Sponsee and Sponsor agree that any controversy, claim, or dispute between the Parties arising from or related to this Agreement and all disputes among or between them arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Agreement (including its validity) that cannot be resolved through discussions between Sponsee's and Sponsor's leadership must be submitted to mediation before a single mediator mutually agreed to by the Parties. Notwithstanding the above, neither party is prevented from obtaining injunctive or other equitable relief from a court of competent jurisdiction pending the resolution of a dispute through mediation .

16. Choice of Law; Venue. This Agreement is governed by and interpreted in accordance with the laws of the State of Tennessee, without regard to conflict of law principles.

17. Entire Agreement; Modification. This Agreement constitutes the only agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. The Protocols attached hereto as Exhibit A (the "**Protocols**") are a material part of this Agreement and are incorporated by reference, provided that in the event of a conflict between this Agreement and the Schedules, the terms of this Agreement shall prevail. Sponsor will provide Protocols to Sponsee and may from time to time update the Protocols by giving Sponsee a copy of the updated Protocols. In addition, if applicable, a specific list of Sponsor's activities provided in support of the Project under this Agreement is attached hereto and incorporated herein by this reference as Exhibit D (the "**Sponsor Activities**"). Sponsor may from time to time update the Sponsor Activities by giving the Project Lead a copy of the updated Sponsor Activities. This Agreement (other than the Protocols and the Sponsor Activities) may not be amended or modified, except in a written document signed by all Parties to this Agreement. The Protocols and the Sponsor Activities may be amended as provided in this Section or as more specifically provided in the Protocols or, as applicable, the Sponsor Activities.

18. Miscellaneous. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. Time is of the essence of this Agreement and of every provision hereof. The failure of Sponsor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

IN WITNESS WHEREOF, the Parties have executed this Fiscal Sponsorship Pre-Approved Grant Agreement on the dates indicated below, to be effective on the Effective Date as defined above.

SPONSOR: EDWARD CHARLES FOUNDATION

Dated: _____, 20__ By: _____

Name: Kent Seton
Title: CEO

SPONSEE:

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the _____ day of _____, 2026 as reflected in its minutes, and certified by its Chairperson.

_____
Kristi Kristy, Chair

Date:_____

DIRECTOR OF SCHOOLS

_____
Dr. Jon Rysewyk, Superintendent

Date: _____

SOUTH-DOYLE HIGH SCHOOL

_____
Jason "Rocky" Riley, Principal

Date:_____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-194

APPROVED AS TO LEGAL FORM

_____
Gary Dupler, Deputy Law Director

Date: 4/1/2026

Exhibit A
Sponsorship Protocols

The following are the Protocols of Sponsor; these Protocols may be amended by Sponsor with 10 days' notice at any time. They are framed in the form of questions as they represent the common Protocols that must be applied to this relationship between Sponsor and Sponsee.

1. How do we receive online donations? If you would like to receive online donations, we utilize the services of Every.org and other Sponsor sanctioned platforms as and when agreed to by Sponsor in writing. At times, we may authorize other platforms as well, Please email our Accounting Team at accounting@edwardcharlesfoundation.org, to double check and we will coordinate a digital link for you to post on your website which will direct funds to the Fund.

2. What administrative fees and expenses will we pay? To receive the activities described under this Agreement, you will be required to pay administrative fees ("**Admin Fees**") and cover any expenses we incur on your behalf. Your account will be automatically deducted to pay from the Fund the Admin Fees and expenses as follows:

A. Admin Fees consist of:

1) The Administrative Fee identified at Section 2(b) of the Grant Agreement.

2) Annual Maintenance Fee: At the end of each year (December 15th), a maintenance fee of $950.00 shall be deducted from the Restricted Fund.

B. Expenses: The Restricted Fund (or, if the funds in the Restricted Fund are insufficient, the credit card provided by Sponsee) shall be used to pay for any and all filing fees, out-of-pocket expenses, and any and all merchant account credit card processing fees and wire fees incurred as a result of Sponsee's activities.

C. Invoice: Any Admin Fees, expenses or other fees will be evidenced in an invoice sent to the contact person for Sponsee. This is merely for your records and does not require any response.

3. Do we have a way of seeing donations in our Edward Charles Foundation account? Yes! ECF has a Portal that you will have a login for that allows 24/7 viewing access to your ECF account, including information regarding the monies received, the dates received, from whom the monies were received, and the manner in which monies were received. Your viewing access will also include all monies from the Restricted Fund that have been disbursed and the dates disbursed, and in what manner the monies were disbursed. If you are troubleshooting your access to the Portal and require assistance, please contact our Accounting Team at accounting@edwardcharlesfoundation.org.

4. Who do we contact if we have questions about our ECF account online platform? If you cannot access our Portal, forget your email, want to change your email, have an improvement, want to get any philanthropy event information from an event our sister companies are producing or have general questions, please contact our team at accounting@edwardcharlesfoundation.org.

5. Who sends our donors acknowledgement of funds and donations received? The Sponsor sends donor acknowledgment letters for donations received via check, ACH and wire. Online donations made through the Sponsor sanctioned platforms are automatically sent an acknowledgement letter to their email from the donation platform. In addition, upon written request, we can provide you with a list of Project's donors and their contact information.

6. What if we want to receive monies via ACH or wire transfer or send approved disbursements via ACH or wire transfer? No problem. You may receive and send funds via ACH or wire transfer. To send funds via ACH or wire transfer, you fill out the ACH, wire domestic or wire international disbursement request form via the Portal and provide relevant ACH or wiring information and proper backup (i.e. W9 form, invoice, receipts, grant agreement, etc.) through the Portal. Otherwise, we will not be able to complete the ACH or wire. Sponsor issues all checks, wires and ACHs (weekly, on Thursdays and Fridays) and the deadline to submit a request is Wednesday, 2pm PT. Sponsor will send out a confirmation email at the end of the day on Friday to confirm all disbursement requests paid out that week.

Upon the Agreement being signed, the Sponsor will set up a new bank account for the at a bank designated by Sponsor. Once the Sponsor has received the bank account number from the bank, Sponsor will email all necessary ACH and wire details to the Sponsee. The ACH and wire details can then be provided to donors as needed for funds to be received via ACH and wire.

7. What if our donors or sponsors send us checks directly? That is fine but the check must be written to Edward Charles Foundation, with the Project designated in the memo line, and you must send all checks for deposit to: Attention: Kent E. Seton, Edward Charles Foundation, 269 South Beverly Drive, Suite 338, Beverly Hills, CA 90212. Do NOT deposit any monies in any accounts held directly by you which we do not maintain. If you are wondering if a check was received, please contact our Accounting Team at accounting@edwardcharlesfoundation.org.

8. If we want to put on a fundraising event or do a crowdfunding campaign, can we? Yes, but, you must provide us with ample notification in advance and all monies must be received by us and in our account designated for support of the Project. Notification is also needed in order for us to properly provide you with the appropriate banking information for the platform on which you choose to collect monies. This prior notification of your event must be sent to our Accounting Team at accounting@edwardcharlesfoundation.org.

9. Do we need insurance? Unfortunately, we do not cover insurance for your charitable activities. We highly recommend you obtain such insurance including but not limited to cyber liability fraud (if your email is hacked), event insurance, etc.

10. Do we need to verify Vendor information for Disbursement Requests? Yes, on any Disbursement Request $10,000.00 or greater for any new vendor (or change of vendor information). You must have someone on your team call that Vendor (and not the number or contact information on the invoice) to verify that the invoice is true and correct.

Exhibit B
Termination Agreement

[Date]

*Sent via email to:*_____

_____
Attention: _____

Dear _____:

Pursuant to Section __ of the _____ fiscal sponsorship agreement ("Agreement") between Edward Charles Foundation ("Sponsor") and _____ ("Sponsee"), Sponsee has provided notice of termination to Sponsor as of _____ due to _____.

Upon the execution of this correspondence by Sponsor and Sponsee, Sponsor shall take the steps necessary to effectuate the transfer of the balance of assets in Sponsor's restricted fund for the Project (as defined in the Agreement), together with any other assets held and liabilities incurred by Sponsor in connection with the Project (as defined in the Agreement), to the Successor (as defined in the Agreement).

In addition, upon the completion of the obligations set forth in the Agreement regarding termination of the same, Sponsor on the one hand and Sponsee on the other hand shall each hereby irrevocably and unconditionally forever release each other, and each other's officers, directors, managers, members, employees and agents ("Released Parties") from and against any and all debts, obligations (both legal and moral), losses, costs, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, rights, liabilities, judgments, damages, expenses, claims, counterclaims, cross-claims, or demands, in law, equity and/or morality, asserted or unasserted, express or implied, foreseen or unforeseen, real or imaginary, suspected or unsuspected, known or unknown, liquidated or non-liquidated, of any kind or nature or description whatsoever that, each party ever had, presently has, may have, or claims or asserts to have, or hereinafter has, may have, or claims or asserts to have, against each other or their respective Released Parties (except for those obligations, warranties and representations as set forth in the Agreement).

Further, each party understands and acknowledges that there are laws which may invalidate the release of claims which are unknown to the releasing party. Each party hereby knowingly and voluntarily waives any protection to which it otherwise would be entitled against the other party or its Released Parties by virtue of any such law. Each party also hereby waives any protection to which it otherwise would be entitled against the other party or its Released Parties and by virtue of any such law. In particular, each party shall hereby release and waive any and all of its respective rights under Section 1542 of the California Civil Code, which provides as follows:

"1542. (General release; extent) A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Sincerely,
Edward Charles Foundation

_____
Kent Seton, President

ACCEPTED BY:

_____

_____
_____, [TITLE]

[SPONSEE'S NAME]

Exhibit C

Sample Reporting Form

To: **Edward Charles Foundation**

From: _____

Date: _____

RE: **Expenditure Responsibility Grant Report for Most Recently Completed Accounting Period**

I am an authorized officer or director of [Sponsee Name] ("Sponsee"). I submit this report pursuant to the Fiscal Sponsorship Pre-Approved Grant Agreement between Sponsee and Edward Charles Foundation (the "Grant Agreement"). This report describes activities and expenditures during Sponsee's fiscal year ended _____, _____ (the "Accounting Period"). For purposes of this report, "Grant" refers to all money granted by Edward Charles Foundation to Sponsee pursuant to the terms of the Grant Agreement.

1. Name of Sponsee: [Sponsee Name]

2. Address of Sponsee: _____

3. Amount and Date of Grants:

   [List all disbursements from the Edward Charles Foundation, with amounts and dates]

4. Purpose and Goals of the Grant: Supporting the charitable and educational project known as the [Name of Project] as specifically defined in the Grant Agreement, provided that neither the grants nor the income therefrom may be used for purposes other than those described in Internal Revenue Code Section 170(c)(2)(B) or in a manner that is otherwise inconsistent with the prohibitions and restrictions in the Grant Agreement.

5. Amount of total Grant spent in ***this*** accounting period: $_____

6. Please describe how funds spent in ***this*** accounting period were used: _____

   _____

   _____

7. Was use of all Grant Funds completed in ***this*** accounting period?

   ☐ Yes. *If yes, please also attach a final report with respect to **all** expenditures made from **all** Grant funds (including salaries, travel, and supplies) and indicating the progress made toward the goals of the Grant.*

□ No. Grant funds remained after the end of ***this*** accounting period.

8. Were any of the Grant funds used for a purpose other than the purpose in 4 above?

   □ Yes. The Grant funds were diverted in the following manner: _____

   _____

   _____

   □ No.

9. Were the terms of the Grant Agreement complied with?

   □ Yes.

   □ No. The terms of the Grant Agreement were not complied with in the following manner:

   _____

   _____

   _____

10. Please describe the progress made by Sponsee toward achieving the purposes for which the Grant was made (please attach pages as needed): _____

    _____

    _____

    _____

    _____

11. Please list the dates of all prior Grant Reports related to this Grant: _____

    _____

    _____

I certify that I am an authorized officer or director of Sponsee and that all information contained in this report is true and correct, and that this Grant Report is being submitted within 90 days of the close of the Sponsee's fiscal year.

[Name of Sponsee]

_____ Date: _____

By: _____

Its: _____

Exhibit D
Sponsor Activities

1. Sponsee has 24/7 viewing access to an accounting of charitable funds through the Sponsee Portal. Sponsee has access and may also assign access rights to other parties.
2. Sponsee is required to submit all requests for funds being sent out of the account through the Portal.
3. Sponsor issues all disbursement requests weekly, on Thursdays and Fridays, and the deadline to submit a request is Wednesday, 2pm PST, in accordance with the Protocols. Sponsor will send out a confirmation email at the end of the day on Friday to confirm all disbursements requests paid out that week.
4. Sponsor monitors all donations, funds and contributions and notifies Sponsee of any significant funds received by wire and check, daily, to the extent received.
5. Sponsor will issue all charitable receipts every sixty (60) days or as required by applicable law.
6. Sponsor provides Sponsee with a balance sheet and profit and loss statement monthly, via the Portal, as close as possible to fifteen (15) days from the close of the previous month.
7. Sponsor reports all donations to the Fund on its IRS Form 990 annual tax return.
8. Sponsor records all received online donations in support of Project in a Portal dedicated to the Project. Funds donated online are deposited into the account based on the processor timelines.
9. Sponsor stores all back up and accounting data for the Project in a secure Cloud.
10. Specific activities of the Project will need insurance (e.g., event insurance must first be obtained before an event can be hosted by Sponsored Project). Any costs associated with said insurance shall be borne by the Fund. Sponsee is highly recommended to get cyber liability insurance.
11. Sponsor is registered (for charitable solicitations) in all states that require registration.
12. Sponsor DBAs the name of Project to be able to operate under said name of Project. The Sponsor Employer Identification Number is 26-4245043.
13. Sponsor's activities under the Agreement do not include any legal work of any kind for Sponsee or on behalf of the Sponsored Project outside of state registration for charitable solicitations.
14. If Sponsee is an individual (s) and should he/she decide to establish a separate entity ("**NewCo**") to carry out the Project, Sponsee must notify the Sponsor in writing of the same with the legal name of NewCo and provide Sponsor with the governance documents and good standing certificate of NewCo and the Parties may amend or restate the Agreement to reflect the new Sponsee.

SOUTH-DOYLE HIGH SCHOOL

2020 TIPTON STATION ROAD
KNOXVILLE, TENNESSEE 37920
TELEPHONE (865) 577-4475
FAX (865) 577-4540

https://southdoylehs.knoxschools.org

MR. ROCKY RILEY
Executive Principal

CAMERON MOLCHAN
Curriculum, Business & Health Science Principal

DARYL CHANDLER
Freshman Academy Principal

KATHRYN REASOR
Business & Health Science Principal

ERIC TURNER
Academy of Engineering & Fabrication Principal

Knox County Board of Education

South-Doyle High School are pleased to announce a formal collaboration between South-Doyle High School (South-Young) alumnus **Johnny Knoxville**, industry leader **Sorinex**, and **Charitybuzz** to spearhead the **"Knoxville Strong"** campaign. This initiative is dedicated to revitalizing our campus athletic facilities and supporting the physical education of our student body.

Initiative Overview

The campaign focuses on modernizing our school's weight room, which currently utilizes aging equipment that no longer meets the needs of a contemporary athletic program. By leveraging Mr. Knoxville's platform and the technical expertise of Sorinex, we aim to provide our students with professional-grade resources.

Key Components of the Campaign

- **Custom Apparel Collection:** Johnny Knoxville has collaborated with Sorinex to design and release the **Knoxville Strong** apparel line. The collection features bespoke branding that incorporates our school's identity with Mr. Knoxville's signature aesthetic. All proceeds from the sale of these items are being donated to procure new strength and conditioning equipment for the South-Doyle weight room.
- **Charitybuzz Premiere Event:** In conjunction with the release of the film **"Jackass: Best and Last,"** a high-profile auction and sweepstakes are being hosted via Charitybuzz. This event offers donors the opportunity to attend the film's premiere and meet with Mr. Knoxville.
- **Philanthropic Management:** The funds generated through these efforts are managed by the **Edward Charles Foundation**, ensuring that all contributions are directed specifically toward student opportunities and the physical infrastructure of our athletic department.

Sincerely,

Rocky Riley

Rocky Riley
Executive Principal
South-Doyle High School
2020 Tipton Station Road
Knoxville, TN 37920

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Request for approval of Regranting Fiscal Sponsorship Agreement with the Edward Charles Foundation related to a Johnny Knoxville Charity Fundraiser for South-Doyle High School Athletics and Academics

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

N/A

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Contracts 8. A.

Board of Education Regular Session

Meeting Date: 04/09/2026

Professional Environmental Consulting, Incorporated Contract

Submitted By: Terri Coatney

Department: Operations **Division:** Maintenance & Operations

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Explanation

Approve Contract with Professional Environmental Consulting, Incorporated for provision of Asbestos Monitoring Services up to $200,000.00 annually for the term of May 1, 2026 through April 30, 2027, which may be extended for four (4) additional years
- *Re*commended by Superintendent

Fiscal Impact

Attachments

Contract
Fiscal Note

KNOX COUNTY GOVERNMENT

AND

PROFESSIONAL ENVIRONMENTAL CONSULTING, INCORPORATED

This Contract made and entered into this _____ day of _____, 2026 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"Knox County" and Professional Environmental Consulting, Incorporated** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Asbestos Monitoring Services for Knox County Government, (Invitation for Bid 3711);

Whereas, Contractor submitted a Bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by Knox County;

Whereas, Contractor agrees and undertakes to provide Asbestos Monitoring Services to Knox County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Terms of this contract.** This contract commences on the 1st day of May 1, 2026 and ends the 30th day of April 2027, unless terminated in conformity with the terms of this contract as contained in paragraphs 7 and 8. Upon the mutual agreement of Knox County and the Contractor, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

2. **Payment.** Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 3711 for Asbestos Monitoring Services as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3711

pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of all aspects of a particular job. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices.

As several different departments may use this contract, please adhere to the following guidelines:

For KCSMO mail all invoices to:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

For Knox County Departments mail all invoices to:

The address listed on the Purchase Order for the ordering department.

5. Pricing and Escalation. Contractor warrants that the unit pricing stated in Attachment "B" shall remain firm for a period of one (1) year from the first day of the contract period. If the Contractors price is increased after the first year, Knox County must give written approval before the increase shall become effective. Requests for price adjustments must be submitted at least sixty (60) days in advance of the date the price increase is requested. Justification for the requested adjustment (costs of labor and/or materials) must be accompanied by appropriate documentation.

6. Safety. The successful vendor shall exercise all safety measures associated with the services to be performed under this contract and hereby warrants that all employees working under this contract have been trained in the proper and safe practices of Asbestos Monitoring Services and related duties.

7. Termination. Knox County may terminate this contract with or without cause, upon written notice of not less than thirty calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of Knox County. The agencies utilizing this Contract may also terminate their individual participation by written notice.

Should the Contractor fail to provide Asbestos Monitoring Services as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

In the event Contractor intends to interrupt or discontinue service under this contract, Contractor agrees to give Knox County 90 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance or service without said advance written notice shall constitute a material breach of this contract.

8. Appropriations. In the event no funds are appropriated by Knox County for Asbestos Monitoring Services in any fiscal year or insufficient funds exist to provide the services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

9. Independent contractor. Contractor and Contractor's employees shall serve as independent contractors and County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Stage Curtain and Rigging Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. Criminal background check. Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any of the schools (previously defined as premises) in performance of the Services in this contact before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to the Knox County and this will serve as compliance with said requirement.

12. Severability clause. If any provision of this contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

13. Prohibition against assignment. Contractor shall not assign this contract to any party, company, partnership, incorporation, or person without prior specific written consent of Knox County.

14. Jurisdiction. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

15. Right to inspect. Knox County reserves the right to make periodic inspections of the manner and means the services are performed.

16. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

17. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the contract for inspection by Knox County or by any other governmental entity or agency participating in the funding of this contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that **represent the Contractor's costs** of manufacturing, acquiring or delivering the products and services governed by this contract.

18. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

19. Contractor shall indemnify, defend, save and hold harmless, Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the **contract by Contractor**, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or **commission of Contractor**, its subcontractors, agent, or employees.

20. Delivery. Contractor shall render Asbestos Monitoring Services for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

21. Contract documents. It is mutually agreed by both parties that the following documents are made part of this contract and are incorporated herein by reference:

a. Invitation for Bid 3711
b. Contractor's Written Response to Invitation for Bid 3711

It is agreed that this contract, represents the **entire contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this contract to be executed on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County board of Education on the ____ Day of _____ , 2026, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date _____

KNOX COUNTY LAW DIRECTOR

CONTRACT #: 26-173

APPROVED AS TO LEGAL FORM **KNOX COUNTY, TENNESSEE**

_____ Gary Dupler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 3/26/2026

PROFESSIONAL ENVIRONMENTAL CONSULTING, INCORPORATED

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3711

Asbestos Monitoring Services

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Asbestos Monitoring Services** as specified herein. Bids must be received by **2:00 p.m. on February 26, 2026 local time**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

Bid Number 3711
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, at 865.215.5756. Questions may be emailed to donnie.fawver@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, vendor can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item by item basis, "all or none' basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to addresses or Suites other than the address listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to submit their bid electronically less than twenty-four (24) hour prior to the bid opening time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.

1.8 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid.

Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with their bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

1.9 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a small, minority or woman owned business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.10 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.12 **DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** not accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile and email submission are strictly prohibited. Due to the nature of information requested, all bids must be submitted in hard copy format.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.16 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.18 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.19 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) calendar days is required to process invoices for payment.

1.20 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.

1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids submitted on paper shall:

- Be submitted on recycled paper;
- Not include pages of unnecessary advertising;
- Be made on both sides of each sheet of paper.

1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **February 12, 2026 by 4:30 p.m. local time.** These requirements also apply to specifications that are ambiguous.

1.23 **SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the Vendor to the County's request for goods and/or services and the Vendors subsequent response.

1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.25 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.26 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.27 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.28 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.29 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.

1.30 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid less than twenty-four (24) hours prior to the bid opening time.

1.31 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by Knox County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum..

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATION OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause at any time upon thirty (30) days written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Asbestos Monitoring Services desired by Knox County Schools Maintenance and Operations (KCSMO). Award will be based on Best Value. Best value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add items to this term Contract or delete items that have become obsolete. The successful vendor(s) shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. Knox County will be the sole judge if the substitution is appropriate.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and the Knox County Schools reserve the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserve the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.

3.5 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.6 **CAPABILITIES AND EXPERIENCE:** Bidders are required to list all business capabilities including equipment, assets and personnel utilized to provide Asbestos Monitoring Services. The list shall include, but not be limited to, a description of unique equipment, number of employees available to perform Asbestos Monitoring Services, and number of years in business. Certifications and resumes for personnel shall be included in the bid package.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.9 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County to avoid any interruption of service.

3.10 **DELIVERY TIME:** Bidders must state the number of business days for delivery after receipt of a signed purchase order/notice to proceed. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days." Vendors must be specific and state either "30 business days" or "60 business days." If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.11 **DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **DRUG-FREE WORKPLACE:** If **Contractor** has five (5) or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

3.13 **EVALUATION CRITERIA:**

Price	**80 points**
Delivery (business days) after receiving a Purchase Order	**20 points**

3.14 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.15 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.16 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage, including endorsement pages, with no lapse in coverage. If found to have a lapse in insurance coverage the vendor will be immediately terminated and disbarred from doing business with Knox County and Knox County Schools.

3.17 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.18 **INVOICING REQUIREMENTS:** KCSMO prefers to use E-Commerce cards as payment for these services. As several different departments may use this Contract, please adhere to the following guidelines for KCSMO. **Follow the guidelines of other departments when they purchase from you**. Do not put KCSMO charges on any other department and do not put the charges of other departments on KCSMO.

3.18.1 **MAIL ALL INVOICES FOR KCSMO TO:**
Knox County Schools Maintenance & Operations
Julie Todd, Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

3.18.2 **TRACKING NUMBER:** All invoices must have a Knox County Purchase Order number on them or they will be returned. Knox County Schools uses Purchase Order numbers for tracking. You will only have one number per invoice. If paid by credit card no tracking number will be required.

3.18.3 **INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:

- **a.** The grand total amount
- **b.** An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project.)
- **c.** The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- **d.** The date the work/materials were delivered
- **e.** A statement that the price invoiced is per the bid/quote
- **f.** The Purchase Order Number

3.18.4 **SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.**

3.18.5 **INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.**

3.18.6 **REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.

3.18.7 **VARIATION:** Variation from the terms of our bids or quotations is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.

3.18.8 **UNPAID INVOICES:** If invoices are unpaid after thirty (30) calendar days, for KCSMO please contact at 865.594.3635 to ascertain the status.

3.19 **NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

3.20 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date and time the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. These requirements also apply to specifications that are ambiguous. Such notification must be submitted in writing and must be received by the Procurement Division no later than **February 12, 2026 by 4:30 p.m.** local time.

3.23 **PRICING:** Vendors are to quote a firm fixed price for the services noted herein. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

- Continue with existing prices;
- Not accept the renewal offer;
- Request a lower price increase.

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.24 **QUANTITIES:** Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.

3.25 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.26 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **February 12, 2026 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.27 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of vendor and owner.
- Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Vendor involvement in the school system or a specific school on a non-business basis.

SECTION IV SCOPE OF WORK

4.1 **SCOPE:** Vendor will provide all labor, equipment, and necessary supplies to provide asbestos services as needed, for the Knox County School system. The services to be provided may include:

4.1.1 Asbestos Clearance testing: Asbestos activities may require Clearance Testing. Clearance testing may include, but not be limited to the following requirements:

a. Conducting final visual inspection and final clearance air sampling upon completion of the asbestos abatement project.
b. Conduct TEM and/or PCM clearance sampling in accordance with AHERA and KCS Master Specifications.
c. Provide standard 24-hr turnaround time on TEM samples submitted to laboratory.
d. Provide on-site same day turnaround time on PCM clearance samples.
e. Provide immediate verbal results to KCS project manager as soon as possible, with hard copy results to follow as soon as the results are available via fax or e-mail.

4.1.2 Asbestos Project Monitoring: Asbestos activities may require a project monitor. The duties and functions of the project monitor are as follows:

a. To ensure that the Asbestos Removal Contractor on a KCSMO asbestos project are adhering to proper work practices used in accordance with all applicable federal, state and local regulations relating to asbestos abatement.

b. To conduct final visual inspection and grant final clearance upon completion of the asbestos abatement project.
c. Physically inspect and approve the worker and equipment decontamination enclosure systems and the barrier system that contain the abatement area before contractor begins the initial abatement work, during the project and after each shift.
d. Determine adequacy of negative air system through calculations and/or through analysis of manometer readings. (Manometer provided by the contractor.)
e. Collect all background, in progress, and final clearance air samples in general accordance with AHERA.
f. Calibrate air-sampling pumps prior to and after each use. Calibration logs shall be maintained in the on-site logbook.
g. Inspect abatement activities for conformance to the KCS Master Specifications and to document contractor's activities that are out of compliance with applicable standards.
h. To ensure that all proper and necessary documentation is on-site and posted.
i. To ensure the proper posting of the previous day's air sample analysis.
j. At project completion, provide completed AHERA forms as required and submit documentation indicating all work has been completed satisfactorily and the area is acceptable for re-occupancy by the public.
k. Submitting via signed chain of custody form, TEM clearance samples to the designated laboratory.

4.1.3 Asbestos Bulk Sample Collection and Analysis: Asbestos projects may require additional testing of suspect asbestos containing materials (ACM). The duties and functions of the AHERA Inspector may include, but not be limited to, the following services:

a. Conduct bulk sampling of suspect ACM in general accordance with AHERA guidelines and only at the request of the KCS Environmental Department.
b. Collect samples in sufficient quantity to satisfy AHERA sampling requirements.
c. Provide for satisfactory temporary patches to the areas affected by destructive sample collection methods. Roofing samples shall only be collected in conjunction with KCS maintenance staff designated to patch the affected roofing areas directly following sample collection.
d. Provide standard 24-hr turnaround time on bulk samples submitted to a NVLAP accredited laboratory
e. Provide immediate verbal results to KCS project manager as soon as possible, with hard copy results to follow as soon as the results are available via fax or e-mail.

4.2 **LABORATORY ACCREDITATION:** Bidders will provide with their bid a copy of the accreditation for each laboratory to be used during this contract period. Failure to provide this information may be cause for rejection of the bid.

4.3 **ASBESTOS CERTIFICATIONS:** Bidders shall submit with their bid, copies of all relevant Asbestos Certifications currently held by the asbestos technicians to be used during this contract period. Failure to provide these documents with the bid may be cause for rejection of the bid.

4.4 **QUALIFICATION REQUIREMENTS:** To be considered for this contract, the vendor must meet the qualifications and satisfy the requirements as set forth below:

4.4.1 Perform Transmission Electron Microscopy (TEM) and Phase Contrast Microscopy (PCM) clearances in K-12 schools and provide 24-hr turnaround time for TEM analysis and same day on site analysis of PCM samples.
4.4.2 Perform bulk testing for asbestos containing materials in accordance with the Asbestos Hazard Emergency Response Act (AHERA) and provide 24-hr turnaround time when requested.
4.4.3 Provide documentation that air monitoring technicians have successfully completed a NIOSH 582 (or equivalent) course and an AHERA Asbestos Inspector course.
4.4.4 Provide documentation that all labs that analyze TEM clearances and Polarized Light Microscopy (PLM) for the analysis of bulk asbestos containing are EPA NVLAP accredited.
4.4.5 Perform field analysis of asbestos air samples utilizing Phase Contrast Microscopy (PCM) on site.
4.4.6 Have a minimum of five (5) years of asbestos air sampling experience.
4.4.7 Perform weekend and evening shift work, if requested, at the same rate as a normal shift as quoted on the bid form.
4.4.8 Be able to respond to emergencies and be on the designated facility site within two (2) hours of notice for services when requested by KCS.

Note: Bidders need not to return pages 1-10.

SECTION V VENDOR INFORMATION FOR BID 3711 - ASBESTOS MONITORING SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

5.4 City: _____ State: _____ Zip: _____

5.5 Contact Person: _____

5.6 Telephone Number: _____

5.7 Fax Number: _____

5.8 Vendor's e-mail address: _____

5.9 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.10 Vendor's Knox County Business License Number: _____
(If Applicable) *Attach A Copy Of The License.*

5.11 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____Addendum 2_____Addendum 3_____Addendum 4_____

5.12 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.13 Guaranteed business days for delivery after receipt of a signed purchase order or credit card: _____days

5.14 Did you include the correct number of exact copies as detailed in Section 1.12? YES NO

5.15 Will you accept Knox County Credit Cards as payment as detailed in Section 1.17? YES NO

5.16 Did you complete and include your Criminal History Affidavit as detailed in Section 2.7? YES NO

5.17 Did you complete and include the Drug Free Workplace Affidavit per Section 3.12? YES NO

5.18	Did you include your Insurance Checklist as detailed in Section 3.16?	YES	NO
5.19	Did you include copies of your laboratory accreditation per Section 4.2?	YES	NO
5.20	Did you include copies of your asbestos certifications per Section 4.3?	YES	NO
5.21	Did you include a list of Capabilities and Experience, including employee certifications and resumes, per Section 3.6?	YES	NO
5.22	Total Number of Years in Business and performing these Services: _____		
5.23	Total Number of Local Employees Available to Knox County, if awarded: _____		
5.24	Did you complete & attach pricing schedule – Section VI?	YES	NO

SECTION VI PRICING FOR BID 3711 - ASBESTOS MONITORING SERVICES

VENDOR NAME: _____

6.1 Pricing Schedule:

6.1.1	**Asbestos Project Monitoring per shift** - (this rate is to include all costs related to the project such as mobilization, mileage, travel time, PCM air sampling and analysis, project supplies, and project documentation). Please show how many hours per day are in a shift for your company (8 hours, 10 hours, etc.) Hours per day in a shift _____	**Cost per Shift** **$**
6.1.2	**Transmission Electron Microscopy (TEM) Clearance Sampling and Analysis** - (this rate is to include all costs related to providing project TEM clearance such as mobilization, mileage, travel time, project supplies, shipping charges, 24-hour turnaround laboratory costs and final report).	**Cost per set of 13 AHERA TEM Clearance Samples** **$**
6.1.3	**Phase Contrast Microscopy (PCM) Clearance Sampling and Analysis (NIOSH method 7400)** – (this rate is to include all costs related to providing project PCM clearance such as mobilization, mileage, travel time, project supplies, on site analysis with same-day turnaround, and final report).	**Cost per set of 5 AHERA PCM Clearance Samples** **$**
6.1.4	**Bulk Sample Analysis by Polarized Light Microscopy (PLM)** -(This rate to include all costs related to samples collected by asbestos technician while on site performing asbestos clearance sampling or project monitoring. Cost of analysis shall include 24-hour turnaround.)	**Cost per sample analysis** **$**

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3711

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		X POLICY PROJECT LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO NO NO NO	10.	ARCHITECTS &ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM $2,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____AUTHORIZING SIGNATURE:_____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the

Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____

President or Principal Officer

For: _____

Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____

Notary Public

My Commission expires: _____

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3711
Asbestos Monitoring Services

Addendum Date: February 18, 2026

Buyer: Donnie Fawver

Opening Date: February 26, 2026

Total Page(s): Five (5)

Questions/Answers:

Question 1: The pricing schedule requires a "Cost per Shift" and asks bidders to state hours per shift. Please confirm what constitutes a standard shift for billing purposes (e.g., 8 hours, 10 hours, etc.).

Answer 1: 8-hour shifts.

Question 2: If monitoring extends beyond the defined shift duration due to project conditions, how should additional hours be compensated?

Answer 2: Additional per hour fees upon approval from KCS Environmental or Maintenance Supervisor.

Question 3: If a monitoring technician services multiple school sites within one day, will this be considered one shift provided total hours remain within the defined shift duration?

Answer 3: Yes. No double billing of labor allowed for separate sites.

Question 4: The pricing schedule defines TEM clearance as a "set of 13 AHERA TEM samples" and PCM clearance as a "set of 5 AHERA PCM samples." Are these quantities fixed per project, many sample quantities vary depending on project size and regulatory requirements.

Answer 4: Additional TEM or PCM clearance samples may be required or requested by Environmental Services.

Question 5: If additional samples beyond the defined sets are required, how should those be billed?

Answer 5: Additional TEM or PCM clearance samples shall be billed on a per sample basis above the original set of 13 or 5 samples outlined in Project Work Plan.

Question 6: Are background and in-progress air samples included within the defined TEM/PCM set pricing, or are those separate from final clearance samples?

Answer 6: If background samples are requested, they shall be collected and held under chain of custody as a set of 13 TEM samples and billed as an 8-hour shift. If Environmental Services requests analysis of the collected background samples, they shall be billed as a set of TEM clearance samples.

Question 7: Section 4.1.2(k) references submitting TEM samples to a "designated laboratory." Will Knox County designate a laboratory, or may the awarded vendor utilize its own EPA NVLAP-accredited laboratory?

Answer 7: The awarded vendor may choose their own NVLAP accredited laboratory for TEM analysis.

Question 8: If a designated laboratory must be used, should laboratory fees be included in the bidder's pricing or handled separately?

Answer 8: A designated lab will not be required for use under this contract.

Question 9: Section 4.4.8 requires the vendor to respond within two (2) hours. Does this response requirement apply 24/7/365, including weekends and holidays?

Answer 9: The two-hour (2) response time for emergency services would pertain 24/7/365. However, depending on the nature of the "emergency", establishing initial communication within 2 hours with KCS Maintenance & Operations to schedule asbestos monitoring activities would suffice in most cases.

Question 10: Can the County provide historical frequency of emergency response requests?

Answer 10: N/A. None have taken place in the last several years.

Question 11: Section 4.4.7 requires weekend and evening shift work to be performed at the same rate as a normal shift. Can the County clarify the anticipated percentage of work expected during evenings, weekends, or school breaks?

Answer 11: Generally, weekend or evening work is only scheduled when necessary to mitigate safety issues or if it is needed to assist a larger construction, demolition, or renovation project to stay on schedule. We anticipate less than 25% of future air monitoring and clearance sampling would be scheduled for weekends.

Question 12: For extended-duration projects occurring on weekends, will each calendar day be considered a separate shift?

Answer 12: A shift is up to 8 hours on site regardless of whether it would partially extend into the next calendar day.

Question 13: Can Knox County provide a list or summary of facilities covered under this contract?

Answer 13: See attached Knox County Schools and facilities list available.

Question 14: Is travel time between multiple facilities within the same day considered part of the shift rate?

Answer 14: Yes, travel time between facilities is included in the shift rate.

Question 15: Is there a defined service radius within Knox County for purposes of the two-hour response requirement?

Answer 15: There is no defined radius within Knox County for the two-hour response.

Question 16: Can the County provide historical annual usage data for monitoring shifts, TEM clearance sets, PCM clearance sets, and bulk samples?

Answer 16: No, that data is not readily available at this time.

Question 17: For bulk sampling that requires temporary patching, are patch materials expected to be provided by the monitoring firm or by KCS maintenance staff?

Answer 17: Bulk sample patching material shall be supplied by the vendor and applied directly after collecting a destructive bulk sample. The purpose of the patch is to prohibit fiber release at the sampled location. As such, it does not need to be a material match to the material sampled.

Question 18: Would it be acceptable to use a local lab for same day results rather than on site analysis?

Answer 18: KCS would prefer on-site analysis for PCM samples, however same day results from a local laboratory would be acceptable.

This addendum shall become a part of the bid and specifications and shall be acknowledged on the bid form Section 5.11.

End of Addendum I.

Donnie Fawver
Construction and Contract Specialist/Senior Buyer
Knox County Procurement Division

KNOX COUNTY SCHOOLS & FACILITIES

Rev. 8/21/25

HIGH SCHOOLS
017 - Bearden High
080 - Farragut High
126 - Hardin Valley Academy
334 - L&N STEM Academy
305 - West High

MIDDLE SCHOOLS
014 - Bearden Middle
045 - Cedar Bluff Middle
075 - Farragut Middle
355 - Hardin Valley Middle
313 - West Valley Middle

ELEMENTARY SCHOOLS
066 - A.L. Lotts Elem
002 - Amherst Elem
010 - Ball Camp Elem
012 - Bearden Elem
015 - Blue Grass Elem
040 - Cedar Bluff Elem
072 - Farragut Intermediate
083 - Farragut Primary
124 - Hardin Valley Elem
176 - Mill Creek Elementary
336 - Northshore Elem
207 - Pond Gap Elem
235 - Rocky Hill Elem
255 - Sequoyah Elem
300 - West Haven Elem
310 - West Hills Elem

OTHER FACILITIES
042 - Cedar Bluff Pre-K
474 - East Port
225 - Fort Sanders EDC
158 - K.A.E.C.
212 - Ridgedale Alternative

HIGH SCHOOLS
009 - Austin East High
345 - Career Magnet Acad
035 - Carter High
090 - Fulton High
150 - Karns High
159 - Lincoln Park/332 - PKA
185 - Powell High
065 - South Doyle High

MIDDLE SCHOOLS
037 - Carter Middle
147 - Karns Middle
182 - Powell Middle

ELEMENTARY SCHOOLS
024 - Belle Morris Elem
020 - Bonny Kate Elem
030 - Carter Elem
061 - Christenberry Elem
055 - Corryton Elem
068 - East Knox Elem
085 - Gap Creek Elem
145 - Karns Elem
165 - Lonsdale Elem
172 - Mooreland Hts Elem
170 - Mt. Olive Elem
175 - New Hopewell
180 - Powell Elem
195 - Ritta Elem
265 - South Knox Elem
280 - Spring Hill Elem
210 - Sunnyview Elem

OTHER FACILITIES
143 - Karns Elem Annex
457 - General Services Bldg
008 - Richard Yoakley School
026 - Byington-Solway Vocational

HIGH SCHOOLS
047 - Central High
100 - Gibbs High
115 - Halls High

MIDDLE SCHOOLS
067 - South Doyle Middle
350 - Gibbs Middle
117 - Gresham Middle
120 - Halls Middle
122 - Holston Middle
187 - Northwest Middle
295 - Vine Middle
320 - Whittle Springs Middle

ELEMENTARY SCHOOLS
003 - Adrian Burnett Elem
022 - Beaumont Elem
025 - Brickey-McCloud Elem
053 - Chilhowee Elem
051 - Copper Ridge Elem
059 - Dogwood Elem
087 - Fountain City Elem
095 - Gibbs Elem
112 - Green Magnet
110 - Halls Elem
138 - Inskip Elem
168 - Maynard Elem
177 - Norwood Elem
202 - Pleasant Ridge Elem
250 - Sarah Moore Greene
260 - Shannondale Elem
285 - Sterchi Elem
315 - West View Elem

OTHER FACILITIES
077 - Fair Garden Preschool
650 - Sarah Simpson PDC
1010 - North Knox Vocational

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Invitation for Bid 3711
Asbestos Monitoring Services

Addendum Date: February 20, 2026 **Buyer:** Donnie Fawver

Opening Date: February 26, 2026 **Total Page(s):** One (1)

Revised Information: Revision to evaluation criteria for Section 3.13.

Section 3.13 EVALUATION CRITERIA:

Price	80 points
Capabilities and Experience	20 Points

Be sure to attach per 5.21 a list of Capabilities and Experience, including certifications and resumes for the 20 points for Capabilities and Experience.

This addendum shall become a part of the bid and specifications and shall be acknowledged on the bid form Section 5.11.

End of Addendum II.

Donnie Fawver
Construction and Contract Specialist/Senior Buyer
Knox County Procurement Division

Attachment "B"

Contractor's Response to

Invitation for Bid #3711

Asbestos Monitoring Services

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Asbestos Monitoring Services
Term of Agreement:	One (1) year with four (4) – one-year options to renew
Successful Vendor:	Professional Environmental Consulting, Incorporated
Vendor Contact:	Richard Murphy
Buyer:	Donnie Fawver
Date:	March 5, 2026

Professional Environmental Consulting, Incorporated has been issued this Notice of Intent to Award for Asbestos Monitoring Services as described in Bid #3711. Carefully review the document and if you are in agreement with the terms and conditions set forth in all of the bid documents please signify by providing an authorized signature in the space provided below. Please email to: donnie.fawver@knoxcounty.org.

Notes:

Pending Contract execution.

Authorizing signature: _____ Date: 03/11/2026

If you are not in agreement with any of the above information, please contact Donnie Fawver in the Procurement Division of Knox County at 865.215.5756.

Donnie Fawver II

Donnie Fawver
Construction and Contracts Specialist/Senior Buyer
Knox County Procurement

EXACT COPY

SECTION V VENDOR INFORMATION FOR BID 3711 - ASBESTOS MONITORING SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: Professional Environmental Consulting, Incorporated

5.2 Vendor number as assigned by Knox County: 37443

5.3 Street Address: 2904B Tazewell Pike, Suite B

5.4 City: Knoxville State: TN Zip: 37918

5.5 Contact Person: Richard D. Murphy

5.6 Telephone Number: 865-687-5835

5.7 Fax Number: 865-687-5836

5.8 Vendor's e-mail address: rdmurphy@pecinc-usa.com

5.9 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.10 Vendor's Knox County Business License Number: 1000177121
(If Applicable) *Attach A Copy Of The License.*

5.11 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 yes Addendum 2 yes Addendum 3 _____ Addendum 4 _____

5.12 Do you accept the terms and conditions of the bid? (YES) NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.13 Guaranteed business days for delivery after receipt of a signed purchase order or credit card: 1 days

5.14 Did you include the correct number of exact copies as detailed in Section 1.12? (YES) NO

5.15 Will you accept Knox County Credit Cards as payment as detailed in Section 1.17? (YES) NO

5.16 Did you complete and include your Criminal History Affidavit as detailed in Section 2.7? (YES) NO

5.17 Did you complete and include the Drug Free Workplace Affidavit per Section 3.12? (YES) NO

5.18 **Did you include your Insurance Checklist as detailed in Section 3.16?** YES NO

5.19 **Did you include copies of your laboratory accreditation per Section 4.2?** YES NO

5.20 **Did you include copies of your asbestos certifications per Section 4.3?** YES NO

5.21 **Did you include a list of Capabilities and Experience, including employee certifications and resumes, per Section 3.6?** YES NO

5.22 **Total Number of Years in Business and performing these Services:** 20

5.23 **Total Number of Local Employees Available to Knox County, if awarded:** 6

5.24 **Did you complete & attach pricing schedule – Section VI?** YES NO

SECTION VI PRICING FOR BID 3711 - ASBESTOS MONITORING SERVICES

VENDOR NAME: _Professional Environmental Consulting, Inc.

6.1 Pricing Schedule:

6.1.1	**Asbestos Project Monitoring per shift** - (this rate is to include all costs related to the project such as mobilization, mileage, travel time, PCM air sampling and analysis, project supplies, and project documentation). Please show how many hours per day are in a shift for your company (8 hours, 10 hours, etc.) Hours per day in a shift __8 hours_____	**Cost per Shift** **$ 600**
6.1.2	**Transmission Electron Microscopy (TEM) Clearance Sampling and Analysis** - (this rate is to include all costs related to providing project TEM clearance such as mobilization, mileage, travel time, project supplies, shipping charges, 24-hour turnaround laboratory costs and final report).	**Cost per set of 13 AHERA TEM Clearance Samples** **$ 900**
6.1.3	**Phase Contrast Microscopy (PCM) Clearance Sampling and Analysis (NIOSH method 7400)** – (this rate is to include all costs related to providing project PCM clearance such as mobilization, mileage, travel time, project supplies, on site analysis with same-day turnaround, and final report).	**Cost per set of 5 AHERA PCM Clearance Samples** **$ 500**
6.1.4	**Bulk Sample Analysis by Polarized Light Microscopy (PLM)** -(This rate to include all costs related to samples collected by asbestos technician while on site performing asbestos clearance sampling or project monitoring. Cost of analysis shall include 24-hour turnaround.)	**Cost per sample analysis** **$ 20**

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Scott D. Smith, President or other Principal

Officer of Professional Environmental Consulting, Inc. swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Scott D. Smith
President or Principal Officer

For: Professional Environmental Consulting, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Scott D. Smith,

President or Principal Officer of Professional Environmental Consulting, Inc.

On this 6th day of February 2026.

Jeanette V. Smith
Notary Public

My Commission expires: 2-7-2026

JEANETTE V SMITH
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Scott D. Smith, President or other Principal

Officer of Professional Environmental Consulting, Inc. swear or affirm that the

Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Scott D. Smith

President or Principal Officer

For: Professional Environmental Consulting, Inc.

Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Scott D. Smith,

President or Principal Officer of Professional Environmental Consulting, Inc.

On this 6th day of February 2026.

Jeanette V. Smith

Notary Public

My Commission expires: 2-7-2026

JEANETTE V SMITH
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Docusign Envelope ID: 02821465-5DBC-4E7A-9870-B9DF5322929A

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3711

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		X POLICY / PROJECT / LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: TIS Insurance Services, Inc. AUTHORIZING SIGNATURE: DocuSigned by: Jay Werner C19D3958A97F428...

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Professional Environmental Consulting, Inc. AUTHORIZING SIGNATURE: Scott D. [illegible]

PEC
Professional Environmental Consulting, Inc.

February 9, 2026

Mr. Donnie Fawver
Knox County Purchasing Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

RE: Bid #3711, Asbestos Monitoring Services

Dear Mr. Fawver:

Please find attached the summary of experience and business capabilities of Professional Environmental Consulting, Inc. (PEC) for Asbestos Monitoring Services per your request.

We understand that you and your staff are responsible for selecting the professional consulting firm that will provide the asbestos air monitoring services for the 2026-2027 fiscal year for Knox County Schools. We would like to have the opportunity to showcase our services for any upcoming environmental concerns or projects.

PEC can and will provide senior level personnel with over 37 years of experience and we are committed to the goal of maintaining the highest standard of service in all aspects of our business. We will work diligently to protect and enhance our clients' investments by providing them with cost-efficient solutions to a wide range of environmental issues.

PEC has provided asbestos abatement and air monitoring services for the Knox County Schools, Bradley County Schools, Union County Schools, and both the Knoxville and Chattanooga campuses of The University of Tennessee in the past. We currently have five project monitors on staff that are licensed in the state of Tennessee. We have multiple microscopes and various quantities of air sampling equipment which allows us perform multiple tests at one time. Since we are a local company, have knowledge of school locations and have worked closely with the current Environmental Manager of the last several years, we feel we are qualified to provide the requested services accurately and promptly. We would like to have the opportunity to continue to provide these

services and to meet the needs of all your future requests for environmental services on a full-time contract basis.

The enclosed company brochure and Statement of Qualifications outline our services. We look forward to working with you and the staff on all campuses throughout Knox County in the upcoming year.

Sincerely,
Professional Environmental Consulting, Inc.

Richard D. Murphy
Facility Services Manager

Scott D. Smith, P.G.
President

Attachments: Company Brochure
Related Projects experience
Statement of Qualifications

TRAINING AND ACCREDITATION

AHERA Asbestos Inspector, US
AHERA Asbestos Management Planner, US
AHERA Asbestos Supervisor, US
AHERA Asbestos Designer, US
AHERA Project Monitor, US
Tennessee Certified Asbestos Inspector and Management Planner
Tennessee Certified Asbestos Supervisor
Tennessee Certified Project Monitor
OHIO Certified Asbestos Inspector
North Carolina Asbestos Inspector
Advanced XRF Operator Training
NIOSH 582 Airborne Asbestos Sampling / Evaluation Asbestos, US
OSHA 40-hour HAZWOPER Hazardous Materials
OSHA 8-hour Refresher Hazardous Materials
OSHA 8-hour Supervisor Hazardous Materials
Permit-Required confined space training for entrant, attendant and supervisor
EIA-Field Instructor (Training)
Respiratory Protection training
OSHA Construction Industry Standards Training
Liability and Loss Prevention
Quantitative Industrial Hygiene
Indoor Air Quality Seminar (Mold Assessment & Facility Analysis)
IAQ/Mold Assessment Certification-American Indoor Air Quality Council
Mold Assessment and Remediation in Buildings
The Environmental Institute-Trainer

CAREER SUMMARY

Since 1988, Mr. Murphy has worked in the environmental consulting industry performing various types of training, asbestos surveys, asbestos abatement designs and management plans, lead based paint surveys, mold and indoor air quality assessments. Mr. Murphy has worked extensively with medical facilities, commercial and industrial facilities, telecommunications, and city and county school systems. In 2007, Mr. Murphy joined the Knoxville, Tennessee office of Professional Environmental Consulting, Inc. (PEC) and he currently serves as a Senior Enviornmental Specialist. Mr. Murphy is responsible for all technical aspects of PEC's indoor air quality, asbestos, lead-based paint, and training services.

As Facility Services Manager, Mr. Murphy provides technical services to specific facility and environmental problems in existing and abandoned facilities including air monitoring, building surveys, evaluations, development of practical solutions, and project management of asbestos, lead, and indoor air quality projects. He has extensive experience in asbestos and lead surveys, design, AHERA Management Plans and air monitoring. Mr. Murphy has also conducted several initial indoor air quality surveys which include mold assessments, remediation plans and microbial air sampling.

As an Instructor, Mr. Murphy conducts EPA and OSHA training for the private and public sector as well as specialized training for manufacturing and industrial plants. These classes include asbestos, lead, hazardous waste, confined space, fall protection, and fork truck training. Mr. Murphy has taught asbestos and lead courses through The Environmental Institute in Marietta, Georgia, and in Knoxville, Tennessee for over 30 years.

B.S. in Geology, University of Arkansas
M.S. in Geology, University of Arkansas

Registered Professional Geologist, AR, TN, and GA
AHERA Accredited Asbestos Building Inspector
NIOSH 582 Air Sampling and Analysis
AHERA Asbestos Supervisor
Asbestos Project Monitor
Asbestos Project Designer

TRAINING AND ACCREDITATION

Annual Due Diligence at Dawn & Dusk seminars, ASTM Phase I and Phase II Environmental Site Assessments for Commercial Real Estate, Phase II Environmental Site Assessment Process Course, ASTM Property Condition Assessment Course, Risk Management Training, Quality Assurance Training, VASS Executive Sales Training, Understanding Migration, Assessment, and Remediation of Non-Aqueous Phase Liquids, Understanding Management Practices and Environmental Assessment of Dry-cleaning Facilities, 8-Hour Hazardous Waste Site Supervisors & Managers, 40-Hour HAZWOPER, Annual 8-Hour HAZWOPER refresher courses, Asbestos Building Inspector training and annual refresher courses, NIOSH 582 Air Sampling and Analysis, and AHERA Asbestos Supervisor, Asbestos Project Monitor, Project Designer, and annual refresher courses.

CAREER SUMMARY

Mr. Smith worked for 10 years prior to college as well as throughout college in the commercial and residential construction business where he was involved with construction management and carpentry required for commercial and residential structures. For approximately four of those years he owned and managed a commercial and residential construction company.

As a geologist, Mr. Smith has worked on a seismic crew, which was involved in a joint effort between the USGS, Memphis State University, and the University of Arkansas to delineate faults in the New Madrid Seismic Zone. Mr. Smith also worked in the Mineral Resources Division of Weyerhauser Company where he was involved in geologic mapping and the production of mineral inventory maps for marketing purposes.

Mr. Smith joined a nationally known environmental consulting company in 1995, as a Geologist in the Environmental Services Group in Knoxville, TN. For that company, Mr. Smith became a Principal and Project Manager and managed the Environmental Groups in both Knoxville, TN and Tulsa, OK.

In 2005, Mr. Smith founded Professional Environmental Consulting, (PEC) with offices in Tulsa, OK and Knoxville, TN. Mr. Smith currently serves as president of PEC and is responsible for the overall management and technical quality of the services offered by PEC.

Throughout his career, Mr. Smith has been and still is involved in numerous projects ranging from Phase I and Phase II Environmental Site Assessments to ground-water remediation projects. He has successfully managed contamination assessments regulated under the Resource Conservation and Recovery Act (RCRA) as well as underground storage tank removals (UST) and assessments regulated by the Tennessee Division of Underground Storage Tanks. Mr. Smith has also designed and successfully implemented aquifer characteristic studies and dye-trace studies associated with the monitorability of solid waste landfills and dam leakage studies.

TECHNICAL EXPERIENCE

Ground-Water Monitoring

Mr. Smith is experienced in the monitoring of groundwater for contaminants originating from landfills, agricultural practices, and other anthropological sources. His experience includes the development of groundwater monitoring plans, groundwater monitoring well installation and development, groundwater sampling, statistical analysis, chemical analysis interpretation, and associated report writing.

Phase I Environmental Site Assessments

Mr. Smith has performed and managed thousands of Phase I Environmental Site Assessments throughout the United States, Puerto Rico, and the Caribbean. He has managed these types of investigations for multiple-site communication tower sites as well as local and portfolio-type clients. These projects have included field investigations, research of current and historical land use, research of current and historical land use of surrounding areas, and associated report writing.

Phase II Environmental Site Assessments

Mr. Smith has performed and managed numerous Phase II Environmental Site Assessments associated with real estate transactions. These projects have ranged from small jobs where a Geoprobe™ sampling system was utilized to collect soil and or ground-water samples for analysis to jobs in which hollow-stem auger or air-rotary drill rigs were used to drill and install multiple monitoring wells. Mr. Smith has performed these types of projects in a variety of geologic environments (karst, igneous, metamorphic, glacial, and fluvial).

Underground Storage Tank Removals and Assessments

Mr. Smith has managed, performed, and supervised the removal of UST's in both commercial and industrial settings, and he is proficient with the current UST state regulations and guidelines for Tennessee and various other states. These projects involved various stages of assessment required to define the extent of soil and or ground-water contamination associated with USTs, and if necessary perform remediation on the site. On these types of projects, Mr. Smith has prepared various associated reports (UST Closure Reports, Initial Abatement Reports, Initial Site Assessment Reports, Environmental Assessment Reports, and Corrective Action Plans).

Asbestos

For the past 20-plus years Mr. Smith has managed and performed asbestos-related services throughout the country for commercial, industrial, and institutional properties. He is a licensed Asbestos Inspector in Tennessee, Virginia, South Carolina, North Carolina, Kentucky, Indiana, Illinois, and Louisiana; a licensed Project Designer in Tennessee and Kentucky; and a licensed Project Monitor in Tennessee.

PEC
Professional Environmental Consulting, Inc.

2904B Tazewell Pike, Suite B
Knoxville, TN 37918
(865) 687-5835
www.pecinc-usa.com

MENU OF SERVICES

• Environmental Services

- Phase I and Phase II Environmental Site Assessments
- Underground Storage Tank (UST) Assessments
- Site Characterization and Corrective Action Planning
- Soil and Groundwater Remediation Technology
- Brownfield Redevelopment Services
- Solid Waste Management (landfill siting and feasibility studies, compliance maintenance, groundwater monitoring, statistical analysis, and preparation of assessment plans)
- Hydrogeologic Services (dye tracing, dam leakage studies)

• Asbestos and Lead Based Paint

- Building Services (asbestos and lead based paint surveys and testing)
- Asbestos Air Monitoring
- Asbestos Abatement Oversite
- Abatement Design
- Contract Administration
- Preparation of Operation and Maintenance Plans

• Indoor Air Quality

- Mold Assessments and Testing
- Air Quality Investigations and Testing

• Training

- Asbestos Building Inspector/Management Planning
- Asbestos Project Monitor
- Asbestos Worker and Supervisor
- Asbestos Air Monitoring
- Asbestos and Lead Awareness
- Renovation Repair and Painting (RRP)

PEC was founded as a result of its staff knowing they could provide unsurpassed service in the environmental consulting field. We not only consistently meet but exceed our client's expectations. Our philosophy involves gathering information and learning about the client's needs, and then customizing a solution that will offer the best possible outcome for the client. It is this approach to personalized, client-centered service that sets **PEC** apart from its competitors.

PEC's professional staff members are all committed to the goal of maintaining the highest standard of service in all aspects of our business. We work diligently to protect and enhance our client's investments by providing them with cost-efficient solutions to a wide range of environmental issues. From small, local projects, to multi-site national acquisitions, **PEC** consistently delivers exceptional results, on time and on budget.

PEC's licensed and experienced staff maintains a cutting edge in terms of training and keeping abreast of the latest reporting standards and requirements. Our clients rely on our training and expertise to inform them of the financial implications of environmental risks. **PEC** enables their clients to become more successful by helping them understand and manage those risks and offering solid solutions.

Let PEC by your "one stop shop" for all Your environmental needs. We specialize in client-centered service & customized solutions.

PEC
Professional Environmental Consulting, Inc.

SUMMARY OF STATEMENT OF QUALIFICATIONS

Professional Environmental Consulting, Inc. (PEC) was founded as a result of its staff knowing they could provide unsurpassed service in the environmental consulting field. We perform work for a variety of clients ranging in size from local businesses to international corporations throughout the United States, Puerto Rico, and Canada. Our professional staff members are all committed to the goal of maintaining the highest standard of service in all aspects of our business. We work diligently to protect and enhance our client's investments by providing them with cost-efficient solutions to a wide range of environmental issues.

PEC is a multi-dimensional firm with highly qualified personnel that are experienced in providing consulting services in the areas of environmental services, asbestos and lead based paint, indoor air quality, and training.

Environmental Services

- Phase I and Phase II Environmental Site Assessments
- Underground Storage Tank (UST) Assessments
- Site Characterization and Corrective Action Planning
- Soil and Groundwater Remediation Technology
- Brownfield Redevelopment Services
- Solid Waste Management (landfill siting and feasibility studies, compliance maintenance, groundwater monitoring, statistical analysis, and preparation of assessment plans)
- Hydrogeologic Services (dye tracing, dam leakage studies)

Asbestos and Lead Based Paint

- Building Services (asbestos and lead based paint surveys and testing)
- Asbestos Air Monitoring
- Asbestos Abatement Oversite
- Abatement Design
- Contract Administration
- Preparation of Operation and Maintenance Plans

Indoor Air Quality

- Mold Assessments and Testing
- Air Quality Investigations and Testing

Training

- Asbestos Building Inspector
- Asbestos Management Planning
- Asbestos Worker and Supervisor
- Asbestos Air Monitoring

PEC's corporate office is located Knoxville, TN, and we have relationships with other consultants around the country. Our relationships and our dedication to client service allow us to provide services to any area of the country quickly, efficiently, and economically. For questions or more information please contact us or visit our web page at www.pecinc-usa.com.

2904B Tazewell Pike, Suite B • Knoxville, TN 37918 • Phone (865) 687-5835 • Fax (865) 687-5836
www.pecinc-usa.com

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway, Nashville, TN 37243

By virtue of the authority vested by the Division of Solid Waste Management, the Company named below is hereby accredited to offer and/or conduct Asbestos activities pursuant to Rule 0400-13-20:

Professional Environmental Consulting, Inc.

2904B Tazewell Pike Suite B Knoxville TN, 37918

To conduct ASBESTOS ACTIVITIES in schools or public and commercial buildings in Tennessee. This firm is responsible for compliance with the applicable requirements of Rule 0400-13-20.

Discipline	Type	Accreditation Number	Effective	Expires
Accreditation	Re-Accreditation	A-F-644-172857	12/1/2025	12/31/2028

Given under the Seal of the State of Tennessee in Nashville.

This **7th** Day of **January 2026**

Division of Solid Waste Management
Toxic Substance Program

CN-1324 (Rev 6/24)

RDA-3078

is hereby Accredited pursuant to Rule 0400-13-20 Asbestos Accreditation Requirements to perform Asbestos Activities associated with the Discipline(s) listed on the front of this card.

A false statement pertaining to accreditation(s) is subject to the penalties of perjury.

Date Issued: 10/31/2025

Note: In order for this Tennessee issued accreditation to remain valid through the expiration date, the individual must maintain current applicable accredited asbestos refresher training course(s)

THIS CARD IS NOT TO BE USED FOR ANY OTHER IDENTIFICATION PURPOSES. IF FOUND, RETURN TO:
Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway
Nashville TN 37243

CN-1334 (Rev 6/04) RDA-3075

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program



Date Issued: 10/31/2025

Re-Accreditation

Richard Darin Murphy

DOB	Sex	HGT	WGT
04-Nov-1965	M	6' 0"	225

Discipline	Accreditation	Expiration
Inspector - Combined	A-I-C-48276-172027	Sep-10-2026
Management Planner	A-MP-C-48276-172029	Sep-10-2026
Project Monitor	A-PM-48276-172030	May-6-2026
Supervisor	A-S-48276-172028	Sep-9-2026

Asbestos Accreditation

The Environmental Institute

Richard D. Murphy

Social Security Number - XXX-XX-6572

Professional Environmental Consulting - 2904-B Tazewell Pike, Suite B, Knoxville, TN 37918

Has completed 8 hours of coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation, NESHAP Regulations Training, and OSHA Competent Person

Asbestos in Buildings: Abatement Project Supervisor Refresher

September 9, 2025
Course Date

16132
Certificate Number

September 9, 2025
Examination Date

September 9, 2026
Expiration Date

Beverly B. Campbell - Principal Instructor/Training Manager



(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Aprroval #11-583)

Florida Accreditation #0004693; Tennessee Accreditation #A-TP-SR-148-139093; Alabama Accreditation # SS-2210-ASBTPR-01

TEI - 9755 Dogwood Road, Suite 350 - Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

The Environmental Institute

Richard D. Murphy

Social Security Number - XXX-XX-6572
Professional Environmental Consulting - 2904-B Tazewell Pike, Suite B, Knoxville, TN 37918

Has completed 8 hours of coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

Asbestos in Buildings: Inspector & Management Planner Refresher

September 10, 2025
Course Date

20637
Certificate Number

September 10, 2025
Examination Date

September 10, 2026
Expiration Date



Beverly B. Campbell - Course Director/Training Manager

(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)
Florida Accreditation #0002805; Tennessee Accreditation #A-TP-IR-148-139089 and A-TP-MPR-148-139091
Alabama Accreditation # SS-2210-ASBTPR-01
TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

The Environmental Institute

Rick Murphy

Social Security Number - XXX-XX-6572

PEC - 2904-B Tazewell Pike, Suite B, Knoxville, TN 37918

Has completed 8 hours of coursework and satisfactorily passed an examination that meets the criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation and NESHAP Regulations Training

Asbestos in Buildings: Project Designer Refresher

September 11, 2025
Course Date

September 11, 2025
Examination Date

September 11, 2026
Expiration Date

4805
Certificate Number

Beverly Campbell - Course Director/Training Manager

(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)

Florida Accreditation #0002808; Tennessee Accreditation #A-TP-DR-148-139089; Alabama Accreditation # SS-2210-ASBTPR-01

TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

The Environmental Institute

Scott Smith

Social Security Number - XXX-XX-0645

Professional Environmental Consultants - 2904-B Tazewell Pike, Knoxville, TN 37918

Has completed 8 hours of coursework and satisfactorily passed an examination that meets the criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation and NESHAP Regulations Training

Asbestos in Buildings: Project Designer Refresher

October 24, 2025
Course Date

4815
Certificate Number

October 24, 2025
Examination Date

October 24, 2026
Expiration Date

Richard D. Murphy - Course Director

Training Location: 3769 Old Knoxville Highway, Rockford, TN 37853

(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)

Florida Accreditation #0002808; Tennessee Accreditation #A-TP-DR-148-139095; Alabama Accreditation # SS-2210-ASBTPR-01

TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management

54713-97763

Toxic Substances Program



Re-Accreditation

Scott D Smith

DOB	Sex	HGT	WGT
06-Apr-1961	M	6' 0"	220

Discipline	Accreditation	Expiration
Inspector	A-I-48664-172372	Nov-6-2026
Project Designer	A-PD-48664-172373	Oct-24-2026
Project Monitor	A-PM-48664-172374	Sep-28-2026

Asbestos Accreditation

Is hereby Accredited pursuant to Rule 0400-13-20 Asbestos Accreditation Requirements to perform Asbestos Activities associated with the Discipline(s) listed on the front of this card.

A false statement pertaining to accreditation(s) is subject to the penalties of perjury.

Date Issued: 11/20/2025

Note: In order for this Tennessee issued accreditation to remain valid through the expiration date, the individual must maintain current applicable accredited asbestos refresher training course(s)

THIS CARD IS NOT TO BE USED FOR ANY OTHER IDENTIFICATION PURPOSES. IF FOUND, RETURN TO:

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway
Nashville TN 37243

CN-1324 **(Rev 6/24)** **RDA-3078**

M·E·T·A

Mayhew Environmental Training Associates

INCORPORATED

Certificate # 3BR6K5NQ3G

Brenden Knight

has on 10/3/2025, in Nashville, TN
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646

Tennessee Project Monitor Initial

as approved by TN and the US EPA under 40 CFR 763 (AHERA)
from 9/29/2025 to 10/3/2025 and passed the associated exam on 10/3/2025
with a score of at least 70%

DeMarcus Lockett
Instructor

Thomas Mayhew
President

KANSAS MAYHEW EST. 1985 INC. 1987 ENVIRONMENTAL TRAINING ASSOCIATES SAFETY IN GOD ALONE

SSN: XXX-XX-6281
Expires: 10/3/2026

P.O. Box 786 - Lawrence, KS. 66044 - 800.444.6382
www.metaenvironmental.net

CERTIFICATE NUMBER

99531

Certificate of Attendance

This is to Certify that

BRENDEN KNIGHT

Has Completed the Course of

AIR SAMPLING & ANALYSIS OF AIRBORNE ASBESTOS (NIOSH-582 EQUIVALENT) 40-HRS.

UNDER TSCA 206, FOR PURPOSES OF COMPLIANCE WITH 29 CFR 1926.1101 AND TITLE 8 CCR 1529 AND TITLE 8 CCR 5208.

ARMANDO DUCOING
DIRECTOR

December 12, 2025	E120825NIOSH 120825	
COMPLETION DATE	CLASS NUMBER / STARTING DATE	CERTIFICATE EXPIRES

Ecologics Training Institute

2487 E. Orangethorpe Ave. Fullerton, CA 92831 . Ph (714) 632-8100. Fax (714) 635 8111 . www.ecologicsonline.com

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program



Brenden Knight

DOB	Sex	HGT	WGT
24-Feb-1998	M	5' 6"	150

Discipline	Accreditation	Expiration
Inspector	A-I-204650-172610	Sep-24-2026
Project Monitor	A-PM-204650-172609	Oct-3-2026

Date Issued 12/11/2025
Initial

Asbestos Accreditation

Is hereby Accredited pursuant to Rule 0400-13-20 Asbestos Accreditation Requirements to perform Asbestos Activities associated with the Discipline(s) listed on the front of this card.
A false statement pertaining to accreditation(s) is subject to the penalties of perjury.

Date Issued 12/11/2025

***Note:** In order for this Tennessee issued accreditation to remain valid through the expiration date, the individual must maintain current applicable accredited asbestos refresher training course(s)*

THIS CARD IS NOT TO BE USED FOR ANY OTHER IDENTIFICATION PURPOSES. IF FOUND, RETURN TO:
Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway
Nashville TN 37243

CN-1324 (Rev 8/24) RDA-3078

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program



Date Issued 1/7/2026
Re-Accreditation

Jacob Wayne Taylor

DOB	Sex	HGT	WGT
12-May-1998	M	6' 2"	285

Discipline	Accreditation	Expiration
Inspector	A-I-173566-172869	Dec-19-2026
Project Monitor	A-PM-173566-176474	May-27-2026

Asbestos Accreditation

Is hereby Accredited pursuant to Rule 0400-13-20 Asbestos Accreditation Requirements to perform Asbestos Activities associated with the Discipline(s) listed on the front of this card.

A false statement pertaining to accreditation(s) is subject to the penalties of perjury.

Date Issued 1/7/2026

Note: In order for this Tennessee issued accreditation to remain valid through the expiration date, the individual must maintain current applicable accredited asbestos refresher training course(s)

THIS CARD IS NOT TO BE USED FOR ANY OTHER IDENTIFICATION PURPOSES. IF FOUND, RETURN TO:

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway
Nashville TN 37243

CN-1324 (Rev 6/24) RDA-3078

M·E·T·A
Mayhew Environmental Training Associates
INCORPORATED

Certificate # 000TN72414827

Jacob Taylor

has on 12/19/2025 completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646

Online Asbestos Building Inspector Refresher (4 Hour)

as approved by TN and the US EPA under 40 CFR 763 (AHERA) and passed the associated exam on 12/19/2025 with a score of at least 70%.

KANSAS MAYHEW INC. 1987 EST. 1985 ENVIRONMENTAL TRAINING ASSOCIATES SAFETY IN GOD ALONE

SSN: XXX-XX-1151

Expiration: 12/19/2026

META ONLINE

Thomas Mayhew
President

PO BOX 786 – Lawrence, KS 66044 – 800.444.6382
www.metaenvironmental.net

CERTIFICATE NUMBER

62994

Certificate of Attendance

This is to Certify that

JACOB TAYLOR

Has Completed the Course of

AIR SAMPLING & ANALYSIS OF AIRBORNE ASBESTOS (NIOSH-582 EQUIVALENT)

UNDER TSCA 206, FOR PURPOSES OF COMPLIANCE WITH 29 CFR 1926.1101 AND TITLE 8 CCR 1529 AND TITLE 8 CCR 5208.

ARMANDO DUCOING
DIRECTOR

October 29, 2021	E102521NIOSH 102521	
COMPLETION DATE	CLASS NUMBER / STARTING DATE	CERTIFICATE EXPIRES

Ecologics Training Institute

2487 E Orangethorpe Ave . Fullerton, CA 92831 . Ph (714) 632-8100 . Fax (714) 632-8111 . www.ecologicsonline.com

The Environmental Institute

Jacob Taylor

Social Security Number - XXX-XX-1151

Professional Environmental Consulting, Inc. - 2904-B Tazewell Pike, Suite B, Knoxville, TN 37918

Has completed 8 hours of coursework and satisfactorily passed an examination that meets all criteria recommended by EPA/AHERA/ASHARA (TSCA Title II)

Asbestos in Buildings: Abatement Project Monitor Refresher

May 27, 2025
Course Date

1256
Certificate Number

May 27, 2025
Examination Date

May 27, 2026
Tennessee Expiration Date

Richard D. Murphy - Course Director

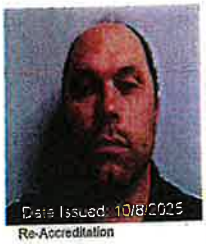


Training Location: 1430 East Weisgarber, Knoxville, TN 37909
(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)
Tennessee Accreditation #A-TP-PMR-148-127828
TEI - 9755 Dogwood Road, Suite 350 - Roswell, GA 30075
Phone: 770-427-3600 - www.tei-atl.com

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program

101421-96416



Date Issued: 10/8/2025

Re-Accreditation

Robert L Stewart

DOB	Sex	HGT	WGT
03-Dec-1986	M	5'7"	250

Discipline	Accreditation	Expiration
Inspector - Combined	A-I-C-104957-171627	Apr-25-2026
Management Planner	A-MP-C-104957-171633	Apr-25-2026
Project Monitor	A-PM-104957-165587	May-31-2026

Asbestos Accreditation

Is hereby Accredited pursuant to Rule 0400-33-20 Asbestos Accreditation Requirements to perform Asbestos Activities associated with the Discipline(s) listed on the front of this card.

A false statement pertaining to accreditation(s) is subject to the penalties of perjury.

Date Issued: 10/8/2025

***Note:** In order for this Tennessee issued accreditation to remain valid through the expiration date, the individual must maintain current applicable accredited asbestos refresher training course(s)*

THIS CARD IS NOT TO BE USED FOR ANY OTHER IDENTIFICATION PURPOSES. IF FOUND, RETURN TO:
Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program
Davy Crockett Tower, 7th Floor
500 James Robertson Parkway
Nashville, TN 37243

CN-1324 (Rev 6/24) RDA-3078

The Environmental Institute

Robert Stewart

Social Security Number - XXX-XX-1314

Professional Environmental Consulting, Inc. - 2904-B Tazewell Pike, Suite B, Knoxville, TN 37918

Has completed 8 hours of coursework and satisfactorily passed an examination that meets all criteria recommended by EPA/AHERA/ASHARA (TSCA Title II)

Asbestos in Buildings: Abatement Project Monitor Refresher

May 27, 2025
Course Date

1257
Certificate Number

May 27, 2025
Examination Date

May 27, 2026
Tennessee Expiration Date

Richard D. Murphy
Richard D. Murphy - Course Director



Training Location: 1430 East Weisgarber, Knoxville, TN 37909
(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)
Tennessee Accreditation #A-TP-PMR-148-127828
TEI - 9755 Dogwood Road, Suite 350 - Roswell, GA 30075
Phone: 770-427-3600 - www.tei-atl.com

The Environmental Institute

Robert Stewart

Social Security Number - XXX-XX-1314
Professional Environmental Consulting, Inc. - 2904B Tazewell Pike, Suite B, Knoxville, TN 37918

Has completed 8 hours of coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

Asbestos in Buildings: Inspector & Management Planner Refresher

April 25, 2025
Course Date

20452
Certificate Number

April 25, 2025
Examination Date

April 25, 2026
Expiration Date



Richard D. Murphy - Course Director

Training Location: 2904B Tazewell Pike, Suite B, Knoxville, TN 37918
(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)
Florida Accreditation #0002805; Tennessee Accreditation #A-TP-IR-148-139089 and A-TP-MPR-148-139091
Alabama Accreditation # SS-2210-ASBTPR-01
TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

The Environmental Institute

Robert Stewart

Has completed coursework and satisfactorily passed an examination that meets all criteria required for the Course

Asbestos in Buildings: Air Sampling and Analysis

(NIOSH 582 EQUIVALENT)

January 16-20, 2017
Course Date

2402
Certificate Number

January 20, 2017
Examination Date

Thomas G. Laubenthal - Course Director

Rachel G. McCain - Exam Administrator



(Approved by the ABIH Certification Maintenance Committee for 5 CM points - Approval #11-533)

(Florida Provider Registration Number FL49-0001342 - Course #FL49-0006277)

TEI - 1841 West Oak Parkway, Suite F - Marietta, Georgia 30062 - (770) 427-3600 - www.tei-atl.com

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program



Jo A Brown

DOB	Sex	HGT	WGT
21-Apr-2000	F	5'7"	150

Discipline	Accreditation	Expiration
Inspector	A-I-092091-150142	Nov-30-2024
Project Monitor	A-PM-092091-162291	Apr-30-2025

Date Issued: 4/30/2024

Initial

Asbestos Accreditation

Is hereby Accredited pursuant to Rule 1200-01-20 Asbestos Accreditation Requirements to perform Asbestos Activities associated with the Discipline(s) listed on the front of this card.

A false statement pertaining to accreditation(s) is subject to the penalties of perjury.

Date Issued: 4/30/2024

Note: In order for this Tennessee issued accreditation to remain valid through the expiration date, the individual must maintain current applicable accredited asbestos refresher training course(s)

THIS CARD IS NOT TO BE USED FOR ANY OTHER IDENTIFICATION PURPOSES. IF FOUND, RETURN TO:
Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 14th Floor
Nashville TN 37243

CN-1324 (Rev 6/13) RDA-3078

The Environmental Institute

Jo A. Brown

Social Security Number - XXX-XX-9521
Professional Environmental Consulting, Inc - 2904B Tazewell Pike, Suite B, Knoxville, TN 37918

Has completed 4 hours of coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

Asbestos in Buildings: Inspector Refresher

April 25, 2025
Course Date

April 25, 2025
Examination Date

April 25, 2026
Expiration Date

20450
Certificate Number

Richard D. Murphy - Principal Instructor



Training Location: 2904B Tazewell Pike, Suite B, Knoxville, TN 379018
(Approved by the ABIH Certification Maintenance Committee for 1/2 CM point - Approval #11-577)
Florida Accreditation #0002805; Tennessee Accreditation #A-TP-IR-148-139089; Alabama Accreditation # SS-2210-ASBTPR-01
TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

The Environmental Institute

JoJo Brown

Social Security Number - XXX-XX-9521

Nuclear Fuel Serivces - 1205 Banner Hill Road, Erwin, TN 37650

Has completed 8 hours of coursework and satisfactorily passed an examination that meets all criteria recommended by EPA/AHERA/ASHARA (TSCA Title II)

Asbestos in Buildings: Abatement Project Monitor Refresher

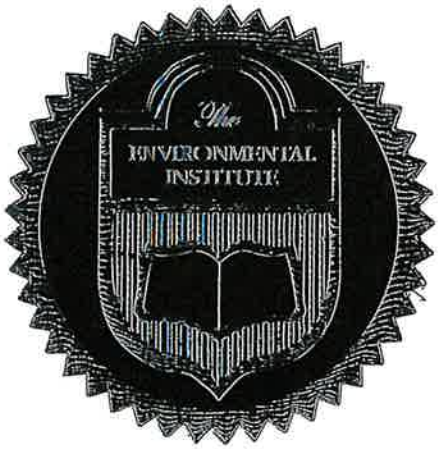
April 1, 2025
Course Date

1252
Certificate Number

April 1, 2025
Examination Date

April 1, 2026
Tennessee Expiration Date

Richard D. Murphy - Course Director



Training Location: 1205 Banner Hill Road, Erwin, TN 37650
(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)
Tennessee Accreditation #A-TP-PMR-148-127828
TEI - 9755 Dogwood Road, Suite 350 - Roswell, GA 30075
Phone: 770-427-3600 - www.tei-atl.com

The Environmental Institute

Jo Brown

Has completed 32 hours of coursework and satisfactorily passed an examination that meets all criteria required for the Course

Asbestos in Buildings: Air Sampling and Analysis

(NIOSH 582 EQUIVALENT)

January 22-25, 2024
Course Date

2544
Certificate Number

January 25, 2024
Examination Date

Pamela H. Hogue - Course Director

Erin Garmon, MPH, CIH - Course Director



(Approved by the ABIH Certification Maintenance Committee for 5 CM points - Approval #11-533)
(Florida Provider Registration Number 0001342 - Course #0006277)
TEI - 1395 S. Marietta Parkway SE - Building 100, Suite 124 - Marietta, GA 30067
Phone: 770-427-3600 - Website: www.tei-atl.com

B.S. in Geology, University of Arkansas
M.S. in Geology, University of Arkansas

Registered Professional Geologist, AR, TN, and GA
AHERA Accredited Asbestos Building Inspector
NIOSH 582 Air Sampling and Analysis
AHERA Asbestos Supervisor
Asbestos Project Monitor
Asbestos Project Designer

TRAINING AND ACCREDITATION

Annual Due Diligence at Dawn & Dusk seminars, ASTM Phase I and Phase II Environmental Site Assessments for Commercial Real Estate, Phase II Environmental Site Assessment Process Course, ASTM Property Condition Assessment Course, Risk Management Training, Quality Assurance Training, VASS Executive Sales Training, Understanding Migration, Assessment, and Remediation of Non-Aqueous Phase Liquids, Understanding Management Practices and Environmental Assessment of Dry-cleaning Facilities, 8-Hour Hazardous Waste Site Supervisors & Managers, 40-Hour HAZWOPER, Annual 8-Hour HAZWOPER refresher courses, Asbestos Building Inspector training and annual refresher courses, NIOSH 582 Air Sampling and Analysis, and AHERA Asbestos Supervisor, Asbestos Project Monitor, Project Designer, and annual refresher courses.

CAREER SUMMARY

Mr. Smith worked for 10 years prior to college as well as throughout college in the commercial and residential construction business where he was involved with construction management and carpentry required for commercial and residential structures. For approximately four of those years he owned and managed a commercial and residential construction company.

As a geologist, Mr. Smith has worked on a seismic crew, which was involved in a joint effort between the USGS, Memphis State University, and the University of Arkansas to delineate faults in the New Madrid Seismic Zone. Mr. Smith also worked in the Mineral Resources Division of Weyerhauser Company where he was involved in geologic mapping and the production of mineral inventory maps for marketing purposes.

Mr. Smith joined a nationally known environmental consulting company in 1995, as a Geologist in the Environmental Services Group in Knoxville, TN. For that company Mr. Smith became a Principal and Project Manager and managed the Environmental Groups in both Knoxville, TN and Tulsa, OK.

In 2005, Mr. Smith founded Professional Environmental Consulting, (PEC) with offices in Tulsa, OK and Knoxville, TN. Mr. Smith currently serves a president of PEC and is responsible for the overall management and technical quality of the services offered by PEC.

Throughout his career, Mr. Smith has been and still is involved in numerous projects ranging from Phase I and Phase II Environmental Site Assessments to ground-water remediation projects. He has successfully managed contamination assessments regulated under the Resource Conservation and Recovery Act (RCRA) as well as underground storage tank removals (UST) and assessments regulated by the Tennessee Division of Underground Storage Tanks. Mr. Smith has also designed and successfully implemented aquifer characteristic studies and dye-trace studies associated with the monitorability of solid waste landfills and dam leakage studies.

TECHNICAL EXPERIENCE

Ground-Water Monitoring

Mr. Smith is experienced in the monitoring of ground water for contaminants originating from landfills, agricultural practices, and other anthropological sources. His experience includes development of ground-water monitoring plans, monitoring well installation and development, ground-water sampling, statistical analysis, chemical analysis interpretation, and associated report writing.

Phase I Environmental Site Assessments

Mr. Smith has performed and managed several hundred Phase I Environmental Site Assessments throughout the Unites States and Puerto Rico. He has managed these types of investigations for multiple site communication tower sites as well as local and portfolio-type clients. These projects have included field investigations, research of current and historical land use, research of current and historical land use of surrounding areas, and associated report writing.

Phase II Environmental Site Assessments

Mr. Smith has performed and managed numerous Phase II Environmental Site Assessments associated with real estate transactions. These projects have ranged from small jobs where a Geoprobe™ sampling system was utilized to collect soil and or ground-water samples for analysis to jobs in which hollow-stem auger or air-rotary drill rigs were used to drill and install multiple monitoring wells. Mr. Smith has performed these types of projects in a variety of geologic environments (karst, igneous, metamorphic, glacial, and fluvial).

Underground Storage Tank Removals and Assessments

Mr. Smith has managed, performed, and supervised the removal of UST's in both commercial and industrial settings, and he is proficient with the current UST state regulations and guidelines for Tennessee and various other states. These projects involved various stages of assessment required to define the extent of soil and or ground-water contamination associated with USTs, and if necessary perform remediation on the site. On these types of projects Mr. Smith has prepared various associated reports (UST Closure Reports, Initial Abatement Reports, Initial Site Assessment Reports, Environmental Assessment Reports, and Corrective Action Plans).

Asbestos

For the past 20 plus years Mr. Smith has managed and performed asbestos related services throughout the country for commercial, industrial, and institutional properties. He is a licensed Asbestos Inspector in Tennessee, Virginia, South Carolina, North Carolina, Kentucky, Indiana, Illinois, and Louisiana; a licensed Project Designer in Tennessee and Kentucky; and a licensed Project Monitor in Tennessee.

TRAINING AND ACCREDITATION

AHERA Asbestos Inspector, US
AHERA Asbestos Management Planner, US
AHERA Asbestos Supervisor, US
AHERA Asbestos Designer, US
AHERA Project Monitor, US
Tennessee Certified Asbestos Inspector and Management Planner
Tennessee Certified Asbestos Supervisor
Tennessee Certified Project Monitor
Colorado Certified Asbestos Inspector
Missouri Certified Asbestos Inspector
Alabama Certified Asbestos Inspector
OHIO Certified Asbestos Inspector
North Carolina Asbestos Inspector
Lead-Based Paint Inspector, US
Tennessee Certified Lead-Based Paint Inspector
Lead-Based Paint Risk Assessor Lead-Based Paint, US
Advanced XRF Operator Training
NIOSH 582 Airborne Asbestos Sampling / Evaluation Asbestos, US
OSHA 40-hour HAZWOPER Hazardous Materials
OSHA 8-hour Refresher Hazardous Materials
OSHA 8-hour Supervisor Hazardous Materials
Permit-Required confined space training for entrant, attendant and supervisor
EIA-Field Instructor (Training)
Respiratory Protection training
OSHA Construction Industry Standards Training
Liability and Loss Prevention
Quantitative Industrial Hygiene
Indoor Air Quality Seminar (Mold Assessment & Facility Analysis)
IAQ/Mold Assessment Certification-American Indoor Air Quality Council
Mold Assessment and Remediation in Buildings
The Environmental Institute-Trainer

CAREER SUMMARY

Since 1988, Mr. Murphy has worked in the environmental consulting industry performing various types of training, asbestos surveys, asbestos abatement designs and management plans, lead based paint surveys, mold and indoor air quality assessments. Mr. Murphy has worked extensively with medical facilities, commercial and industrial facilities, telecommunications, and city and county school systems. In 2007, Mr. Murphy joined the Knoxville, Tennessee office of Professional Environmental Consulting, Inc. (PEC) and he currently serves as the Facility Services Manager. Mr. Murphy is responsible for all technical aspects of PEC's indoor air quality, asbestos, lead-based paint, and training services.

As Facility Services Manager, Mr. Murphy provides technical services to specific facility and environmental problems in existing and abandoned facilities including air monitoring, building surveys, evaluations, development of practical solutions, and project management of asbestos, lead, and indoor air quality projects. He has extensive experience in asbestos and lead surveys, design, AHERA Management Plans and air monitoring. Mr. Murphy has also conducted several initial indoor air quality surveys which include mold assessments, remediation plans and microbial air sampling.

As an Training Instructor, Mr. Murphy conducts EPA and OSHA training for the private and public sector as well as specialized training for manufacturing and industrial plants. These classes include asbestos, lead, hazardous waste,

confined space, fall protection, and fork truck training. Mr. Murphy has taught asbestos and lead courses through The Environmental Institute in Marietta, Georgia, and in Knoxville, Tennessee for over 25 years.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Scientific Analytical Institute
4604 Dundas Drive
Greensboro, NC 27407
Mr. Nathaniel Durham
Phone: 336-292-3888 Fax: 336-292-3313
Email: ndurham@sailab.com
www.sailab.com

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200664-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

Effective 2026-01-01 through 2026-12-31

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200664-0

Scientific Analytical Institute

Greensboro, NC

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).

2026-01-01 through 2026-12-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Scientific Analytical Institute
4604 Dundas Drive
Greensboro, NC 27407
Mr. Nathaniel Durham
Phone: 336-292-3888 Fax: 336-292-3313
Email: ndurham@sailab.com
www.sailab.com

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200664-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

Effective 2026-01-01 through 2026-12-31

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Asbestos Monitoring Services Bid #3711

Cost to Knox County Schools

$200,000.00

Description and Type of Funding Source

177 791365 xx 570600

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Contracts 8. B.

Board of Education Regular Session

Meeting Date: 04/09/2026

Skilled Services Quality Construction, LLC Contract

Submitted By: Terri Coatney

Department: Operations **Division:** Facilities & Construction

---

Explanation

Approve Contract with Skilled Services Quality Construction, LLC in the amount of $262,100.00 for Innovative School Model Phase 4 Projects at Austin-East Magnet High School, Fulton High School, and West Valley Middle School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Contract

Fiscal Note

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3rd day of March in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Knox County Schools
400 W. Summit Hill Drive
Knoxville, TN 37901
865-594-1800

and the Contractor:
(Name, legal status, address and other information)

Skilled Services Quality Construction, LLC
2800 Hoitt Avenue
Knoxville, TN 37917
865-637-7687

for the following Project:
(Name, location and detailed description)

Innovative Schools Model Renovations Phase #04
Austin-East Magnet High School, Fulton High School, West Valley Middle School.

The Architect:
(Name, legal status, address and other information)

Design Innovation Architects, Inc.
402 S. Gay Street #201
Knoxville, TN 37902
865-637-8540

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Architect.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Sixty-Two Thousand One Hundred and 00/100 Dollars ($ 262,100.00), subject to additions and deductions as provided in the Contract Documents.

Austin-East Magnet High School	$90,600.00
Fulton High School	$88,700.00
West Valley Middle School	$84,800.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance No. 01 – Austin-East Magnet High School	$9,300.00
Contingency Allowance No. 02 – Fulton High School	$4,400.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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One Thousand and no/100 Dollars ($1,000.00) per calendar day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% for completed work and suitably stored materials

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage to be withheld in the amount to be determined by the Architect equal to the value of incomplete work.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No additional fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Douglas Shover
Knox County Schools – Facilities Department
505 Summer Place – UTT 2nd Floor, Room 281H
Knoxville, TN 37902
douglas.shover@knoxschools.org
865-594-1825

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Rob Smith
Skilled Services
2800 Hoitt Avenue
Knoxville, TN 37917
robsmith@skservicesllc.com
865-637-7687

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)
ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.5 Drawings

Number	Title	Date
See Exhibit A – Drawing List		

.6 Specifications

Section	Title	Date	Pages
See Exhibit B – Table of Contents			

.7 Addenda, if any:

Number	Date	Pages
1	February 12, 2026	24

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted).9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal

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requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
SEE ATTACHED SIGNATURE PAGE	
(Printed name and title)	*(Printed name and title)*

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-172

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/26/2026

DOCUMENT 00 01 15 - LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.1 LIST OF DRAWINGS

A. List of Drawings: Drawings consist of the following Contract Drawings dated 2024-11-01, and as modified by subsequent Addenda and Contract modifications.

1. **Austin-East Magnet High School, 2800 Martin Luther King Jr Ave, Knoxville, TN 37914**
   - G000 – COVER
   - G199 – LEGENDS & ABBREVIATIONS
   - LS101 – LIFE SAFETY PLAN
   - D101 – DEMO PLAN
   - A000 – WALL TYPES
   - A101 – FLOOR PLAN AND REFLECTED CEILING PLAN
   - A301 – SECTIONS
   - A700 – INTERIOR ELEVATIONS, DETAILS AND FINISH SCHEDULE
   - E101 – FLOOR PLANS – ELECTRICAL
   - M101 – FLOOR PLAN - HVAC

2. **Fulton High School, N Broadway, Knoxville, TN 37917**
   - G000 – COVER
   - G199 – LEGENDS & ABBREVIATIONS
   - LS101 – LIFE SAFETY PLAN
   - D101 – DEMO PLANS
   - A000 – WALL TYPES
   - A101 – FLOOR PLAN, REFLECTED CEILING PLAN, INTERIOR ELEVATIONS AND SCHEDULES
   - E1.1 – FLOOR PLANS- ELECTRICAL
   - E1.2 – LEGEND, SPECIFICATIONS, DETAILS
   - M1.1 – FLOOR PLAN - HVAC

3. **West Valley Middle School, 9118 George Williams, Knoxville, TN, 37922**
   - G000 – COVER
   - G199 – LEGENDS & ABBREVIATIONS
   - D101 – TYPICAL DEMO PLAN
   - A000 – WALL TYPES
   - A101 – PLANS
   - E101 – FLOOR PLANS - ELECTRICAL

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 00 01 15

EXHIBIT B

SECTION 00 01 10 – TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 00	COVER
00 01 07	SEALS PAGE
00 01 10	TABLE OF CONTENTS
00 01 15	LIST OF DRAWINGS
00 11 13	ADVERTISEMENT FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 41 13	BID FORM
00 41 14	BID ENVELOPE
00 41 15	BID ENVELOPE COVER
00 43 00	BID BOND
00 52 00	AGREEMENT FORM
00 55 00	NOTICE TO PROCEED
00 61 13	PERFORMANCE AND PAYMENT BOND FORM
00 72 13	GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY CONDITIONS
00 74 14	KNOX COUNTY RIGHTS AND REMEDIES

DIVISION 01 – GENERAL REQUIREMENTS

01 10 00	SUMMARY
01 21 00	ALLOWANCES
01 25 00	SUBSTITUTION PROCEDURES
01 25 33	SUBSTITUTION REQUEST FORM
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 26 10	WEATHER DELAYS
01 26 20	WEATHER DELAY REPORT
01 29 00	PAYMENT PROCEDURES
01 29 73	SCHEDULE OF VALUES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 41 00	REGULATORY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 60 00	PRODUCT REQUIREMENTS
01 73 00	EXECUTION
01 73 29	CUTTING AND PATCHING
01 74 00	CLEANING
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 78 39	PROJECT RECORD DOCUMENTS

DIVISION 02 – EXISTING CONDITIONS

02 41 19	SELECTIVE DEMOLITION

DIVISION 03 – CONCRETE

ON DRAWINGS

DIVISION 04 – MASONRY

ON DRAWINGS

DIVISION 05 – METALS

ON DRAWINGS

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 10 00 ROUGH CARPENTRY

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 21 00 THERMAL INSULATION
07 92 00 JOINT SEALANTS

DIVISION 08 – OPENINGS

08 56 53 SECURITY WINDOWS

DIVISION 09 – FINISHES

09 22 16 NON-STRUCTURAL METAL FRAMING
09 29 00 GYPSUM BOARD
09 51 13 ACOUSTICAL PANEL CEILINGS
09 65 13 RESILIENT BASE AND ACCESSORIES
09 65 19 RESILIENT TILE FLOORING
09 68 13 TILE CARPETING
09 84 33 SOUND-ABSORBING WALL UNITS
09 91 23 INTERIOR PAINTING

DIVISION 10 – SPECIALTIES

10 11 00 VISUAL DISPLAY UNITS

DIVISION 11 – EQUIPMENT

NOT USED

DIVISION 12 – FURNISHINGS

NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 – CONVEYING EQUIPMENT

NOT USED

DIVISION 21 – FIRE SUPPRESSION

ON DRAWINGS, IF APPLICABLE

DIVISION 22 – PLUMBING

ON DRAWINGS

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

ON DRAWINGS

DIVISION 25 – INTEGRATED AUTOMATION

NOT USED

DIVISION 26 – ELECTRICAL

ON DRAWINGS

DIVISION 27 – COMMUNICATIONS

ON DRAWINGS, IF APPLICABLE

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

ON DRAWINGS, IF APPLICABLE

DIVISION 31 – EARTHWORK

NOT USED

DIVISION 32 – EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 – UTILITIES

NOT USED

END OF SECTION 00 01 10

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve the Owner/Contractor Agreement for the Innovative Schools Model Renovations, Phase #04 (Austin East High School, Fulton High School, and West Valley Middle School) construction with Skilled Services Quality Construction, Inc. in the amount of $262,100.00.

Cost to Knox County Schools

$262,100.00

Description and Type of Funding Source

Innovative Schools Model funding (State of TN)

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session

Meeting Date: 04/09/2026

Budget Line-Item Transfer with the School Construction Fund

Submitted By: Terri Coatney

Department: Business & Talent **Division:** Finance

Explanation

Approve Budget Line-Item Transfer with the School Construction Fund in the amount of $8,410,406.00 to reallocate savings from various projects to support the Mechanicsville-Lonsdale-Beaumont Project - *Recommended by Superintendent*

Fiscal Impact

Attachments

Detail

Fiscal Note

FY 2026 School Construction Fund - Budget LIT

	Transfer Budget From					Transfer Budget To					
Date	Amount	Fund 177	Project	Object	Object Description	Amount	Fund 177	Project	Object	Object Description	Justification
03/27/26	700,000	79133400	Modular Classrooms	570650	Temporary Classrooms	8,410,406	79136200	Western Heights Solution (MLB)	570600	Buildings Construction	Transfer from Portables account
03/27/26	645,781	79134811	Adrian Burnett Construction	570600	Buildings Construction						Transfer balance remaining (savings) from new Adrian Burnett construction project
03/27/26	4,000,000	79135755	Sterchi Addition	570600	Buildings Construction						Transfer portion of balance remaining from Sterchi Addition project
03/27/26	440,481	79135889	Academy Addition	570600	Buildings Construction						Transfer balance remaining (savings) from HVA Classroom Addition project
03/27/26	2,624,144	79136600	South Knox Solution	570600	Buildings Construction						Transfer savings from South Knox land costs
	$8,410,406					**$ 8,410,406**					

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

Kristi Kristy

Kristi Kristy, Chair

Date: 4-9-2026

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-189

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 4/1/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Request approval of a line-item budget transfer (budget neutral) within the School Construction Fund. This transfer is to reallocate savings from various projects to support the Mechanicsville-Lonsdale-Beaumont project in Western Heights.

Cost to Knox County Schools

$0

Description and Type of Funding Source

School Construction Fund

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Board of Education Regular Session **9. B.**

Meeting Date: 04/09/2026

School Turnaround Program School Improvement Plan for Northwest Middle School

Submitted By: Terri Coatney

Department: Academics

Explanation

Approve School Turnaround Program School Improvement Plan for Northwest Middle School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Improvement Plan

Fiscal Note



Northwest Middle School

Knox County Schools

SY 2026-2029
School Improvement Plan

March 13, 2026

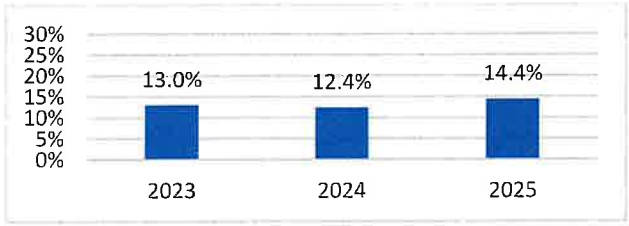
Executive Summary

Northwest Middle School participated in the state required Comprehensive Needs Assessment, root cause analysis and school improvement planning in partnership with Catapult Learning. The summary below highlights the key findings that informed the creation of the School Improvement Plan for the 2026-2029 school years, as detailed in this report.

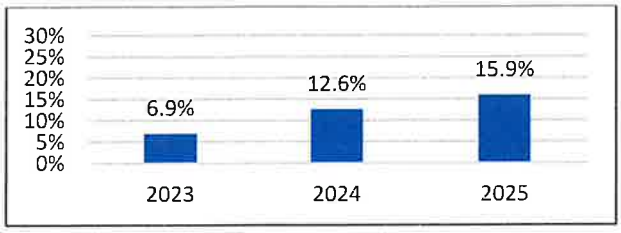
School Profile

Northwest Middle School (NWMS), located at 5301 Pleasant Ridge Road in Knoxville, Tennessee, is a Knox County Schools middle school. Serving students in grades 6 through 8, the school is committed to fostering a nurturing environment that emphasizes compassion, critical thinking, and motivation among its students. NWMS has an enrollment of approximately 786 students, is designated for Comprehensive School Improvement, and is a Title 1 school. The school's most recent report card granted them a C, supported by Level 3 growth, Level 5 growth for Els and Level 4 growth for Students with Disabilities. Over the last three years, student achievement in ELA has grown slightly: from 13% in 2023 to 14.4% in 2025. Math proficiency has increased from 6.9% in 2023 to 15.9% proficient in 2025.

Northwest Middle School 2023-2025 TCAP – ELA
All Grades



Northwest Middle School 2023-2025 TCAP – Math
All Grades



A hallmark of NWMS is its designation as the only AVID (Advancement via Individual Determination) National Demonstration School in Tennessee. This recognition underscores the school's dedication to preparing students for college and career readiness through rigorous academic programs and high expectations. The school prominently displays their mission and goals in the school environment and in their school documents.

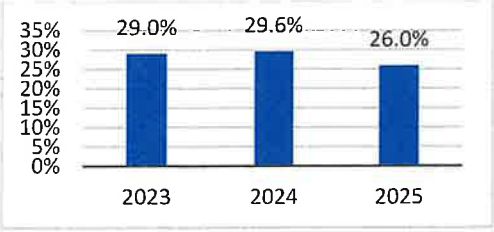
The school is led by a seasoned leader and six assistant principals dedicated to grade level leadership whose energy, vision, and unwavering commitment to improvement have already begun to shape the trajectory of the school. The leadership's ability to lead with both strategy and heart ensures that performance, instructional excellence, and student success remain at the forefront of all decisions. Leadership roles and responsibilities are clearly defined. The school has a leadership team consisting of school leaders, department chairs, a counselor, a restorative practices team leader, a Teaching Assistant, an instructional coach, and one teacher per grade level.

The team has made significant progress in improving the culture and climate of the school in recent years.

Behavioral expectations are visible in hallways and common spaces. In recent year, the leadership team was tracking discipline with data support from the district, and more recently hired an additional counselor and school support staff to assist with establishing restorative practices and to monitor attendance to support students and caregivers. Behavioral incidents improved with this additional support. Addressing chronic absenteeism has also been a priority. The 2025 data is demonstrating the impact of the school's efforts in supporting this area as chronic absenteeism is currently at 26%.

Northwest Middle School 2023-2025

Chronic Absenteeism



NWMS offers a comprehensive KCS curriculum, along with unique enrichment and related arts courses such as Yearbook, Guitar, Photography, and Broadcasting. These programs provide students with opportunities to explore their interests and develop new skills beyond traditional academic subjects and support the scheduled Intervention Model incorporated into the master schedule.

NWMS implements a structured, data-informed, and relationship-centered approach to supporting at-risk students academically, behaviorally, and socially. Approximately 35–40% of students receive some type of support, 20% (171/870) have IEPs, and 28.2% have ILPs, with notable overlap between SPED and ILP populations. Leadership roles are clearly defined for special education and restorative practices. The school uses a tiered MTSS framework, including Tier 2 and 3 reading interventions (Sopris and Wilson were mentioned), district-developed math interventions, self-contained Tier 4 supports, tutoring, and restorative practices. Observations of self-contained classrooms highlighted structured environments, life-skills instruction, token systems, and social skills programming. Observations in inclusive classrooms highlighted co-teaching teams sharing responsibility for all students, however, varied models of co-teaching were not evident.

Leadership's goal is to be in classrooms weekly, providing feedback aligned to the IPGs. Feedback is provided in a google form with the goal of increasing face to face coaching conversations to drive effective instructional practices. Leadership observations have focused on what the teacher is doing; the team is ready to shift attention to what the students are doing as they engage in the content and work towards mastering the learning objective of each lesson.

Students described their school as kind, caring, and awesome. Teachers start class with questions intended to help them get to know their students better. Most students felt there were adults they could trust at school, though some said they didn't want to bother teachers with concerns about bullying. Some students found the schedule a bit confusing but appreciated the "orange and blue days" as helpful. Many students said it's easy to learn because there are people to talk to, and they feel comfortable approaching their teachers. One student shared, "Teachers talk to you one-on-one and say, 'You can do it!'" However, some students noted that their comfort in asking questions depends on the teacher. Overall, the CSA team agreed that students are respectful and follow directions during class instruction.

Parents shared they feel the staff genuinely care about the children. Both parents and students find the school welcoming and appreciate its open-door policy. For example, parents noted, "Someone is always out in the

hallway, at the front entrance," and that students feel safe at school. Parents also appreciate seeing staff attend school events and extracurricular activities to support students. Communication with families is particularly strong within the 6th grade team, utilizing positive phone calls, student celebrations, and encouraging notes. Parents also noted that communication about key academic standards was more consistent before the December break. Some parents would like clearer alignment between student grades and standardized assessment results, as well as additional support for English Learner (EL) students.

Teachers are proud that their school brings together students from nine different elementary schools and still manages to create a strong sense of family among everyone. They also feel that school leadership truly listens to their concerns, cares deeply about the school, and keeps the focus on attendance and academic achievement. Teachers embrace the systems put in place to support students with attendance challenges. Teachers would like to see a parent night at the beginning of the year to help families understand the different educational platforms and learn ways to support their children at home. They also expressed a need for pacing calendars to be better aligned with the school schedule, as they need to make coverage adjustments. Support staff involved with the Intervention block shared concerns about improving structures to better meet the needs of all students. Teachers find their PLCs to be a valuable use of their time to collaboratively look at data and create common assessments on a bi-weekly basis. PLCs are attended by school leaders.

The staff at NWMS are well suited for their roles and are genuinely enthusiastic about the progress they have made in improving the culture of the school. They are eager to continue growing together as a team and are excited about the impact their ongoing development will have on students' futures.

Vision and Mission of Knox County Schools

At Knox County Schools, the mission is to prepare every student for life after graduation. The district's goal is to ensure all students leave our schools ready to succeed in the future of their choosing—whether that means enrolling in a postsecondary institution, enlisting in the military, or entering a high-wage, high-demand career. Knox County's important work is aligned to core priorities—Excellence in Foundational Skills, Great Educators in Every School, Career Empowerment and Preparation, and Success for Every Student.

Mission

The mission of Northwest Middle School is to inspire students to be compassionate individuals, critical thinkers, and motivated citizens who recognize the value in themselves and others.

Theory of Action

If Northwest Middle School implements the KCS core curriculum through standards-aligned lessons using the KCS instructional framework, emphasizing clearly defined learning targets, incorporating structured English Learner language development practices and explicit, systematic specially designed instruction for students with IEPs, and reinforces these practices through a calibrated observation and feedback system, then instructional clarity will increase, classroom rigor will deepen, subgroup performance will accelerate, and measurable gains in overall student proficiency and subgroup growth will occur within three years.

Recommendations - Priorities as Identified by the School Improvement Committee

To achieve rapid improvement of academic achievement for all learners, school improvement will focus on five priority areas. These priorities align with the recommendations of the Catapult Learning team, the school leadership team, the district and the school improvement committee. School staff were 100% invested in the CSA process, leading to their school improvement plan for SY 26-29. School leaders have engendered a collaborative school culture that supports continued growth through the successful implementation of the school improvement plan detailed below.

Based on the evidence gathered, the following priorities have been identified by the school improvement committee and the Catapult Learning team as the focus areas that will have the greatest impact on student achievement at NWMS. The plan focuses on strategies and initiatives to refine the work of the school, with a focus on implementing the KCS Instructional Framework and Curriculum with fidelity, improving outcomes for all learners, including students with disabilities and English Learners. The plan will focus on strategies and action steps to implement critical initiatives centered around the prioritized themes listed below:

- Achieve Instructional Clarity through Standards-Based Planning, incorporating learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson and achieve instructional coherence and alignment across all classrooms through collaborative planning systems
- Accelerate the Achievement of Students with Disabilities
- Accelerate the Achievement of English Learners
- Strengthen Academic Language and Higher-Order Thinking
- Strengthen support for students related to absenteeism, behavior and restorative practices

Root Cause Analysis

The Catapult team worked with the school improvement committee to conduct a Root Cause Analysis (RCA) to uncover the underlying reasons for ongoing challenges. The prioritized recommendations were developed by first identifying the main challenges, then using root cause analysis to determine the fundamental reasons for these issues. The focus of root cause analysis is to determine the "causes" of the challenge or problem, rather than the "symptoms" of a problem. The recommendations focused on those areas that are within the control or significant influence of the school and district team.

The completed root cause analysis assisted the team in identifying goals, strategies, and action steps in the school improvement plan to address the root causes leading to persistent gaps in performance and areas of inequity.

The following root causes aligned to each priority were identified by the school improvement committee and school leadership:

Priority #1: Strengthening Instructional Clarity, Alignment, and Consistency Through the Implementation of the KCS Instructional Framework
Root Cause Analysis: • Inconsistent implementation of the KCS Instructional Framework stems from uneven teacher understanding and application of its core components, including high-quality instructional materials, measurable learning objectives, academic vocabulary, and evidence-based instructional practices. • Existing support structures (planning time, Professional Learning Communities, and observation-feedback cycles) are not consistently or effectively leveraged to build teacher capacity. • Lack of consistent use of these structures results in unclear expectations and limited reinforcement of aligned instructional practices. • Gaps in both teacher capacity and system-level implementation led to variability in instructional quality and inconsistent student learning experiences across classrooms.
Root Cause Summary Statement: Northwest Middle School currently lacks consistent implementation of the KCS Instructional Framework across classrooms due to variability in teacher understanding and application of high-quality instructional materials, measurable learning objectives, academic vocabulary integration, and evidence-based instructional practices. While structures such as planning time, Professional Learning Communities, and observation-feedback cycles exist, they are not yet consistently leveraged to build teacher capacity, reinforce expectations, or ensure aligned instructional practices across all classrooms, resulting in inconsistent instructional quality and student learning experiences.
Priority #2: Accelerate the Achievement of Students with Disabilities
Root Cause Analysis: • Inconsistent implementation of Specially Designed Instruction (SDI) is driven by variability in teachers' understanding and use of research-based strategies such as scaffolding, differentiation, and explicit instruction. • Lack of consistent, content-wide expectations for SDI results in uneven access to grade-level standards for students with disabilities. • Instructional supports and accommodations are not consistently aligned to individual student needs or integrated into core instruction.

- Collaborative planning between general education and special education teachers is not consistently utilized or effectively structured to ensure instructional alignment.
- Limited coordination and shared ownership between teachers leads to insufficient targeted support within core instruction.
- These gaps in teacher capacity and collaboration contribute to inconsistent implementation of SDI and hinder student achievement and progress toward grade-level proficiency.

Root Cause Summary Statement:

Northwest Middle School has not yet established consistent implementation of Specially Designed Instruction (SDI) across all content areas, resulting in limited access to grade-level standards for students with disabilities. While instructional supports and accommodations may be provided, there is variability in teachers' understanding and application of research-based SDI strategies, including scaffolding, differentiation, and explicit instruction tailored to individual student needs. Additionally, general education and special education teachers have collaborative planning, but are not consistently engaged in collaborative planning or instructional alignment to ensure that students with disabilities receive targeted support within core instruction, leading to gaps in academic achievement and progress toward grade-level proficiency.

Priority #3: Accelerate the Achievement of English Learners

Root Cause Analysis:

- Inconsistent implementation of language development strategies is driven by variability in teachers' ability to integrate language objectives, scaffold instruction, and facilitate structured academic discourse.
- Lack of clear, schoolwide expectations for language development results in uneven access to grade-level content for English Learners.
- English Learner supports are not consistently embedded within core instruction, limiting their effectiveness.
- Teachers do not consistently share responsibility for language development across content areas.
- Collaborative planning structures are not fully leveraged to support alignment and integration of language development practices.
- These gaps in teacher capacity and collective ownership contribute to inconsistent support and lower academic achievement for English Learners.

Root Cause Summary Statement:

Northwest Middle School has not yet established consistent implementation of language development strategies across all content areas, resulting in limited access to grade-level content for English Learners. While supports for English Learners may exist, there is variability in teachers' ability to intentionally integrate language objectives, scaffold instruction, and facilitate structured academic discourse that builds both content knowledge and language proficiency. Additionally, English Learner supports are not consistently embedded within core instruction, and collaborative planning structures have not been fully leveraged to ensure that language development is a shared responsibility across all classrooms, leading to gaps in academic achievement for English Learners.

Priority #4: Strengthening Academic Vocabulary and Higher-Order Thinking

Root Cause Analysis:

- Inconsistent implementation of academic vocabulary instruction and higher-order thinking practices is driven by variability in teachers' understanding and intentional use of academic language routines, structured discourse, and constructed-response strategies.
- Lack of clear, schoolwide expectations for rigorous, standards-aligned instruction results in uneven opportunities for students to engage in higher-order thinking.

- Instructional tasks are not consistently designed to match the cognitive demand of grade-level standards.
- Teachers do not consistently provide opportunities for students to analyze, justify, and apply their thinking through writing and discussion.
- Systems for calibrating expectations for student responses and analyzing student work are underdeveloped or inconsistently implemented.
- Limited alignment and use of these systems reduces clarity around rigor and quality of student work.
- These gaps in instructional design and teacher capacity lead to limited development of academic language and higher-order thinking, resulting in lower performance on written responses and complex assessment tasks.

Root Cause Summary Statement:

Northwest Middle School has not yet established consistent implementation of academic vocabulary instruction and higher-order thinking practices across all content areas, resulting in limited opportunities for students to engage in rigorous, standards-aligned learning tasks. While teachers may incorporate vocabulary and questioning strategies, there is variability in the intentional use of academic language routines, structured discourse, and constructed-response practices that require students to analyze, justify, and apply their thinking.

Additionally, instructional tasks are not consistently designed to reflect the cognitive demand of grade-level standards, and systems for calibrating expectations for student responses and analyzing student work have not been fully developed or consistently implemented. As a result, students have limited opportunities to build academic language proficiency and demonstrate higher-order thinking, leading to gaps in performance on written responses and complex assessment tasks.

Priority #5: Positive School Climate Through Consistent Expectations, Restorative Discipline, and Attendance Support

Root Cause Analysis:

- Inconsistent implementation of behavior, attendance, and climate systems is driven by variability in staff understanding and execution of restorative practices, behavior expectations, and attendance interventions.
- Lack of clearly defined expectations for depth and fidelity results in uneven application across classrooms and settings.
- Staff capacity to effectively facilitate restorative practices and apply interventions is not yet fully developed.
- Systems in place are not consistently leveraged to provide proactive and targeted supports for students, particularly those experiencing chronic absenteeism.
- Limited use of data and monitoring reduces the ability to sustain improvements and respond effectively to student needs.
- Inconsistent and inequitable application of practices across student groups leads to uneven outcomes in behavior, attendance, and school climate.
- These gaps in implementation, capacity, and system use hinder progress toward reducing absenteeism, improving behavior outcomes, and strengthening overall school climate.

Root Cause Summary Statement:

Northwest Middle School has established strong foundational systems to support student behavior, attendance, and school climate, including the use of restorative practices, schoolwide expectations, and

attendance monitoring structures. These efforts have begun to positively impact student engagement and create a more supportive learning environment.

However, these systems are not yet consistently implemented with the depth and fidelity required across all classrooms and settings. There is variability in how restorative practices are facilitated, how behavior expectations are reinforced, and how attendance interventions are applied to support students experiencing chronic absenteeism. Additionally, while structures exist, they are not consistently leveraged to provide proactive, targeted supports or to sustain improvements across all student groups.

As a result, opportunities remain to deepen implementation, strengthen staff capacity, and ensure consistent, equitable application of these practices to further reduce absenteeism, improve behavior outcomes, and enhance overall school climate.

Key Strategies and Initiatives

The plan focuses on the following strategies and action steps to implement:

Priority #1: Strengthen Instructional Clarity, Alignment, and Consistency Through the Implementation of the KCS Instructional Framework

Enhance instructional coherence, clarity, alignment, and consistency by implementing standards-based planning. This will be achieved through structured planning processes, explicit modeling, collaborative planning systems, and the integration of measurable learning objectives that are clearly communicated, directly linked to standards, and consistently referenced throughout each lesson in all classrooms. These practices aim to reduce instructional variability, increase rigor, and ensure that every student receives high-quality, standards-aligned instruction, regardless of teacher assignment. School leaders, teachers, and instructional coaches will utilize the shared KCS instructional framework, aligned observation practices, and targeted coaching cycles to establish clear expectations for lesson structure, student engagement, and formative assessment across the school.

- **S1** Utilize district-developed pacing calendars and district-adopted HQIMs to ground instructional practices in all classrooms.
- **S2** Facilitate high-impact collaborative planning through ensuring the enabling conditions and fundamental elements for PLCs are in place.
- **S3** Deepen the impact of intervention cycles by effectively leveraging student performance data.
- **S4** Ensure assessment-to-reteach turnaround occurs within five instructional days.
- **S5** Effectively leverage MasteryConnect and TNReady items for rigorous assessment support.
- **S6** Revise the current standards-aligned instructional plan template to reinforce the KCS Instructional Framework handbook outlining required lesson components.
- **S7** Train teachers on developing learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson, leveraging gradual release of support.
- **S8** Use KCS IPG observation tool(s) aligned to the KCS Instructional Framework.
- **S9** Provide targeted coaching cycles to teachers demonstrating inconsistent implementation of the KCS Instructional Framework.

Priority #2: Accelerate the Achievement of Students with Disabilities

Accelerate Students with Disabilities achievement through the integration of research-based specially designed instructional (SDI) strategies across all content areas. Teachers in all settings will design instruction that promotes access to grade-level standards while meeting the individual needs of students with disabilities.

- **S 1** Implement the delivery of explicit, systematic instruction to all SWDs by breaking complex skills into manageable steps, modeling thinking processes, providing guided practice, and delivering immediate corrective feedback.
- **S 2** Promote high-leverage collaboration between general and special educators, or special educators and para educators to strengthen SWD achievement by ensuring that SDI promotes access to rigorous and engaging content.

- **S 3** Across the continuum, promote routine progress monitoring and data-driven instruction to ensure all students are responding adequately to SDI.

Priority #3: Accelerate the Achievement of English Learners

Northwest Middle School will accelerate English Learner achievement through the integration of language development strategies across all content areas. Teachers will design instruction that simultaneously develops academic content knowledge and language proficiency through scaffolded instruction, structured discourse, and explicit language objectives.

- **S1** Establish that teachers and staff understand the EL students' needs and the process of language acquisition.
- **S2** Increase opportunities for parent involvement and parent education
- **S3** Implement content and language objectives in 100% of lesson plans.
- **S4** Establish structured academic discourse routines in classrooms.

Priority #4: Strengthening Academic Vocabulary and Higher-Order Thinking

Northwest Middle School will strengthen academic language and higher-order thinking across all content areas through explicit instruction in academic vocabulary, consistent use of reasoning routines, and structured opportunities for students to write and speak using evidence. Teachers will design instruction that moves students from recall to analysis, justification, and application by using cognitively demanding tasks and consistent constructed-response routines.

- **S1** Develop unit-level academic vocabulary lists aligned to essential standards.
- **S2** Maintain interactive word walls aligned to current units in all classrooms.

Priority #5: Decreasing Chronic Absenteeism, Behavior and Implementing Restorative Practices

Northwest Middle School will focus on improving student engagement and school climate by reducing chronic absenteeism, implementing restorative practices, and ensuring consistent schoolwide expectations for behavior and discipline. Through proactive support, relationship-building, and equitable discipline practices, the school will work to increase student attendance, strengthen accountability, and create a safe, respectful learning environment where all students can succeed.

- **S1** Implement a targeted student support strategy to address chronic absenteeism and behavior concerns.
- **S2** The school will establish and consistently implement clear schoolwide expectations to promote a positive, safe, and respectful learning environment.
- **S3** The school will strengthen its restorative practices by providing consistent opportunities for students to repair/ rebuild relationships and develop self-regulation skills. We will continue to utilize the Restorative Learning Center as a supportive, instructional space where students receive guided reflection, restorative conferencing, and targeted skill-building.

New Approach to Education

The Northwest Middle School team has created annual school improvement plans previously, with strategies

focused on improving culture, attendance, and instruction. During this current process, KCS leadership, Catapult Learning, and the Northwest Middle school improvement committee have developed a plan that goes deeper in key areas. The plan for the next three years focuses on increasing the depth of intentional planning for student engagement for all learners with specific strategies for addressing the needs of English Learners (EL) and Students with Disabilities (SWD).

As a means of prioritizing accessibility and inclusivity, teachers will implement principles of Universal Design for Learning in their HQIM Tier 1 resources, which means presenting information in multiple ways, offering flexible methods for students to show what they've learned, and engaging students in active engagement in grappling with content. Differentiated instruction, which adapts the process and products of learning, is implemented with integrity, ensuring that each student's unique needs are met. This creates a more supportive and responsive classroom environment that benefits advanced learners as well as those who may need additional help. Focusing on inclusivity helps foster greater empathy, respect, and collaboration among students, strengthening the classroom and school culture. Clear, scaffolded teaching strategies that assist ELs and SWD, such as visual aids, frequent checks for understanding, and explicit step-by-step instructions, will ensure well designed instruction meets their needs. Research consistently shows that schools effectively supporting their most vulnerable learners tend to see academic improvement for all learners, as the systems put in place ensure struggling students receive help early and all students are more likely to be challenged and engaged.

The team will also prioritize vocabulary and language development based upon the belief that this will improve academic achievement. Language is the foundation for thinking, reading, writing, and learning across all subjects. Decades of research across literacy, cognitive science, and education consistently support this.

Finally, efforts to improve communication and relationships with all families, but especially efforts to further engage the families of ELs and SWDs, will lead to stronger partnerships overall and a more inclusive school community. In these ways, a plan focused on EL and SWD success ultimately raises the quality and equity of education for every student.

School Improvement Sustainability Efforts

Sustaining growth and improvement after implementing a school improvement plan requires an ongoing, intentional effort. Successful schools use a combination of systems, culture, and processes to maintain momentum. To build sustainability, the school and district team will invest in the implementation of the strategies and actions detailed in the plan over the next three years. With continued support from the district and collaborative coaching from the Catapult Learning team, including leadership development, instructional guidance, and targeted support for students with disabilities and English learners, we aim to drive progress for all students. We will use a Diagnose > Plan > Do > Check > Act cycle to regularly monitor our plan, allowing us to track progress in real time, celebrate successes, and make timely adjustments as new challenges emerge. Clear and consistent communication will ensure that all stakeholders remain informed, engaged, and committed to the shared success.



Goals and Benchmarks

Once the priorities for the plan were set, goals, objectives, and strategies were developed, along with specific actions included in the school improvement plan. The goals for NWMS were determined by combining the results of the comprehensive needs assessment with the accountability performance targets required by the Tennessee Department of Education.

2026-2029 Goal:

Exit priority status by making significant growth that meets TDOE success rate criteria

- Surpass the 15th percentile for the most recent year's success rate, exceed the 10th percentile for two consecutive years, or achieve a Tennessee Value-Added Assessment System (TVAAS) level of 4 or 5 in both composite literacy and composite numeracy for two consecutive years by the end of SY 26-27
- Surpass the 15th percentile for the most recent year's success rate, exceed the 10th percentile for two consecutive years, achieve a Tennessee Value-Added Assessment System (TVAAS) level of 4 or 5 in both composite literacy and composite numeracy for two consecutive years by the end of SY 27-28
- Surpass the 15th percentile for the most recent year's success rate, exceed the 10th percentile for two consecutive years, achieve a Tennessee Value-Added Assessment System (TVAAS) level of 4 or 5 in both composite literacy and composite numeracy for two consecutive years by the end of SY 28-29

Subgoal 1: Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 14.6% to 21.6% by the end of SY28-29

- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 14.6% to 16.9% by the end of SY26-27
- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 16.9% to 19.3% by the end of SY27-28
- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 19.3% to 21.6% by the end of SY28-29

Subgoal 1a:

- Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 2.7% to 4.7% by the end of SY26-27
- Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 4.7% to 6.7% by the end of SY27-28
- Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 6.7% to 8.7% by the end of SY28-29

Subgoal 1b:

- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 1.6% to 3.6% by the end of SY26-27
- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 3.6% to 5.6% by the end of SY27-28
- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 5.6% to 8.7% by the end of SY28-29

Subgoal 2: Increase the percentage of students who meet or exceed expectations on the Math TCAP from 15.9% to 22.9% by the end of SY28-29

- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 15.9% to

18.2% by the end of SY26-27

- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 18.2% to 20.6% by the end of SY27-28
- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 20.6% to 22.9% by the end of SY28-29

Subgoal 1a:

- Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 4.8% to 6.8% by the end of SY26-27
- Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 6.8% to 8.8% by the end of SY27-28
- Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 8.8% to 10.8% by the end of SY28-29

Subgoal 1b:

- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 2.3% to 4.3% by the end of SY26-27
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 4.3% to 6.3% by the end of SY27-28
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 6.3% to 8.3% by the end of SY28-29

The Process



The Comprehensive School Analysis (CSA) is an evaluation process intended to highlight school strengths and opportunities for growth, identify the root cause of low performance areas, and identify school staff that can be better leveraged for improvement efforts. The needs assessment process was conducted at NWMS during February 2026 and was guided by a research-based framework consisting of Five Strands integral to school improvement. Three dimensions of exploration—the **School Development Rubric**, **Stakeholder Perceptions**, and **Impact/Proxy Measures**—serve to answer **Five Key Questions** aligned with the strands:

- How well is the school set for leading and managing change? (Leadership)
- How good are opportunities for learning and developing learners? (Pedagogy & Curriculum)
- How well does the school use assessment, data, and feedback to promote learning? (Assessment for Learning)
- How well does the school promote and foster environments that support learning and motivation? (Learning Environment)
- How well does the school use its internal and external resources to meet the spectrum of need for all learners? (Student & Family Support)

The comprehensive school analysis process included the entire leadership team: Principal, all Assistant Principals, Instructional Coaches, Lead Teachers, key staff members, caregivers and community members who served as part of the larger CSA Team.

In convening the team to conduct the Root Cause Analysis and School Improvement Planning, the following team members were identified and participated as available: Joann Gardner-Principal, Abbey Atchley-6th grade Principal, Nicole Milsap-6th grade Principal, Jeff Winterberger-7th grade Principal, Ryan Burkhart-7th grade Principal, Alex Walls-8th grade Principal Avery Padgett-8th grade Principal, Michelle Staal-Instructional Coach, Amelia Crotzer-6-8 Writing Lab/Tech Support/Instructional Team Member, Heidi Fortner, 6-8 Behavior Support/Instructional Team Member, Caitlin Hudson-6 Math/Instructional Team Member, Joseph Hicks-8 Social Studies/Instructional Team Member, Jessica LaFollette, 6 ELL/Instructional Team Member, Beth Water-6-8 Career Exploration/Instructional Team Member, Honey Lewis-6 ELA/Social Studies/Instructional Team Member, Tiffany Smelcer-6 School Counselor/Teacher Leadership Team, Pete Buckner-Restorative Liaison/Teacher Leadership Team, Nicole Duke-Science/Science Department Chair/Teacher Leadership Team, Marcy Allen-6 Math/Math Department Chair/Teacher Leadership Team, Justin McConnell-7 Math/Teacher Leadership Team, Connie Cox-6-8 Autism/Teacher Leadership Team, Brooke James-6 Social Studies/Social Studies Department Chair/Teacher Leadership Team, Aly Hinzey-7 ELA/ELA Department Chair/Teacher Leadership Team, Aly Pointer-8 Science, and Marche' Lee-7 Science Team Member, Kari Smith-Parent, Stephanie Johnson-Parent, Brittney King-Parent, Darius Hughes-Community Partner/Emerald Youth, Karri Hobby-Strategic Improvement Specialist Project Management Strategy Division, Nathan Langlois-Regional Director Region 2, Betsy Henderson-Board Chair.

Evidence Base

The findings in this report are based upon evidence gathered in three dimensions:

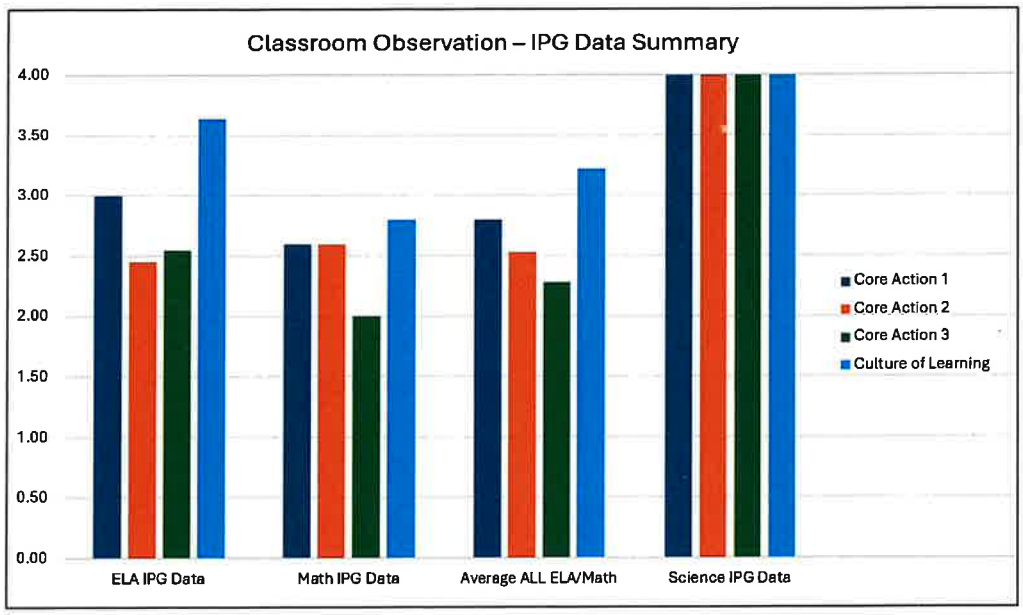
1. **School Development Rubric:** A set of audit activities inform judgments against a rubric of descriptors defined by the "Attributes of an Exemplary School." The rubric consists of 21 attributes covering five strands: *Leadership, Pedagogy & Curriculum, Assessment for Learning and Student, Learning Environment,* and *Student and Family Support Systems*. Based on consideration of the evidence arising from undertaking the audit activities, the CSA team agreed to a judgment for each attribute along a continuum of four levels that describe the school's current functioning: Beginning-Developing-Proficient-Exemplary.
2. **Stakeholder Perceptions:** The views of students, parents, and teachers are solicited through a series of Focus Groups conducted by the CSA Team. The focus groups are structured around a set of questions designed to elicit feedback which is aligned to the five strands and intended to provide evidence that will assist the CSA Team in responding to the Five Key Questions.
3. **Impact/Proxy Measures**: A limited and direct set of data are gathered to quantitatively assess performance in the A*ssessment for Learning, Learning Environment*, and *Student and Family Support Systems* strands. This data is then complemented by a set of teacher observation data gathered during the CSA to inform judgments in the *Pedagogy* and *Curriculum* strand.

Classroom Observations

Activities included twenty-one (21) classroom observations (17 core content and 4 Enrichment) conducted in conjunction with members of the NWMS school leadership team. This approach allows members of the Catapult Learning team and NWMS instructional leaders to calibrate on observed behaviors and IPG scoring.

The observations highlight a range of instructional practices across classrooms. While some teachers provided engaging, well-paced lessons with strong modeling, scaffolding, and active student involvement, there remained a need for greater differentiation and deeper student discourse to ensure all learners were supported and able to demonstrate understanding. Other lessons were well-structured and incorporated routines and real-world connections, but lacked explicit modeling, conceptual clarity, and targeted checks for understanding, which resulted in students being more compliant than truly engaged in achieving desired learning outcomes. Overall, most lessons would benefit from increased scaffolding, deeper questioning, and more intentional support, especially for English learners and students with disabilities.

The IPG data illustrated in the table below indicates ELA instruction shows moderate implementation of the IPG, with a clear strength in Culture of Learning (3.6) indicating positive classroom environments, but more inconsistent performance across Core Actions (scored between 2.4–3.0), suggesting a need to strengthen use of complex texts, text-dependent questions, and evidence-based responses. Math reflects lower overall performance (2.0–2.8), with gaps in Core Action 3, indicating limited opportunities for student discourse, productive struggle, and independent problem-solving aligned to rigor and expectations. Overall, while both subjects demonstrate supportive learning environments, the primary areas for growth are increasing cognitive demand, ensuring students do most of the thinking, and strengthening alignment to standards-based instructional practices. Only one science lesson was observed, and it was an obvious bright spot, scoring 4.0 in each component. As this was an outlier, the data was not incorporated in the overall data summary.



Focus Group Summary

The team conducted three (3) focus groups that included a Teacher Focus Group (twenty-five (25) teachers), a Student Focus Group (thirteen (13) students), and a Parent/Caregiver Group (twelve (12) parents).

Parent-Caregiver Responses:

Parents appreciate regular, open communication and feel their children are cared for and safe at school. However, some are overwhelmed by multiple apps and want more consistent updates about learning. They're concerned about aligning classroom grades with standardized tests, the level of challenge in academics, and support for English Learners. Overall, parents value the welcoming environment and want more clarity about curriculum and standards.

Student Responses:

Students describe the school as friendly and supportive, with trusted adults available. They enjoy celebrating achievements and using tools to track their learning. Some feel rushed in certain subjects and wish classwork better matched state tests. Students appreciate flexible support but want improvements in facilities and more academic and extracurricular options.

Teacher Responses:

Teachers value strong leadership, collaboration, and a focus on the whole child. They use data and teamwork to support students. They recognize some challenges: district pacing guides do not always align with the school's calendar and there is sometimes a disconnect between classroom success and state test performance, in part due to differences in test vocabulary and format. Teachers emphasize individualized support and inclusive culture, though they see a need to better serve diverse learners and adjust curriculum to real-world application.

Years 1-3 Improvement Plan

Northwest Middle School's 3-year School Improvement Plan follows. The plan is organized with color coding: Year 1 is white, Year 2 is blue, Year 3 is green.

Priority #1: Strengthening Instructional Clarity, Alignment, and Consistency Through the Implementation of the KCS Instructional Framework

Northwest Middle School will enhance instructional coherence, clarity, alignment, and consistency by implementing standards-based planning. This will be achieved through structured planning processes, explicit modeling, collaborative planning systems, and the integration of measurable learning objectives that are clearly communicated, directly linked to standards, and consistently referenced throughout each lesson in all classrooms. These practices aim to reduce instructional variability, increase rigor, and ensure that every student receives high-quality, standards-aligned instruction, regardless of their teacher's assignment. School leaders, teachers, and instructional coaches will utilize the shared KCS instructional framework, aligned observation practices, and targeted coaching cycles to establish clear expectations for lesson structure, student engagement, and formative assessment across the school.

Research Foundation: Research demonstrates that schools that implement a shared instructional framework and clear expectations for teaching practices experience greater instructional consistency and improved student learning outcomes. Hattie (2012) identifies clear learning intentions and success criteria as high-impact practices that significantly improve student achievement when teachers consistently communicate lesson objectives and align instruction to those objectives. Marzano (2007) emphasizes that consistent instructional expectations and alignment to standards strengthen instructional clarity and improve student performance. Research on instructional rounds and collaborative professional learning communities further shows that structured observation practices, feedback cycles, and collaborative planning improve teacher practice and reduce instructional variability across classrooms (City, Elmore, Fiarman, & Teitel, 2009; DuFour & DuFour, 2013).

Three-Year Goal: School leaders will ensure that instructional practices are consistently implemented across classrooms, resulting in measurable improvements in student achievement, instructional quality, and teacher effectiveness as evidenced by KCS IPG instructional rounds observation data, lesson plan reviews, Professional Learning Community documentation, and student performance data. School leaders will ensure that 100% of classroom teachers demonstrate strong knowledge and use of standards-based planning and explicit instructional delivery resulting in attainment of the following academic goals:

Subgoal 1: Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 14.6% to 21.6% by the end of SY28-29

- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 14.6% to 16.9% by the end of SY26-27
- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 16.9% to 19.3% by the end of SY27-28
- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 19.3% to 21.6% by the end of SY28-29

Subgoal 2: Increase the percentage of students who meet or exceed expectations on the Math TCAP from 15.9% to 22.9% by the end of SY28-29

- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 15.9% to 18.2% by the end of SY26-27
- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 18.2% to 20.6% by the end of SY27-28
- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 20.6% to 22.9% by the end of SY28-29

Year 1 Goal: The campus team will build upon their existing academic and instructional infrastructure to build job-embedded clarity, to design and implement outcome-driven instructional planning structures, conduct regular targeted classroom observations in measurable coaching cycles that creates continuity across all classrooms, measurable outcomes for teacher performance, and improved academic results for students.

- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 14.6% to 16.9% by the end of SY26-27
- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 15.9% to 18.2% by the end of SY26-27

Year 2 Goal: Following a year of strengthening the academic and instructional infrastructure across all classrooms, the campus team will deepen alignment and mastery of standards-based planning and execution across all classrooms through actionable PD cycles, measured evidence of teaching aligned to strong planning and student outcomes as evidence by student work, improved performance on common assessments, and 85% of all teachers demonstrating improved performance based on KCS IPG instructional rounds data.

- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 16.9% to 19.3% by the end of SY27-28
- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 18.2% to 20.6% by the end of SY27-28

Year 3 Goal: Leveraging a two-year focus on training, development of coaching systems centered around standards-based planning and the development of learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson, the campus will institutionalize planning and instructional delivery systems as measured by 100% of all teachers being categorized as proficient based on KCS IPG campus instructional rounds data.

- Increase the percentage of students who meet or exceed expectations on the ELA TCAP from 19.3% to 21.6% by the end of SY28-29
- Increase the percentage of students who meet or exceed expectations on the Math TCAP from 20.6% to 22.9% by the end of SY28-29

Strategy	Action Steps	Measures of Success	Driver/ Due Date	Funding	Outcome (NS, B, OT, C)
YEAR 1: **S1** Utilize district-developed pacing calendars and district-adopted HQIM to ground instructional practices in all classrooms.	**Milestone:** Establish instructional clarity across classrooms. **Quarter 1 (Days 1-45)** **A 1.1** School leaders will conduct curriculum integrity checks to ensure that teachers are well versed in the implementation of the KCS pacing calendars, district–adopted instructional materials, and campus assessment practices and expectations. School leaders/instructional coaches will engage in calibration through IPG walks with district content and/or regional leadership. **A 1.2** Instructional Coaches/Team and department leaders will support teachers in understanding how to backwards map against district pacing calendars and approved instructional materials and resources to ensure sufficient instructional time for student mastery of grade-level standards. PLCs will use content-specific unit internalization tools provided by KCS as appropriate. **Quarter 2 (Days 46 – 90)** **A 1.3** School leaders will use Core Action 1 of the KCS IPG to focus learning walks on integrity with curriculum materials. **Quarter 3 (Days 91-135)** **A 1.4** Instructional Coaches/Team will support teachers in planning effectively using district-created pacing calendars and materials internalization to ensure sufficient	• Curriculum pacing documentation as evidenced in the classroom observation cycle. • PLC Meeting (Training, Resources, Agendas) • Lesson Plan Reviews • Evidence of feedback sessions with teachers and clear and measurable next steps and evidence of follow-up. • Lesson Plans artifacts • PLC Agendas	**A 1.1 –A 1.4** Admin Team Leadership Team District CL Team **Due Date:** April 2027	0	

	instructional time for mastery of priority standards. **PLC Connection:** KCS or Catapult: PLCs will unpack priority standards against district pacing guides based on lesson plan reviews and team discussions.				
S2 Facilitate high-impact collaborative planning through ensuring the enabling conditions and fundamental elements for PLCs are in place.	**Milestone: Collaborative** planning has a consist structure with evidence in the PLC agendas/minutes and transfers to instruction to impact learning. **Quarter 1 (Days 1-45) A 2.1** Professional Learning Community Teams will broaden and deepen PLC practices through actionable meeting agendas focused on standards analysis and lesson internalization, using the KCS Power Questions to guide discussion. **Quarter 2 (Days 46-90)** **A 2.2** School leaders will monitor PLC meetings to ensure discussions focus on instructional planning and student learning outcomes. School leaders will employ the KCS PLC Health Check, PLC Leader Look-Fors, and KCS Principal's Playbook when monitoring. **Professional Development:** KCS or Catapult: *High-Impact Collaborative Planning Practices*	• PLC Meeting Agendas & Action Step Document • Leaders will analyze and act on regularly collected walkthrough data demonstrating teachers' ability to plan based on connections between standards, instruction, and assessment as documented in leadership calibration sessions.	**A 2.1 – A 2.2** Admin Team Leadership Team CL Team **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027	0	
S3 Deepen the impact of intervention cycles by effectively leveraging student performance data.	**Quarter 2 (Days 46-90)** **A 3.1** Professional Learning Community teams will analyze student formative and common assessment results to identify students who require additional instructional/differentiated support aligned to specific learning gaps related to essential Tennessee academic standards. **Quarter 3 (Days 91-135)** **A 3.2** Intervention cycles will include small-group instruction, differentiated instructional supports, scaffolded learning tasks, and additional guided practice opportunities designed to address identified misconceptions and strengthen student mastery of standards. **A 3.3** Intervention cycles will occur on a consistent schedule and will be monitored through follow-up formative assessments and review of student work to determine the effectiveness of instructional support. **A 3.4** Instructional coaches will support teachers in designing and implementing intervention strategies by facilitating collaborative planning sessions, modeling effective instructional practices, and providing feedback aligned to student learning needs.	• Professional Learning Community documentation will demonstrate that intervention plans are developed and implemented based on student performance data. • Student performance data will demonstrate increased rates of student progress toward mastery of essential standards.	**A 3.1 – A 3.4** Admin Team Leadership Team CL Team **Due Date:** April 2027	0	
S4	**Quarter 2 (Days 46-90)**	• Professional Learning	**A 4.1 – A 4.6**	0	

Ensure assessment-to-reteach turnaround occurs within five instructional days	**A 4.1** School leaders and teachers will implement a structured instructional response system that ensures reteaching and targeted instructional interventions occur within five instructional days following the administration of Common Formative Assessments or other standards-aligned assessments in at least 90% of instances. **A 4.2** Following each assessment, Professional Learning Community teams will meet to analyze assessment results, identify patterns of student misunderstanding, and determine specific instructional adjustments required to address learning gaps related to essential Tennessee Academic Standards. **Quarter 3 (Days 91-135)** **A 4.3** Teachers will implement targeted reteaching and acceleration strategies within five instructional days of assessment analysis, including small-group instruction, guided practice activities, scaffolded instructional supports, and differentiated learning tasks designed to address identified misconceptions and strengthen student understanding. **A 4.4** Professional Learning Community teams will document reteaching plans and instructional responses during PLC meetings and will monitor the effectiveness of reteaching efforts through follow-up formative assessments, student work analysis, and classroom observation data. **A 4.5** Instructional coaches will support teachers in implementing remediation and acceleration strategies by modeling instructional practices, facilitating collaborative planning discussions, and providing feedback on the effectiveness of instructional responses. **A.4.6** School leaders will monitor the timeliness and effectiveness of the assessment-to-reteach cycle to ensure that instructional adjustments are consistently implemented, and that student learning gaps are addressed promptly. **Professional Development:** KCS or Catapult: *Reteaching, Remediation & Acceleration*	Community documentation will demonstrate that 50% of reteaching plans are developed following assessment analysis and implemented within five instructional days in at least 90% of instances. • Classroom observation data will demonstrate that 75% of teachers implement targeted reteaching strategies aligned to identified learning gaps for remediation. • Follow-up formative assessments will demonstrate improved student mastery of standards after reteaching instruction. • Student performance data	Admin Team Leadership Team CL Team **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027		
S5 Effectively leverage MasteryConnect, TNReady items, and curriculum materials for rigorous assessment.	**Quarter 1 (Days 1 – 45)** **A 5.1** PLC Teams will continue the assessment development cycle (every two weeks) that includes data analysis and review of common assessments. Teams will leverage KCS pacing guides and school mapped instructional calendars to create common assessments that are found in curriculum, test banks in Mastery Connect, or in Live Binder.	• Professional Learning Community documentation will demonstrate that teachers collaborate and utilize assessment resources when planning for Common Formative Assessments and classroom assessments.	**A 5.1** Admin Team Leadership Team CL Team **Due Date:** April 2027	0	

S6 Revise the current standards-aligned instructional plan template to reinforce the KCS Instructional Framework handbook outlining required lesson components.	**Quarter 1 (Days 1 – 45)** **A 6.1** The leadership team will revise the current instructional plan template to require learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson; identify progress towards mastery; and leverage formative checks for understanding embedded as part of all lessons. **A 6.2** School leaders will co-facilitate with district support to train 100% of teachers on the KCS Instructional Framework and the expected lesson structure for core instruction. **Quarter 2 (Days 46-90)** **A 6.3** Teachers will revise lesson plans to reflect the KCS Instructional Framework components and submit plans using the updated campus template. **A 6.4** Implement a standards-aligned instructional plan internalization process that includes annotating instructional plans, considering the KCS Power Questions: 1.) What is the intent of the lesson? 2) What are the high-leverage teacher moves? and 3) In what ways will students purposefully practice and demonstrate their knowledge? **Quarter 3 (Days 91-135)** **A.6.5** Collect baseline and end-of-year student perception data through focus groups regarding clarity of learning objectives that are measurable, explicitly communicate mastery expectations, are connected to standards, and are referenced throughout each lesson. **A 6.6** School leaders will conduct baseline instructional rounds using the KCS IPG in 100% of classrooms to establish initial implementation data for each model component by end of Quarter 1. **A 6.7** PLC Connection: Professional Learning Community teams will review the model guide, plan a model-aligned lesson, and identify where each component will appear in instruction. Walkthrough protocols will measure transfer of PLC goals and foster teacher reflection, followed by feedback loops, per KCS Cycle of Instructional Improvement.- **Professional Development:** KCS or Catapult*: KCS Instructional Framework: What Excellent Instruction Looks Like*	• Revised lesson plan template • 100% of teachers are oriented to the new template. • Review of observation data, Lesson Plan Review Cycles, PLC Agendas and Minutes • Focus group results demonstrate increasing student understanding of learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. • Observation data will demonstrate implementation of the instructional framework in classrooms.	**A 6.1 – A 6.7** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027	0	
S7 Train teachers on developing learning objectives that are	**Quarter 1 (Days 1-45)** **A 7.1** All teachers will be required to include measurable, explicitly communicated objectives that are connected to standards, leverage their materials, and referenced throughout each lesson. Teachers will identify success criteria and use formative checks	• School leaders will ensure that 85% of classrooms clearly communicate measurable learning	**A 7.1 – A 7.3** Principal Leadership Team CL Team	0	

measurable, explicitly communicated, connected to standards, and referenced throughout each lesson, leveraging gradual release of support.	for understanding. **Quarter 2 (Days 46-90)** **A 7.2** The campus will embed planning debriefs as part of the bi-weekly Professional Learning Community meetings to establish a common language across the campus focused on use of learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. **Quarter 3 (Days 91-135)** **A 7.3** Teachers will implement explicit instructional practices that include teacher modeling, guided practice, and independent application aligned to the learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson in at least 85% of observed lessons, as measured through monthly instructional round observations conducted by school leaders. **Professional Development:** KCS or Catapult: *Making Instructional Purpose Visible Designing Instruction that Aligns Tasks to Learning Objectives That Are Measurable, Explicitly Communicated, Connected to Standards, And Referenced Throughout Each Lesson.* **PLC Connection**: KCS defines PLCs as a recurring cycle of collective learning and shared practice, grounded in student needs and immediate classroom application. PLCs will unpack priority standards and document aligned learning objectives that are measurable, explicitly communicated, connected to standards, clearly identify success criteria, and are referenced throughout each lesson using structured data analysis protocols, inclusion of student work/video, and time for common planning and calibration.	objectives using their HQIMs. • School leaders will monitor campus implementation through weekly walkthrough observations, monthly lesson plan audits, • Professional Learning Community agenda reviews, coaching cycle documentation, and analysis of student performance data. • Leadership Teams will review implementation data during leadership meetings to determine areas requiring additional support or professional learning.	District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027		
S8 Use the KCS IPG observation tool(s) aligned to the KCS Instructional Framework.	**Quarter 1 (Days 1-45)** **A 8.1** School leaders and instructional coaches will reinforce the shared definition of effective instruction and ensure all teachers understand the KCS Instructional Framework, making sense of the subject-area IPGs in practice as they internalize content and deliver instruction. **Quarters 2 & 3 (Days 46-135)** **A 8.2** After initial calibration walks with district content and/or regional leaders, school leaders will conduct baseline instructional rounds using KCS IPG in 100% of classrooms to establish initial implementation data for each model component using two preferred leader routines:	• Training attendance demonstrates 100% staff participation, and baseline walkthrough evidence establishes implementation levels for each component. • Instructional Framework and content-agnostic instructional best practice pages from KCS Instructional Framework evidence in agendas of PDs and PLCs and in feedback • Observation data will	**A 8.1 – A 8.2** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027	0	

	• **Short Feedback Loop Observation**: high-frequency, low-burden 5–10-minute touchpoints aligned to the KCS Instructional Framework • **Instructional Rounds**: structured observations to identify patterns, norm expectations, monitor implementation, and surface best practices/needs **PLC Connection:** Professional Learning Community teams will use the IPGs to plan a model-aligned lesson and identify where each component will appear in instruction. **Professional Development:** KCS or Catapult: *Instructional Framework: What Excellent Instruction Looks Like*	demonstrate implementation of the KCS instructional framework in classrooms.			
S9 Provide targeted coaching cycles to teachers demonstrating inconsistent implementation of the KCS Instructional Framework.	**Quarter 1 (Days 1-45)** **A 9.1** School leaders will conduct monthly instructional rounds using the KCS IPG and KCS Instructional Framework to determine look-fors and will provide written feedback within 48 hours to ensure consistent use of the model lesson structures across classrooms. **Quarter 2 (Days 46-90)** **A 9.2 Instructional coaches** will conduct coaching cycles for teachers whose walkthrough evidence shows inconsistent implementation of any model component. School leaders will facilitate weekly calibration sessions to ensure consistent walkthrough scoring and feedback language. **Quarter 3 (Days 91-135)** **A 9.3** School leaders will facilitate weekly calibration sessions to ensure consistent walkthrough scoring and feedback language **PLC Connection:** Professional Learning Community teams will plan lessons using the model and bring a sample student task to verify alignment to the learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. PLCs will utilize the KCS Student Work Analysis Protocol, which is based on EQuIP, to guide discussion of student work. **Professional Development:** KCS or Catapult: *From Model to Practice: Planning Lessons with Integrity*	• The campus will move from awareness to consistent use of the model lesson structure across classrooms.	**A 9.1 – A 9.3** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027	0	
YEAR 2: **S1**	**Quarter 1 (Days 1-45)** **A 1.1** School leaders and teacher leaders will develop an assessment map for the year, leveraging KCS pacing guides to align administration of benchmarks, URS, curriculum-embedded assessments to keep all teachers on track with the progression of standards	• Documentation from quarterly assessment alignment reviews will demonstrate that all core	**A 1.1 – A 1.5** Admin Team Leadership Team CL Team	0	

Develop an assessment map for the year	and skills across units. Social Studies and Related Arts PLCs—subject areas without HQIM-- will work with school leaders and teacher leaders to determine which high-quality, rigorous assessments will be used in their respective contents. **A 1.2** During quarterly review sessions, Professional Learning Community teams will examine assessment items, scoring rubrics, and student work samples to determine whether assessments accurately measure the knowledge and skills required by the targeted standards. PLCs will utilize the KCS Student Work Analysis Protocol, which is based on EQuIP, to guide discussion of student work. **Quarter 2 (Days 46-90)** **A. 1.3** Instructional leaders will evaluate whether the daily formative assessment tasks observed during IPG walks reflect appropriate levels of cognitive rigor and require students to demonstrate conceptual understanding, reasoning, and application of knowledge aligned to grade-level expectations. Professional Learning Community teams will strengthen formative assessment questions and tasks that do not adequately measure student mastery of the intended standards and will ensure that assessments include a variety of question types, including constructed response and performance-based tasks where appropriate. **A 1.4 Instructional coaches** will support teachers in strengthening assessment design by modeling strategies for identifying the most high-leverage, complex questions and tasks during lesson and unit internalization; creating planned, standards-aligned sequences of questions to support student thinking; and facilitating collaborative planning sessions focused on ensuring students will be required to demonstrate evidence of mastery at the appropriate depth during lessons. **Quarter 3 (Days 91-135)** **A 1.5** Findings from assessment alignment reviews and instructional rounds will be documented and used to inform adjustments to instructional planning, professional development priorities, and campus assessment practices.	content teams participate in structured assessment alignment reviews. • Revised assessments will demonstrate clear alignment to Tennessee Academic Standards and essential learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. • Professional Learning Community documentation will demonstrate that assessment alignment findings inform adjustments to instructional planning. • Student performance data will demonstrate improved accuracy in measuring student mastery of standards through aligned assessments.	District **Due Date:** April 2028		
S2 Administer at least one Common Formative Assessment per instructional unit aligned to essential standards.	**Quarter 1 (Days 1-45)** **A .2.1** Teachers will collaboratively administer at least one Common Formative Assessment for each instructional unit, leveraging their HQIM resources aligned to identified essential Tennessee academic standards to monitor student progress toward mastery and inform instructional decision making in PLC meetings. **A 2.2** Professional Learning Community teams will meet within 5 days to analyze student performance data from Common Formative Assessments, identify patterns of student	• PLC documentation will demonstrate that Common Formative Assessments are administered for each instructional unit across core content areas. • Professional Learning Community meeting notes	**A 2.1 – A 2.6** Admin Team Leadership Team CL Team **PD** presented by KCS team or Catapult (as	0	

	misunderstanding, and collaboratively develop targeted instructional responses including reteaching strategies, small group instruction, and differentiated learning tasks. **Quarter 2 (Days 46-90)** **A 2.3** Instructional Coaches and school leaders will support teachers in strengthening assessment quality by ensuring that Common Formative Assessments include standards-aligned questions, higher-order thinking tasks, and opportunities for students to demonstrate reasoning and application of knowledge. **A.2.4** Professional Learning Community teams will use the KCS Student Work Analysis Protocol to determine the instructional root causes of student errors, including gaps in conceptual understanding, misalignment between instruction and assessment tasks, or insufficient opportunities for guided practice. **Quarter 3 (Days 91-135)** **A.2.5** Teachers will develop targeted instructional responses based on the analysis of student work, including reteaching lessons, small-group intervention strategies, scaffolded practice opportunities, and adjustments to instructional pacing. **A 2.6** PLC teams will document instructional adjustments through manageable exercises and reflective activities and will monitor the impact of those adjustments on subsequent student learning through follow-up assessments and ongoing analysis of student work. **Professional Development:** *KCS or Catapult: Looking at Student Thinking: Using Student Work Analysis to Improve Instruction*	will show structured analysis of Common Formative Assessment data and documented instructional responses. • Student performance data will demonstrate increasing levels of mastery on essential standards across instructional units.	needed) **Due Date:** April 2028		
S3 Deepen the impact of student achievement through intervention cycles driven by student performance data.	**Quarter 1 (Days 1-45)** **A 3.1** School leaders and teachers will strengthen the campus intervention system by implementing structured intervention cycles driven by analysis of student performance data from Common Formative Assessments and classroom assessments. **A 3.2** Professional Learning Community teams will analyze student assessment results to identify students who require additional instructional support and will design targeted intervention plans aligned to specific learning gaps related to essential Tennessee academic standards. **Quarter 2 (Days 46-90)** **A 3.3** Intervention cycles will include small-group instruction, differentiated instructional supports, scaffolded learning tasks, and additional guided practice	• Professional Learning Community documentation will demonstrate that intervention plans are developed and implemented based on student performance data. • Student performance data will demonstrate increased rates of student progress toward mastery of essential standards.	**A 3.1 – A 3.6** Admin Team Leadership Team CL Team **Due Date:** April 2028	0	

	opportunities designed to address identified misconceptions and strengthen student mastery of standards. **A 3.4** Intervention cycles will occur on a consistent schedule and will be monitored through follow-up formative assessments and review of student work to determine the effectiveness of instructional support. **Quarter 3 (Days 91-135)** **A 3.5** Instructional Coaches will support teachers in designing and implementing intervention strategies by facilitating collaborative planning sessions, modeling effective instructional practices, and providing feedback aligned to student learning needs. **A 3.6** School leaders will ensure that intervention cycles remain aligned to campus instructional priorities, and that instructional adjustments are consistently informed by student performance data.				
S4 Deepening current practice of documented reteaching plans aligned to assessment results.	**Quarter 1 (Days 1-45)** **A 4.1** School leaders will revise and standardize the campus process for developing documented reteaching plans aligned to student performance data from Common Formative Assessments to ensure that instructional responses are systematic, targeted, and aligned to identified learning gaps. **A 4.2** Following each Common Formative Assessment and structured student work analysis session, Professional Learning Community teams will develop written reteaching plans that identify specific learning gaps, targeted instructional strategies, exercises and reflective activities and timelines for reteaching and reassessment. **Quarter 2 (Days 46-90)** **A 4.3** Teachers will implement reteaching plans using targeted instructional strategies such as small-group instruction, guided practice, scaffolded learning tasks, and differentiated instructional supports designed to address the specific misconceptions identified during student work analysis. **A 4.4** Instructional Coaches will support teachers in designing and implementing reteaching strategies by modeling effective instructional practices, facilitating collaborative planning sessions, and providing feedback aligned to the effectiveness of reteaching efforts. **A 4.5** Professional Learning Community teams will monitor the effectiveness of reteaching plans by administering follow-up formative assessments and reviewing	• Professional Learning Community documentation will demonstrate that reteaching plans are developed and implemented following each Common Formative Assessment. • Classroom observation data will demonstrate that teachers implement targeted reteaching strategies aligned to identified learning gaps. • Follow-up formative assessments will demonstrate increased student mastery of essential standards after reteaching instruction. • Student work samples will demonstrate improvement in previously identified areas of misunderstanding.	**A 4.1 – A 4.6** Admin Team Leadership Team CL Team **Due Date:** April 2028	0	

	additional student work samples to determine whether students have achieved mastery of the targeted standards. **Quarter 3 (Days 91-135)** **A 4.6** Teachers will revise future instructional planning based on the outcomes of reteaching efforts to ensure that instructional practices continuously improve in response to student learning data.				
S5 Monitor instructional alignment between learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson, tasks, and assessments through a cycle of lesson plan reviews and observations.	**Quarter 1 (Days 1-45)** **A.5.1** School leaders will conduct regular lesson plan reviews and structured classroom observations to ensure alignment between learning objectives that are measurable, explicitly communicated, connected to standards, progress towards mastery, and are referenced throughout each lesson. **A 5.2** Instructional leaders will review teacher lesson plans weekly to verify that measurable learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson and are clearly aligned to Tennessee academic standards, and that instructional tasks and assessments require students to demonstrate mastery of those targets. **Quarter 2 (Days 46-90)** **A 5.3** During classroom observations, school leaders/coaches will monitor whether instructional activities, questioning strategies, and assessment tasks are intentionally aligned to the stated learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson and whether students are actively engaging in learning experiences that reflect the cognitive demand of the targeted standards. **A 5.4** Instructional leaders will provide written feedback to teachers within forty-eight hours of observations, identifying strengths in instructional alignment and specific action steps teachers can implement to strengthen connections between learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson, instructional tasks, and assessments. **Quarter 3 (Days 91-135)** **A 5.5** Professional Learning Community Teams will review lesson plan feedback and observation data during PLC meetings to refine lesson design and ensure greater instructional coherence across classrooms and grade levels. **A 5.6 Instructional coaches/leaders** will support teachers through targeted coaching	• Lesson plan reviews will demonstrate that at least 90% of lesson plans include clearly aligned learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. • Classroom observation data will demonstrate that instructional tasks and assessment activities consistently reflect the stated learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. • Professional Learning Community documentation will demonstrate that lesson alignment feedback is reviewed and addressed collaboratively during PLC meetings. • Student work samples and assessment results will demonstrate increased mastery of targeted standards following improved instructional alignment.	**A 5.1 – A 5.6** Admin Team Leadership Team CL Team **Due Date:** April 2028	0	

	cycles focused on improving lesson alignment, modeling strategies for designing instructional/performance tasks and assessments that directly measure the intended learning outcomes				
YEAR 3: **S1** Continue instructional rounds using KCS IPG at least quarterly to analyze campus-wide instructional trends.	**Quarter 1 (Days 1-45)** **A 1.1** School leaders will continue at least quarterly instructional rounds using KCS IPG across the campus to systematically observe classroom instruction, analyze patterns in instructional practice, and identify trends related to standards-based planning, explicit instruction, and student engagement. **A 1.2** During instructional rounds, teams composed of school leaders, instructional coaches, and teacher leaders will visit classrooms using a calibrated observation protocol aligned to the KCS Instructional Framework to collect evidence related to learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. clarity, instructional alignment, questioning strategies, student engagement, and formative assessment practices. **Quarter 2 (Days 46-90)** **A 1.3** Following classroom observations, instructional rounds teams will participate in structured debrief sessions where they analyze observation evidence, identify campus-wide patterns of instructional strengths and areas for growth, and determine instructional priorities for professional learning and coaching support. **A 1.4** School leaders will use KCS IPG findings from instructional rounds to refine professional development priorities, strengthen instructional coaching cycles, and adjust campus-wide instructional supports to ensure continuous improvement in teaching practices. **Quarter 3 (Days 91-135)** **A 1.5** KCS IPG findings will be shared with faculty through structured feedback sessions designed to build collective understanding of effective instructional practices and reinforce expectations for high-quality teaching aligned to Tennessee Academic Standards and district priorities for instructional delivery. **Professional Development:** KCS or Catapult: *Seeing Instruction Clearly: Using Instructional Rounds to Improve Teaching and Learning*	• Instructional rounds documentation will demonstrate that quarterly instructional rounds are conducted with participation from school leaders, instructional coaches, and teacher leaders. • Observation data from instructional rounds will demonstrate increased consistency in instructional practices aligned to the KCS instructional framework. • Professional Learning Community documentation will demonstrate that instructional round findings inform collaborative planning and instructional adjustments. • Classroom observation data will demonstrate improved implementation of high-quality instructional practices across classrooms.	**A 1.1 – A 1.5** Admin Team Leadership Team CL Team **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2029	0	
S 2 Provide each teacher with at least four documented	**Quarter 1 (Days 1-45)** **A 2.1** School leaders will implement a structured observation and feedback system in which each teacher participates in a minimum of four documented observation–feedback cycles annually to strengthen instructional effectiveness and ensure consistent	• School leadership documentation will demonstrate that 100% of teachers participate in at least	**A 2.1 – A 2.6** Admin Team Leadership Team	0	

observation-feedback cycles annually.	implementation of the KCS Instructional Framework. **A 2.2** Each observation cycle will include a classroom observation focused on instructional practices aligned to the KCS Instructional Framework, written feedback provided within forty-eight hours, and an opportunity for the teacher to reflect on instructional strengths and areas for growth. **A 2.3** School leaders and instructional coaches will use the KCS IPG Core Action 1 Tool to collect evidence related to learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. clarity, explicit instructional practices, questioning strategies, student engagement, and alignment between instructional tasks and assessments. **Quarter 2 (Days 46-90)** **A 2.4** Following each observation, teachers will receive specific, actionable feedback that includes clear next steps designed to strengthen instructional practices and improve student learning outcomes. **A 2.5** Instructional coaches will support teachers in implementing feedback through targeted coaching cycles that include modeling instructional strategies, co-planning lessons, and observing the implementation of instructional adjustments. **A 2.6** Leadership Teams will analyze observation and feedback data to identify patterns in instructional practice across classrooms and determine professional learning priorities that address common instructional needs.	four documented observation–feedback cycles during the academic year. • Observation logs and feedback records will demonstrate that written instructional feedback is provided to teachers within forty-eight hours of classroom observations in at least 100% of instances. • IPG observation data will demonstrate increased consistency in the implementation of standards-based instructional practices aligned to the KCS Instructional Framework as defined by data from the walkthrough tools and improved classroom performance of teachers. • Instructional coaching documentation and teacher reflection artifacts will demonstrate that teachers implement instructional adjustments based on observation feedback. • Walkthrough observation trends will demonstrate increased alignment between learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson. instructional tasks, and assessment practices across	**Due Date:** April 2029		

		classrooms. • Student engagement indicators observed during classroom instructional rounds demonstrate increased use of explicit instructional strategies, questioning techniques, and formative assessment practices. • Teacher performance ratings aligned to the campus instructional rubric will demonstrate improvement in instructional effectiveness across the academic year.			

Priority #2: Accelerate the Achievement of Students with Disabilities

Accelerate Students with Disabilities achievement through the integration of research-based specially designed instructional (SDI) strategies across all content areas. Teachers in all settings will design instruction that promotes access to grade-level standards while meeting the individual needs of students with disabilities.

Research Foundation

Strong leadership for special education centers on equity, data-driven instructional decisions, and inclusive practices that ensure all student groups, including those with disabilities, make academic progress. The Council for Exceptional Children (CEC) and the Collaboration for Effective Educator Development, Accountability, and Reform (CEEDAR) Center identify 22 "High-Leverage Practices." HLPs address many aspects related to the delivery of special education-collaboration, assessment, social-emotional behavioral support, and instruction.

Additionally, the National Center for Intensive Intervention (NCII) identified Four Categories of Practice essential in planning and implementing effective instructional practices to support students with unique learning needs. These practices have a great impact on student outcomes and include the following:

1. Changing intervention dosage or time by increasing the quantity of instruction.
2. Changing the learning environment to promote attention and engagement.
3. Combining cognitive processing strategies with academic learning.
4. Modifying delivery of instruction through prioritizing skills to be taught based on instructional match AND providing systematic and explicit instruction.

The KCS Instructional Practice Guide for Special Education further emphasizes nurturing classroom culture, designing accessible materials, and systematically supporting student needs with tools like models and visual supports. These approaches—backed by research—aim to create schools where leadership actions translate into equitable, measurable growth for students with disabilities.

Three-Year Goal

- Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 2.7% to 8.7% by the end of SY28-29
- Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 4.8% to 10.8% by the end of SY28-29

Year 1 Goal:

- Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 2.7% to 4.7% by the end of SY26-27
- Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 4.8% to 6.8% by the end of SY26-27

Year 2 Goal:

- Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 4.7% to 6.7% by the end of SY27-28
- Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 6.8% to 8.8% by the end of SY27-28

Year 3 Goal:

- Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 6.7% to 8.7% by the end of SY28-29
- Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 8.8% to10.9% by the end of SY29-29

Strategy	Action Steps	Measures of Success	Driver / Due Date	Funding	Outcome (NS, B, OT, C)

YEAR 1: **S1** Implement the delivery of explicit, systematic instruction to all SWDs by breaking complex skills into manageable steps, modeling thinking processes, providing guided practice, and delivering immediate corrective feedback.	**Milestone:** School leaders and teachers will collaboratively design and deliver instruction that consistently integrates research-based specially designed instruction (SDI) aligned to Individualized Education Programs and grade-level standards, ensuring that students with disabilities access and engage in rigorous, grade-level content across all classrooms. **Quarter 1 (Days 1-45)** **A 1.1** Establish an instructional framework that requires teams of general education and special education teachers to include a clear learning objective, modeled example (think-aloud), structured guided practice, and a documented check for understanding in every SDI lesson. **A 1.2** Leverage the KCS IPGs for Special Education during instructional rounds and coaching cycles in self-contained and co-taught classrooms to support the identification of school-wide "Explicit Instruction Look fors" for ELA and Math that defines observable practices (notably core actions 2 and 3, e.g., modeling with think-alouds, scaffolded questioning, strategies for cueing and prompting). **A 1.3** Provide specific actionable feedback to ensure instruction consistently follows this explicit sequence. **A 1.4** Ensure teachers tasked with the delivery of Wilson Reading and other intensive reading interventions are equipped with adequate preparation and training to deliver the program with fidelity. **Professional Development:** KCS or Catapult*: Specially Designed Instruction in Math; Specially Designed Instruction in Reading* **Professional Development:** KCS: *Wilson Reading Training*	• Conduct monthly instructional plan review using a rubric to verify inclusion of modeled examples, guided practice, and checks for understanding. • 90% of observed SDI lessons using the IPGs for SPED consistently reflect all required components.	**A 1.1 – A 1.4** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027	0	

S2 Promote high-leverage collaboration between general and special educators, or special educators and para educators to strengthen SWD achievement by ensuring that Specially Designed Instruction (SDI) promotes access to rigorous and engaging content.	**Quarter 1 (Days 1-45)** **A 2.1** Continue protected, recurring common planning time for general educators, special educators, and paraeducators to co-design lessons that clearly define roles, planned scaffolds, and targeted SDI supports aligned to grade-level standards. **A 2.2** Develop a shared co-planning template to document how access to rigorous content will be ensured for SWDs in co-taught, self-contained, and inclusive settings. **Quarter 2 (Days 46-90)** **A 2.3** Continue role clarity protocols for paraeducators that define how they support instruction (e.g., prompting, reinforcing strategy use, facilitating guided practice) rather than providing passive proximity support. **A 2.4** Continued structured co-teaching professional development that trains teams on specific models (parallel, station, alternative teaching) and requires intentional selection of a model during weekly planning. **Professional Development:** KCS or Catapult: *Models for co-planning and co-teaching.*	• Conduct monthly instructional plan audits using a rubric to verify inclusion of co-teaching models as appropriate. • Paraeducator roles and responsibilities protocols	**A 2.1 – A 2.4** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027	0	
S3 Across the continuum, promote routine progress monitoring and data-driven instruction to ensure all students are responding adequately to SDI.	**Quarter 1 (Days 1-45)** **A 3.1** Utilize KCS common progress monitoring tools (e.g., CBMs, standards-aligned short-cycle assessments with AIMSWEB) to ensure consistency in how growth is measured across settings. **Quarter 2 (Days 46-90)** **A 3.2** Continue existing system for requiring routine (e.g., biweekly) progress monitoring aligned to IEP goals and grade-level standards, with structured data review meetings to determine whether students are responding adequately to SDI. **A 3.3** Establish decision rules that guide instructional adjustments when students are not making expected progress (Tier 1 Instruction) **A 3.4** Continue data review protocols within PLCs and MTSS meetings where teams analyze trend lines, determine responsiveness to SDI, and document instructional adjustments. **Professional Development:** KCS or Catapult: *Data-Based Individualization, Assessment Practices*	• Audit progress monitoring logs to ensure 95% of students have current data, and trend lines show timely instructional adjustments when growth is insufficient. • Track consistency of tool usage across classrooms • Analyze growth trends at the system level, ensuring that 80% of SWDs are making adequate progress on IEP goals.	**A 3.1 – A 3.4** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027	0	

YEAR 2: **S1** Refine the delivery of explicit, systematic instruction to ensure instruction for all SWDs to ensure instruction is responsive to individual student needs.	**Quarter 1 (Days 1–45)** **A 1.1** Provide targeted professional learning and demonstration classrooms where teachers can observe explicit, systematic instruction implemented effectively in both self-contained and inclusive settings. **A 1.2** Incorporate scaffolds to differentiate daily instruction such as sentence frames, visual aids, chunking strategies, varied complexity, varied levels of prompting; move through stages of high support to strategic prompting to independence. **Quarter 2 (Days 46-90)** **A 1.3** Implement targeted, data-driven, special education-focused coaching cycles with an emphasis on clarity and effectiveness of modeling, quality of guided practice, and use of specific academic feedback.	• Conduct monthly instructional plan review using a rubric to verify inclusion of modeled examples, guided practice, and checks for understanding, as well as standards alignment, scaffolds, and gradual release/fading. • 90% of observed SDI lessons consistently reflect all required components.	**A 1.1 – A 1.3** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2028	**0**	

S2 Strengthen high-leverage collaboration between general and special educators, or special educators and para educators to strengthen SWD achievement by ensuring that teaching teams co-own instructional design and delivery as well as student outcomes.	**Quarter 1 (Days 1–45)** **A 2.1** Create shared accountability measures by including SWD performance data in both general and special educator evaluation conversations and team-based goal setting. **A 2.2** Enhance the co-planning template to foster intentional planning by incorporating the following details: co-teaching model and rationale; anticipated misconceptions and planned responses; embedded checks for understanding and progress monitoring; differentiated scaffolds and supports. **A 2.3** Establish co-planning practices that incorporate shared analysis of student data, identification of target students and specific SDI support, alignment of SDI to core instruction. **Quarter 2 (Days 46-90)** **A 2.4** Provide training and support to paraeducators who can participate in co-teaching roles alongside general and special educators. **A 2.5** Leaders establish monitoring cycles to ensure co-teaching is strategically selected, balances teacher (or para) roles, and incorporates flexible grouping aligned to data and student need. **Professional Development:** KCS or Catapult: *Models for Co-Planning and Co-Teaching.*	• True instructional partnerships are observed in the majority of co-taught classrooms. • Paraeducators are observed functioning as active instructional partners where appropriate.	**A 2.1 – A 2.5** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2028	**0**	
S3 Across the continuum, promote routine progress monitoring that measures small increments of growth and data-driven instruction to ensure all students are responding adequately to SDI.	**Quarter 1 (Days 1-45)** **A 3.1** Assess and refine progress monitoring strategies and tools to ensure they are sensitive to small increments of growth and align directly to IEP goals and grade level standards. **A 3.2** Refine data team practices that focus on analyzing instructional effectiveness based on student performance. **A 3.3** Establish data-based decision-making rules that focus on determining adequate progress, when to make instructional changes, and what types of adjustments need to be made. **Quarter 2 (Days 46-90)** **A 3.4** Establish routines to foster student involvement in data and progress monitoring. **Professional Development:** KCS or Catapult: *Assessment Practices, Data-Based Individualization*	• Students make measured progress on 70% of IEP goals as measured on quarterly progress reporting. • Students are active participants in data conversations and student conferences.	**A 3.1 – A 3.4** Admin Team Leadership Team CL Team District **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2028	**0**	

YEAR 3: **S1** Teachers routinely design and deliver explicit, systematic instruction to ensure instruction for all SWDs to ensure instruction is responsive to individual student needs.	**Quarter 1 (Days 1–45)** **A 1.1** Teachers actively promote the internalization of the instructional routines so that students are active participants in SDI across contexts, demonstrating increasing problem-solving skills and decreasing their reliance on scaffolds. **A 1.2** Teachers across all contexts share a common language around best practices in SDI and demonstrate consistency in the application of high-leverage practices to meet the needs of SWD. **Quarter 2 (Days 46-90)** **A 1.3** Teacher leaders in SDI are identified and play a leading role in addressing SDI for SWDs in PLCs, participating in instructional rounds and walkthroughs as appropriate.	• Monthly instructional plan reviews using a rubric to verify inclusion of modeled examples, guided practice, and checks for understanding, as well as standards alignment, scaffolds, and gradual release/fading indicate 90% of lessons include HLPs. • 90% of observed SDI lessons consistently reflect all required components. • At least 3 SPED teacher leaders are identified and playing an active role in peer observations, instructional rounds, and walk throughs.	**A 1.1 – A 1.3** Admin Team Leadership Team CL Team District **Due Date:** April 2029	**0**	

S2 High-leverage collaboration between general and special educators, or special educators and para educators to strengthen SWD, are embedded and sustained, ensuring that teaching teams co-own instructional design and delivery as well as student outcomes.	**Quarter 1 (Days 1-45)** **A 2.1** General and special educator, or special educators and para educator teams independently analyze data, design co-taught instruction, and monitor impact on student performance, continually refining the design and delivery of SDI in co-taught arrangements. **A 2.2** High-quality Instructional practices are aligned and coherent across all tiers of instruction in the MTSS framework and SDI delivery system so that students experience consistent supports. **Quarter 2 (Days 46-90)** **A 2.3** Build paraeducator expertise pathways to develop instructional skills in ELA, math, and behavior. **A 2.4** Leaders and teacher leaders routinely monitor SDI in all settings to ensure co-teaching is strategically selected, balances teacher (or para) roles, and incorporates flexible grouping aligned to data and student need.	• True instructional partnerships are observed in all co-taught classrooms. • Paraeducators are observed functioning as active instructional partners where appropriate, demonstrating instructional capacity in ELA, math, and behavior as assigned.	**A 2.1 – A 2.4** Admin Team Leadership Team CL Team District **Due Date:** April 2029	**0**	
S3 Across the continuum, establish responsive, student-centered data systems that incorporate routine progress monitoring to ensure all students are responding adequately to SDI.	**Quarter 1 (Days 1-45)** **A 3.1** Instructional teams use data in co-planning sessions and PLCs to look for early warning signs and identify students in need of intensifying support. **A 3.2** PLCs and instructional teams utilize academic and behavior data to meet SWD needs in a holistic manner, assessing and responding to the combined impact on learning. **Quarter 2 (Days 46-90)** **A 3.3** Expand and sustain routines to foster student ownership in goal setting, data and progress monitoring, and personal reflection on learning strategies.	• Students make measured progress on 80% of IEP goals as measured on quarterly progress reporting. • Students are active participants in tracking personal data, data conversations, and student conferences.	**A 3.1 – A 3.3** Admin Team CL Team District **A 3.2** District Data Support **Due Date:** April 2029	**0**	

Priority #3: Accelerate the Achievement of English Learners

Northwest Middle School will accelerate English Learner achievement through the integration of language development strategies across all content areas. Teachers will design instruction that simultaneously develops academic content knowledge and language proficiency through scaffolded instruction, structured discourse, and explicit language objectives.

Research Foundation

Research by Echevarria, Vogt, & Short (SIOP Model), Cummins (2000), and Goldenberg (2013) demonstrates that integrating language objectives into content instruction significantly improves English Learner academic achievement.

Three-Year Goal

Northwest Middle School will increase English Learner proficiency rates through consistent implementation of research-based language development practices to meet the following goals:

- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 1.6% to 3.6% by the end of SY26-27
- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 3.6% to 5.6% by the end of SY27-28
- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 5.6% to 8.7% by the end of SY28-29
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 2.3% to 4.3% by the end of SY26-27
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 4.3% to 6.3% by the end of SY27-28
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 6.3% to 8.3% by the end of SY28-29

Year 1 Goal: KCS ELL Support Team will provide staff with an understanding of EL learners, strategies to support Els, increase parent engagement, ensure consistency in classroom discourse strategies, and provide language objectives in 100% of the teachers' lesson plans through consistent teacher training, coaching, and monitoring systems, increasing student proficiency by:

- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 1.6% to 3.6% by the end of SY26-27
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 2.3% to 4.3% by the end of SY26-27

Year 2 Goal: KCS ELL Support team will ensure that 100% of the new and returning classroom teachers consistently implement Language Objectives in their lesson plans, use a consistent writing strategy across the content areas, and provide the appropriate scaffolds for the students, as measured through lesson plan audits, campus walkthrough data, and calibrated observation evidence, increasing student proficiency by:

- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 3.6% to 5.6% by the end of SY27-28
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 4.3% to 6.3% by the end of SY27-28

Year 3 Goal: KCS ELL Support team will ensure that 100% of the new and returning classroom teachers consistently implement Language Objectives in their lesson plans, incorporate the appropriate scaffolds and writing supports, as measured through lesson plan audits, campus walkthrough data, and calibrated observation evidence, increasing student proficiency by:

- Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 5.6% to 8.7% by the end of SY28-29
- Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 6.3% to 8.3% by the end of SY28-29

Strategy	Action Steps	Measures of Success	Driver/Due Date	Funding	Outcome (NS, B, OT, C)
YEAR 1: **S1**	**Quarter 1 (Days 1–45)** **Milestone:** Ensure that administration and teachers understand the needs of EL students and the process of language acquisition.	• Lesson Plans will include areas of differentiation for	**A 1.1 – A 1.3** Admin Team Instruction	0	

Establish that teachers and staff understand the EL students' needs and the process of language acquisition.	**A 1.1** All staff (Administration, Coaches, Teachers) will attend training that will provide an understanding of the EL students' needs and how they acquire language. This will include understanding the needs of EL students, strategies for students with interrupted formal education, understanding how learning a second language is different than learning a first language, understanding the process of language acquisition and language development, understanding the difference between BICs and CALPs (Social vs. Academic Language), and exploring the stages of language acquisitions and how teacher can support the students progressing through these stages. **A 1.2** During PLCs teachers will have time allotted to discuss the EL students' successes, struggles and needs to provide the Teams with time to share strategies and resources. ***Professional Development***: KCS or Catapult PD: *Understanding the Needs of Els* **Quarter 2 (Days 46 – 90)** **A 1.3** Provide a follow-up mini-professional development to focus on areas of need within the staff to clarify understanding of the EL learners (to be developed based on the action items from Quarter 1)	supporting EL students. • Observations will verify that the EL students are able to participate in the class lesson.	Coaches KCS EL Facilitator EL Dept. Chair **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027		
S2 Increase opportunities for parent involvement and parent education	**Quarter 1 (Days 1–45)** **Milestone:** Increase parental participation in the learning process and help teachers understand the learning structures and platforms used in the classroom to have the ability to support them at home. **A 2.1** Provide monthly parent workshops or sessions to help parents learn about the different learning platforms their child is learning so they can better support them at home. **A 2.2** Have an annual cultural night to provide an opportunity for the school to learn and understand more about the cultures and backgrounds of all of the students. **A 2.3** Provide a survey for the parents annually to determine how the school can better support the parents in learning about how to support their child academically. ***Parent Workshop***: Sessions on School expectations and learning, Virtual platforms for academics and access communication from the school, any sessions that come up through the survey	• An increase in parent participation and evidence in the parent survey results.	**A 2.1** Admin Team Leadership Team Instruction Coaches EL Dept. Chair Social Worker **A 2.2** All Staff Students Social Worker **A.2.3** Admin Team Social Worker **Due Date:** April 2027	Funding for Social Worker and EL dept. Head	
S3	**Quarter 2 (Days 46 – 90)**	• Lesson plan reviews	**A 3.1**	0	

Implement content and language objectives in 100% of lesson plans.	**Milestone:** Lesson plan reviews will be conducted to ensure that all teachers are providing language objectives in their lesson plans and that teachers understand how to integrate language development into content instruction. **A 3.1** Provide staff with professional development to ensure that teachers know and understand how to develop language objectives in speaking, listening, writing, and speaking and align them to the academic standards. **A 3.2** Teachers will incorporate language objectives into lesson plans and use the KCS Instructional Framework's emphasis on standards/objectives as a core lever (paired with explicit communication and reference throughout the lesson). **A 3.3** Work in PLCs to discuss the language objectives for the lesson plans and core objectives. ***Professional Development***: KCS or Catapult Team: *Understanding and Writing Language Objectives & Oral Language Strategies* **Quarter 3 (Days 91–135)** **A 3.4** Provide a follow-up mini-professional development during PLC to focus on areas of need within the staff to clarify understanding of the EL learners (to be developed based on the action items from Quarter 1) ***Professional Development***: KCS or Catapult: *Teaching Academic Content Through Language Development*	to ensure that all teachers are planning for the language objectives. • Observation data will show that students understand the language objectives and are engaged in learning through that objective.	Admin Team Instruction Coaches EL Dept. Chair **A 3.2** All Staff Admin Team Instruction Coaches **A 3.3** All Staff KCS EL Facilitator Admin Team EL Dept Chair **A 3.4** Admin Team Instruction Coaches EL Dept. Chair KCS EL Facilitator **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2027		
S4 Establish structured academic discourse routines in classrooms.	**Quarter 3 (Days 91–135)** **Milestone:** Provide targeted instructional support for English Learners that include strategies for academic discourse using Talk Read Talk Write Strategies, including QSSSA. **A 4.1** Teachers will continue to implement scaffolded instructional supports such as visual aids, sentence frames, and guided practice and add more strategies to their teaching. **A 4.2** Teachers will continue to introduce and reinforce strategies for structured	• Observation data will demonstrate increased student participation in academic discourse. • Observation data will demonstrate scaffolded instructional	**A 4.1 – A 4.3** All Staff Admin Team KCS EL Facilitator Instruction Coaches **PD** presented by	0	

	opportunities for learners to engage in academic discourse. **A 4.3** Professional Learning Community teams will analyze student work to monitor language development through lesson planning, discussing strategies, and looking at student-work samples. ***Professional Development:*** KCS or Catapult PD: *Scaffolding Instruction for Multilingual Learners and revisit Talk Read Talk Write strategies*	supports in classrooms serving English Learners.	KCS team or Catapult (as needed) **Due Date:** April 2027		
YEAR 2: **S1** Establish that teachers and staff understand the EL students' needs and the process of language acquisition.	**Quarter 1 (Days 1–45)** **Milestone:** Ensure that any new administration and teachers understand the needs of EL students and the process of language acquisition. **A 1.1** All new staff (Administration, Coaches, Teachers) will attend training that will provide an understanding of the EL students' needs and how they acquire language. **A 1.2** During PLCs, teachers will continue to have time allotted to discuss the EL students' successes, struggles and needs to provide the Teams with time to share strategies and resources. ***Professional Development*:** KCS or Catapult PD: *Understanding the Needs of Els (*For any new teachers and returning teachers that may need it) **Quarter 2 (Days 46 – 90)** **A 1.3** Provide a follow-up mini-professional development to focus on areas of need within the staff to clarify understanding of the EL learners (to be developed based on the action items from Quarter 1)	• Lesson Plans will include areas of differentiation for supporting EL students. • Observations will verify that the EL students are able to participate in the class lesson.	**A.1.1 – A 1.2** Admin Team Instruction Coaches KCS EL Facilitator EL Dept. Chair **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2028	0	
S2 Conduct quarterly English Learner data reviews and adjust supports accordingly.	**Quarter 1 (Days 1–45)** **Milestone:** Provide all teachers with the EL data from the ELPA and develop a plan to monitor and share the progress of the students with the Core and Related Arts teachers. **A 2.1** The leadership will work with the EL teachers to create a unified way of sharing the ELPA data with the teachers. **A 2.2** EL teachers will meet as a EL PLC bi-monthly to discuss and monitor the EL student Data. **A 2.3** EL teachers will continue to monitor the students' progress and survey the teachers bi-monthly to ensure that the teachers know what adjustments to support may be needed. **Quarter 2 (Days 46-90)**	• The Plan that is created to consistently provide updates on EL students' progress will be used by 80% of the teachers.	**A 2.1 – A 2.4** Admin Team EL Dept. Chair KCS EL Facilitator **Due Date:** April 2028	0	

	Milestone: Refine the plan for monitoring and sharing the EL students' progress with all the Core and Related Arts teachers. **A 2.4** Survey the staff to see the progress of the plan that is in place to determine what is working and what needs to be adjusted.				
S3 Integrate writing-to-learn tasks aligned to language objectives in all core content areas.	**Quarter 1 (Days 1–45)** **Milestone:** Teachers will align writing strategies across curriculums to support consistency in the writing process for Els and all students. **A 3.1** Review with all staff the writing strategies of RACES (Restate, Answer, Cite, Explain, Summarize). Provide anchor charts for the teachers to use within their classes to maintain consistency of the vocabulary of the strategy. **A 3.2** During PLCs the teachers will discuss what parts of RACES will be required for different writing samples. This strategy can be used to help students to know the expectations in their writing and how much is expected for them to write. **A 3.3** Teachers will use the student work protocol to review student samples to find evidence of students using the RACES writing strategy in their work.	• Classroom Walkthrough data will show that teachers have the RACES strategy posted or that it is readily available to all students in every lesson. • Observation data will demonstrate that students are using consistent writing strategies. • Evidence will be observed in student work samples.	**A 3.1 – A 3.3** Admin Team Instructional Coaches ELA Dept Chair EL Dept. Chair **Due Date:** April 2028	0	
S4 Provide scaffolded instruction aligned to language proficiency levels.	**Quarter 2 (Days 46-90)** **Milestone:** Teachers will use the ELPA data and the information from the plan to monitor and share the progress of the students with the Core and Related Arts teachers to incorporate appropriate scaffolds to align to the student's proficiency levels. **A 4.1** Provide teachers with additional refinement training on scaffolds for their EL students based on the ELPA data and monitoring of the students' progress. Based on the needs of the staff, this could be a full session PD or done with mini sessions during PLCs to support teachers in their specific content areas. **A 4.2** Coaching teachers to model scaffolds or to incorporate the scaffolds into the classroom will be provided to any teacher that needs support implementing or removing scaffolds to help the teacher know how to progress the students in their academics. ***Professional Development:*** *(revisit) Scaffolding Instruction for Multilingual Learners (addition will be made to this previous session to address specific scaffold needs based on the student population and needs.)*	• Observation data will demonstrate scaffolded instructional supports in all classrooms serving English Learners. • Assessment of documentation will demonstrate that instructional adjustments are based on student performance data. • Observations and lesson plans	**A 4.1 – A 4.2** Admin Team Instructional Coaches **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2028	0	

		will show that teachers are applying and removing the appropriate scaffolds as needed for the students.			
YEAR 3 : **S1** Facilitate English Learner-focused professional learning sessions led by teacher leaders.	**Quarter 1 (Days 1-45)** **Milestone:** In addition to the district EL PLC, the leadership will provide time for EL teachers to have monthly EL PLC time for the teachers to discuss student needs, build consistency across all EL learning, and discuss supports for teachers. **A 1.1** The leadership team will determine a schedule for incorporating an additional EL PLC into the school's schedule. **A 1.2** During the PLC, EL teachers can look at data, progress monitoring, surveys of teachers of ELs, the process they have for communication needs to the teachers, and consistency in the teaching and support for EL students.	• The Leadership Team has determined the time to provide this PLC and the PLC is occurring.	**A 1.1 – A 1.2** Admin Team EL Dept Chair KCS EL Facilitator **Due Date:** April 2029	0	

Priority #4: Strengthening Academic Vocabulary and Higher-Order Thinking

Northwest Middle School will strengthen academic language and higher-order thinking across all content areas through explicit instruction in academic vocabulary, consistent use of reasoning routines, and structured opportunities for students to write and speak using evidence. Teachers will design instruction that moves students from recall to analysis, justification, and application by using cognitively demanding tasks and consistent constructed-response routines.

Research Foundation

Research by Beck, McKeown, & Kucan on robust vocabulary instruction, Marzano on academic vocabulary development, and Webb's Depth of Knowledge framework supports intentional vocabulary routines and cognitively demanding tasks. Writing-to-learn and evidence-based response routines increase comprehension and reasoning, especially when aligned to grade-level standards and regularly monitored through student work analysis.

Three-Year Goal

School leaders will ensure that students demonstrate measurable gains in academic vocabulary usage and higher-order thinking, resulting in improved performance on constructed-response items, classroom writing tasks, and state assessment measures by the end of Year 3.

Year 1 Goal

Teachers will implement explicit academic vocabulary routines and introduce consistent reasoning and written-response expectations so that at least 80% of classrooms demonstrate routine vocabulary instruction and evidence-based written responses aligned to grade-level standards.

Year 2 Goal

Building on Year 1 routines, teachers will deepen cognitive demand by ensuring tasks require analysis and justification and calibrating scoring of written responses so that at least 75% of classrooms demonstrate higher-order task design aligned to grade-level standards.

Year 3 Goal

Teachers will institutionalize academic language and reasoning systems through performance tasks, writing portfolios, and consistent monitoring routines so that students demonstrate measurable gains in constructed-response proficiency and higher-order thinking outcomes in 100% of classrooms.

Strategy	Action Steps	Measures of Success	Driver/Due Date	Funding	Outcome (NS, B, OT, C)
YEAR 1 : **S1** Develop unit-level academic vocabulary lists aligned to essential standards.	**Quarter 1 (Days 1–45)** **Milestone:** Ensure that all teachers are explicitly and consistently teaching the academic vocabulary that aligns to the district curriculum and the state standards. **A 1.1** Teachers will examine how they are determining academic vocabulary that they are going to explicitly teach and develop a plan to ensure that they are covering the vocabulary needed for the essential standards and/or unit learning. **A 1.2** Teachers will identify and teach Tier II and Tier III vocabulary aligned to instructional units.	• Classroom observations will demonstrate that 80% of classrooms implement structured vocabulary instruction routines by the end of the school year.	**A 1.1 – A 1.4** All Staff Instructional Coaches Admin Team **PD** presented by KCS team or Catapult (as needed)	0	

	A 1.3 Teachers identify the academic vocabulary that they will be teaching during lesson and/or unit planning. **Professional Development:** KCS District or Catapult-*Vocabulary Development for English Learners* or *Developing Academic Vocabulary* **Quarter 2 (46-90)** **Milestone:** Continuation of ensuring that all teachers are explicitly and consistently teaching the academic vocabulary that aligns to the district curriculum and the state standards with more teachers in compliance. **A 1.4** Teachers will use the plan to ensure that they are covering the vocabulary needed for the essential standards. They will discuss the vocabulary in their PLCs to ensure consistency in academic vocabulary development in all classes.	• Lesson plan reviews will provide evidence of teachers' planning for teaching academic language.	**Due Date:** April 2027		
S2 Maintain interactive word walls aligned to current units in all classrooms.	**Quarter 1 (Days 1–45)** **Milestone:** Strengthen student understanding of academic vocabulary across content areas and the use of word walls. **A 2.1** Teachers will implement structured vocabulary routines, including word walls, vocabulary journals, use of curriculum-embedded vocabulary acquisition strategies, and contextual vocabulary practice. **A 2.2** Mini professional developments will be provided during PLCs to discuss strategies for using and interacting with the word walls. **A 2.3** Professional Learning Community teams will analyze student work to determine vocabulary mastery.	• Classroom observations will demonstrate that 80% of classrooms implement structured vocabulary instruction routines.	**A 2.1 – A 2.3** All Staff Instructional Coaches Admin Team **Due Date:** April 2027	Vocabulary journals	
YEAR 2 : **S1** Use performance-based tasks from the KCS adopted curriculum that require students to	**Quarter 1 (Days 1-45)** **Milestone**: Teachers implement performance-based tasks 1 time a quarter. **A 1.1** Leadership and coaches will work with each content area through PLCs to determine what performance tasks are in their adopted academic program and gather samples of tasks to calibrate the implementation of performance-tasks **A 1.2** Professional Development will be provided to ensure that all teachers have the same	• Classroom observations and lesson plans will demonstrate that 80% of classrooms implement performance tasks 1 time a quarter.	**A 1.1 – A 1.3** All Staff Instructional Coaches Admin Team **PD** presented by KCS team or	0	

analyze, synthesize, and justify.	understanding of performance-based tasks and how they would look in their content area. The PD will also present the use of rubrics and best practices as to how to use them before, during, and after an assignment. **A 1.3** PLCs will look at performance tasks and rubrics in the curriculum and discuss ways that they are implemented into instruction to ensure consistency of instruction and evaluation of performance tasks. **Professional Development:** KCS or Catapult: *Transforming Assessments into Authentic Performance*	• Classroom observations, coaching, and PLC times will show that there are consistencies in the execution of performance tasks.	Catapult (as needed) **Due Date:** April 2028		
S2 Review lesson plans to ensure alignment with rigorous performance tasks that have higher levels of cognitive demand	**Quarter 2 (Days 46-90)** **Milestone:** Lesson plans will identify the cognitive demand of aligned activities based on the DOK/Blooms level **A 2.1** Leadership will work to identify a way on the Ranger Lesson Plan template to identify the activity DOK Level **A 2.2** Teachers will discuss during lesson planning in PLCs the activities they are using and the DOK Level indicator, as well as how the students will demonstrate their thinking. **Professional Development:** KCS or Catapult: *Webb's Depth of Knowledge*	• Lesson plan reviews will provide evidence of teachers' planning activities with high levels of cognitive demand. • Observations will show that students are using higher order thinking skills, and it is evident in the lessons. • Evidence of students' higher order thinking will be observed in student work samples.	**A 2.1** Admin Team Instructional Team **A 2.2** Admin Team All Staff Instructional Coaches **PD** presented by KCS team or Catapult (as needed) **Due Date:** April 2028	0	
S3 Conduct rubric calibration sessions using student performance-based tasks	**Quarter 2 (Days 46-90)** **Milestone:** When student work samples are evaluated by multiple teachers using the same rubric, they will produce the same evaluation results. **A 3.1** Administration and teachers will work to ensure that there are agreed upon criteria listed in the rubrics being used for students' work and ensure that the rubric is interpreted the same for all teachers. **A 3.2** Teachers will discuss in PLCs how they would score several work samples. They will use the rubrics to determine how they will evaluate students' work consistently the same way.	• When teachers are evaluating students' work samples, they have the same scoring on the rubric 80% of the time.	**A 3.1 – A 3.2** Admin Team Instructional Team All Staff Instructional Coaches **Due Date:** April 2028	0	

YEAR 3 : **S1** Implement cross-content performance tasks requiring multi-step reasoning.	**Milestone:** Teachers focus on understanding the different levels, designing higher-order questions, and engaging students in complex thinking tasks cross content. **Quarter 1 (Days 1-45)** **A 1.1** Leadership will observe for deepening DOK 3-4, requiring multi-step reasoning in cross-content tasks. **A 1.2** In PLCs, teachers will analyze student work together to evaluate the cognitive demand of tasks and identify ways to increase rigor to ensure multi-step reasoning. **A 1.3** Develop writing portfolios with students to help students track their progress towards writing goals. **A 1.4** In PLCs on a quarterly basis, use rubrics to specifically assess levels of reasoning (quality of argument, evidence, logic) and vocabulary precision (word choice, use of academic language, clarity). **A 1.5** In PLCs on a quarterly basis, monitor student proficiency trends and adjust lesson planning to address student trend data.	• Lesson observations with evidence of deepening DOK levels 3-4 • Student writing portfolios • PLC agenda/minutes • Rubric data results • Proficiency data	**A 1.1 – A 1.5** Admin Team Instructional Team All Staff Instructional Coaches **Due Date:** April 2028	0	

Priority #5: Positive School Climate Through Consistent Expectations, Restorative Discipline, and Attendance Support

Northwest Middle School will focus on improving student engagement and school climate by reducing chronic absenteeism, implementing restorative practices, and ensuring consistent schoolwide expectations for behavior and discipline. Through proactive supports, relationship-building, and equitable discipline practices, the school will work to increase student attendance, strengthen accountability, and create a safe, respectful learning environment where all students can succeed.

Research Foundation

Studies show that reducing absenteeism through proactive supports leads to higher academic achievement, while restorative practices and consistent expectations foster a more positive, respectful, and safe learning environment. Additionally, relationship-building and equitable discipline increase student attendance, engagement, and accountability, ultimately helping all students succeed ([Attendance Works, 2023]; [Gregory et al., 2016]; [Bradshaw et al., 2009]).

Three-Year Goal

NWMS will reduce chronic absenteeism, improve student behavior outcomes, and establish consistent implementation of restorative practices and schoolwide expectations. As a result, students will demonstrate increased attendance, stronger accountability for their actions, and more positive interactions with peers and staff, contributing to a safer, more supportive, and engaging school climate for all by the end of year three.

Year 1 Goal

The school will **reduce chronic absenteeism by 2.3% (26% to 23.7%) and decrease discipline referrals by 5%** by implementing consistent schoolwide expectations, restorative practices, and proactive student support systems

Year 2 Goal

The school will **reduce chronic absenteeism by 2.3% (23.7% to 21.3%) and decrease discipline referrals by 5%.** The school will strengthen and expand the consistent use of restorative practices and the Restorative Learning Center by increasing staff facilitation of restorative conversations and circles, reducing repeat behavior incidents, and improving student relationships and school climate as reflected in discipline data and student focus groups.

Year 3 Goal

The school will **reduce chronic absenteeism by 2.3% (21.3% to 19%) and decrease discipline referrals by 5%.** The school will sustain and refine a schoolwide restorative culture in which restorative practices are embedded in daily classroom management and conflict resolution, resulting in continued reductions in exclusionary discipline and increased student accountability, engagement, and positive school climate.

Strategy	Action Steps	Measures of Success	Driver/Due Date	Funding	Outcome (NS, B, OT, C)
YEAR 1 : **S1** Implement a targeted student support strategy to address chronic absenteeism and behavior concerns.	**Quarter 1 (Days 1–45)** **Milestone:** Ensure a support system is in place for student attendance, engagement and behavior **A 1.1 Identify Students:** The school Social Worker will review attendance and the Behavior Interventionist and admin will review discipline data monthly to identify students who are chronically absent or at risk of disengagement, working with district as needed to pull reports.	• Progress will be measured through attendance records, office discipline referral data, and documented mentor check-ins, with data reviewed quarterly to monitor improvements in student attendance and	**A 1.1 – 1.5** Admin Team Social Worker Related Arts Teachers **A 1.1** District Data team for monthly reports	Social Worker-TAG 6 and SSIG 3	

	A 1.2 Assign Mentors: In collaboration with administration, related arts teachers and student support staff will be paired with identified students to serve as staff mentors. **A. 1.3 Establish Regular Check-Ins:** Mentors will conduct regular check-ins with assigned students (weekly or biweekly) to build relationships, discuss attendance and behavior, and provide encouragement and support. **A. 1.4 Monitor Progress:** The social worker and mentors will monitor student attendance and discipline data and communicate regularly about student progress and needs. **Quarter 2 (46-90)** **A 1.5 Provide Additional Supports:** When needed, the social worker will connect students and families with additional school or community resources to address barriers to attendance and engagement.	engagement.	**Due Date:** April 2027		
S2 The school will establish and consistently implement clear schoolwide expectations to promote a positive, safe, and respectful learning environment.	**Quarter 1 (Days 1–45)** **Milestone:** The school staff will have fully implemented a consistent set of schoolwide expectations, including staff training, student lessons in all settings, and a positive reinforcement system. **A 2.1 Staff Training:** Provide professional learning for staff on schoolwide expectations, PBIS practices, and consistent behavior reinforcement. **A 2.2 Teach Expectations to Students:** Explicitly teach and model schoolwide expectations to students at the beginning of the year and provide booster lessons throughout the year. **A 2.3 PBIS Positive Reinforcement System:** Continue a schoolwide PBIS system where students earn points for demonstrating expected behaviors. **Quarter 2 (46-90)** **A 2.4 School Store:** The school store will be utilized so students can redeem PBIS points for items or privileges. **A 2.5 Schoolwide Incentives:** Provide monthly or quarterly incentives (events, celebrations, or activities) for students who consistently demonstrate schoolwide expectations.	• The school will demonstrate consistent implementation of schoolwide expectations, evidenced by improved student climate focus group results, increased positive behavior acknowledgements, and a measurable decrease in behavior referrals compared to the previous year.	**A 2.1 – A 2.5** Admin Team School Counselors Behavior Interventionist **Due Date:** April 2027	Title 1	
S3 The school will strengthen its restorative practices by	**Quarter 1 (Days 1-45)** **Milestone:** Staff will be trained in restorative practices and consistently utilize restorative strategies and the Restorative Learning Center to address student behavior, as evidenced by documented restorative conferences, student	• The school will show increased use of restorative practices and the Restorative Learning Center,	**A 3.1 – A 3.4** Admin Team School Counselors Behavior	Title 1 TAG 6 and SSIG 3	

providing consistent opportunities for students to repair/ rebuild relationships and develop self-regulation skills. We will continue to utilize the Restorative Learning Center as a supportive, instructional space where students receive guided reflection, restorative conferencing, and targeted skill-building.	reflection activities, and a decrease in discipline. **A 3.1 Staff Training:** Provide ongoing professional development for staff on restorative practices, restorative conversations, and restorative circles to ensure consistent implementation. **A 3.2 Restorative Learning Center Implementation:** Continue utilizing the Restorative Learning Center as a structured space where students reflect on behavior, participate in restorative conversations, and develop self-regulation skills, integrating headphones, novels and poster maker resources in support of the restorative practice. **A 3.3 Student Restorative Practices:** Continue restorative circles and conferences to address conflicts, repair relationships, and strengthen relationships among students and staff. **A 3.4 Skill-Building Support:** Provide targeted support in the Restorative Learning Center focused on reflection, problem-solving, and social-emotional skill development.	demonstrated by a reduction in overall repeat behavior incidents, fewer discipline actions.	Interventionist Restorative Interventionist Restorative Interventionist Assist. District **Due Date:** April 2027		
YEAR 2: **S1** The school will deepen the implementation of restorative practices by expanding the consistent use of restorative circles, conferences, and reflection processes across classrooms and the Restorative Learning Center.	**Quarter 1 (Days 1-45)** **Milestone:** Restorative circles, conferences, and reflection practices will be consistently implemented across classrooms and the Restorative Learning Center, as demonstrated by documented use of restorative strategies, increased staff confidence, and a reduction in repeat behavior incidents. **A 1.1 Strengthen Restorative Learning Center Processes** Expand reflection tools, structured lessons, and skill-building activities in the Restorative Learning Center to better support students in repairing relationships and developing emotional regulation. **A.1.2 Collaborative Problem-Solving with Students** Increase student participation in restorative conferences and follow-up meetings to support ownership of actions and develop problem-solving skills. **A.1.3 Monitor and Analyze Data More Frequently** Review restorative practice data (restorative referrals, conferences held, repeat incidents) in leadership and staff teams monthly to guide adjustments and support needs.	• The school will show an increased and consistent use of restorative circles, conferences, and reflection processes across classrooms and the Restorative Learning Center, evidenced by a decrease in repeat behavior incidents, fewer discipline actions, and improved feedback from student focus groups and staff survey results related to school climate and relationships.	**A 1.1 – A 1.3** Admin Team School Counselors Behavior Interventionist Restorative Interventionist Restorative Interventionist Assist **Due Date:** April 2028	Title 1	
S2 Staff will continue to build capacity through	**Quarter 2 (Days 46-90)** **Milestone:** All staff will have participated in advanced restorative practice training and ongoing collaborative support, resulting in increased confidence	• Staff will demonstrate increased capacity in restorative practices, shown	**A 2.1 – A 2.2** Admin Team School Counselors	Title 1	

advanced training and collaborative support to strengthen relationship-building, conflict resolution, and student accountability.	and consistent use of restorative strategies for relationship-building, conflict resolution, and promoting student accountability. **A 2.1 Advanced Staff Training** Provide deeper-level professional development on restorative circles, mediation techniques, and facilitating difficult conversations to enhance staff confidence and consistency. **A.2.2 Family Engagement in Restorative Practices** Introduce communication and resources for families to understand restorative approaches and participate, when appropriate, in restorative conversations.	by consistent use of restorative language, circles, and conferences across classrooms; improved staff survey results on confidence with restorative approaches; and a reduction in unresolved conflicts and repeat behavior incidents requiring administrative intervention.	Behavior Interventionist Restorative Interventionist Restorative Interventionist Assist. District support **Due Date:** April 2028		
YEAR 3 : **S1** The school will fully embed restorative practices into daily routines, classroom management, and conflict-resolution processes, ensuring they are a foundational part of our school culture.	**Milestone:** *All staff will be trained in restorative practices, and every classroom will implement regular community-building activities and restorative language as part of daily routines. The school will use restorative approaches as the standard response to interpersonal conflict, with implementation evidenced through lesson observations, behavior data, and staff and student feedback indicating that restorative practices are consistently and sustainably embedded across the school.* **A 1.1 Embed Restorative Practices into Daily Routines** Ensure teachers consistently use restorative language, community-building circles, and reflection processes as part of regular classroom management and instruction. **A 1.2 Enhance Restorative Learning Center Integration** Strengthen communication between the Restorative Learning Center and classroom teachers to ensure seamless reintegration plans, progress updates, and follow-up skill-building. **A 1.3 Refine Systems Based on Data** Use multi-year restorative practice data to refine processes, adjust supports, and identify needed interventions to further reduce exclusionary discipline and repeat incidents.	• Restorative practices become a consistent and natural part of daily school operations, demonstrated by high staff implementation rates, sustained reductions in discipline, increased student reports of feeling respected and connected, and data showing that most conflicts are resolved through restorative processes rather than punitive measures.	**A 1.1 – A 1.3** Admin Team School Counselors Behavior Interventionist Restorative Interventionist Restorative Interventionist Assist District support **Due Date:** April 2029	Title 1	
S2 Staff, students, and families will actively participate in restorative approaches, supported by ongoing training, student leadership	**Milestone:** Staff, students, and families will regularly engage in restorative approaches, evidenced by staff participation in ongoing professional learning, student involvement in structured leadership roles related to restorative practices, and increased collaboration with the Restorative Learning Center. Attendance records, parent and staff feedback surveys, and schoolwide behavior data will demonstrate strengthened community participation and a consistent, schoolwide understanding of restorative processes.	• Active participation in restorative practices will increase across staff, students, and families, evidenced by higher rates of restorative circles and conferences, growth in student leadership roles within restorative	**A 2.1 – A 2.3** Admin Team School Counselors Behavior Interventionist Restorative Interventionist Restorative	Title 1	

opportunities, and strong collaboration with the Restorative Learning Center.	**A 2.1 Sustain Ongoing Staff Development** Provide refresher trainings, coaching cycles, and peer observations focused on high-level restorative implementation to maintain strong, consistent practices schoolwide. **A 2.2 Expand Student Leadership in Restorative Work** Implement or deepen student-led initiatives such as peer mediation, student circle keepers, or restorative leadership teams to promote student agency and shared responsibility. **A 2.3 Deepen Family and Community Partnerships** Offer workshops, resources, or family circles to build understanding of restorative approaches and increase family participation in restorative conversations when appropriate.	initiatives, increased family involvement in restorative conversations, and improved survey results reflecting stronger relationships, communication, and trust within the school community.	Interventionist Assist District support **Due Date:** April 2029		

Northwest Middle School
SY 26-27 Quarter 1
90-Day Implementation Plan

The 90-Day Plan serves as a road map that provides clarity to specific priorities and actions that were identified in your Comprehensive Needs Assessment. This plan will help ensure all stakeholders are aligned in their understanding of the implementation plan and appropriate progress toward school improvement initiatives.

Priority #1: Strengthening Instructional Clarity, Alignment, and Consistency Through the Implementation of the KCS Instructional Framework

Northwest Middle School will enhance instructional coherence, clarity, alignment, and consistency by implementing standards-based planning. This will be achieved through structured planning processes, explicit modeling, collaborative planning systems, and the integration of measurable learning objectives that are clearly communicated, directly linked to standards, and consistently referenced throughout each lesson in all classrooms. These practices aim to reduce instructional variability, increase rigor, and ensure that every student receives high-quality, standards-aligned instruction, regardless of educator-level variables. School leaders, teachers, and instructional coaches will utilize the shared KCS Instructional Framework, aligned observation practices, and targeted coaching cycles to establish clear expectations for lesson structure, student engagement, and formative assessment across the school.

Root Cause(s): *(Identified by CNA Final Summary)*

Northwest Middle School currently lacks consistent implementation of the KCS Instructional Framework across classrooms due to variability in teacher understanding and application of high-quality instructional materials, measurable learning objectives, academic vocabulary integration, and evidence-based instructional practices. While structures such as planning time, Professional Learning Communities, and observation-feedback cycles exist, they are not yet consistently leveraged to build teacher capacity, reinforce expectations, or ensure aligned instructional practices across all classrooms, resulting in inconsistent instructional quality and student learning experiences.

Theory of Action Statement: If Northwest Middle School implements the KCS core curricula through standards-aligned lessons using the KCS Instructional Framework, emphasizing clearly defined learning targets, incorporating structured English Learner language development practices and explicit, systematic specially designed instruction for students with IEPs, and reinforces these practices through a calibrated observation and feedback system, then instructional clarity will increase, classroom rigor will deepen, subgroup performance will accelerate, and measurable gains in overall student proficiency and subgroup growth will occur within three years.

Desired Outcome: *(Desired outcome identified in CNA Final Summary)*

Year 1 Goal: The campus team will build upon their existing academic and instructional infrastructure to build job-embedded clarity, to design and implement outcome-driven instructional planning structures, conduct regular targeted classroom observations in measurable coaching cycles that creates continuity across all classrooms, measurable outcomes for teacher performance, and improved academic results for students.

STRATEGY

S1 Utilize district-developed pacing calendars and district-adopted HQIMs to ground instructional practices in all classrooms.
S2 Facilitate high-impact collaborative planning through ensuring the enabling conditions and fundamental elements for PLCs are in place.
S5 Effectively leverage curriculum-embedded, Mastery Connect, and state-released content for rigorous assessment support.
S6 Revise the current standards-aligned instructional plan template to reinforce the KCS Instructional Framework handbook outlining required lesson components.
S7 Train teachers on developing learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson, leveraging gradual release of support.
S8 Use the KCS IPG observation tool(s) aligned to the KCS Instructional Framework.
S9 Provide targeted coaching cycles to teachers demonstrating inconsistent implementation of the KCS Instructional Framework.

SMART GOAL FOR STRATEGY

By the end of Quarter 1, 60% of teachers consistently demonstrate the use of measurable learning objectives, academic vocabulary, high-quality instructional materials, and evidence-based instructional practices aligned to the KCS Instructional Framework as measured by walkthrough data, lesson plan reviews, data analysis and student engagement indicators.			
ACTIONS			
What specific actions need to be taken to complete the strategy	Person Completing Action	Timeline	Resources Needed/Source
S1 **A 1.1** School leaders will conduct curriculum integrity checks to ensure that teachers are well versed in the implementation of the KCS pacing calendars, district–adopted instructional materials, and campus assessment practices and expectations. School leaders/instructional coaches will engage in calibration of IPG walks with district content and/or regional leadership. **A 1.2** Instructional Coaches/Team and department leaders will support teachers in understanding how to backwards map against district pacing calendars and approved instructional materials and resources to ensure sufficient instructional time for student mastery of grade-level standards. PLCs will use content-specific unit internalization tools provided by KCS as appropriate.	Admin Team Leadership Team District CL team	**Due Date:** October 2026	
S2 **A 2.1** Professional Learning Community teams will broaden and deepen PLC practices through actionable meeting agendas focused on standards analysis and lesson internalization, using the KCS Power Questions to guide discussion.	Admin Team Leadership Team CL team	**Due Date:** October 2026	**Professional Development:** KCS or Catapult: *High-Impact Collaborative Planning Practices*
S5 **A 5.1** PLC teams will continue the assessment development cycle (every two weeks) that includes data analysis and review of common assessments. Teams will leverage KCS pacing guides and school mapped instructional calendars to create common assessments that are found in curriculum, test banks in Mastery Connect, or in Live Binder.	Admin Team Leadership Team CL Team	**Due Date:** October 2026	
S6 **A 6.1** The leadership team will revise the current instructional plan template to require learning objectives that are measurable, explicitly communicated, connected to standards, and referenced throughout each lesson; identify progress towards mastery; and leverage formative checks for understanding embedded as part of all lessons. PLC **A 6.2** School leaders will co-facilitate with district support to train 100% of teachers on the KCS Instructional Framework and the expected lesson structure for core instruction.	Admin Team Leadership Team CL Team District	**Due Date:** October 2026	**Professional Development:** KCS or Catapult*: KCS Instructional Framework: What Excellent Instruction Looks Like*
S7 **A 7.1** All teachers will be required to include measurable, explicitly communicated objectives that are connected to standards, leverage their materials, and referenced throughout each lesson. Teachers will identify success criteria and use formative checks for understanding.	Admin Team Leadership Team CL Team District	**Due Date:** October 2026	

S8 **A 8.1** School leaders and instructional coaches will reinforce the shared definition of effective instruction and ensure all teachers understand the KCS Instructional Framework, making sense of the subject-area IPGs in practice as they internalize content and deliver instruction.	Admin Team Leadership Team CL Team District	Due Date: October 2026	
S9 **A 9.1** School leaders will conduct monthly instructional rounds using the KCS IPG and KCS Instructional Framework to determine look-fors and will provide written feedback within 48 hours to ensure consistent use of the model lesson structures across classrooms.	Admin Team Leadership Team CL Team District	Due Date: October 2026	

PROGRESS MONITOR		
Indicator Date	Evidence to Determine Progress	Potential Adjustments
October 2026	Curriculum pacing documentation as evidenced in the classroom observation cycle; PLC Meeting (Training, Resources, Agendas); Lesson Plan Reviews; evidence of feedback sessions with teachers and clear and measurable next steps and evidence of follow-up; Lesson Plans artifacts; PLC Agendas	

HOW WILL YOU EVALUATE WHETHER YOU MET THIS GOAL?
Planning structures, lesson delivery and observations provide increasing mastery of these strategies across all classrooms.

The 90-Day Plan serves as a road map that provides clarity to specific priorities and actions that were identified in your Comprehensive Needs Assessment. This plan will help ensure the focus of all stakeholders toward an aligned understanding of the implementation and progress of the school's school improvement initiatives.

Priority Area #2: **Accelerate the Achievement of Students with Disabilities**

Accelerate Students with Disabilities achievement through the integration of research-based specially designed instructional (SDI) strategies across all content areas. Teachers in all settings will design instruction that promotes access to grade-level standards while meeting the individual needs of students with disabilities.

Root Cause(s): *(Identified by CNA Final Summary)*

Northwest Middle School has not yet established consistent implementation of Specially Designed Instruction (SDI) across all content areas, resulting in limited access to grade-level standards for students with disabilities. While instructional supports and accommodations may be provided, there is variability in teachers' understanding and application of research-based SDI strategies, including scaffolding, differentiation, and explicit instruction tailored to individual student needs. Additionally, general education and special education teachers have collaborative planning, but are not consistently engaged in collaborative planning or instructional alignment to ensure that students with disabilities receive targeted support within core instruction, leading to gaps in academic achievement and progress toward grade-level proficiency.

Theory of Action Statement: If Northwest Middle School implements the KCS core curriculum through standards-aligned lessons using the KCS Instructional Framework, emphasizing clearly defined learning targets, incorporating structured English Learner language development practices and explicit, systematic specially designed instruction for students with IEPs, and reinforces these practices through a calibrated observation and feedback system, then instructional clarity will increase, classroom rigor will deepen, subgroup performance will accelerate, and measurable gains in overall student proficiency and subgroup growth will occur within three years.

Desired Outcome: *(Desired outcome identified in CNA Final Summary)*

Year 1 Goal:

Increase the percentage of students with IEPs who meet or exceed expectations on the ELA TCAP from 2.7% to 4.7% by the end of SY26-27

Increase the percentage of students with IEPs who meet or exceed expectations on the Math TCAP from 4.8% to 6.8% by the end of SY26-27

STRATEGY

S1 Implement the delivery of explicit, systematic instruction to all SWDs by breaking complex skills into manageable steps, modeling thinking processes, providing guided practice, and delivering immediate corrective feedback.

S2 Promote high-leverage collaboration between general and special educators, or special educators and para educators to strengthen SWD achievement by ensuring that SDI promotes access to rigorous and engaging content.

S3 Across the continuum, promote routine progress monitoring and data-driven instruction to ensure all students are responding adequately to SDI.

SMART GOAL FOR STRATEGY

By the end of Q1, 60% of teachers in all settings will design instruction that promotes access to grade-level standards while meeting the individual needs of students with disabilities, as measured by lesson plans, progress monitoring protocols, and walk-through data demonstrating reteaching within 5 days.

ACTIONS

What specific actions need to be taken to complete the strategy	Person Completing Action	Timeline	Resources Needed/Source

S1 **A 1.1** Establish an instructional framework that requires teams of general education and special education teachers to include a clear learning objective, modeled example (think-aloud), structured guided practice, and a documented check for understanding in every SDI lesson. **A 1.2** Develop and adopt a school-wide "Explicit Instruction Look-For Tool" to supplement the KCS IPGs for special education for all content areas that defines observable practices (e.g., modeling with think-alouds, scaffolded questioning, strategies for cueing and prompting) and use it during instructional rounds and coaching cycles in self-contained and co-taught classrooms. **A 1.3** Provide specific actionable feedback to ensure instruction consistently follows this explicit sequence. **A 1.4** Ensure teachers tasked with the delivery of Wilson Reading and other intensive reading interventions are equipped with adequate preparation and training to deliver the program with fidelity.	Admin Team Leadership Team CL Team District	**Due Date:** October 2026	**Professional Development:** KCS or Catapult: *Specially Designed Instruction in Math; Specially Designed Instruction in Reading* **Professional Development:** KCS: *Wilson Reading Training*
S 2 **A 2.1** Continue protected, recurring common planning time for general educators, special educators, and paraeducators to co-design lessons that clearly define roles, planned scaffolds, and targeted SDI supports aligned to grade-level standards. **A 2.2** Develop a shared co-planning template to document how access to rigorous content will be ensured for SWDs in co-taught, self-contained, and inclusive settings.	Admin Team Leadership Team CL Team District	**Due Date:** October 2026	**Professional Development:** KCS or Catapult: *Models for co-planning and co-teaching.*
S 3 **A 3.1** Identify and adopt common progress monitoring tools (e.g., CBMs, standards-aligned short-cycle assessments **with AIMSWEB**) to ensure consistency in how growth is measured across settings.	Admin Team Leadership Team CL Team District	**Due Date:** October 2026	**Professional Development:** KCS or Catapult: *Data-Based Individualization, Assessment Practices*

PROGRESS MONITOR		
Indicator Date	Evidence to Determine Progress	Potential Adjustments
October 2026	90% of observed SDI lessons consistently reflect all required components.	
October 2026	Audit progress monitoring logs to ensure 95% of students have current data and trend lines show timely instructional adjustments when growth is insufficient.	

HOW WILL YOU EVALUATE WHETHER YOU MET THIS GOAL?

Professional Learning delivered; Schedule, observations, progress monitoring logs

The 90-Day Plan serves as a road map that provides clarity to specific priorities and actions that were identified in your Comprehensive Needs Assessment. This plan will help ensure the focus of all stakeholders toward an aligned understanding of the implementation and progress of the school's school improvement initiatives.

Priority Area #3: **Accelerate the Achievement of English Learners** Northwest Middle School will accelerate English Learner achievement through the integration of language development strategies across all content areas. Teachers will design instruction that simultaneously develops academic content knowledge and language proficiency through scaffolded instruction, structured discourse, and explicit language objectives.
Root Cause(s): *(Identified by CNA Final Summary)* Northwest Middle School has not yet established consistent implementation of language development strategies across all content areas, resulting in limited access to grade-level content for English Learners. While supports for English Learners may exist, there is variability in teachers' ability to intentionally integrate language objectives, scaffold instruction, and facilitate structured academic discourse that builds both content knowledge and language proficiency. Additionally, English Learner supports are not consistently embedded within core instruction, and collaborative planning structures have not been fully leveraged to ensure that language development is a shared responsibility across all classrooms, leading to gaps in academic achievement for English Learners.
Theory of Action Statement: If Northwest Middle School implements the KCS core curriculum through standards-aligned lessons using the KCS Instructional Framework, emphasizing clearly defined learning targets, incorporating structured English Learner language development practices and explicit, systematic specially designed instruction for students with IEPs, and reinforces these practices through a calibrated observation and feedback system, then instructional clarity will increase, classroom rigor will deepen, subgroup performance will accelerate, and measurable gains in overall student proficiency and subgroup growth will occur within three years.
Desired Outcome: *(Desired outcome identified in CNA Final Summary)* **Year 1 Goal:** Northwest Middle School leadership team will provide staff with an understanding of EL learners, strategies to support Els, increase parent engagement, ensure consistency in classroom discourse strategies, and provide language objectives in 100% of the teachers' lesson plans through consistent teacher training, coaching, and monitoring systems, increasing student proficiency by: Increase the percentage of English Learners who meet or exceed expectations on the ELA TCAP from 1.6% to 3.6% by the end of SY26-27 Increase the percentage of English Learners who meet or exceed expectations on the Math TCAP from 2.3% to 4.3% by the end of SY26-27
STRATEGY
S1 Establish that teachers and staff understand the EL students' needs and the process of language acquisition. **S2** Increase opportunities for parent involvement and parent education
SMART GOAL FOR STRATEGY
By the end of Q1, at least 60% of teachers will demonstrate the consistent integration of language objectives into lesson plans, scaffolded instructional supports, and structured academic discourse **strategies** within daily instruction, as measured by classroom observation data, lesson plan reviews, and student work artifacts and at least 1 parent workshop will have been offered.

ACTIONS

What specific actions need to be taken to complete the strategy	Person Completing Action	Timeline	Resources Needed/Source
S 1 **A 1.1** All staff (Administration, Coaches, Teachers) will attend training that will provide an understanding of the EL students' needs and how they acquire language. This will include understanding the needs of EL students, strategies for students with interrupted formal education, understanding how learning a second language is different than learning a first language, understanding the process of language acquisition and language development, understanding the difference between BICs and CALPs (Social vs. Academic	Admin Team Instruction Coaches KCS EL Facilitator EL Dept. Chair	**Due Date:** October 2026	***Professional Development***: KCS or Catapult PD: *Understanding the Needs of Els*

Language), and exploring the stages of language acquisitions and how teacher can support the students progressing through these stages. **A 1.2** During PLCs teachers will have time allotted to discuss the EL students' successes, struggles and needs to provide the Teams with time to share strategies and resources.			
S2 **A 2.1** Provide monthly parent workshops or sessions to help parents learn about the different learning platforms their child is learning so they can better support them at home. **A 2.2** Have an annual cultural night to provide an opportunity for the school to learn and understand more about the cultures and backgrounds of all of the students. **A 2.3** Provide a survey for the parents annually to determine how the school can better support the parents in learning about how to support their child academically.	**A 2.1** Admin Team Leadership Team Instruction Coaches EL Dept. Chair Social Worker **A 2.2** All Staff Students Social Worker **A.2.3** Admin Team Social Worker	**Due Date:** October 2026	***Parent Workshop*:** Sessions on School expectations and learning, Virtual platforms for academics and access communication from the school, any sessions that come up through the survey
PROGRESS MONITOR			
Indicator Date	Evidence to Determine Progress	Potential Adjustments	
October 2026	PD Schedule, PLC agendas, Student Progress Tracking		
October 2026	Q 1 Parent Workshop invites and agendas		
HOW WILL YOU EVALUATE WHETHER YOU MET THIS GOAL?			
Professional Learning delivered; PLC agendas regularly indicate data reviews; parent workshop agendas and attendance, observation data indicates 60% of teachers regularly including language objectives in planning			

The 90-Day Plan serves as a road map that provides clarity to specific priorities and actions that were identified in your Comprehensive Needs Assessment. This plan will help ensure the focus of all stakeholders toward an aligned understanding of the implementation and progress of the school's school improvement initiatives.

Priority Area #4 **Strengthening Academic Vocabulary and Higher-Order Thinking**

Northwest Middle School will strengthen academic language and higher-order thinking across all content areas through explicit instruction in academic vocabulary, consistent use of reasoning routines, and structured opportunities for students to write and speak using evidence. Teachers will design instruction that moves students from recall to analysis, justification, and application by using cognitively demanding tasks and consistent constructed-response routines.

Root Cause(s): *(Identified by CNA Final Summary)*

Northwest Middle School has not yet established consistent implementation of academic vocabulary instruction and higher-order thinking practices across all content areas, resulting in limited opportunities for students to engage in rigorous, standards-aligned learning tasks. While teachers may incorporate vocabulary and questioning strategies, there is variability in the intentional use of academic language routines, structured discourse, and constructed-response practices that require students to analyze, justify, and apply their thinking.

Additionally, instructional tasks are not consistently designed to reflect the cognitive demand of grade-level standards, and systems for calibrating expectations for student responses and analyzing student work have not been fully developed or consistently implemented. As a result, students have limited opportunities to build academic language proficiency and demonstrate higher-order thinking, leading to gaps in performance on written responses and complex assessment tasks.

Theory of Action Statement: If Northwest Middle School implements the KCS core curriculum through standards-aligned lessons using the KCS Instructional Framework, emphasizing clearly defined learning targets, incorporating structured English Learner language development practices and explicit, systematic specially designed instruction for students with IEPs, and reinforces these practices through a calibrated observation and feedback system, then instructional clarity will increase, classroom rigor will deepen, subgroup performance will accelerate, and measurable gains in overall student proficiency and subgroup growth will occur within three years.

Desired Outcome: *(Desired outcome identified in CNA Final Summary)*

Year 1 Goal
Teachers will implement explicit academic vocabulary routines and introduce consistent reasoning and written-response expectations so that at least 80% of classrooms demonstrate routine vocabulary instruction and evidence-based written responses aligned to grade-level standards.

STRATEGY

S1 Develop unit-level academic vocabulary lists aligned to essential standards.
S2 Maintain interactive word walls aligned to current units in all classrooms.

SMART GOAL FOR STRATEGY

By the end of Q1, at least 60% of classrooms will demonstrate the consistent use of academic vocabulary routines, evidence-based written responses, and cognitively demanding tasks that require students to analyze, justify, and apply their thinking, as measured by classroom observation data, lesson plan reviews, and student work artifacts.

ACTIONS

What specific actions need to be taken to complete the strategy	Person Completing Action	Timeline	Resources Needed/Source
S1 **A 1.1** Teachers will examine how they are determining academic vocabulary that they are going to explicitly teach and develop a plan to ensure that they are covering the vocabulary needed for the essential standards and/or unit learning. **A 1.2** Teachers will identify and teach Tier II and Tier III vocabulary aligned to instructional units.	All Staff Instructional Coaches Admin Team	**Due Date:** October 2026	**Professional Development:** KCS District or Catapult- *Vocabulary Development for English Learners* or *Developing Academic Vocabulary*

A 1.3 Teachers identify the academic vocabulary that they will be teaching during lesson and/or unit planning.			
A 2.1 Teachers will implement structured vocabulary routines including word walls, vocabulary journals, and contextual vocabulary practice. **A 2.2** Mini professional developments will be provided during PLCs to discuss strategies for using and interacting with the word walls. **A 2.3** Professional Learning Community teams will analyze student work to determine vocabulary mastery.	All Staff Instructional Coaches Admin Team	**Due Date:** October 2026	
PROGRESS MONITOR			
Indicator Date	Evidence to Determine Progress	Potential Adjustments	
October 2026	Academic Word Walls are evidence in 60% of classrooms		
HOW WILL YOU EVALUATE WHETHER YOU MET THIS GOAL?			
Professional Learning delivered; PLC agendas regularly indicate planning for Academic Vocabulary; walk through data			

The 90-Day Plan serves as a road map that provides clarity to specific priorities and actions that were identified in your Comprehensive Needs Assessment. This plan will help ensure the focus of all stakeholders toward an aligned understanding of the implementation and progress of the school's school improvement initiatives.

Priority Area #5 **Positive School Climate Through Consistent Expectations, Restorative Discipline, and Attendance Support**
Northwest Middle School will focus on improving student engagement and school climate by reducing chronic absenteeism, implementing restorative practices, and ensuring consistent schoolwide expectations for behavior and discipline. Through proactive supports, relationship-building, and equitable discipline practices, the school will work to increase student attendance, strengthen accountability, and create a safe, respectful learning environment where all students can succeed.

Root Cause(s): *(Identified by CNA Final Summary)*

Northwest Middle School has established strong foundational systems to support student behavior, attendance, and school climate, including the use of restorative practices, schoolwide expectations, and attendance monitoring structures. These efforts have begun to positively impact student engagement and create a more supportive learning environment.

However, these systems are not yet consistently implemented with the depth and fidelity required across all classrooms and settings. There is variability in how restorative practices are facilitated, how behavior expectations are reinforced, and how attendance interventions are applied to support students experiencing chronic absenteeism. Additionally, while structures exist, they are not consistently leveraged to provide proactive, targeted supports or to sustain improvements across all student groups.

As a result, opportunities remain to deepen implementation, strengthen staff capacity, and ensure consistent, equitable application of these practices to further reduce absenteeism, improve behavior outcomes, and enhance overall school climate.

Theory of Action Statement: If Northwest Middle School implements the KCS core curriculum through standards-aligned lessons using the KCS Instructional Framework, emphasizing clearly defined learning targets, incorporating structured English Learner language development practices and explicit, systematic specially designed instruction for students with IEPs, and reinforces these practices through a calibrated observation and feedback system, then instructional clarity will increase, classroom rigor will deepen, subgroup performance will accelerate, and measurable gains in overall student proficiency and subgroup growth will occur within three years.

Desired Outcome: *(Desired outcome identified in CNA Final Summary)*

The school will **reduce chronic absenteeism by 2.3% (26% to 23.7%) and decrease discipline referrals by 5%** by implementing consistent schoolwide expectations, restorative practices, and proactive student support systems

STRATEGY

S1 Implement a targeted student support strategy to address chronic absenteeism and behavior concerns.
S2The school will establish and consistently implement clear schoolwide expectations to promote a positive, safe, and respectful learning environment.
S3 The school will strengthen its restorative practices by providing consistent opportunities for students to repair/ rebuild relationships and develop self-regulation skills. We will continue to utilize the Restorative Learning Center as a supportive, instructional space where students receive guided reflection, restorative conferencing, and targeted skill-building.

SMART GOAL FOR STRATEGY

By the end of Q1, fewer students will be identified as chronically absent in comparison to Q1 of SY 25-26.

ACTIONS

What specific actions need to be taken to complete the strategy	Person Completing Action	Timeline	Resources Needed/Source
S1 **A 1.1 Identify Students:** The school Social Worker, Behavior Interventionist and admin will review attendance and discipline data monthly to identify students who are chronically absent or at risk of disengagement, working with district as needed to pull reports. **A 1.2 Assign Mentors:** In collaboration with administration, related	**A 1.1 – 1.5** Admin Team Social Worker Related Arts Teachers **A 1.1** District Data team for monthly	**Due Date:** October 2026	Social Worker-TAG 6 and SSIG 3

arts teachers and student support staff will be paired with identified students to serve as staff mentors. **A. 1.3 Establish Regular Check-Ins:** Mentors will conduct regular check-ins with assigned students (weekly or biweekly) to build relationships, discuss attendance and behavior, and provide encouragement and support.	reports		
S2 **A 2.1 Staff Training:** Provide professional learning for staff on schoolwide expectations, PBIS practices, and consistent behavior reinforcement. **A 2.2 Teach Expectations to Students:** Explicitly teach and model schoolwide expectations to students at the beginning of the year and provide booster lessons throughout the year. **A 2.3 PBIS Positive Reinforcement System:** Continue a schoolwide PBIS system where students earn points for demonstrating expected behaviors.	**A 2.1 – A 2.5** Admin Team School Counselors Behavior Interventionist	**Due Date:** October 2026	Title 1
S3 **A 3.1 Staff Training:** Provide ongoing professional development for staff on restorative practices, restorative conversations, and restorative circles to ensure consistent implementation. **A 3.2 Restorative Learning Center Implementation:** Continue utilizing the Restorative Learning Center as a structured space where students reflect on behavior, participate in restorative conversations, and develop self-regulation skills, integrating headphones, novels and poster maker resources in support of restorative practices. **A 3.3 Student Restorative Practices:** Continue restorative circles and conferences to address conflicts, repair relationships, and strengthen relationships among students and staff. **A 3.4 Skill-Building Support:** Provide targeted support in the Restorative Learning Center focused on reflection, problem-solving, and social-emotional skill development.	**A 3.1 – A 3.4** Admin Team School Counselors Behavior Interventionist Restorative Interventionist District Data Assistance	**Due Date:** October 2026	

PROGRESS MONITOR		
Indicator Date	Evidence to Determine Progress	Potential Adjustments
October 2026	Progress will be measured through attendance records, office discipline referral data, and documented mentor check-ins, with data reviewed quarterly to monitor improvements in student attendance and engagement.	

HOW WILL YOU EVALUATE WHETHER YOU MET THIS GOAL?
Chronic Absenteeism rate decreasing, office discipline referrals decreasing

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-186

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Request for approval of School Turnaround Program Turnaround Plan for Northwest Middle School

Cost to Knox County Schools

0

Description and Type of Funding Source

School Turnaround Program(STP)

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Regular Agenda Items 9. C.

Board of Education Regular Session

Meeting Date: 04/09/2026

Prep Public Schools Petition to Terminate Knoxville Preparatory School Charter School Agreement

Submitted By: Terri Coatney

Department: Academics **Division:** Academic Supports

Explanation

Accept Petition from Prep Public Schools to terminate the Knoxville Preparatory School Charter School Agreement

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Fiscal Impact

Attachments

Petition

Fiscal Note

Members of the Knox County Board of Education:

Pursuant to T.C.A. § 49-13-110(d), PREP Public Schools hereby petitions the Knox County Board of Education for termination of the Charter Agreement between the Knox County Board of Education and Knoxville Preparatory School, to stand effective as of June 30, 2026.

Knoxville Preparatory School ("Knox Prep") is currently operating under the Charter Agreement approved by the Knox County Board of Education in 2024, which is to remain in effect until 2034. T.C.A. § 49-13-110(d) provides, in the relevant part, "The governing body of a public charter school may petition the authorizer for voluntary termination of the charter agreement before the charter agreement expires."

As you likely know based on related media coverage, the Knoxville Subcommittee of PREP Public Schools voted to conclude operations of Knox Prep at the end of the 2025-2026 school year. A variety of factors combined to prevent Knox Prep from feeling it was the right decision to move forward with operations beyond this school year. But please rest assured that PREP Public Schools' Knoxville team is implementing transition initiatives to invest in current students by identifying the best educational fit for those students for the 2026-2027 school year, offering specialized summer sessions, and allocating more than $300,000 in resources to support transition costs for both students and staff members.

Prep Public Schools also acknowledges summer school responsibilities for 2025-2026 students, and we will be back with KCS on a later date regarding specifics. Therefore, PREP Public Schools requests that the Board take appropriate action to approve this petition to terminate the Charter Agreement, to stand effective as of June 30, 2026.

Sincerely,

Ted Alling (Feb 13, 2026 11:33:47 EST)

Ted Alling
Chairman
PREP Public Schools

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of April, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-178

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 3/30/2026

KCS KNOX COUNTY SCHOOLS **Routing Forms**

Contract Number: 24-112

March 7, 2024 KCBE Agenda

Approval Information

Approval Status

CO Review

General Information

Requestor

THERESA NIXON

Request Type

Board

School or Department Originating Action *

Academic Supports

Direct Supervisor Approval (RICHARD WILSON)

Approved

Description

Amendment update to Knox Prep Charter Agreement

File Attachment 1

Grants

No file attached

Approvals

Send Reminders

Add	Name	Job Description	Status	Comment	File	Date
☐	Ron Mcpherson	Chief Financial Officer				
☐	Joe Snyder	Budget Director				
☐	Garrett Raiden	Internal School Funds Director				
☐	Cheryl Martin	Federal Programs Director				
☐	Laura Denton	Grants Specialist				
☐	Scott Bolton	HR Operations Executive Director				

Add	Name	Job Description	Status	Comment	File	Date
☑	Keith Wilson	Assistant Superintendent of Academics	Approved			02/14/2024
☐	Jennifer Hemmelgarn	Assistant Superintendent of Business and Talent				
☐	Garfield Adams	Assistant Superintendent of Operations				
☐	Kori Lautner	Assistant Superintendent of Strategy				
☐	Andrew Brown	Assistant Superintendent of Student Success				

Law Department Signature

Gary Dupler

Notes

Approved 2/27/2024

Not Approved

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Amending the Charter Agreement to reflect the correct legal name of "Prep Public Schools" for accurate documentation.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Current	Proposed
This Charter Agreement (the "Agreement") is entered into this, the _____ day of _____ 2023, by and between the Knox County Board of Education ("KCBOE" or the Chartering Authority) and Knoxville Preparatory School (the "Sponsor" or "Charter School," those terms being used interchangeably herein; provided that references herein to "Charter School" shall not include other schools operated by the Sponsor). The Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body (the Board of Directors of Knoxville Preparatory School), as defined by T.C.A. § 49-13-104, selected by the Sponsor to operate the public charter school proposed in the Sponsor's Application, which, together with any addenda supplied for the Chartering Authority's consideration during the course of the application process, shall be referred to and considered collectively as the "Application."	This Amendment to the Charter School Agreement (the "Agreement") is entered into this, the _____ day of _____ 2024, by and between the Knox County Board of Education ("KCBOE" or the Chartering Authority) and Prep Public Schools to operate Knoxville Preparatory School (the "Sponsor" or "Charter School," those terms being used interchangeably herein; provided that references herein to "Charter School" shall not include other schools operated by the Sponsor). The Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body (the Board of Directors of Knoxville Preparatory School), as defined by T.C.A. § 49-13-104, selected by the Sponsor to operate the public charter school proposed in the Sponsor's Application, which, together with any addenda supplied for the Chartering Authority's consideration during the course of the application process, shall be referred to and considered collectively as the "Application."

Amended Charter School Agreement

This Amendment to the Charter Agreement (the "Agreement") is entered into this, the _____ day of _____ 2024, by and between the Knox County Board of Education ("KCBOE" or the Chartering Authority) and Prep Public Schools to operate Knoxville Preparatory School (the "Sponsor" or "Charter School," those terms being used interchangeably herein; provided that references herein to "Charter School" shall not include other schools operated by the Sponsor). The Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body (the Board of Directors of Knoxville Preparatory School), as defined by T.C.A. § 49-13-104, selected by the Sponsor to operate the public charter school proposed in the Sponsor's Application, which, together with any addenda supplied for the Chartering Authority's consideration during the course of the application process, shall be referred to and considered collectively as the "Application."

This contract consists of the following documents:

- This document;
- Approved Charter School Application (Exhibit 1);
- Pre-Opening Checklist (Exhibit 2); and
- Current TDOE Performance Framework (Exhibit 3).

Recitals:

WHEREAS, the State of Tennessee enacted the Tennessee Public Charter Schools Act of 2002 (T.C.A. § 49-13-101 *et. seq.)* effective July 4, 2002 (the Act) authorizing the establishment of independent, publicly supported schools known as charter schools; and

WHEREAS, the purposes of the Act include providing "options relative to the governance and improvement of high priority schools," "the delivery of instruction for those students with special needs," and "improv[ing] learning for all students and clos[ing]...achievement gap[s];" and

WHEREAS, charter schools "provide [one] alternative means within the public school system for ensuring accomplishment of the necessary outcomes of education by allowing the establishment and maintenance of public charter schools that operate within a school district structure but are allowed maximum flexibility to achieve their goals;" and

WHEREAS, the Act empowers the Chartering Authority to ensure that only those charter schools open and remain open that are meeting the best interests of the pupils, the school district or the community, and the Act enables the Chartering Authority to do this through rigorous authorization processes, ongoing monitoring of the academic, organizational, and financial performance of charter schools, and, when necessary, through the revocation or non-renewal of charters; and

WHEREAS, KCBOE has approved the Sponsor's application to operate a charter school and entered into an agreement with the Sponsor in 2023; and

WHEREAS, pursuant to T.C.A. § 49-13-111(a)(2), the Charter School, known as Knoxville Preparatory School, shall operate as a public, nonsectarian, nonreligious public school, with control of instruction vested in the Governing Body of the Charter School under the general supervision of KCBOE and in compliance with this agreement and the Act; and

WHEREAS, pursuant to T.C.A. § 49-13-124, the Charter School may conduct all activities necessary and appropriate to carry out its responsibilities, including but not limited to the power to contract, the power to buy and lease property, and the power to borrow funds; and

WHEREAS, the Chartering Authority has developed a Pre-Opening Checklist to provide guidance and articulate expectations to Knoxville Preparatory School and future charter schools regarding the process for opening a charter school in Knox County.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. General Terms

1.1 Applicable Law. This Charter Agreement and the Charter School's operations shall be governed by and construed in accordance with the laws of the State of Tennessee and applicable federal laws of the United States. Though the Governing Body may, pursuant to T.C.A. § 49-13-111, seek waivers from the Chartering Authority or the Commissioner of Education from Tennessee laws or rules of the State Board of Education that inhibit the Charter School's mission, the Parties understand that waivers may not be provided from the types of laws and rules specifically listed in T.C.A. § 49-13-111, from any provisions of T.C.A. § 49-13 (the Tennessee Public Charter Schools Act) or those included in the Act by reference, or from other laws specifically applicable to charter schools (such as those related to benefits or retirement of charter school employees contained in T.C.A. § 8-27-3). Nothing in this section shall require staff members who work in a regional or national capacity and are not teachers at a school located in Tennessee to comply with the requirements of T.C.A. § 8-27-3.

As required by T.C.A. § 49-13-110, this Charter Agreement includes all material components of the Sponsor's Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

By signing this agreement, the Chartering Authority approves any waivers requested in the Sponsor's Application. Those requests and any others subsequently requested by the Governing Body are attached as part of the approved charter application. The Knox County Board of Education will be notified when the Charter School makes future waiver requests.

1.2 Effective Date. This Agreement shall be effective immediately following signature by the Sponsor and the Chartering Authority. The Agreement shall expire on June 30 of the tenth year after the date of opening the Charter School for instruction (June 30, 2035), unless earlier terminated or renewed pursuant to the terms of this Agreement or state law.

1.3 Pre-Opening Process. Upon approval by the Knox County Board of Education (KCBOE) the sponsor will begin the pre-opening process as prescribed by the Pre-Opening Checklist, a copy of which is attached hereto as Exhibit 2. If the pre-opening process is substantially incomplete at the time of the pre-opening action visit and inspection, the KCBOE may decide not to open the Charter School until it has completed all pre-opening steps under T.C.A. § 49-13-111 and T.C.A. § 49-13-113. The pre-opening process shall be deemed substantially incomplete if the Charter School is not prepared to begin providing instruction in compliance with state and federal laws and within an environment that complies with applicable health and safety standards.

If the Governing Body and the Chartering Authority cannot agree on whether the Charter School is "substantially incomplete," KCBOE's Director of Schools or designee and the Governing Body's Chief Executive Officer or designee must meet within five (5) business days of the Chartering Authority deeming the Charter School "substantially incomplete," with both officers working toward finding common ground and outlining steps to promptly and efficiently open the Charter School to students.

1.4 **Charter School Performance.** The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Charter Agreement shall be based upon T.C.A. § 49-13-121, T.C.A. § 49-13-122, and any other applicable laws and rules. Pursuant to T.C.A. § 9-13-111(a)(1), Knoxville Preparatory School shall operate as a public, nonsectarian, nonreligious public school under the general supervision of KCBOE.

Consistent with the right to exercise general supervision, KCBOE may take all reasonable steps to oversee the Charter School's performance, including compliance with the Agreement and applicable law. This includes the opportunity: a) to visit and inspect the school building; b) to examine public records of the Charter School, upon reasonable notice; c) upon reasonable notice, to interview Charter School employees and Governing Body members; and d) to interview students and families.

The Chartering Authority shall, at least annually, monitor and report on the Charter School's progress in relation to the indicators, measures, metrics, and targets set out in the charter school application, reported on the State Report Card, and specified in the currently adopted Tennessee Department of Education *Charter School Performance Framework* (Exhibit 3). Such reporting shall become part of the Charter School's annual report to the Chartering Authority and the state Commissioner of Education.

The Chartering Authority shall also conduct an interim review at the end of the fifth year after the effective date of the Agreement, pursuant to T.C.A. § 49-13-121.

The performance expectations outlined in the charter school application may need to be modified to align with changes applicable to state or federal accountability requirements as requested by the Chartering Authority. Such changes shall apply to the Charter School as required by law. In the event that any such modifications or amendments are required, the Chartering Authority will use its best efforts to apply expectations for school performance in a manner consistent with those set forth in the charter school application as initially established in the most recent charter agreement.

Changes to performance expectations that are not required by state or federal law will not become binding upon the Charter School without the Charter School's consent, except at the time of charter renewal or amendment.

1.5 **Location.** The Charter School is located at 967 Irwin Street. Such location shall be subject to and in accordance with the Application, as well as all applicable laws and codes governing the location and occupation of educational facilities. If the school were to be changed to a location at a site controlled by the Chartering Authority, the use of such site shall be subject to and governed by a Facilities Agreement between the Parties. If the Charter School decides to change the location of the Charter School, the Charter School shall notify the Chartering Authority at

least 90 business days prior to any such change of location. The determination of such location shall be subject to the approval of the Chartering Authority, in accordance with the approved Application and Addendum.

1.6 **Employment Status.** All teachers and other staff of the Charter School shall be employed by the Charter School, not the Chartering Authority. Nothing in this Agreement shall prevent the Charter School from contracting with any other non-profit organization to provide employees for the Charter School.

2. Charter School and Chartering Authority Organizational Responsibilities

2.1 **Student Enrollment and Retention.** The Charter School shall enroll students according to T.C.A. § 49-13-113 but will not use the Chartering Authority's application process. The Charter School shall not discriminate with respect to admissions on the basis of race, ethnicity, religion, national origin, English language proficiency, academic or athletic ability, sex, or the need for special education and related services as set forth in the Application and the Act.

Similar to T.C.A. § 49-6-3401(f), nothing in this Section shall require the Charter School to enroll a student who is under suspension or expelled in an LEA or another charter school either in Tennessee or another state. The Charter School shall make a decision with regard to enrollment only after an investigation of the facts surrounding the suspension from the former school system. If the Charter School accepts enrollment of a student from another LEA or charter school, the Charter School may dismiss that student if it is determined subsequent to enrollment that the student had been suspended or expelled by another LEA or charter school.

The Charter School may enroll students up to a maximum of 700 students. Enrollment shall be determined initially at the start of each academic year but will be recalculated periodically within each year by the Charter School and Chartering Authority. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute a material change in this Charter Agreement and are not permitted unless a formal amendment to this Charter Agreement is secured in advance according to the provisions outlined in T.C.A. §49-13-110(b). Reductions in enrollment greater than 15% or 50 students, whichever is less, must be reported to the Chartering Authority within the LEA and reductions in enrollment at such levels in any year or over two or more years may be considered material and require an amendment to this Charter Agreement or other action by the Chartering Authority. Multi-year reductions in enrollment which affect the financial viability of the Charter School may be considered material and require an amendment to this Charter Agreement or other action by the Chartering Authority. For purposes of determining whether a reduction in enrollment under this section is a material change, the calculation of total enrollment numbers shall not include reductions in enrollment for causes outside the control of the Charter School (such as the family of an enrolled student moving out of the school district). Accurate and true enrollment numbers shall always be maintained by the Charter School and reported to the Chartering Authority and other entities (e.g., Tennessee Department of Education or State Board of Education) upon request. When providing said enrollment numbers to the Chartering Authority, the Charter School may include a listing of students withdrawing for reasons claimed to be outside the control of the Charter School. A parent or guardian's decision to withdraw his or her student from the Charter School, if that student still lives within the district, shall be determined on a case-by-case basis to determine

whether the student's withdrawal may fairly be attributed to the Charter School or to causes outside the control of the Charter School.

If the number of applications exceeds the capacity of a program, class, grade level, or building, the Charter School shall select students through a lottery, provided that students who attended the Charter School during the previous year shall be given preference for enrollment and shall be excluded from the lottery. The Charter School shall give preferences in a lottery as set out in T.C.A. § 49-13-113 and within the Rules of the Tennessee Department of Education.

The Charter School may not "counsel out" or discourage students from attending the Charter School for any reason nor will the Charter School use the purported failure of compliance with a letter of commitment or a contract between the Charter School and students/parents as a mechanism to encourage withdrawal of students from the Charter School. However, the Charter School will remain open and honest with students and their parents/guardians regarding course offerings, career counseling, and other factors that could affect whether a student remains enrolled with the Charter School. (Example: If a parent expressed interest in welding or other CTE course offerings not available within the Charter School's college prep framework, the Charter School would and should remain open and honest with that parent and the student regarding all options moving forward.)

Approved enrollment at Knoxville Preparatory School, by grade level, shall be as follows for each academic year governed by this agreement:

Year	Grade Level	Total Enrollment
Year 1	6	105
Year 2	6,7	207
Year 3	6,7,8	306
Year 4	6,7,8,9	409
Year 5	6,7,8,9,10	509
Year 6	6,7,8,9,10,11,12	700
Year 7	6,7,8,9,10,11,12	700
Year 8	6,7,8,9,10,11,12	700
Year 9	6,7,8,9,10,11,12	700
Year 10	6,7,8,9,10,11,12	700

2.2 Academic Program. Pursuant to T.C.A. § 49-13-111(a)(2), Knoxville Preparatory School shall operate as a public, nonsectarian, nonreligious public school, with control of instruction vested in the Governing Body of the Charter School. The Charter School shall operate the academic program in accordance with the Charter Agreement and academic state and federal law, including providing the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules, under T.C.A. § 49-13-105.

2.2.1 Assessments. The Charter School must use the required state assessments.

2.3 Students with Disabilities. Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), or

any applicable provisions of state law, shall be provided in accordance with applicable state and federal law, this Agreement and the Chartering Authority's policy. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA). The Chartering Authority, pursuant to state law, addresses the needs of services for students with disabilities and gifted services in its Student Support Services division.

2.3.1 Responsibility of the Chartering Authority. The Chartering Authority is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School and that special education and related services are provided in the Charter School in a comparable manner as they are provided in the district's direct-run school. Additionally, The Chartering Authority will oversee procedural compliance with federal and state laws and regulations concerning accommodations for the education of students with disabilities.

The Chartering Authority will collaborate with the Charter School in the same manner in which it works with its other schools in the identification and referral process, and in conducting initial evaluations for exceptional education. The Chartering Authority will also collaborate with the Charter School in the same manner in which it works with its other schools when a Charter School student is in need of services which cannot be provided at the Charter School but may be provided by a Knox County Schools' alternative placement. If a Charter School student is enrolled in a Knox County Schools' alternative placement, the student becomes a Knox County Schools' student. The Chartering Authority will notify the Charter School if an enrolling student has an existing individualized education program (IEP) and will provide the Charter School with records within ten (10) business days of receipt of a request by the Charter School for the records.

2.3.2 Responsibility of the Charter School. The Charter School shall have an effective educational model for the delivery of special education services that complies with federal and state law. Once a student has been identified as eligible for special education services, the Charter School assumes responsibility for the provision of services, development, and implementation of individualized education programs (IEPs), procedures, and documentation. Special education services at the Charter School will be delivered by the individual or agencies licensed and/or qualified to provide special education services required by the Tennessee Public Charter Schools Act and the IDEA. Charter School staff may participate in any Chartering Authority professional development related to special education or the provision of services pursuant to Section 504.

The Charter School may also enter into a separate fee-for-services agreement with a third-party provider of educational services (Contract Services Provider), provided that such third-party provider complies with all applicable laws and the requirements imposed on contractors by this Charter Agreement.

The Charter School, or Contract Service Provider, shall have a qualified special education coordinator who will be responsible for monitoring individual case management of all special education students and for arranging the provision of services required by their IEP. Charter School, or Contract Service Provider, shall maintain a file documenting the Charter School's compliance with special education requirements.

2.3.3 Costs for Special Education. The Chartering Authority is financially responsible for Child Find, including student identification and initial assessment expenses. Once a student has been

determined eligible for special education services and has an individualized education program (IEP), all costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with IEP's. The Charter School's financial obligation begins once a student has an IEP.

The Chartering Authority will pass federal funding to the Charter School in the same manner as all other public schools. Resources may be in the form of services provided by the Chartering Authority and may include but not be limited to supervisors, behavioral liaisons, technology, equipment, etc. In addition, when the Chartering Authority submits requests to the state Department of Education for high-cost students, the Chartering Authority will include students at the Charter School in its count. The Chartering Authority will pay a pro-rata share of any high-cost reimbursement received from the state for such students at the Charter School being subject to utilize such funds in the same manner as required for all other of the Chartering Authority's public schools.

2.3.4 **Compliance.** No student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services or accommodations pursuant to Section 504.

The Charter School shall promptly report to the Chartering Authority all alleged infractions, complaints, and other non-compliance issues relating to special education.

2.4 **English Language Learners.** The Charter school shall address the needs of English Language Learner (ELL) students pursuant to applicable federal and state laws and regulations (including Title III of the Elementary and Secondary Act (ESEA)). The Charter School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure access to the school's educational program (including the provision to appropriate accommodations), and to facilitate exit from ELL services according to individual student capacity. The Chartering Authority will provide equitable services and/or funding to the Charter School in the same manner as services and/or funding is provided to non-public schools in Knox County.

2.5 **Student Discipline/Due Process.** The Charter School administers its discipline policy in a way that ensures students' due process rights are satisfied, including providing appropriate informal or formal hearings. The Charter School shall promptly notify the Chartering Authority of students expelled. The Chartering Authority shall provide expelled Charter School students access to the Chartering Authority's alternative school programs in the same manner as it provides access to any student within the LEA.

2.6 **Student Information Reporting.** While ensuring compliance with federal and state law regarding student records, the Charter School shall report student information as follows:

- Enrollment projections for the coming year no later than February 15
- Daily attendance, conduct, and grades using the Chartering Authority's student management system (Aspen SIS), updating at least weekly;
- Student enrollment for determining average daily membership by the date required by the department of education, updated at least weekly.

The charter school shall monitor their student population with respect to student withdrawals, suspensions, transfers, and expulsions. A quarterly report is due to the Chartering Authority.[1]

Quarter	Withdrawal	Transfer	Suspension	Expulsion
Q1				
Q2				
Q3				
Q4				

3. Staffing

3.1 Teachers. The Charter School shall ensure that teachers are licensed pursuant to state statutes and state board of education rules, and meet applicable federal qualifications including highly qualified, special education certified, and ESL certified.

3.2 Background Checks. All employees of the Charter School who have or will have contact with children at the Charter School within the scope of the individual's employment, and employees of contractors or sub-contractors of the Charter School who have contact with children within the scope of the individual's employment shall complete criminal background checks as required by state law.

4. Facility

The Charter School shall ensure the Charter School's grounds and facilities comply with applicable health and safety laws, including the Americans with Disabilities Act, state fire marshal codes, and state and local zoning and land use codes.

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (Exhibit 2) or letter from the Chartering Authority.

5. School Nutrition

School Nutrition for students at Knoxville Preparatory School shall be provided pursuant to state law requirements. If mutually agreed upon, the Chartering Authority and the Charter School may enter a separate memorandum of understanding (MOU), which shall define the parties' obligations with respect to school nutrition. Unless otherwise agreed by the Governing Body of the Charter School, the

[1] Methodology - Student Attrition is determined by the number of students who left the school between October 1 of one year and prior to October 1 of the next year. Students that are unable to return due to completing the highest grade level or students that are enrolled during the summer rollover process but deemed as "no-Shows" are excluded from this count. (Data Source - Aspen Student Information System). The divisor is determined by using Period 2 End of Month Membership numbers for the next school year. (Data Source - State Data Reports)

Chartering Authority shall provide school nutrition pursuant to the terms of the Application, as approved by the Chartering Authority. The parties authorize their respective agents to execute an MOU regarding school nutrition and further authorize their respective agents to alter or amend such MOU in future years to redefine the obligations of the parties. The Knox County Board of Education will be notified when the Charter School enters into a memorandum of understanding regarding school nutrition.

6. Transportation

If the Charter School elects to provide transportation for students, transportation for students shall be provided pursuant to the requirements of state law as provided in T.C.A. § 49-6-2116. If the Charter School elects to provide transportation for its students, other than through an agreement with the Chartering Authority, the Chartering Authority shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in T.C.A. § 49-13-114. In order to receive these funds, the Charter School must comply with state laws and State Board of Education rules regarding student transportation. Students shall be transported in buses that have been approved for the transportation of students by the Department of Safety, or any other manner allowable by state and federal law. The Charter School shall provide transportation services to its students by either (a) contracting with such services through a properly licensed and qualified sub-contractor, (b) providing such services itself, or (c) entering into a separate memorandum of understanding with the Charter Authority to provide such services, though the parties are not obligated to enter into such an agreement.

7. Insurance

The Charter School shall maintain the following insurance:

- General Aggregate & Commercial Automobile: must be equal to or greater than $5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the KCBOE or Knox County Government, their officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the State of Tennessee. The remaining $4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name Knox County Board of Education and Knox County, Tennessee as additional insureds. The policy must cover liability for transportation of students, including transportation by outside vendors with whom the Charter School has contracted. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- Professional Liability Policies: Directors and Officers Policy: equal to or greater than $5,000,000. Teachers Professional Liability Policy equal to or greater than $1,000,000.
- Workers Compensation and Employers Liability Policy: The amount of coverage required for Workers Compensation is determined by statute. Sponsor must comply with state statutes. Employer liability must be a minimum of $100,000.
- Property and Boiler Insurance Policy: If the Charter School purchases the property that will be used by the Charter School it shall purchase "all risks" property and boiler insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- Sexual Abuse Policy: $1,000,000 required coverage.

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage, shall be provided to the Chartering Authority according to the following schedule:

- General/Automotive Liability: Within thirty (30) days of the execution of this agreement.
- Professional Liability (D&O): Within thirty (30) days of the execution of this agreement.
- Professional Liability (Teachers): No later than upon hiring of teachers.
- Workers' Compensation: No later than when required by statute.
- Property and Boiler: No later than upon acquisition of property.
- Sexual Abuse: Prior to staff interaction with students or prospective students.

Throughout the term of this Charter Agreement, the Sponsor shall provide updated certificates of insurance upon expiration of the current certificates.

8. Governance

8.1 Incorporation, Meetings, and Conflicts of Interest. The Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a non-profit and evidence of its exemption from federal taxation under IRC § 501(c)(3), its Bylaws and amendments or modifications thereto shall be made part of this Agreement.

The Governing Body shall comply with the provisions of T.C.A. § 49-13-109.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling and posting of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year, the Charter School shall provide the Chartering Authority with a schedule of Governing meetings for that school year.

As required by T.C.A. § 49-13-111(f), the Governing Body shall be subject to the conflict of interest provisions contained in T.C.A. § 12-4-101 and 12-4-102.

8.2 Complaints. In that control of instruction is vested in the Governing Body of the Charter School, the Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers before matters are brought to the administration or board of the Chartering Authority. The Governing Body will ensure that the Charter School establishes policies and procedures for employees and policies and procedures regarding complaints and grievances. The Governing Body will make those policies available to students, parents/guardians, employees, and any other persons upon request. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Chartering Authority using the procedures outlined in the KCS Charter School Handbook. Investigation and sanctions by the Chartering Authority are limited to alleged violations of laws or the Charter Agreement.

The Charter School shall notify the Chartering Authority within three (3) business days if it receives notice or is informed that it is a party in a lawsuit.

8.3 **Management.** The Charter School shall report the following to the Chartering Authority within five (5) working days of change:

- The names and contact information of individuals who leave or join the Governing Body;
- Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
- Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.

8.4 **Waivers.** By signing and submitting an application, the sponsor requests a waiver of all education statutes and rules of the state board or department of education and the KCBOE, except those listed in T.C.A. § 49-13-111(p) or included by reference (such as statutes and rules related to licensing of charter school teachers) in Title 49, Chapter 13 (the Tennessee Public Charter Schools Act). The approval of this charter school contract by the KCBOE shall include the approval of these waivers by the Commissioner of Education and such automatic waivers shall be reflected in the contract.

9. Finance

9.1 State and Local Funds

(1) The Chartering Authority shall allocate to the Charter School an amount equal to the per-student state and local funds received by the Chartering Authority and all appropriate allocations or services as provided in federal laws, regulations, and T.C.A. § 49-13-112.
(2) Allocations to the Charter School shall be based on the Tennessee Investment in Student Achievement (TISA) student-generated state and required local funding amount calculated from the Charter School's prior school year student membership, plus the Chartering Authority's current school year per student funding (in excess of the TISA local required contribution) calculated from the Charter School's current year student membership.
(3) Allocations to the Charter School shall not be reduced by the Chartering Authority for any category of cost(s) except for the annual authorizer fee. Any services the Charter School chooses to purchase from the Chartering Authority may be governed by a separate services contract between both parties. The Chartering Authority may deduct associated funds resulting from the cost(s) of any such service(s) from allocations sent to the Charter School.
(4) The Chartering Authority shall distribute funds to the Charter School in no fewer than nine (9) installments beginning in August 2024 in a manner consistent with how state funds are distributed to the Chartering Authority. Each distribution will include documentation reflecting how the amount was calculated, as well as any necessary adjustments, at a minimum reflected in October, February, and June, based on changes in revenue, student enrollment, and/or student services.

9.2 **Tuition.** The Charter School shall not charge tuition.

9.3 **Charter School Debt.** The Charter School is solely responsible for all debt it incurs, and the Chartering Authority shall not be contractually bound on Charter School's account to any third party. The Chartering Authority shall not be liable for the Charter School's unpaid debts if the

Charter School does not have sufficient funds to pay all its debts in the event that it ceases operations.

The Charter School shall notify the Chartering Authority immediately of a default on any obligation owed to the Chartering Authority, which shall include debts for which payments are past due by sixty (60) business days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to the release of the last annual payment.

9.4 **Financial Management.** The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. Before receiving the per pupil allocated funds through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the application) the existence of appropriate governance and managerial procedures and financial controls including

- Accounting methods complying with T.C.A. § 49-13-111(m);
- A checking account;
- Adequate financial procedures, policies, systems, and processes for accounting and payroll;
- An organizational chart;
- Procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual(s) responsible for preparing such financial reports;
- Internal control procedures for cash receipts, disbursements and purchases; and
- Maintenance of asset inventory lists and financial procedures for federal grants in accordance with applicable federal law.

The Charter School shall comply with T.C.A. § 49-13-111, 120, and 124 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state.

9.5 **Financial Records.** After no less than 10 days notice to the Charter School and its Governing Body, all financial records of the Charter School pertaining to the management and operation of the school will be subject to inspection and production as required for fulfillment of the Chartering Authority's fiduciary responsibilities.

10. Benefits

The Charter School shall be responsible for following the requirements set forth in the Memorandum of Understanding between the KCBOE, the State of Tennessee Department of Finance and Administration Benefits Administration, and the Charter School.

The Charter School shall be responsible for any penalties imposed for failure to comply with the Patient Protection and Affordable Care Act (PPACA) (Public Law 111-148 as amended by Public Law 111-152). The Chartering Authority is responsible for its own acts or omissions. This includes but is not limited to penalties under the PPACA amendments to the Public Health Service Act (42 U.S.C. 300gg et. seq.), the employer responsibility section of the Internal Revenue Code (25 U.S.C. 498OH), and regulations implementing those provisions.

11. Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in by the Tennessee Public Charter School Commission for approval or denial by the Chartering Authority and appeal to the state board of education. An amendment shall not become effective, and the Charter School may not take action or implement the change requested in the amendment until the amendment is approved by the Chartering Authority.

Not all changes to school operations constitute material changes to the Agreement that require an amendment. However, the following changes are considered material and require an amendment:

- Changes in any Material Term of this Charter Agreement;
- Changes in the Charter School's mission;
- Changes in school location (change of site and/or adding or deleting sites);
- Changes in enrollment beyond the maximum limit established in this Agreement such as increases of more than 5% total enrollment or 25 students, whichever is less; or reductions of more than 50 students or 15%, whichever is less; and
- Changes in school calendar that reduce the calendar below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in T.C.A. § 49-13-111 (p)(12).

Pursuant to T.C.A. § 49-13-111(a)(2), educational program matters not specifically identified in this Agreement shall remain within the Charter School's authority and discretion.

The following changes do not require an amendment, but the Charter School must notify the Chartering Authority of any of the following within thirty (30) days:

- Changes to the budget submitted in the attached Application, subject to the requirements of state and federal law;
- Changes in the mailing address, phone or fax number, or web address of the Charter School;
- Changes in the members and duties of the Governing Body;
- Changes in the school leader or, if applicable, the chief executive of the charter management organization; and
- Changes in signing authority for the school.

12. Renewal, Revocation, Appeals, Closure and Dissolution

12.1. Renewal. Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than April 1 of the year preceding the year in which this agreement expires and in accordance with KCBOE renewal policies on the standardized application form developed by the Department of Education (April 1, 2034). The renewal application must contain a report of the Charter School's operations, including students' standardized test scores, financial statements, and audits for the eight years immediately preceding the date of the renewal application. No later than January 1, 2034 (three months prior to April 1, 2034), the Chartering Authority shall submit to the Charter School a performance report that reflects the renewal evaluation. T.C.A. § 49-13-121(c). Pursuant to T.C.A. § 49-13-1021(d), the Chartering Authority shall rule by resolution upon whether to approve or deny the renewal application by February 1 of the tenth year of this agreement year in which the Charter Agreement expires (February 1, 2035). "The authorizer shall consider the renewal application,

the annual progress reports required under T.C.A. § 49-13-120, and the renewal performance report required under subsection (b) when deciding whether to approve or deny the public charter school's renewal application." The Chartering Authority shall state its reasons for the non-renewal. The Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. Pursuant to T.C.A. § 49-13-121, the Parties may also amend the Agreement as part of the renewal process.

The Chartering Authority may elect not to renew this Charter Agreement pursuant to T.C.A. § 49-13-121, for any of the applicable reasons in T.C.A. § 49-13-122 including a material violation of any of the conditions, standards, or procedures set forth in this agreement.

Revocation. Except for instances of fraud; misappropriation of funds; flagrant violation of health and safety laws, rules, and regulations; flagrant disregard of the charter agreement; or similar misconduct, the Chartering Authority will provide reasonable notice to the Charter School of non-compliance with applicable laws, rules, or this agreement, and will give the Charter School a reasonable opportunity to cure the non-compliance prior to instituting revocation proceedings pursuant to T.C.A. § 49-13-121 and 22.

Except for instances of fraud; misappropriation of funds; flagrant violation of health and safety laws, rules, and regulations; flagrant disregard of the charter agreement; or similar misconduct, the Chartering Authority will follow a progressive system of notification and calls for corrective action on the part of the Charter School.

The Chartering Authority may revoke this Charter Agreement for any reason set forth in T.C.A. § 49-13-122, including a material violation of any of the conditions, standards, or procedures set forth in this agreement.

If the Chartering Authority determines that any grounds for revocation exist, it may revoke this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-122. Pursuant to T.C.A. § 49-13-122(b), the Chartering Authority shall state its reasons for the revocation.

Appeals. Except for violations of T.C.A. § 49-13-122(a), appeals of a nonrenewal or revocation may be appealed to the state board of education. Such appeal shall be taken within ten (10) days of the Charter School receiving written notice of the nonrenewal or revocation.

12.2 Closure and Dissolution. In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Chartering Authority to ensure orderly closure of the Charter School including, but not limited to:

- Timely notification of parents and teachers of the closure decision;
- Securing student records and transporting them to the chartering authority;
- Assisting in placing students in appropriate schools;
- Managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
- Disposal of school assets in accordance with the Act and this Agreement. "School Assets" shall be defined to include only those assets directly related to the operation of schools within Knox County and shall not include any other assets the Governing body may hold in other regions.

Dissolution of the Charter School following revocation or non-renewal shall comply with T.C.A. § 49-13-110(f) and § 49-13-130. The Charter School shall be responsible for winding down operations, including payment of all debts, obligations, or liabilities incurred at any time by the Charter School. Under no circumstances shall the Chartering Authority be responsible for such obligations.

13. Litigation Notice & Cooperation

The Chartering Authority and Charter School each shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation involving the operation of the Charter School and shall cooperate with each other in the defense of the claim or litigation.

14. Contract Construction

14.1 Waiver. The failure of either Party to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

14.2 Non-Assignability. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School, and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Chartering Authority. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the School, the Charter School agrees to submit all information requested by the Chartering Authority regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their backgrounds. The Charter School shall not enter into a management contract without written approval from the Chartering Authority, which shall not be unreasonably withheld.

14.3 Agreement. Except as stated herein, the Parties intend this Agreement, including all the attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this agreement may be executed from time to time hereafter.

14.4 Survival of Representations and Warranties. All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties provided that this Section shall not affect whether a violation of any condition, standard, or procedure in this Agreement is material for the purposes of T.C.A. § 49-13-122(b). The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

14.5 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the Parties.

14.6 Authority. The individual officers, agents, and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and authority to execute this Agreement.

14.7 Notice. Any notice required under Section 1.5 (change in location), Sections 8.2 & 13 (notice of litigation), Section 7.3 (members of governing body or leadership of Charter School or Charter School's corporate legal status or standing), Section 9.4 (default on debts), Section 11 (requests for amendments and notifications of changes in program or operation), and Section 12.1 (renewal and revocation) of this Agreement shall be in writing, delivered in person or sent by certified mail, postage prepaid. Such notice shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment or receipt, or three (3) business days after mailing when sent by certified mail, postage prepaid.

Unless otherwise agreed in writing, notice shall be sent to the following persons:

For KCBOE: The Director of Schools/Superintendent of Knox County Schools, with a copy to the Chair of the Board of the Knox County Board of Education.

For Knoxville Preparatory School: The School Director, with a copy to the CEO of the Charter School.

KNOXVILLE PREPARATORY SCHOOL

BRAD SCOTT, President

Date: 3/20/24

KNOX COUNTY BOARD OF EDUCATION

BETSY HENDERSON, Chair

Date: _____

KNOX COUNTY GOVERNMENT

GLENN JACOBS, Mayor

Date: _____

CONTRACT NO. _____

APPROVED AS TO LEGAL FORM

GARY DUPLER,
Knox County Deputy Law Director

Date: _____

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KNOXVILLE PREPARATORY SCHOOL

BRAD SCOTT, President

Date: 3/20/24

KNOX COUNTY BOARD OF EDUCATION

Betsy Henderson

BETSY HENDERSON, Chair

Date: 3/7/2024

KNOX COUNTY GOVERNMENT

GLENN JACOBS, Mayor

Date: 3/11/24

Approved by
Knox County Board of Education
3/7/2024

CONTRACT NO. 24-112

APPROVED AS TO LEGAL FORM

GARY DUPLER,
Knox County Deputy Law Director

Date: 2/27/2024

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

The petition from Prep Public Schools to terminate the contract for Knoxville Preparatory School at the end of the calendar year (June 30, 2026). For reference, I have included the amended charter agreement with signatures.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)