KNOX COUNTY
BOARD OF EDUCATION

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Steve Triplett	***Travis Wright***	***Brandy Jenkins***
Seventh District	Eighth District	Ninth District
Jon Rysewyk		***Dominick Pelaia***
Superintendent		Student Representative

REGULAR SESSION
OF THE KNOX COUNTY BOARD OF EDUCATION
SUMMER PLACE BOARDROOM
500 W. SUMMIT HILL DRIVE, KNOXVILLE, TENNESSEE 37902
SEPTEMBER 10, 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. Presentation of Special Education Strategic Plan

6. Consent Agenda

   A. Payment of Bills

   B. Approve Minutes of Meetings

      - August 3, 2026 Regular Session

   C. Ratification of Executive Committee Action

      1. Approve Letter of Intent with Great Smoky Mountains Institute at Tremont to continue work toward a formal transportation arrangement for KCS student participation in approved educational programs in the Great Smoky Mountains National Park

D. Items/Contracts:

1. Approve Contract with the State of Tennessee, Department of Safety and Homeland Security for provision and administration of an authorized Commercial Driver License Third Party Testing Program by Knox County Schools' Transportation Department at an annual cost up to $500.00 for the term of January 1, 2026 through December 31, 2031

2. Approve Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement with Austin Peay State University for the 2026-2027 Academic Year

3. Approve ApplicationXtender Software Support Agreement with InStream, LLC for annual software renewal for digital storage of IEP documentation from November 14, 2026 through November 13, 2027 at a cost of $13,245.00

4. Approve Dual Enrollment Agreement with Johnson University for a term of five (5) years, beginning in the 2026-2027 school year and concluding in the 2030-2031 school year at no cost to Knox County Schools

5. Approve Tennessee Certified Pre-Apprenticeship Application and Memorandum of Understanding/Employer Agreement with Resource Valley Construction Training Council for a framework of training for KCS students to obtain core exemption from first year of post-secondary apprenticeship for a term of five (5) years at no cost to Knox County Schools

6. Approve Agreement with Pop Pxl for provision of school photography and yearbook related services for Bearden Middle School for the 2026-2027 school year at no cost to Knox County Schools

7. Approve Performance Tour Agreement with Gateway Music Festivals & Tours for Bearden Middle School's Band Trip to Orlando, Florida February 11-15, 2027 at no cost to Knox County Schools

8. Approve Tour Confirmation Agreement with Junior Tours for Bearden Middle School's National Junior Honor Society and Student Council Trip to Washington D.C. March 23-26, 2027 at no cost to Knox County Schools

9. Approve Dramatic Performing Rights License Agreement with Music Theatre International for Beaumont Magnet Academy's production of "Disney's Newsies Jr." May 20-22, 2027 at no cost to Knox County Schools

10. Approve Event Contract with Spaces in the City for provision of venue and related services for the Carter High School Prom on April 30, 2027 at no cost to Knox County Schools

11. Approve Production Contract with Music Theatre International for Carter High School's Production of "Guys & Dolls" April 15-17, 2027 at no cost to Knox County Schools

12. Approve Dramatic Rights License Agreement with Music Theatre International for Carter Middle School's Production of "Beauty and the Beast Jr." May 7-8, 2027 at no cost to Knox County Schools

13. Approve Letter Agreement with Disney Destinations, LLC and Terms and Conditions with Priority Coach Inc. for Central High School's Chorus Trip to Orlando, Florida January 2-6, 2027 at no cost to Knox County Schools

14. Approve Production Contract with Music Theatre International for Farragut Middle School's Production of a "Broadway Junior Revue-Pure Imagination" October 22-23, 2026 at no cost to Knox County Schools

15. Approve Production Contract with Music Theatre International for Gibbs High School's Production of "Little Shop of Horrors" April 2-4, 2027 at no cost to Knox County Schools

16. Approve Production Contract with Music Theatre International for Hardin Valley Middle School's production of "Suessical Jr." February 12-13, 2027 at no cost to Knox County Schools

17. Approve License Agreement with Theatrical Rights Worldwide for Karns High School's production of "The Addams Family School Edition" March 18-20, 2027 at no cost to Knox County Schools

18. Approve Production Contract with Music Theatre International for Powell High School's production of "Elf-The Musical" December 3-6, 2026 at no cost to Knox County Schools

19. Approve Tour Agreement with Gerber Tours for Powell Middle School's Band Trip to New York, New York March 3-7, 2027 at no cost to Knox County Schools

20. Approve Production Contract with Music Theatre International for South-Doyle Middle School's production of "Annie Jr." February 24-27, 2027 at no cost to Knox County Schools

21. Approve Commission Agreement with Matt Carlson for composition of a 3 to 5 minute choral work for South-Doyle Middle School's Choir at no cost to Knox County Schools

22. Approve Master Registration Agreement with Turnitin for West High School's license to a suite of proprietary solutions to run plagiarism checks for the term of August 10, 2026 through August 9, 2029 at a cost of $21,474.00 using Internal School Funds

23. Approve Product Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning for West High School's license to student instruction products for the term of August 1, 2026 through August 31, 2027 at a cost of $10,904.76 using Internal School funds

7. Board Policies

A. Approve Knox County Board of Education Policy B-210 "School Board Records" as amended on one reading, waiving second reading required by Board Policy B-200 - *Recommended by Superintendent*

B. Approve change of descriptor code on Board Policy C-260 "Sexual Harassment and Sex-Based Discrimination" to C-261 on one reading, waiving second reading required by Board Policy B-200 - *Recommended by Superintendent*

C. Approve new Knox County Board of Education Policy C-260 "Equal Opportunity and Anti-Discrimination" on one reading, waiving second reading required by Board Policy B-200 - *Recommended by Superintendent*

8. Grants

A. Approve Tennessee Department of Education Fiscal Year 2027 State Special Education Preschool Grant in the amount of $894,550.91 - *Recommended by Superintendent*

B. Approve Grant Contract with the State of Tennessee, Department of Human Services for the term of October 1, 2026 through September 30, 2028 and receipt of Transition School to Work Grant in the amount of $391,199.00 to fund pre-employment transition services to benefit students with disabilities - *Recommended by Superintendent*

C. Approve Tennessee Department of Education Fiscal Year 2027 School Turnaround Program Assurances and receipt of grant funding in the total amount of $250,000.00 for Green Magnet Academy and Northwest Middle School - *Recommended by Superintendent*

D. Approve Grant Contract with the State of Tennessee, Tennessee Arts Commission for the term of July 1, 2026 through June 30, 2027 and receipt of grant funding in the amount of $3,000.00 to fund Professional Learning for KCS Visual Arts - *Recommended by Superintendent*

E. Approve Memorandum of Understanding with the Boys & Girls Clubs of the Tennessee Valley and receipt of up to $114,703.15 in funding from a 2026-2027 21st Century Community Learning Center Grant for extended learning programs at Dogwood Elementary School, Norwood Elementary School, and South Knox Elementary School - *Recommended by Superintendent*

F. Approve TVA STEM Robotics Grants in the total amount of $17,500.00 for Carter Middle School, Gresham Middle School, L&N STEM Academy, Northwest Middle School, South-Doyle High School, and West High School - *Recommended by Superintendent*

G. Approve Peter R. Marsh Foundation Music Grant in the amount of $1,850.00 for Hardin Valley Middle School - *Recommended by Superintendent*

9. Contracts

A. Approve Contracts with Alpha Mechanical Service LLC, Archer Air Conditioning Service Co. Inc., J&F Mechanical, Inc., Lee Company, and McMahan Mechanical, Inc. for provision of Commercial Grade HVAC Installation and Repair up to $1,000,000.00 annually for the term of October 1, 2026 through September 30, 2027, which may be extended for four (4) additional years (Bid 3751) - *Recommended by Superintendent*

B. Approve Amendment to Contract No. 26-267 with Anixter Inc. for provision of Networking Materials to incorporate an updated pricing schedule (RFP 3715) - *Recommended by Superintendent*

10. Regular Agenda Items

A. Approve Fiscal Year 2026 School Nutrition Fund Year-End Budget Adjustment in the amount of $800,500.00 - *Recommended by Superintendent*

B. Approve use of $575,059.12 in remaining funds in previously approved Fund Balance Designation to the Textbook Project Account for the purchase of instructional materials - *Recommended by Superintendent*

11. 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.

Presentation/Report 5.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Presentation of Special Education Strategic Plan

Submitted By: Terri Coatney

Department: Student Success **Division:** Special Education

Explanation

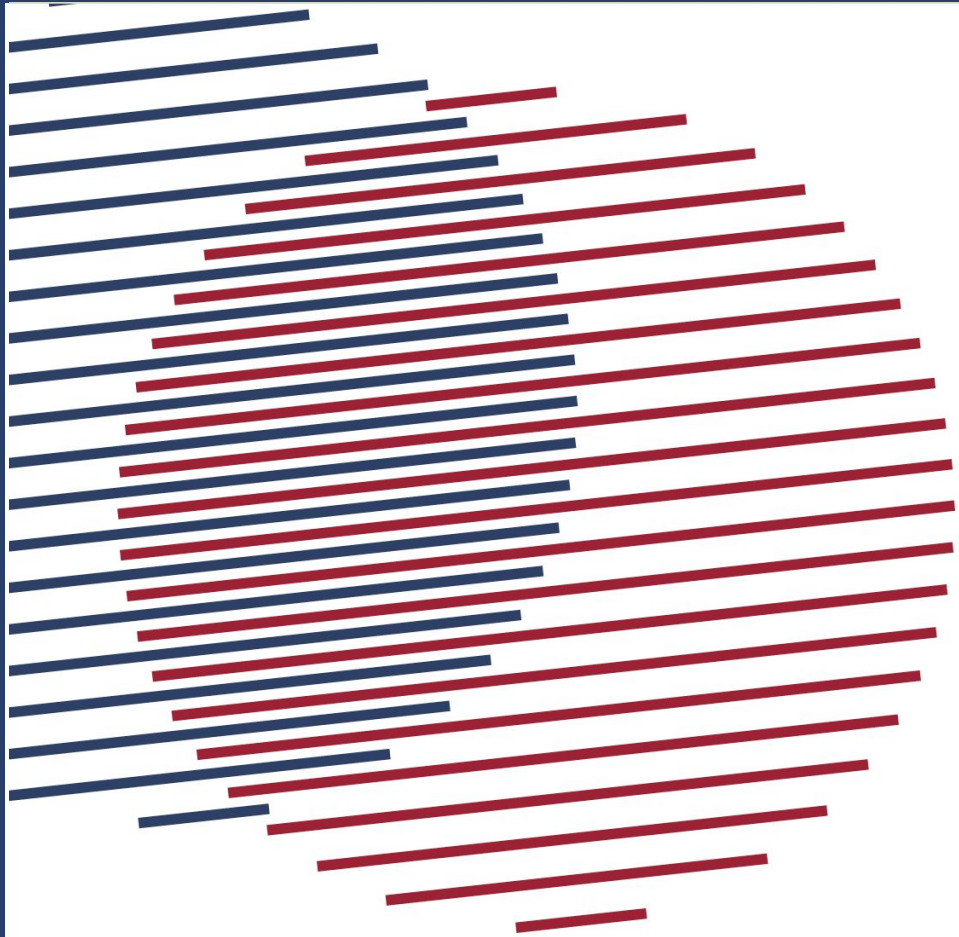
Presentation of Special Education Strategic Plan

Fiscal Impact

Attachments

Presentation

Special Education Strategic Plan



the

P.A.C.T.

Enhancing **Performance**, **Accountability**, **Collaboration**, and **Transitions** through *Individualized Education Plans*

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Goals for Today



Architecture of the P.A.C.T.



Deep Dive: Year One of the P.A.C.T.



Accountability Measures

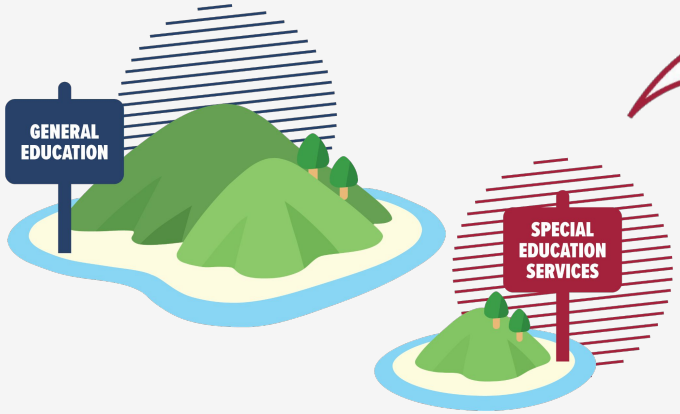


Next Steps

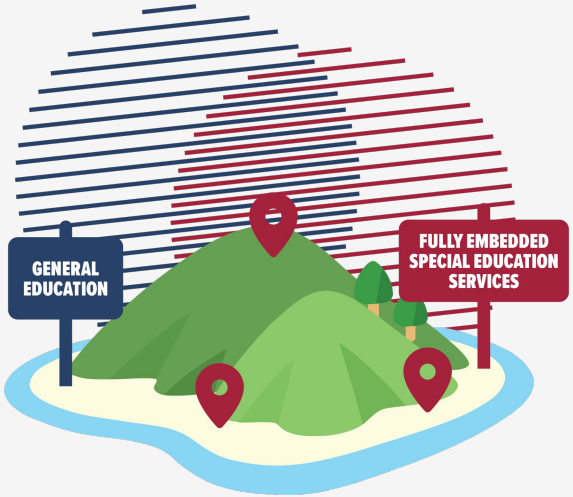
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Architecture of the P.A.C.T.

FROM...



...TO



Architecture of the P.A.C.T.

Five Goals



Ambitious, long-range, targets aligned to the ***KCS 2030 Strategic Plan***

Fifteen Objectives



Three **year-over-year,** continuous improvement targets aligned to each goal

Annual Actions



Discrete, tactical steps to advance each objective with **two opportunities for stakeholder review:** Year 3 & Year 5

Measures of Success

IEP AUDIT

- → Milestone
- → Baseline
- → Measurable

the
P.A.C.T.

Enhancing **Performance**, **Accountability**, **Collaboration**, and **Transitions** through *Individualized Education Plans*

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BECAUSE **WE KNOW...**

Students with IEPs are making gains, but they are not academically progressing at the rate of their typically developing peers.

We have not had an established model for research and innovation to keep pace with promising and emerging strategies.

Students thrive when there is a group of adults wrapped around them, but we have not had a consistent, systematic vision for collaboration.

KNOX COUNTY SCHOOLS

SPECIAL EDUCATION
2031 VISION FOR SUCCESS

EXCELLENCE IN FOUNDATIONAL SKILLS
Students with IEPs will meet or exceed the annual rate of growth demonstrated by their typically developing peers in math and ELA, with at least 16.8% of students reaching proficiency in ELA, and 18.9% reaching proficiency in math.

GREAT EDUCATORS IN EVERY SCHOOL
Schools will effectively deliver inclusive, high-quality instruction for all students and meet the needs of IEPs.

CAREER EMPOWERMENT & PREPARATION
Students will be equipped with the experiences and support needed to graduate ready for enrollment, enlistment, or employment.

SUCCESS FOR EVERY STUDENT
Students have actionable IEPs designed to drive year-over-year improvement.

COMMUNICATION & ENGAGEMENT
Families will be resourced and equipped to be fully collaborative partners in improving special education outcomes.

Excellence in Foundational Skills



__By 2031,__ students with IEPs will meet or exceed the annual rate of growth demonstrated by their typically developing peers in math and ELA, – __with at least 16.8% of students reaching proficiency in ELA, and 18.9% reaching proficiency in math.__

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Excellence in Foundational Skills

Objective 1: Increase ELA achievement year-over-year, with students advancing on par with typically developing peers

Year One Actions	Success Indicators
• Establish baseline IPG data in co-taught classrooms for HQIM implementation and culture of learning • Observe and train general education and special education staff on models of co-teaching and provide curriculum support by region • Train kindergarten special education educators in instructionally coherent interventions	• Third grade reading proficiency increases **by 1.8%** • Overall ELA proficiency **increases to 13%** • Percent of schools using instructional coherence for special education services in kindergarten ELA **increases to 100%.**

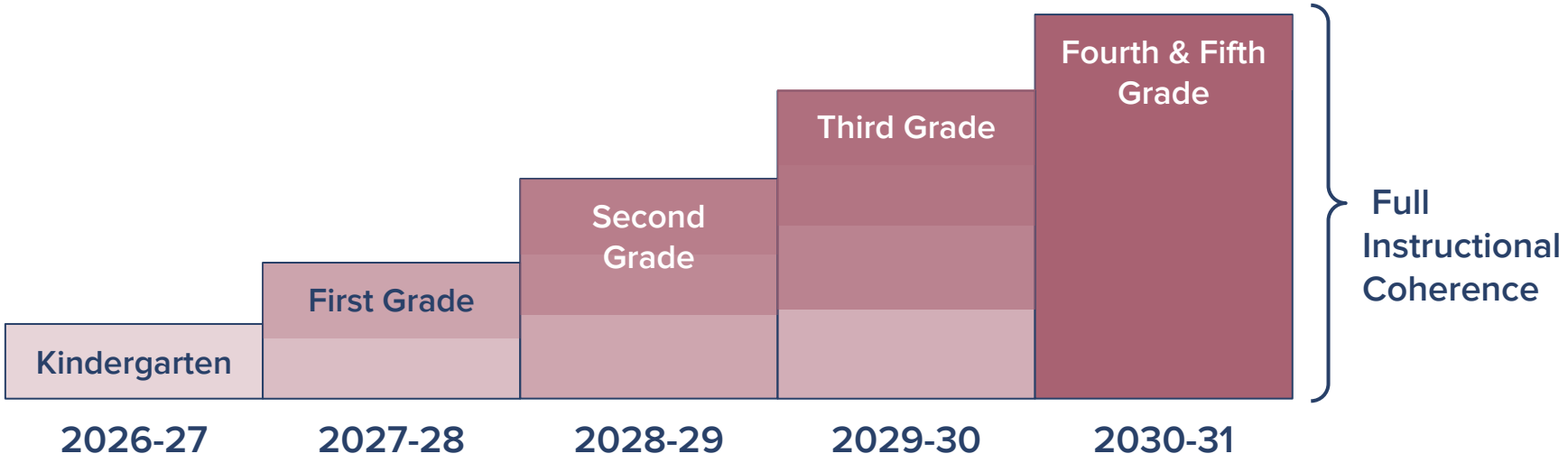
Excellence in Foundational Skills

Objective 2: Increase math achievement year-over-year, with students advancing on par with typically developing peers

Year One Actions	Success Indicators
• Implement consistent and aligned HQIM across all settings and services • Complete co-teaching and service area instructional rounds to collect baseline data regarding levels of coherence across learning environments • Train kindergarten special education educators in instructionally coherent interventions	• **Increase** math proficiency for 6th-8th graders **by 1.9%** • Overall math proficiency **increases to 12.7%** • **Increase** the percent of schools using instructional coherence* for special education services in kindergarten grade math **to 100%.**

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Instructional Coherence: Five Year Milestones



Aligned instruction and intervention, ***grounded in HQIM.***

Excellence in Foundational Skills

IEP AUDIT

Objective 3: Enhance programming and services to academically challenge and drive improvements for Intellectually Gifted students

Year One Actions	Success Indicators
• Audit IEPs of Intellectually Gifted students for high-quality academic goals to meet student needs with same-age, same-grade peers	• **Baseline established** for percent of IG IEPs demonstrating **high-quality academic goals**, and **year-over-year targets** established to reach goal of 100% by 2031

Great Educators in Every School



By 2031, *schools will effectively deliver inclusive, high-quality instruction for all students and meet the needs of IEPs.*

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Great Educators in Every School

Objective 4: Enhance the classroom capacity to effectively meet the needs of students with IEPs in the general education environment

Year One Actions	Success Indicators
• Increase the number of teachers with special education endorsement and the number of teachers with gifted certification through established district-managed pathways • Establish a unique job description for educators with gifted endorsement • Explore district-managed gifted endorsement pathway options for IG certification • District special education staff to attend all Teaching & Learning sessions devoted to instructional coaching • Secure contractor to provide inclusive practices training	• **Certified 125** additional teachers in special education, **and 100** additional teachers with an IG endorsement • **Contractor** for inclusive practices training identified and **secured**

Great Educators in Every School

Objective 5: Build principal capacity to make data-driven, student-focused decisions when scheduling, programming, and facilitating IEPs

Year One Actions	Success Indicators
• Establish core beliefs for inclusive services and data systems to enhance proactive administrative practices • Establish structure for monthly administrative professional development sessions • Send district- and school-level administrators to relevant professional learning opportunities outside KCS	• **School-level APR targets** are established and **baselined** for year-over-year improvement

Core Beliefs

All students are capable of excellence.

The best decisions are made closest to the student.

Inclusion is more than presence, it's belonging.

The Special Education Department exists to proactively research and implement best practice, best-fit strategies to enhance student learning.

Collaboration is the catalyst.

Mandatory action planning template to drive IEP accountability



Action Plan for Follow-up

*This form can be filled out during or after the IEP meeting as needed to ensure all team members know their expectations and follow up actions.

Task	Person Responsible	Deadline	Support Needed	Other/Misc.

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Great Educators in Every School

Objective 6: Develop and implement a plan to effectively staff and resource to student needs

Year One Actions	Success Indicators
• Analyze baseline staffing ratios for school-based and related service personnel • Establish data systems to assess effectiveness of current staffing metrics • Implement data monitoring for initial evaluation timelines to identify strategies for improvement • Establish pilot schools for academic interventionists to serve as case managers	• **94-96%** of highly effective special education teachers are **retained** • Completion rate for evaluation timelines in the APR **increased to 89.4%**

Career Empowerment & Preparation



By 2031, *students will be equipped with the experiences and support needed to graduate ready for enrollment, enlistment, or employment.*

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Career Empowerment & Preparation

IEP AUDIT

Objective 7: Transition Plans are intentionally aligned to the student's unique interests and aptitudes

Year One Actions	Success Indicators
• Train secondary special education staff to develop consistently high-quality transition plans with an accurate course of study according to the TDOE rubric • Develop course of study protocols with the College and Career Readiness Department to define collaborative steps between counselors and case managers • Evaluate the availability of community partnerships for quality postsecondary and transition experience for students at all stages of the continuum of services in KCS	• Transition Plans internally audited to **establish baseline** for year-over-year increase of percent of plans demonstrating alignment to YouScience results, or other relevant aptitude and interest assessment • Percent of audited Transition Plans that meet the state's high-quality standards **increased to 44%**

Career Empowerment & Preparation

Objective 8: Student participation in 865 Academies guaranteed experiences is on par with their typically developing peers	
Year One Actions	**Success Indicators**
• Analyze baseline data for student participation and completion of guaranteed experiences • Identify barriers to student completion of guaranteed experiences	• Student participation in 865 Academies guaranteed experiences **increases to 85%** in each grade

Career Empowerment & Preparation

Objective 9: Close the gap in graduation rates between students with IEPs and their typically developing peers

Year One Actions	Success Indicators
• Establish baseline data for historical graduation trends by school to include disaggregation of courses most commonly failed by students with disabilities • Analyze status of current cohort 9-12 grade cohorts on-track percentages • Observe student intervention practices in high school small learning communities	• Graduation rate **increases to 82.9%**

Success for Every Student



By 2031, *students have actionable IEPs designed to drive year-over-year improvement.*

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Success for Every Student

IEP AUDIT

Objective 10: Enhance the quality and consistency of IEPs

Year One Actions	Success Indicators
• Establish KCS standard for high-quality IEPs • Establish data tracking system, auditing procedures, and cadence for reporting to principals	• **IEPs audited for high-quality baseline,** and year-over-year targets established to **reach goal of 95%** of IEPs audited as high-quality by 2031 • **Overall APR score** from the TDOE **moves from *Needs Intervention* to *Needs Assistance***

School-Level APR Reports

The APR, or Annual Performance Report, is a district-level report submitted annually by the state to the federal government. The report consists of the targeted metrics, including:

- Graduation Rate
- Dropout Rate
- Assessment Results
- Suspension/Exclusion
- Preschool Outcomes
- Least Restrictive Environment
- Disproportionate Representation
- Child Find
- Early Childhood Transition
- Post-School Outcomes

Principals and Region Leaders will receive ***quarterly reports*** on the school-specific metrics highlighted **IN YELLOW**

School-Level APR Reports: **LRE Sample Report**

LRE End-of-Year 2025-26		2025-26 Target =	78.34%				
Region	School	Grade Band	LRE (% of SWD in Gened 80% or More	Vs Target	Vs District	Vs Region	Vs Grade Band
District	District	All	81.37%	3.03%			
District	District	ES	80.42%	2.08%			
District	District	MS	82.46%	4.12%			
District	District	HS	82.37%	4.03%			
Region 2	All	All	80.72%	2.38%	-0.65%		
May 2026			74.56%	-3.78%	-6.80%	-6.16%	-5.86%

Success for Every Student

Objective 11: Enhance the vertical alignment between grade band programs, and standardize the transition process to improve the student experience

Year One Actions	Success Indicators
• Identify vertical alignment gaps between grade level programming	• **Satisfaction** with transition process **baselined using caregiver survey**, and year-over-year improvement targets established • **Protocols** for effective grade *band* transitions are **established**

Success for Every Student

Objective 12: Establish and implement a process for researching and deploying effective, innovative practices to meet student needs

Year One Actions	Success Indicators
• Develop a public portal for soliciting innovative ideas • Explore innovative services and service models across high-performing systems with a focus on forming partnerships in the area of inclusive practices • Analyze partnerships, training, equipment, and programming materials for identified areas of further exploration • Establish process for IDEA complaint evaluation and review	• **Innovation Portal established** • **Evaluate and review 100%** of IDEA complaints

Communication & Engagement



By 2031, *families will be resourced and equipped to be fully collaborative partners in improving special education outcomes.*

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Communication & Engagement

Objective 13: Establish and convene a P.A.C.T. Council to monitor year-over-year progress	
Year One Actions	**Success Indicators**
• Identify & convene group • Set model • Review year 1 progress for revisions needed	• **Quarterly progress reports delivered** by staff **to the Board** of Education, with an **annual summative report presented by the P.A.C.T. Council**

Interest Form closes TOMORROW, September 11



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Communication & Engagement

Objective 14: Leverage family engagement to improve communication and increase satisfaction with services

Year One Actions	Success Indicators
• Launch IEP experience survey to establish baseline data for every school • Establish baseline data for historical legal interactions with KCS families • Develop internal IDEA complaint review process	• **Baseline data collected** to assess the IEP experience from the parent/guardian perspective • **Year over year targets established** in partnership with the P.A.C.T. to improve the IEP experience

IEP Experience Survey

1. I received enough notice to feel prepared for this meeting.
2. I was offered a copy of my rights as a parent (sometimes called “Procedural Safeguards”).
3. The meeting followed the purpose described in the notice, included the participants described in the notice, and I was able to participate.
4. The team used everyday language and explained any terms or acronyms I wasn’t familiar with.
5. I was able to provide input into the decisions made during the meeting.
6. The plan addresses the concerns I raised, and I am confident it will meet my child’s needs.
7. I left this meeting with a clear picture of my child’s goals and supports, what happens next, and who to contact with questions.
8. What would have made this meeting more useful for you?

Distributed by schools via QR code ***after every IEP Team Meeting***, with regular **reports to principals and Region Leaders** and **aggregate results shared with the Board.**

Communication & Engagement

Objective 15: Develop responsive resources, trainings, and materials for families	
Year One Actions	**Success Indicators**
• Audit available family trainings and materials with P.A.C.T. council input to update website, new resources, and new materials for family use • Evaluate communication procedures for family engagement and educational resources	• **Roles and Responsibilities** for Effective IEP Teams **created and distributed** • P.A.C.T. council **audit completed**

Assessing Alignment: **Task Force Recommendations**

Task Force Recommendations	P.A.C.T. Alignment
1. Establish a new code of conduct for Special Education employees and leadership.	**GREAT EDUCATORS - Objective 5:** Establishing core beliefs for inclusive services and data systems to enhance proactive administrative practices; conducting monthly administrative professional development
2. Bring in an expert in inclusion and structural reforms to reimagine education.	**GREAT EDUCATORS - Objective 4:** Secure contractor to provide inclusive practices training
3. Someone other than Knox County Law Department reviews and evaluates cases against KCS.	**SUCCESS FOR EVERY STUDENT - Objective 12:** Establish process for IDEA complaint evaluation and review; evaluate and review 100% of IDEA complaints
4. Always ask, “what is the win?” in fighting parents in litigation.	
5. Establish a non-time-bound council to review the KCS Special Education Department, including progress toward these recommendations	**COMMUNICATION & ENGAGEMENT - Objs 13, 14, 15:** Establish and convene P.A.C.T. Council; review implementation progress and revisions (as needed) with Council; leverage Council input to identify resource, workshop, and training opportunities for families

Immediate Next Steps

October

Convene first P.A.C.T. Council Meeting

Second Quarter

First round of school-level APR report cards developed

December

Progress Report to Board

Accountability Measures

School Level

Regular monitoring through IEP audits and school-level report cards

Council Level

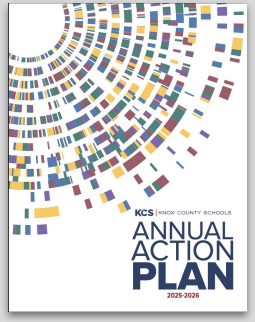
Ongoing review of P.A.C.T. implementation and measures of success

Department Level

Regular progress reports to the Board of Education

District Level

Evaluation of P.A.C.T. objectives through Annual Action Action Plan and Annual Report



OBJECTIVE 1A

Increase third grade reading proficiency year over year.

- Increase 3rd grade proficiency[1] rates on TCAP by 1.8%.
- Increase ELA proficiency[1] for 3rd graders in Region 5 to 32%.
- Execute Year 2 objectives in the KCS Strategic Plan for Literacy.

QUESTIONS



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SPECIAL EDUCATION

P.A.C.T.

Enhancing Performance, Accountability, Collaboration, and Transitions through Individualized Education Plans

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LEARN MORE ABOUT SPECIAL EDUCATION

KNOXSCHOOLS.ORG/SPECIALEDUCATION

MESSAGE FROM THE **SUPERINTENDENT**

The commitment to strengthen special education in Knox County Schools begins with a single, immutable belief: **every student is capable of success**. Realizing that success requires more than access to services. It necessitates strong instruction, consistent practices, meaningful IEPs, effective collaboration, and systems designed to respond and adapt to the ever-changing needs of students.

This work has been years in the making. One of my first acts as superintendent was to call for a thorough examination of our student services and supports. That charge ultimately resulted in the formation of a Special Education Task Force and an actionable series of recommendations for improvement.

Since that time, we have engaged external consultants and internal stakeholders to identify the systems and structures that need to evolve to meet the needs of a changing special education landscape. Our Special Education Department has codified expectations for the IEP process and piloted several improvement strategies.

We have also made meaningful gains. The percentage of special education students spending the majority of their time in the general education setting has increased nearly 12%. Reading and math proficiency is up, and graduation rates are increasing.

Progress like this doesn't happen by accident, but progress alone is not enough.

Despite these gains, students with IEPs are not progressing at the same rate as their peers. That is the gap we must close. The solution will not come from a single initiative or a quick fix. It will come from building the systems, practices, and shared expectations that empower students to reach their full potential. The five-year *Special Education P.A.C.T.* serves as the roadmap for how we will meet our goal of creating a path to success for every student.

Over the next five years, KCS will focus on strengthening foundational skills, developing great educators in every school, expanding college and career readiness, enhancing IEPs, and improving communication and engagement with families. This plan establishes clear annual actions, measurable objectives, and ongoing monitoring to ensure progress is visible, accountability is shared, and adjustments are made when the evidence tells us they are needed.

This is ambitious work, but the most important work often is.

I want to thank the thousands of families and educators who have participated in this process. Together, I am confident we will build a special education system that is consistent, inclusive, and responsive to the needs of every student.

Sincerely,



Dr. Jon Rysewyk
Superintendent



EXECUTIVE SUMMARY

The *Special Education P.A.C.T.* is Knox County Schools' five-year commitment to transform special education from a primarily compliance- and service-driven model into a fully embedded instructional system—one in which students with disabilities experience belonging, high-quality Tier 1 instruction, individualized support, and purposeful preparation for life after graduation.

A PLAN GROUNDED IN LISTENING, EVIDENCE, AND LEARNING

The five-year strategic plan is the culmination of several years of deliberate study, stakeholder engagement, and improvement work. This effort began in 2022 with a deep dive into student support programs and services and the subsequent formation of a Special Education Task Force. Over the next three years, KCS contracted with external consultants to facilitate stakeholder listening sessions, analyze existing systems and services, and identify changes needed to strengthen decision-making, inclusive practices, staff support, and student outcomes.

Together, these efforts established a case for change as well as a direction forward, staked in three key findings:

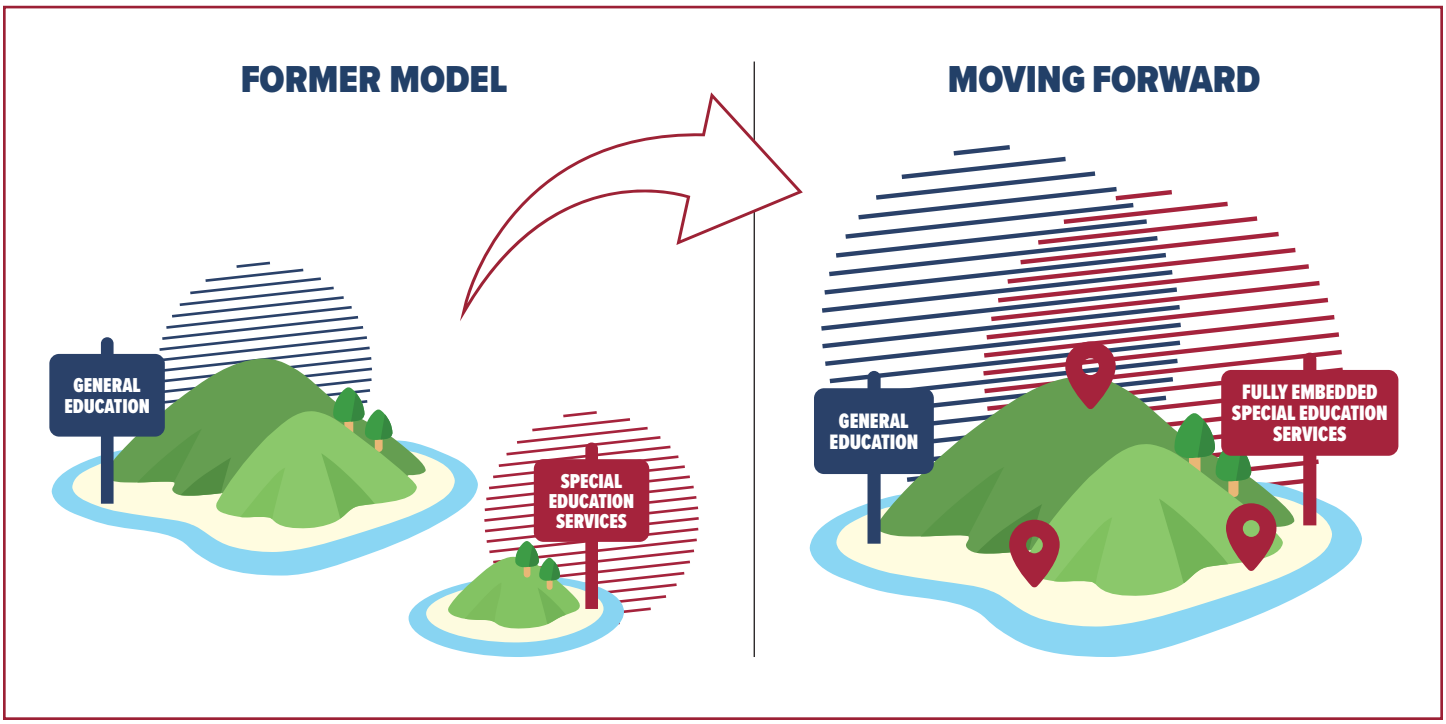
1. KCS students with IEPs are making gains, but they are not academically progressing at the rate of their typically-developing peers.

2. KCS has not had an established model for research and innovation to keep pace with promising and emerging strategies in special education.

3. Students thrive when there is a group of adults wrapped around them, but the district has not had a consistent, systematic vision for collaboration.

FROM SEPARATE SERVICES TO SHARED INSTRUCTIONAL RESPONSIBILITY

This plan aims to fundamentally alter the way KCS understands and organizes special education. Rather than implementing special education through compliance-based programming and pull-out services, the *P.A.C.T.* positions individualized support as an embedded part of teaching and learning. General educators, special educators, administrators, related-service providers, families, and district teams will be trained on shared responsibility and expected to deliver on IEPs that drive meaningful, measurable progress.



TRANSLATING BELIEF TO ACTION

The *Special Education P.A.C.T.* is grounded in five core beliefs, each translated into action through a five-year implementation framework containing long-range objectives, annual actions, and measures of success.

Implementation of the plan will be guided by a standing P.A.C.T. Council that builds and expands on the district's existing Special Education Council. This council will serve as an accountability partner by monitoring and reporting on progress and making ongoing recommendations to strengthen the plan.

CORE BELIEFS

1. The best decisions are made closest to the student.
2. All students are capable of excellence.
3. Inclusion is more than presence; it is belonging.
4. The Special Education Department exists to research, pilot, and implement best-practice, best-fit strategies to enhance student learning and to hold the district accountable for high-quality, consistent services.
5. Collaboration is the catalyst.

THE 2031 COMMITMENT

In short, the *P.A.C.T.* is more than a collection of initiatives. It is a districtwide compact to create durable systems around students, equip educators to meet individual needs, engage families as genuine partners, and measure success through improved student outcomes. Its promise is both ambitious and practical: every student with an IEP should experience an education that is individualized, inclusive, instructionally strong, and intentionally connected to a successful future.

EXCELLENCE IN FOUNDATIONAL SKILLS

Students with IEPs will meet or exceed the annual rate of growth demonstrated by their typically-developing peers in math and ELA—with at least 16.8% of students reaching proficiency in ELA, and 18.9% reaching proficiency in math.

1. Increase ELA achievement year-over-year, with students advancing on par with typically-developing peers.
2. Increase math achievement year-over-year, with students advancing on par with typically-developing peers.
3. Enhance programming and services to academically challenge and drive improvements for Intellectually Gifted students.

GREAT EDUCATORS IN EVERY SCHOOL

Schools will effectively deliver inclusive, high-quality instruction for all students and meet the needs of IEPs.

4. Enhance the classroom capactiy to effectively meet the needs of students with IEPs in the general education environment.
5. Build principal capacity to make data-driven, student-focused decisions when scheduling, programming, and facilitating IEPs.
6. Develop and implement a plan to effectively staff and resource to student needs.

CAREER EMPOWERMENT & PREPARATION

Students will be equipped with the experiences and support needed to graduate ready for enrollment, enlistment, or employment.

7. Transition Plans are intentionally aligned to the student's unique interests and aptitudes.
8. Student participation in 865 Academies guaranteed experiences is on par with their typically-developing peers.
9. Close the gap in graduation rates between students with IEPs and their typically-developing peers.

SUCCESS FOR EVERY STUDENT

Students have actionable IEPs designed to drive year-over-year improvement.

10. Enhance the quality and consistency of IEPs.
11. Enhance vertical alignment between grade band programs, and standardize the transition process to improve the student experience.
12. Establish and implement a process for researching and developing effective, innovative practices to meet student needs.

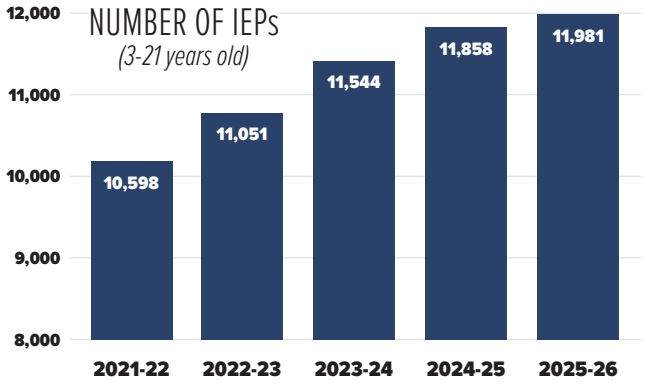
COMMUNICATION & ENGAGEMENT

Families will be resourced and equipped to be fully collaborative partners in improving special education outcomes.

13. Establish and convene a P.A.C.T. Council to monitor year-over-year progress.
14. Leverage family engagement to improve communication and increase satisfaction with services.
15. Develop responsive resources, trainings, and materials for families.

SPECIAL EDUCATION LANDSCAPE

Student needs are ever-evolving, and special education is no exception. Over the last five years, Knox County Schools has made meaningful gains in special education outcomes, though disparities continue to exist between the rate at which students with IEPs are accelerating compared to their typically-developing peers. The district has also observed a significant change in its special education population. Despite an overall decline in student enrollment since 2021-22, the total number of students with IEPs has increased by more than 1,300—representing a proportional increase of 15%. Approximately 70% of the increase in IEPs has been concentrated in certifications for autism and ADHD, further underscoring the need to adapt models for instruction, staffing, services, and collaboration.



IN THE LAST 5 YEARS:

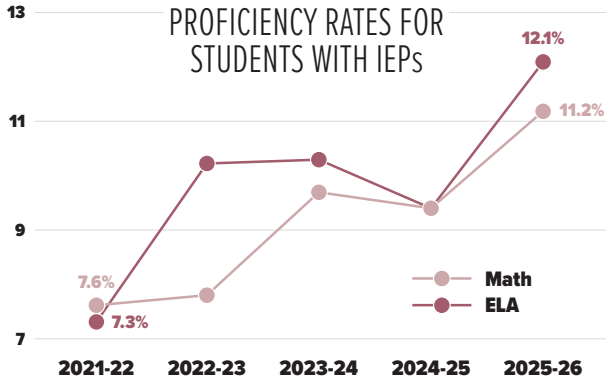
-1,159
decline in total enrollment

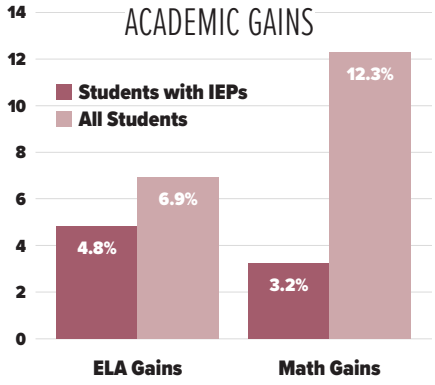
+1,383
increase in IEPs

15%
proportional increase in IEPs

EXCELLENCE IN FOUNDATIONAL SKILLS

Students with IEPs continue to make meaningful gains in foundational skills, with ELA proficiency increasing nearly five percentage points over the past five years and math proficiency increasing more than three percentage points. These improvements reflect the dedication of students, educators, and families across Knox County Schools. However, while achievement is moving in the right direction, students with IEPs are not progressing at the same pace as their typically-developing peers. Closing that gap will require high-quality instruction, targeted supports, and a shared commitment to ensuring every student has the opportunity to reach their full potential.



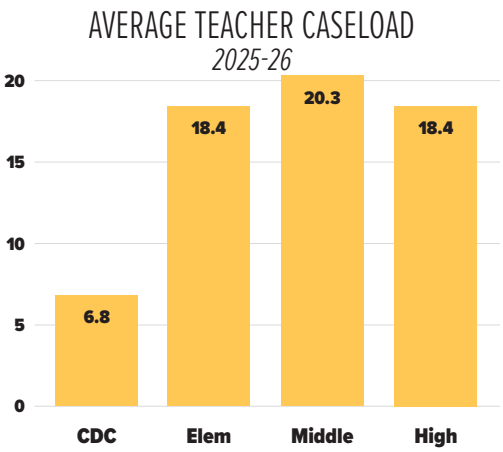


GREAT EDUCATORS IN EVERY SCHOOL

Great educators are the foundation of strong outcomes for any student. Currently, only about one in three staff feel confident that clear co-teaching standards exist or that general education teachers receive sufficient training to support students with IEPs, signaling real opportunity for growth in collaborative practice. Meanwhile, caseloads differ meaningfully by setting, ranging from under seven students in CDC classrooms to averages between 18–20 in general elementary, middle, and high school settings, highlighting the importance of implementing responsive service and support models.

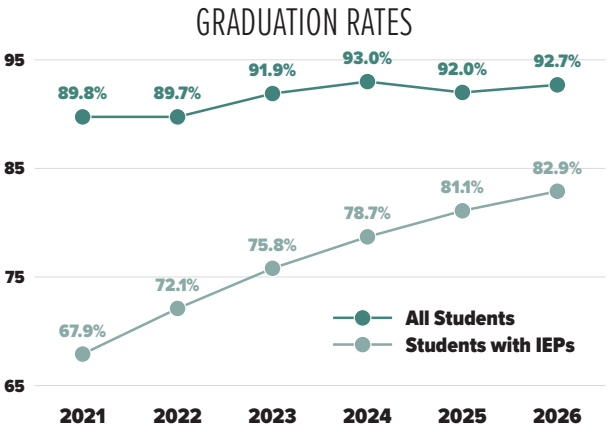
36%
of staff agree KCS has established standards for delivering co-teaching and collaborative instruction

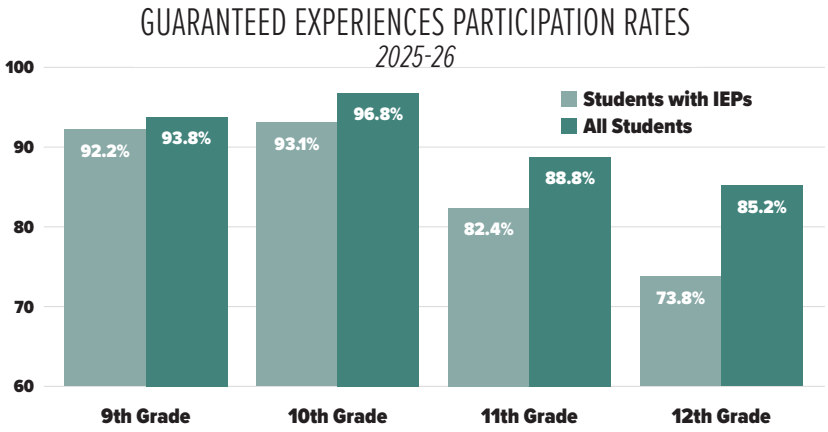
33%
of staff agree general education teachers are given adequate training in effectively supporting students with IEPs



CAREER EMPOWERMENT & PREPARATION

Graduation is a critical milestone for every student. Over the past five years, graduation rates for students with IEPs have increased from 67.9% to 82.9%, highlighting the intentionality and focus that has been directed to preparing every student for life after graduation. The 865 Academies have played a crucial role in closing the graduation gap between students with IEPs and their peers, as well as connecting students to guaranteed industry and post-secondary experiences. While students are participating in these experiences at relatively similar rates in ninth grade, that parity declines as students progress through high school. Addressing this gap will be a core focus of the strategic plan for special education.



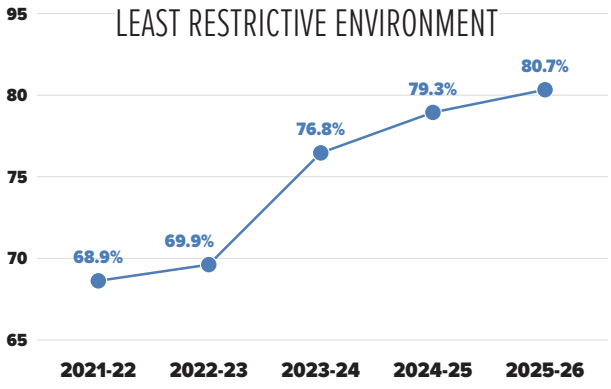


SUCCESS FOR EVERY STUDENT

The landscape of special education in KCS continues to evolve as the number of students receiving individualized services continues to increase, despite an overall decline in student enrollment. While the percent of students with IEPs had increased approximately 15%, the district has expanded inclusive practices, with more than 80% of students with IEPs now spending at least 80% of their day in the general education setting. These gains reflect meaningful progress, but inclusion must be paired with high-quality instruction, appropriate supports, and collaboration to ensure every student thrives.

82%

of parents feel their child is a valued member of the school and is generally included in all academic and non-academic activities



COMMUNICATION & ENGAGEMENT

Meaningful communication and engagement builds trust across district and school staff, families, and community. This year, KCS offered eight special education workshops for families in English and Spanish, aimed at building understanding and participation in the IEP process. While most staff reported feeling equipped to run inclusive IEP meetings, fewer felt confident navigating referral timelines, highlighting where clarity is still needed. KCS remains committed to strengthening two-way engagement so families feel informed and equipped to support their students.

8

workshops offered to families in English and Spanish

79%

of staff agree their school teams know how to conduct IEP meetings to incorporate all voices to develop comprehensive and individualized IEPs

49%

of staff agree that staff in their school fully understand the steps and timelines associated with the special education referral process

STRATEGIC PLANNING PROCESS

The *Special Education P.A.C.T.* is the result of several years of intentional planning, collaboration, and continuous improvement. Guided by a commitment to better serve students, families, and educators, the district has taken a thoughtful, phased approach to evaluating current practices, listening to stakeholder feedback, testing new strategies, and building the systems needed to support lasting change. Rather than pursuing isolated initiatives, each step has informed the next, creating a strong foundation for a shared vision and a clear path forward. This five-year strategic plan reflects that collective work and provides a roadmap for strengthening special education services, improving outcomes for students, and ensuring every student has the support they need to succeed.

2022 – 2023 | STUDENT SERVICES DEEP DIVE

A comprehensive review of key student support areas—RTI/tutoring, ELL, and special education—focused on analyzing performance data, evaluating current practices, and gathering stakeholder input to identify strengths and opportunities for improved alignment and student outcomes. This process provided a deeper understanding of how student support services were being implemented across KCS and highlighted opportunities to strengthen consistency, clarify expectations, and better align practices to student needs. These findings established a foundation for continued improvement and informed the development of future strategic planning efforts.

RECOMMENDATIONS

- *Establish meaningful annual goals that are evaluated in earnest throughout the year*
- *Dedicate to following the IEP*
- *Have all teachers on board and be consistent from teacher to teacher*
- *Communicate with families*
- *Streamline information access*

1,152 *STAKEHOLDERS ENGAGED*

MAY 2023 | ACKERMANN ANALYSIS

To further contextualize findings from the Student Services Deep Dive, KCS contracted with Ackermann to conduct regional focus groups with families to identify key areas of focus for the district. In-person sessions were held at Fulton, Central, Karns, and Bearden High Schools. An additional virtual session was also offered to families.

RECOMMENDATIONS

- *Establish consistent expectations for communication and service delivery across schools*
- *Strengthen accountability for implementing IEPs and monitoring student progress*
- *Ensure meaningful, collaborative IEP meetings—not meetings that feel like a compliance exercise*
- *Empower parents with the information and tools needed to advocate for their students*
- *Create centralized and multilingual resources to help families navigate the system*

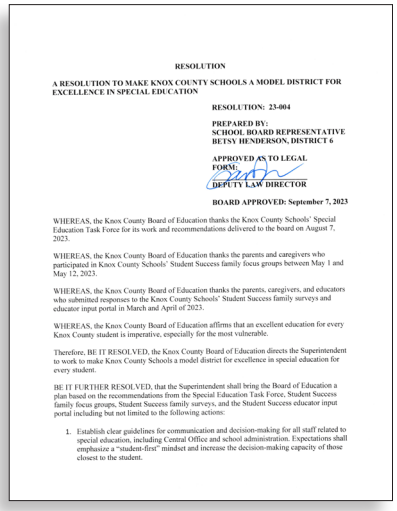
40 *STAKEHOLDERS ENGAGED*

SPRING – SUMMER 2023 | SPECIAL EDUCATION TASK FORCE

Established by the Superintendent, the Special Education Task Force was charged with identifying a set of meaningful and actionable recommendations for KCS and the Knox County Board of Education (KCBOE) to improve special education services and supports. The Special Education Task Force leveraged results of the Ackermann Analysis and Student Services Deep Dive to inform and drive their recommendations. The group consisted of two representatives from each of the district's five regions, and were primarily parents of students with IEPs—reflecting a range of certifications and grade bands. Together, the Task Force presented their findings and recommendations to the KCBOE. These recommendations were later codified in a resolution passed by the KCBOE.

RECOMMENDATIONS

- *Establish a new code of conduct for special education staff and leadership*
- *Bring in an expert in inclusion and structural reforms to reimagine special education*
- *Someone other than the Knox County Law Department reviews and evaluates cases against KCS*
- *Always ask, "What is the 'win' in fighting parents in litigation?"*
- *Establish a non-time bound council to review the Special Education Department, including progress toward these recommendations*



RESOLUTION

A RESOLUTION TO MAKE KNOX COUNTY SCHOOLS A MODEL DISTRICT FOR EXCELLENCE IN SPECIAL EDUCATION

RESOLUTION: 23-004

PREPARED BY:
SCHOOL BOARD REPRESENTATIVE
BETSY HENDERSON, DISTRICT 6

APPROVED AS TO LEGAL FORM:
DEPUTY LAW DIRECTOR

BOARD APPROVED: September 7, 2023

WHEREAS, the Knox County Board of Education thanks the Knox County Schools' Special Education Task Force for its work and recommendations delivered to the board on August 7, 2023.

WHEREAS, the Knox County Board of Education thanks the parents and caregivers who participated in Knox County Schools' Student Success family focus groups between May 1 and May 12, 2023.

WHEREAS, the Knox County Board of Education thanks the parents, caregivers, and educators who submitted responses to the Knox County Schools' Student Success family surveys and educator input portal in March and April of 2023.

WHEREAS, the Knox County Board of Education affirms that an excellent education for every Knox County student is imperative, especially for the most vulnerable.

Therefore, BE IT RESOLVED, the Knox County Board of Education directs the Superintendent to work to make Knox County Schools a model district for excellence in special education for every student.

BE IT FURTHER RESOLVED, that the Superintendent shall bring the Board of Education a plan based on the recommendations from the Special Education Task Force, Student Success family focus groups, Student Success family surveys, and the Student Success educator input portal including but not limited to the following actions:

1. Establish clear guidelines for communication and decision-making for all staff related to special education, including Central Office and school administration. Expectations shall emphasize a "student-first" mindset and increase the decision-making capacity of those closest to the student.

see page 15 to view how the P.A.C.T. is aligned to the Task Force recommendations

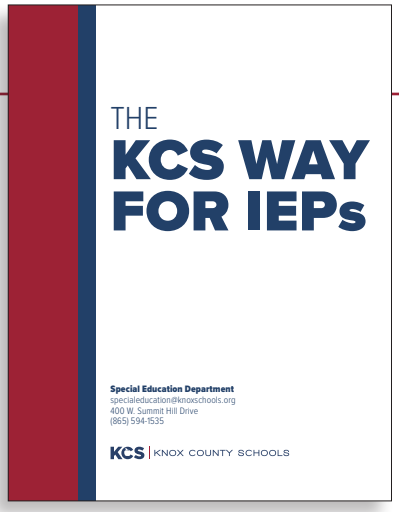
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2023 – 2024 | KCS WAY FOR IEPs

In response to Ackermann findings and Task Force recommendations, the Special Education Department produced the *KCS Way for IEPs*. This framework established a consistent process for developing and implementing IEPs. The *KCS Way for IEPs* provides clear guidance and shared expectations for the IEP process while reinforcing the importance of individualized supports, collaborative decision-making, and student-centered planning.

THE IEP MEETING MISSION

- *Honor individual student needs by recognizing each student's unique strengths and goals*
- *Ensure inclusive opportunities for every student to learn and grow*
- *Partner through collaboration with families, students, and educators*
- *Promote continuous growth through ongoing learning and evidence-based practices*
- *Advocate for student success by removing barriers and providing the meaningful supports*
- *Maintain accountability and transparency through consistent practices and continuous improvement*



STRATEGIC PLANNING PROCESS *CONTINUED*

2024 – 2025 | PCG ANALYSIS

Through a comprehensive partnership with Public Consulting Group (PCG), the district conducted extensive stakeholder engagement, research, and systems analysis to idenitfy specific, high-impact opportunities to permanently improve special education systems and structures. Findings from educators, school leaders, families, and support staff, combined with a review of current practices and organizational structures, provided critical insight into districtwide needs. The PCG Analysis was ultimately used to shape the priorities, strategies, and recommendations in the five-year special education strategic plan.

RECOMMENDATIONS

- *Strengthen consistent, student-centered decision making*
- *Build confidence in compliance and staffing support*
- *Expand access to consistent, high-quality inclusive practices*
- *Address disparities in identification and student achievement*
- *Enhance trust through communication and stakeholder engagement*

3,153 *STAKEHOLDERS ENGAGED*

ACTION PLANNING — YEAR 1

1ST QUARTER	2ND QUARTER
INSTRUCTION	PERSONNEL
• Identification & Placement • Grade-Level Curriculum • Curriculum Modification Training • Aligned Reading Interventions • Expanded PD Opportunities	• Workloads vs. Caseloads • Staffing Allocations

3RD QUARTER	4TH QUARTER
COLLABORATION	MONITORING
• Collaborative Structures for Decision-Making • Communication Consistency • Rebuilding Trust	• APR Reporting & Data-Driven Results

JUL – AUG 2025 ACTION PLANNING

District leaders, school administrators, department teams, and family representatives spent two months collaborating to built a multi-year implementation framework based on the PCG findings. As part of the planning process, KCS surveyed families and staff to assess and prioritize PCG recommendations based on urgency and need. This action planning phase included PCG, the Special Education Department, the Impact & Policy Office, principals, and the Special Education Family Council. Together, stakeholders leveraged their shared expertise to refine priorities, align strategies, and build a roadmap for meaningful, sustainable improvement.

2,162 *STAKEHOLDERS ENGAGED*

2025 – 2026 | PILOT & PLANNING YEAR

The 2025–26 school year served as a critical pilot and planning year for the five-year strategic plan—testing new practices, strengthening systems, and refining implementation strategies across all four priorities. A cohort of ten elementary schools piloted two separate instructional models in K–2 classrooms, staff conducted school-by-school facilitated reviews of LRE, historical APR data was reviewed across compliance and performance indicators, and schedules and IEPs were audited to expand general education access. This established a proven foundation to scale districtwide improvements.

RECOMMENDATIONS

- *Expand the instructional coherence model one grade level per year through fifth grade*
- *Implement HQIM-aligned intervention materials and continue staff training alongside the model's expansion*
- *Develop internal guidance documents and a consistent staffing formula*
- *Build general education capacity to ensure students are genuinely thriving*
- *Develop a school-level report card to monitor graduation trajectory and postsecondary readiness for students with IEPs*
- *Monitor CCR rates as a core accountability measure*
- *Continue the annual IEP and schedule audit with monthly LRE monitoring to flag shifts needing attention*
- *Create a shared resource library for staff, to include the bank of modified content exemplars*

2026 – 2031 | P.A.C.T. IMPLEMENTATION

Grounded in stakeholder feedback, extensive research, and years of intentional planning, the *Special Education P.A.C.T.* establishes a long-term framework for improving outcomes and strengthening services for students with IEPs. The plan is organized around the district's four core priorities—**Excellence in Foundational Skills**, **Great Educators in Every School**, **Career Empowerment & Preparation**, and **Success for Every Student**—as well as a fifth critical domain centered on **Communication & Engagement**.

2031 VISION FOR SUCCESS

- ***Excellence in Foundational Skills*** *— Students with IEPs will meet or exceed the annual rate of growth demonstrated by their typically-developing peers in math and ELA.*
- ***Great Educators in Every School*** *— Schools will effectively deliver inclusive, high-quality instruction for all students and meet the needs of IEPs.*
- ***Career Empowerment & Preparation*** *— Students will be equipped with the experiences and support needed to graduate ready for enrollment, enlistment, or employment.*
- ***Success for Every Student*** *— Students have actionable IEPs designed to drive year-over-year improvement.*
- ***Communication & Engagement*** *— Families will be resourced and equipped to be fully collaborative partners in improving special education outcomes.*

2025–26 PILOT & PLANNING YEAR

The 2025–26 school year served as a foundational pilot and planning year for the *Special Education P.A.C.T.*, launching the work outlined across four core priorities: **Excellence in Foundational Skills**, **Great Educators in Every School**, **Career Empowerment & Preparation**, and **Success for Every Student**. This year served as an opportunity for the Special Education Department to test targeted initiatives, gather data, and refine systems prepare for districtwide implementation. A cohort of ten elementary schools began piloting new instructional approaches for students with IEPs, while other teams focused on compliance, performance, and access. Learning from the pilot year was captured and leveraged to develop the long-range vision for success codified in the *P.A.C.T.*

EXCELLENCE IN FOUNDATIONAL SKILLS

WHAT WE DID

- Trained interventionists on Wilson Reading and Sonday curriculum
- Launched the instructional coherence model in kindergarten classrooms across seven cohort schools

WHAT WE LEARNED

- Standalone intervention programs are less effective when disconnected from the core curriculum and HQIM

WHAT'S NEXT

- Expand the instructional coherence model one grade level per year through fifth grade
- Implement HQIM-aligned intervention materials and continue staff training alongside the model's expansion

GREAT EDUCATORS IN EVERY SCHOOL

WHAT WE DID

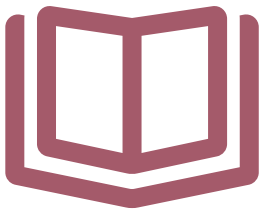
- Conducted a districtwide audit of student schedules and IEPs to identify students who could thrive with more time in the general education setting
- Conducted school-by-school facilitated reviews of LRE

WHAT WE LEARNED

- Staffing formulas lack consistency and schools have no clear method for determining when additional support is needed

WHAT'S NEXT

- Develop internal guidance documents and a consistent staffing formula
- Build general education capacity to ensure students are genuinely thriving






CAREER EMPOWERMENT & PREPARATION

WHAT WE DID

- Conducted a comprehensive review of current and historical APR (federal Annual Performance Report) data across compliance and performance indicators

WHAT WE LEARNED

- KCS meets most elementary-level APR indicators but falls short at the secondary level, particularly in graduation and dropout rates

WHAT'S NEXT

- Develop a school-level report card to monitor graduation trajectory and postsecondary readiness for students with IEPs
- Monitor CCR rates as a core accountability measure

SUCCESS FOR EVERY STUDENT

WHAT WE DID

- Conducted a districtwide audit of student schedules and IEPs to identify students who could thrive with more time in the general education settings
- Developed a bank of modified content exemplars

WHAT WE LEARNED

- Inclusive placement is incomplete without the general education capacity to serve students with IEPs
- Communicating the why behind LRE decisions to principals, teachers, and families is as critical as the placement decision themselves

WHAT'S NEXT

- Continue the annual IEP and schedule audit with monthly LRE monitoring to flag shifts needing attention
- Create a shared resource library for staff, to include the bank of modified content exemplars

2031 VISION FOR SUCCESS

The 2031 vision for success in special education is the result of years of planning, collaboration, research, and piloting. Guided by stakeholder input and a shared commitment to continuous improvement, the *P.A.C.T.* outlines a clear roadmap for the future of special education in Knox County Schools. The beliefs, commitments, and priorities memorialized in this plan will guide the district's work and create meaningful, lasting improvements for students, families, and staff over the next five years. The importance and relevance of this work is further underscored by its alignment to the 2023 Task Force recommendations.

CORE BELIEFS

1 THE BEST DECISIONS ARE MADE CLOSEST TO THE STUDENT

Those who know a student best—teachers, families, and support staff working directly with the student—are best positioned to make decisions about their learning. The district trusts and empowers this expertise to guide every student's path forward.

2 ALL STUDENTS ARE CAPABLE OF EXCELLENCE

Every student, regardless of disability, has the ability to achieve at high levels when given the right supports and expectations. The district refuses to let a label limit what a student can accomplish.

3 INCLUSION IS MORE THAN PRESENCE; IT IS BELONGING

The district strives to move beyond simply providing access to the general education curriculum. True inclusion means that students with IEPs are welcomed, valued, and integrated into the social and academic fabric of every school.

4 BEST PRACTICES, HELD TO THE HIGHEST STANDARD

The Special Education Department exists to research, pilot, and implement best-practice, best-fit strategies to enhance student learning and to hold the district accountable for high-quality, consistent services.

5 COLLABORATION IS THE CATALYST

Silos have no place in effective education. The district believes the most powerful outcomes occur when expertise is shared.

2031 COMMITMENT

EXCELLENCE IN FOUNDATIONAL SKILLS

Students with IEPs will meet or exceed the annual rate of growth demonstrated by their typically-developing peers in math and ELA—with at least 16.8% of students reaching proficiency in ELA, and 18.9% reaching proficiency in math.

GREAT EDUCATORS IN EVERY SCHOOL

Schools will effectively deliver inclusive, high-quality instruction for all students and meet the needs of IEPs.

CAREER EMPOWERMENT & PREPARATION

Students will be equipped with the experiences and support needed to graduate ready for enrollment, enlistment, or employment.

SUCCESS FOR EVERY STUDENT

Students have actionable IEPs designed to drive year-over-year improvement.

COMMUNICATION AND ENGAGEMENT

Families will be resourced and equipped to be fully collaborative partners in improving special education outcomes.

ALIGNING TASK FORCE RECOMMENDATIONS TO THE P.A.C.T.

SPECIAL EDUCATION TASK FORCE RECOMMENDATIONS	P.A.C.T. ALIGNMENT
Establish a new code of conduct for special education staff and leadership	**Great Educators in Every School *Objective 5*** **Annual Actions** • Establish core beliefs for inclusive services and data systems to enhance proactive administrative practices • Establish structure for monthly administrative professional development sessions • Send district- and school-level administrators to relevant professional learning opportunities outside KCS **Success Indicators** • School-level APR targets year over year
Bring in an expert in inclusion and structural reforms to reimagine special education	**Great Educators in Every School *Objective 4*** **Annual Actions** • Secure contractor to provide inclusive practices training **Success Indicators** • Cohorts to complete inclusive practices training with outside contractor year over year
Someone other than the Knox County Law Department reviews and evaluates cases against KCS	**Success for Every Student *Objective 12*** **Annual Actions** • Establish process for IDEA complaint evaluation and review **Success Indicators** • Evaluate and review 100% of IDEA complaints
Always ask, "What is the 'win' in fighting parents in litigation?"	**Communication & Engagement Objective 14** **Annual Actions** • Launch IEP experience survey to establish baseline data for every school • Establish baseline data for historical legal interactions with KCS families **Success Indicators** • Baseline data collected to assess the IEP experience from the parent/guardian perspective • Year over year targets established in partnership with the P.A.C.T. to improve the IEP experience
Establish a non-time bound council to review the Special Education Department, including progress toward these recommendations	**Communication & Engagement Objectives 13, 14, 15** **Annual Actions** • Identify and convene group • Review year 1 progress for revisions needed • Adjust plan according to progress, data, and feedback • Audit available family trainings and materials with P.A.C.T. Council input to update website, new resources, and new materials for family use • Evaluate communication procedures for family engagement and educational resources **Success Indicators** • Quarterly progress reports delivered by staff to the Board of Education, with an annual summative report presented by the P.A.C.T. Council • Plan has been reviewed and revised to reflect changes identified by the P.A.C.T. Council • P.A.C.T. Council audit completed • P.A.C.T. Council has identified resources, trainings, and materials to be created

EXCELLENCE IN FOUNDATIONAL SKILLS

BY 2031

Students with IEPs will meet or exceed the annual rate of growth demonstrated by their typically-developing peers in math and ELA—with at least 16.8% of students reaching proficiency in ELA and 18.9% reaching proficiency in math.

WHAT CHANGES FOR...

STUDENTS

Increased rate of progress on grade-level standards

Greater connection among materials across all settings

STAFF

Enhanced capacity and confidence in selecting and implementing instructional strategies

Ability to effectively leverage high-impact, inclusive strategies in the classroom

FAMILIES

Confidence in the instruction students receive across grade bands

Trust in the team's shared accountability for student achievement

1. Increase ELA achievement year-over-year, with students advancing on par with typically-developing peers

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Actions	Establish baseline IPG[1] data in co-taught classrooms for HQIM[2] implementation and culture of learning Observe and train general education and special education staff on models of co-teaching and provide curriculum support by region Train kindergarten special education educators in instructionally coherent interventions	Establish baseline IPG[1] focused on teacher moves/strategies and student moves Provide targeted feedback and training where HQIM[2] implementation and culture of learning are consistently in the lower bucket on IPG[1] walks Train general education staff on models of co-teaching through dedicated, integrated professional development using IPG data	Provide targeted feedback and training where teacher or student moves are consistently in the lower bucket on IPG[1] walks Train co-teaching teams to collect authentic student evidence and analyze student performance data to select the most appropriate co-teaching model within the context of the lesson objectives and anticipated student needs	Provide targeted feedback and training where student moves are consistently in the lower bucket on IPG[1] walks Monitor the impact of trained co-teaching teams on student achievement Identify exemplar co-teaching teams	Use exemplar individual teachers and co-teaching teams to assist with districtwide professional development based on IPG[1] data and KCS co-teaching/instructional framework Identify co-teaching teams that need additional support to enhance student achievement rate
Success Indicators	Third grade reading proficiency increases by 1.8% Overall ELA proficiency increases to 13% Percent of schools using instructional coherence[3] for special education services in kindergarten ELA increases to 100%	Met or exceeded the targeted increase for third grade reading proficiency, as identified in the Annual Action Plan Overall ELA proficiency increases to 14% Increase the percent of schools using instructional coherence[3] for special education services in first grade ELA to 100%	Overall ELA proficiency increases to 14.9% Increase the percent of schools using instructional coherence[3] for special education services in second grade ELA to 100%	Overall ELA proficiency increases to 15.9% Increase the percent of schools using instructional coherence[3] for special education services in third grade ELA to 100%	Overall ELA proficiency increases to 16.8% Increase the percent of schools using instructional coherence[3] for special education services in fourth and fifth grade ELA to 100%

2. Increase math achievement year-over-year, with students advancing on par with typically-developing peers

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Actions	Implement consistent and aligned HQIM[2] across all settings and services Complete co-teaching and service area instructional rounds to collect baseline data regarding levels of coherence across learning environments Train kindergarten special education educators in instructionally coherent interventions	Utilize instructional round data, ongoing observations, and statewide assessment achievement data analysis to inform integrated professional development for co-teaching teams Train school-based instructional coaches to support co-teaching teams through the use of student data	Develop instructionally coherent practices by supporting educators in understanding coherent academic terminology, instructional routines, visual supports, and purposeful practice to increase student mastery by reducing cognitive lift required when learning is fragmented	Analyze achievement data to baseline across co-teaching teams	Adjust training and support to provide continuous learning and improvement to instructional staff
Success Indicators	Increase math proficiency for 6th–8th graders by 1.9% Overall math proficiency increases to 12.7% Increase the percent of schools using instructional coherence[3] for special education services in kindergarten grade math to 100%	Met or exceeded the targeted increase for third grade math proficiency, as identified in the Annual Action Plan Overall math proficiency increases to 14.3% Increase the percent of schools using instructional coherence[3] for special education services in first grade math to 100%	Overall math proficiency increases to 15.8% Increase the percent of schools using instructional coherence[3] for special education services in second grade math to 100%	Overall math proficiency increases to 17.3% Increase the percent of schools using instructional coherence[3] for special education services in third grade math to 100%	Overall math proficiency increases to 18.9% Increase the percent of schools using instructional coherence[3] for special education services in fourth and fifth grade math to 100%

3. Enhance programming and services to academically challenge and drive improvements for Intellectually Gifted students

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Actions	Audit IEPs of Intellectually Gifted students for high-quality academic goals to meet student needs with same-age, same-grade peers	Provide IEP development training for IG case managers to increase the number of IG IEPs with quality academic goals Establish baseline for number of IG students receiving services in the special education setting	Monitor the number of IG IEPs with quality academic goals to provide targeted training Provide training for service delivery in Tier 1 setting	Analyze the settings where IG students receive services	Monitor the number of IG IEPs with quality academic goals and the service delivery settings
Success	Baseline established for percent of IG IEPs demonstrating high-quality academic goals, and year-over-year targets established to reach goal of 100% by 2031	Percent of IG IEPs demonstrating high-quality academic goals increases to target established in Year 1			

[1] **Instructional Practice Guide (IPG)**: A classroom observation and coaching tool that helps teachers and school leaders design, assess, and coach standards-aligned instruction

[2] **High-quality instructional materials (HQIM)**: Vetted, rigorous classroom curricula, textbooks, digital tools, and lesson plans that align directly with academic standards and use proven teaching methods

[3] **Instructional coherence**: Alignment of instructional practices, curriculum, supports, and expectations across classrooms, schools, and grade levels to create consistent learning experiences for students

GREAT EDUCATORS IN EVERY SCHOOL

BY 2031

Schools will effectively deliver inclusive, high-quality instruction for all students and meet the needs of IEPs.

WHAT CHANGES FOR...

STUDENTS

Consistent exposure to staff that is prepared, poised, and purposeful in delivery to student with diverse learning needs

STAFF

Increased capacity in special education practices among general education teachers

Increased content knowledge among special education teachers

Greater sense of confidence in serving diverse needs across all settings

FAMILIES

Consistent expectations and quality of services across every school and classroom in the district

	Year 1	Year 2	Year 3	Year 4	Year 5
4. Enhance the classroom capacity to effectively meet the needs of students with IEPs in the general education environment					
Annual Actions	Increase the number of teachers with special education endorsement and the number of teachers with gifted certification through established district-managed pathways				
	Establish a unique job description for educators with gifted endorsement Explore district-managed gifted endorsement pathway options for IG certification District special education staff to attend all Teaching & Learning sessions devoted to instructional coaching Secure contractor to provide inclusive practices training	Cohort of district support staff and special education teachers to attend and complete the elementary Literacy Boot Camp Cohort of schools to complete inclusive practices training with outside contractor			
Success Indicators	Certified 125 additional teachers in special education, and 100 additional teachers with an IG endorsement			Certified 50 additional teachers in special education, and 40 additional teachers with an IG endorsement	
	Contractor for inclusive practices training identified and secured	Percent of special education instructional support staff trained in Literacy Boot Camp increases to 25%, with an additional 10 elementary case managers participating in the training Percent of schools trained in inclusive practices increases to 25%	Percent of special education instructional support staff trained in Literacy Boot Camp increases to 50%, with an additional 10 elementary case managers participating in the training Percent of schools trained in inclusive practices increases to 50%	Percent of special education instructional support staff trained in Literacy Boot Camp increases to 75%, with an additional 10 elementary case managers participating in the training Percent of schools trained in inclusive practices increases to 75%	Percent of special education instructional support staff trained in Literacy Boot Camp increases to 100%, with an additional 10 elementary case managers participating in the training Percent of schools trained in inclusive practices increases to 100%
5. Build principal capacity to make data-driven, student-focused decisions when scheduling, programming, and facilitating IEPs					
Annual Actions	Establish core beliefs for inclusive services and data systems to enhance proactive administrative practices Establish structure for monthly administrative professional development sessions Send district- and school-level administrators to relevant professional learning opportunities outside KCS	Implement monthly professional development sessions addressing high-leverage LEA moves in master scheduling, teacher assignments, and fit of services based on data trends to promote proactive problem-solving for student needs Identify high-quality LEA moves across the district addressing IEP development and implementation Develop guidance documents for priority areas of administrative oversight of IDEA programming	Provide targeted coaching for high-leverage LEA moves from Year 2 along with IEP meeting preparation and implementation that focuses on student needs, parent concerns, and resources Develop guidance documents for administrative oversight of full IDEA programming	Perform regular audits with administrative teams to evaluate the overall health of special education programming by school	Perform regular audits with administrative teams to evaluate the overall health of special education programming within the district, region, and grade band
Success	School-level APR targets are established and baselined for year-over-year improvement	Percent of schools that meet 100% of school-level APR targets increases to goal established in Year 1			
6. Develop and implement a plan to effectively staff and resource to student needs					
Annual Actions	Analyze baseline staffing ratios for school-based and related service personnel Establish data systems to assess effectiveness of current staffing metrics Implement data monitoring for initial evaluation timelines to identify strategies for improvement Establish pilot schools for academic interventionists to serve as case managers	Develop models for staffing options Analyze remedial service hours Implement strategies for improvement for initial evaluation timelines Analyze academic interventionist as case manager pilot	Collaborate with business and talent teams to assess impact of staffing options Adjust service delivery models where necessary to provide services according to timelines consistently	Adopt staffing process to accurately address student needs Address areas of need where student outcomes are low or decreasing	Adjust staffing ratios and formulas to accurately address student needs
Success Indicators	94–96% of highly effective special education teachers are retained Completion rate for evaluation timelines in the APR increased to 89.4%	Met or exceeded the target for teacher retention as identified in the Annual Action Plan for highly-effective special education teachers			
		Completion rate for evaluation timelines in the APR increased to 92%	Completion rate for evaluation timelines in the APR increased to 94.7%	Completion rate for evaluation timelines in the APR increased to 97%	Completion rate for evaluation timelines in the APR increased to 100%

CAREER EMPOWERMENT & PREPARATION

BY 2031

Students will be equipped with the experiences and support needed to graduate ready for enrollment, enlistment, or employment.

WHAT CHANGES FOR...

STUDENTS

Connections between classwork and future-readiness

More confidence and clarity in postsecondary options

STAFF

Ownership of student's trajectory and future success across every grade and grade band

Purposeful alignment between classroom and guaranteed experiences

FAMILIES

Will see students connecting daily choices to long-term goals

Will see students entering adulthood with direction and independence

	Year 1	Year 2	Year 3	Year 4	Year 5
7. Transition Plans are intentionally aligned to the student's unique interests and aptitudes					
Annual Actions	Train secondary special education staff to develop consistently high-quality transition plans with an accurate course of study according to the TDOE rubric Develop course of study protocols with the College and Career Readiness Department to define collaborative steps between counselors and case managers Evaluate the availability of community partnerships for quality postsecondary and transition experience for students at all stages of the continuum of services in KCS	Conduct in-house audits to evaluate the quality of transition plan courses of study according to the TDOE rubric Train secondary special education staff to develop consistently high-quality transition goals according to the TDOE rubric Analyze the alignment of student transition surveys and community partnerships to pathways across the district	Audit the quality of transition plans for quality transition goals Train secondary special education staff on quality alignment to KCS student surveys and community resources Create resources detailing available community partnerships for all students	Train secondary special education staff to develop consistently high-quality transition plans aligned to student-selected 865 Academies pathways and community partnerships	Evaluate postsecondary outcomes for recent graduates to inform adjustments needed in transition practices
Success Indicators	Transition Plans internally audited to establish baseline for year-over-year increase of percent of plans demonstrating alignment to YouScience results, or other relevant aptitude and interest assessment Percent of audited Transition Plans that meet the state's high-quality standards increased to 44%	Percent of Transition Plans demonstrating alignment to YouScience results, or other relevant aptitude/interest assessment, increases to target established in Year 1 Percent of Transition Plans audited by the state that meet the APR's quality standards increased to 58%	Percent of Transition Plans audited by the state that meet the APR's quality standards increased to 72%	Percent of Transition Plans audited by the state that meet the APR's quality standards increased to 86%	Percent of Transition Plans audited by the state that meet the APR's quality standards increased to 100%
8. Student participation in 865 Academies guaranteed experiences is on par with their typically-developing peers					
Annual Actions	Analyze baseline data for student participation and completion of guaranteed experiences Identify barriers to student completion of guaranteed experiences	Operationally define guaranteed experiences for all students along the continuum of services Provide training to appropriate staff in collaboration with College and Career Readiness leadership for steps to include students along the continuum of services in relevant guaranteed experiences	Evaluate inclusion data based on operational definition of guaranteed experiences Identify areas of need for further inclusive programming in 865 Academies structures	Adjust services according to data evaluation	Evaluate student access levels compared to baseline and plan for future programming changes
Success	Student participation in 865 Academies guaranteed experiences increases to 85% in each grade	Student participation in 865 Academies guaranteed experiences increases to percent identified in the Annual Action Plan			
9. Close the gap in graduation rates between students with IEPs and their typically-developing peers					
Annual Actions	Establish baseline data for historical graduation trends by school to include disaggregation of courses most commonly failed by students with disabilities Analyze status of current cohort 9–12 grade cohorts on-track percentages Observe student intervention practices in high school small learning communities	Conduct integrated training to high school academy principals on quality interventions for students at-risk of dropping out and data-tracking procedures Provide high school principals with baseline data for commonly failed courses with intervention plan guidance Train district support staff on College & Career Readiness (CCR) measures and related opportunities with KCS Observe student intervention practices in middle school small learning communities	Evaluate performance for students with disabilities subgroup across all CCR measures and identify areas of opportunity Analyze trends in commonly failed courses Provide integrated training to high school counselors to monitor early warning signs and at-risk interventions Provide integrated training to middle school assistant principals on quality interventions for students displaying early warning signs for becoming at-risk of dropping out and data-tracking procedure	Implement consistent practices across all high schools for successful completion of CCR opportunities for students with disabilities Adjust intervention guidance for commonly failed courses based on trends Provide integrated training to middle school counselors to monitor early warning signs and at-risk interventions Provide integrated training to elementary school administrators on secondary data measures and quality interventions for students displaying early warning signs for becoming at-risk of dropping out and data-tracking procedures	Analyze graduation rates and identify remaining gaps in practice for student interventions across all grade levels Evaluate growth of CCR completion for students with disabilities in high school
Success	Graduation rate increased to 82.9%	Graduation rate increased to 85.4%	Graduation rate increased to 87.9%	Graduation rate increased to 90.5%	Graduation rate increased to 93%

SUCCESS FOR EVERY STUDENT

BY 2031

Students have actionable IEPs designed to drive year-over-year improvement.

WHAT CHANGES FOR...

STUDENTS

Services and strategies designed to meet specific needs

Progressive ownership of learning and goals

Experience success in the classroom

STAFF

Enhanced accountability around effective development and implementation of IEPs

Regular quality and consistency audits of IEPs

Special Education Department researches and develops best-practice, best-fit strategies to innovate and improve services

FAMILIES

Enhanced quality and consistency of IEPs

Improved experience transitioning from grade to grade

Connection between the IEP meeting and their child's daily experience

	Year 1	Year 2	Year 3	Year 4	Year 5
10. Enhance the quality and consistency of IEPs					
Annual Actions	Establish KCS standard for high-quality IEPs Establish data tracking system, auditing procedures, and cadence for reporting to principals	Provide targeted professional development to case managers in areas of IEP development identified through IEP audits Evaluate alignment of IEP sections to instructional practices	Provide targeted professional development to case managers to connect areas of IEP training to instructional practices Audit progress monitoring quality	Train case managers for high-quality progress monitoring based on audit results	Evaluate quality measures compared to established baseline data
Success Indicators	IEPs audited for high-quality baseline, and year-over-year targets established to reach goal of 95% of IEPs audited as high-quality by 2031 Overall APR score from the TDOE moves from *Needs Intervention* to *Needs Assistance*	Percent of IEPs audited as high-quality increases year-over-year by percent identified in Y1 Overall APR score from the TDOE moves from *Needs Assistance* to *Meets Requirements*	Percent of IEPs audited as high-quality increases year-over-year by percent identified in Y1 Overall APR score is sustained at *Meets Requirements*		
11. Enhance the vertical alignment between grade band programs and standardize the transition process to improve the student experience					
Annual Actions	Identify vertical alignment gaps between grade level programming	Develop proposals to align programming from preschool to elementary school Assess coherence with grade-level initiatives	Develop proposals to align programming from elementary to middle school Assess coherence with grade-level initiatives	Develop proposals to align programming from middle to high school Assess coherence to postsecondary transition opportunities	Evaluate alignment of programming Pre-K–12
Success Indicators	Satisfaction with transition process baselined using caregiver survey and year-over-year improvement targets established Protocols for effective grade band transitions are established	Satisfaction with transition process increases by percent established in Year 1 Protocols for effective grade level transitions are established Staff are trained on effective grade band transitions	Satisfaction with transition process increases by percent established in Year 1 Staff are trained on effective grade level transitions	Satisfaction with transition process increases by percent established in Year 1	
12. Establish and implement a process for researching and deploying effective, innovative practices to meet student needs					
Annual Actions	Develop a public portal for soliciting innovative ideas Explore innovative services and service models across high-performing systems with a focus on forming partnerships in the area of inclusive practices Analyze partnerships, training, equipment, and programming materials for identified areas of further exploration Establish process for IDEA complaint evaluation and review	Establish research and development agenda Connect with identified experts in areas of exploration Secure partnerships with experts in inclusive practices to inform progressive work within the district	Develop an implementation plan for items identified through research and development Consider adjustments to current inclusive practices based on expert recommendations	Monitor the effectiveness of newly implemented items Engage in ongoing partnerships, research, and development for innovative solutions for Knox County Schools	Make adjustments to newly implemented items to ensure best-fit and enhanced student outcomes
Success	Innovation Portal established Evaluate and review 100% of IDEA complaints	Findings reported to P.A.C.T. Council on a semesterly basis Evaluate and review 100% of IDEA complaints		Adjustments made based on research and development and reported to P.A.C.T. Council on a semesterly basis Evaluate and review 100% of IDEA complaints	

COMMUNICATION & ENGAGEMENT

BY 2031

Families will be resourced and equipped to be fully collaborative partners in improving special education outcomes.

WHAT CHANGES FOR...



STUDENTS

Will receive intentional, meaningful, and high-quality services

Increased sense of confidence, belonging, and independence in the classroom



STAFF

Increased and proactive communication with families

Teachers ensuring accommodations are implemented



FAMILIES

Family orientation when students are identified

Confidence in the IEP process and systems of support

Will know where to direct questions and how to ask for support

Will engage with staff who are receptive to input

	Year 1	Year 2	Year 3	Year 4	Year 5
13. Establish and convene a P.A.C.T. Council to monitor year-over-year progress					
Annual Actions	Identify and convene group Set model Review year 1 progress for revisions needed	Share out progress on identified metrics Highlight groups/teams aligned with specific measures	Step back to review strategic plan and progress Adjust plan according to progress, data, and feedback	Review adjustments and share progress	Plan for future continuous improvement
Success	Quarterly progress reports delivered by staff to the Board of Education, with an annual summative report presented by the P.A.C.T. Council				
		Plan has been reviewed and revised to reflect changes identified by the P.A.C.T. Council		Plan has been reviewed and revised to reflect changes identified by the P.A.C.T. Council	Continuity plan established with the P.A.C.T. Council to maintain progress and momentum
14. Leverage family engagement to improve communication and increase satisfaction with services					
Annual Actions	Launch IEP experience survey to establish baseline data for every school Establish baseline data for historical legal interactions with KCS families Develop internal IDEA complaint review process	Monitor IEP experience survey results by school, region, and grade band Implement targeted professional development for IEP teams Monitor IDEA complaint proceedings	Adjust professional development based on experience and complaint data	Recognize and scale consistently high-performing IEP teams	Compare district experience and complaint monitoring with baseline data
Success Indicators	Baseline data collected to assess the IEP experience from the parent/guardian perspective Year over year targets established in partnership with the P.A.C.T. to improve the IEP experience	Targets established Y1 are met or exceeded			
15. Develop responsive resources, trainings, and materials for families					
Annual Actions	Audit available family trainings and materials with P.A.C.T. Council input to update website, new resources, and new materials for family use Evaluate communication procedures for family engagement and educational resources	Implement family trainings based on year one audit Develop and implement communication and distribution procedures to share family materials	Collect family feedback regarding availability and clarity of resources Evaluate and edit special education website	Adjust family resources based on year three feedback Audit ease of access to family resources	Organize access and delivery of resources to responsively meet the needs of various families across the district
Success	Roles and Responsibilities for Effective IEP Teams created and distributed P.A.C.T. Council audit completed	Family Orientation process and materials established for newly identified students	P.A.C.T. Council has identified resources, trainings, and materials to be created Materials, resources, and trainings are created according to schedule set by P.A.C.T. Council		

APPENDIX

GLOSSARY

Accommodations: Changes in how a student accesses instruction, participates in learning, or demonstrates understanding without altering academic expectations or learning standards.

Annual Action Plan (AAP): A one-year operational guide that lists the specific objectives KCS will use over the next twelve months to reach its larger goals.

Annual Performance Rating (APR): A yearly report that states submit to the U.S. Department of Education to show their progress in carrying out the Individuals with Disabilities Education Act (IDEA).

Co-Teaching: An instructional model in which general education and special education teachers work together to plan, deliver, and assess instruction for a shared group of students.

Continuum of Services: The range of instructional settings, supports, and service delivery models available to meet the diverse needs of students with IEPs.

Early Intervention: Services and supports provided as early as possible to address developmental, academic, behavioral, or social-emotional needs and improve long-term outcomes for students.

Guaranteed Experiences: Mandatory, hands-on learning activities that connect high schools students to real-world careers.

High-quality Instructional Materials (HQIM): Vetted, rigorous classroom curricula, textbooks, digital tools, and lesson plans that align directly with academic standards and use proven teaching methods.

Individuals with Disabilities Education Act (IDEA): The federal law in the United States that guarantees eligible children with disabilities a free and appropriate public education.

Inclusive Practices: Instructional and schoolwide approaches that ensure students with IEPs are meaningfully included in academic, social, and extracurricular opportunities alongside their peers to include co-teaching, UDL, and other approaches.

Individualized Education Program (IEP): A legally binding written plan that outlines special education services, goals, and support for an eligible student with a disability.

Instructional Coherence: Alignment of instructional practices, curriculum, supports, and expectations across classrooms, schools, and grade levels to create consistent learning experiences for students.

Instructional Framework: A shared, research-based guide that defines how teaching and learning should happen at KCS.

Instructional Practice Guide (IPG): A classroom observation and coaching tool that helps teachers and school leaders design, assess, and coach standards-aligned instruction.

Instructional Rounds: A collaborative process for observing, analyzing, and improving teaching and learning.

Intellectually Gifted (IG): A student whose intellectual ability, creativity, and potential for achievement are so outstanding that the student's need exceed differentiated general education programming.

Least Restrictive Environment (LRE): A principle under IDEA requiring students with IEPs to be educated alongside peers without disabilities to the maximum extent appropriate.

Related Services: Supportive services required to assist a student with a disability in benefiting from special education, such as speech therapy, occupational therapy, transportation, or counseling.

Response to Intervention (RTI/RTI^2): A framework used to identify and support students with academic or behavioral needs through progress monitoring, targeted interventions, and data-based decision-making.

Tier 1 Instruction: Core instruction and supports provided to all students within the general education environment as part of a multi-tiered system of support.

Transition Plans: A section of a student's IEP that outlines measurable goals and support services to help them move successfully from high school to adult life.

Universal Design for Learning (UDL): An educational framework that guides the design of flexible learning environments and instructional practices to reduce barriers and support learning for all students.

YouScience: An innovative aptitude and career discovery tool that combines psychometric aptitude testing , interest inventories, and career guidance to match individuals with personalized career and educational pathways.

ALIGNING TASK FORCE RECOMMENDATIONS

SPECIAL EDUCATION TASK FORCE RECOMMENDATIONS	P.A.C.T. ALIGNMENT
Establish a new code of conduct for special education staff and leadership	**Great Educators in Every School *Objective 5*** **Annual Actions** • Establish core beliefs for inclusive services and data systems to enhance proactive administrative practices • Establish structure for monthly administrative professional development sessions • Send district- and school-level administrators to relevant professional learning opportunities outside KCS **Success Indicators** • School-level APR targets year over year
Bring in an expert in inclusion and structural reforms to reimagine special education	**Great Educators in Every School *Objective 4*** **Annual Actions** • Secure contractor to provide inclusive practices training **Success Indicators** • Cohorts to complete inclusive practices training with outside contractor year over year
Someone other than the Knox County Law Department reviews and evaluates cases against KCS	**Success for Every Student *Objective 12*** **Annual Actions** • Establish process for IDEA complaint evaluation and review **Success Indicators** • Evaluate and review 100% of IDEA complaints
Always ask, "What is the 'win' in fighting parents in litigation?"	**Communication & Engagement Objective 14** **Annual Actions** • Launch IEP experience survey to establish baseline data for every school • Establish baseline data for historical legal interactions with KCS families **Success Indicators** • Baseline data collected to assess the IEP experience from the parent/guardian perspective • Year over year targets established in partnership with the P.A.C.T. to improve the IEP experience
Establish a non-time bound council to review the Special Education Department, including progress toward these recommendations	**Communication & Engagement Objectives 13, 14, 15** **Annual Actions** • Identify and convene group • Review year 1 progress for revisions needed • Adjust plan according to progress, data, and feedback • Audit available family trainings and materials with P.A.C.T. Council input to update website, new resources, and new materials for family use • Evaluate communication procedures for family engagement and educational resources **Success Indicators** • Quarterly progress reports delivered by staff to the Board of Education, with an annual summative report presented by the P.A.C.T. Council • Plan has been reviewed and revised to reflect changes identified by the P.A.C.T. Council • P.A.C.T. Council audit completed • P.A.C.T. Council has identified resources, trainings, and materials to be created

APPENDIX *CONTINUED*

FAMILY EXPERIENCE SURVEY

Thank you for participating in this meeting to support your student. You know your child best, and your voice matters to us. Your answers help us make these meetings better for every family. This survey takes about 2–5 minutes, and your responses will not affect your child's services in any way.

ABOUT THE MEETING

1. Which school does your child attend?

2. When was your child's meeting?

3. What type of meeting was this?
IEP, 504, S-Team, I am not sure

4. I received enough notice and information to feel prepared for this meeting.
Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree

5. I was offered a copy of my rights as a parent (sometimes called "Procedural Safeguards").
Yes / No

6. The meeting followed the purpose described in the notice, included the participants described in the notice, and I was able to participate.
Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree

7. The team used everyday language and explained any terms or acronyms I wasn't familiar with.
Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree

8. I was able to provide input to the decisions made during the meeting.
Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree

9. The plan addresses the concerns I raised, and I am confident it will meet my child's needs.
Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree

10. I left the meeting with a clear picture of my child's goals and supports, what happens next, and who to contact with questions.
Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree

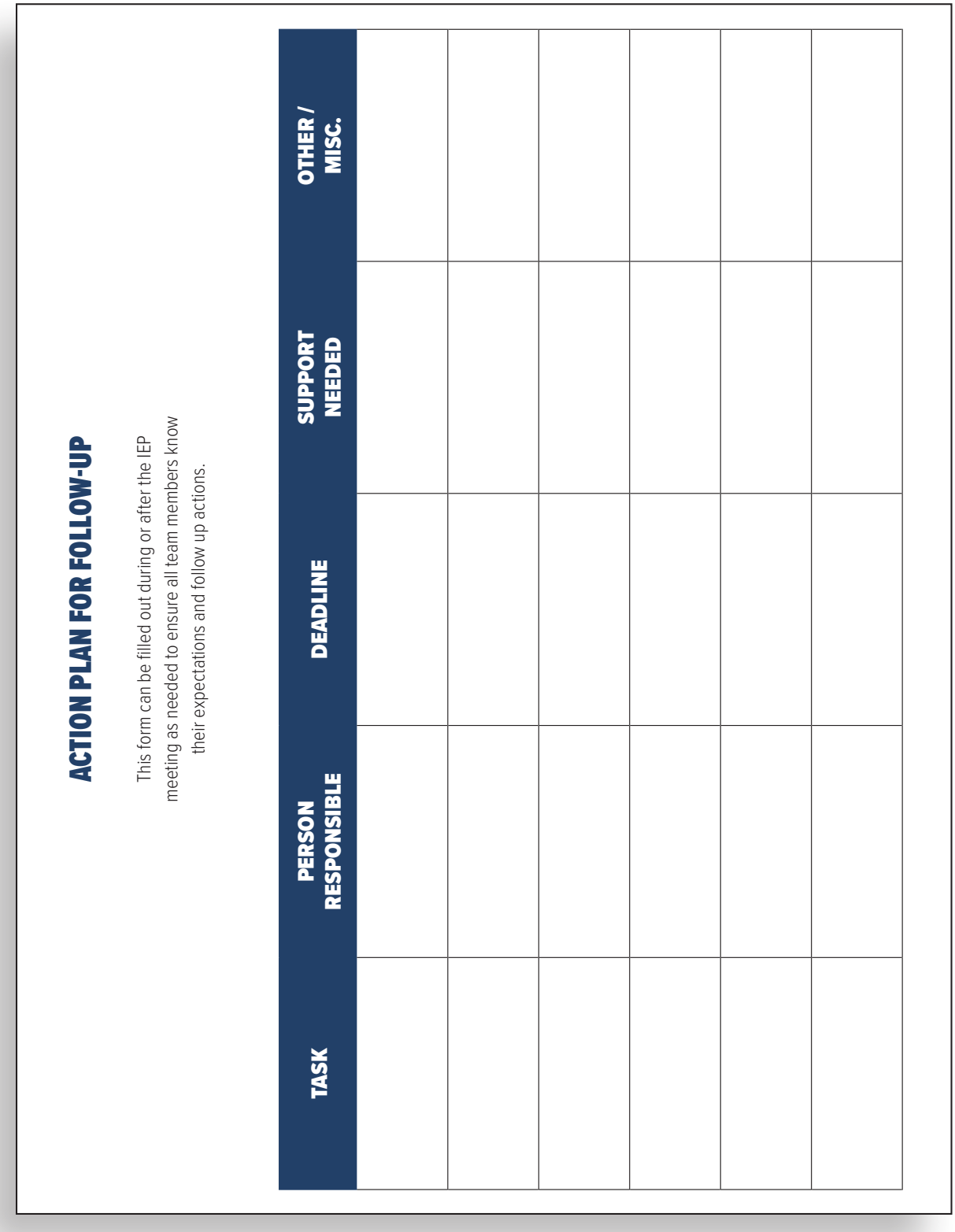
11. What would have made this meeting more useful for you?

12. If you'd like to share your email address, you're welcome to. Responses are anonymous unless you choose to include it.

Thank you. Your feedback goes directly to the people who plan and lead these meetings, and we use it to improve.

ACTION PLAN FOR FOLLOW-UP

This document serves as an action plan template used to guide follow-up during monthly professional development sessions and IEP meetings. Its purpose is to assign specific action items to specific personnel with clear deadlines, allowing administrators to track progress and follow up effectively. Using the same template across both scenarios builds consistency and familiarity while keeping the process simple.



ACTION PLAN FOR FOLLOW-UP

This form can be filled out during or after the IEP meeting as needed to ensure all team members know their expectations and follow up actions.

TASK	PERSON RESPONSIBLE	DEADLINE	SUPPORT NEEDED	OTHER / MISC.

SPECIAL EDUCATION LEADERSHIP

KCS has a team of highly qualified, passionate content-area experts to execute the plan set forth in the Special Education Strategic Plan. This team and full-scale implementation of this strategic plan will be led by:



Dr. Andrew Brown
Assistant Superintendent of Student Services



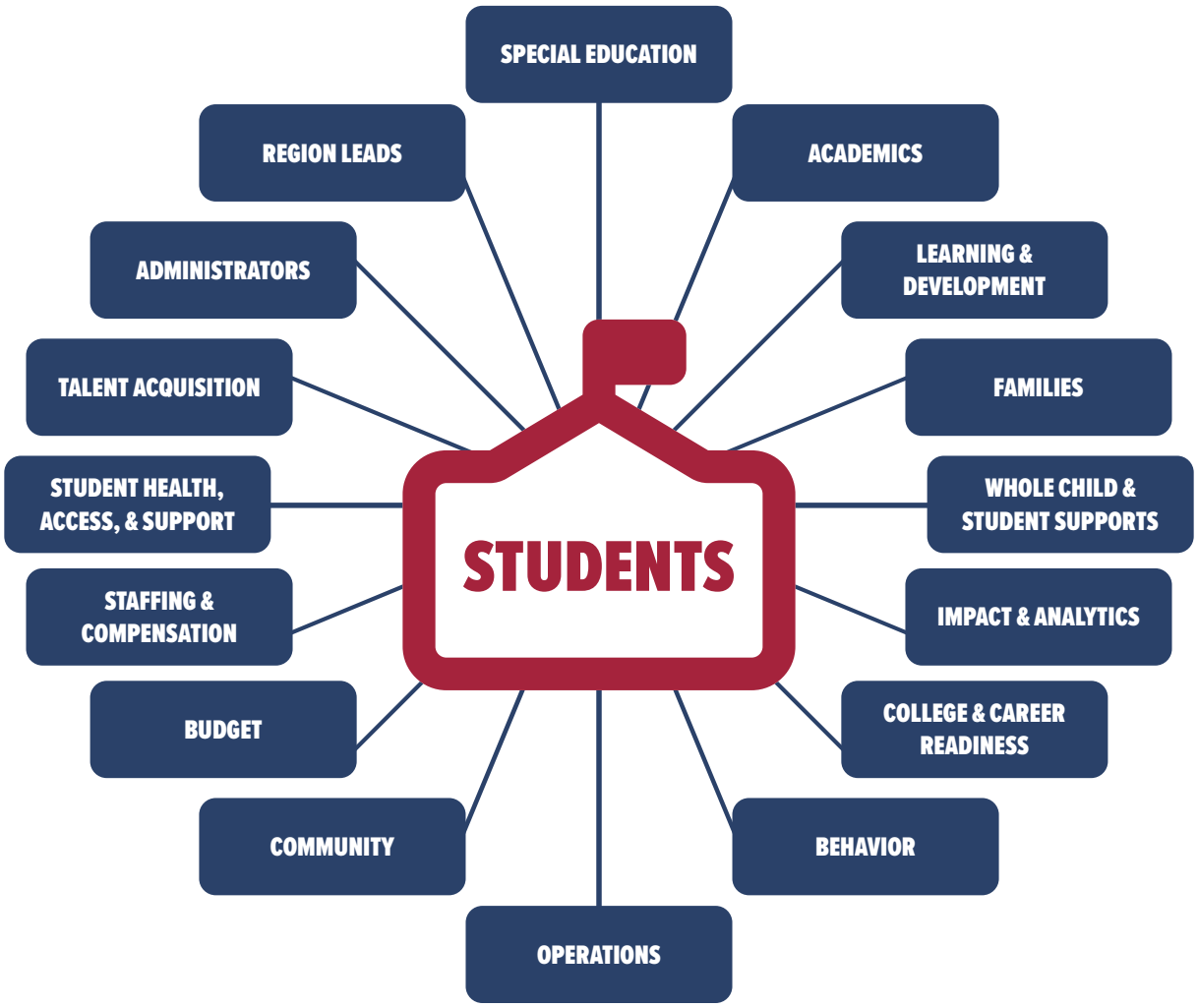
Dr. Brad Carr
Executive Director of Inclusive Services



Michelle Flynn
Director of Special Education

SPECIAL EDUCATION SUPPORT

Every school in KCS is supported by collaborative teams across several district office departments, including Academics, Whole Child Support, Operations, and College & Career Readiness. Special education services are strengthened through teams of content experts and school support specialists who partner with schools to provide consistent, targeted, and responsive support that enhances instructional practices, builds staff capacity, and improves student outcomes.



DISTRICT LEADERSHIP

BOARD OF EDUCATION

BREYAUNA HOLLOWAY
District 1

ANNE TEMPLETON
District 2, Vice Chair

PATRICIA FONTENOT-RIDLEY
District 3

KATHERINE BIKE
District 4, Chair

LAUREN MORGAN
District 5

LEE ANN EAVES
District 6

STEVE TRIPLETT
District 7

TRAVIS WRIGHT
District 8

BRANDY JENKINS
District 9

DOMINICK PELAIA
Student Representative

OFFICE OF THE SUPERINTENDENT

DR. JON RYSEWYK
Superintendent

KORI LAUTNER
Assistant Superintendent of Impact & Policy

ADRIAN RUCKER
Senior Advisor

DIVISION LEADERSHIP

DR. KEITH WILSON
Assistant Superintendent of Academics

JENNIFER HEMMELGARN
Assistant Superintendent of Business & Talent

DR. GARFIELD ADAMS
Assistant Superintendent of Operations

DR. ANDREW BROWN
Assistant Superintendent of Student Services

KCS | KNOX COUNTY SCHOOLS

VISION

Be the cornerstone of education in Knox County, empowering students to grow their talents, strengths, and skills to build a stronger community.

MISSION

Prepare students for life by providing a high-quality education that is accessible, meaningful, and future-focused.

CONNECT with KCS

knoxschools.org

400 W. Summit Hill Drive
Knoxville, TN 37902

KCS | KNOX COUNTY SCHOOLS

Consent 6. B.

Board of Education Regular Session-5:00 PM
Meeting Date: 09/10/2026
Minutes of Meetings
Submitted By: Terri Coatney
Department: Board of Education/Superintendent

Explanation
Approve Minutes of Meetings

- August 3, 2026 Regular Session

Fiscal Impact

Attachments

8-3-2026 Regular Session Minutes

KNOX COUNTY BOARD OF EDUCATION
REGULAR SESSION
AUGUST 3, 2026

MINUTES

The Knox County Board of Education met in regular session at 5:00 pm on Thursday, August 3, 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:	Dr. 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
	Dominick Pelaia, Student Representative
Staff Present:	Dr. Jon Rysewyk, Superintendent
	Dr. Garfield Adams, Assistant Superintendent of Operations
	Dr. Andrew Brown, Assistant Superintendent of Student Services
	Jennifer Hemmelgarn, Assistant Superintendent of Business and Talent
	Kori Lautner, Assistant Superintendent of Policy and Impact
	Dr. Keith Wilson, Assistant Superintendent of Academics
	Terri Coatney, Board Executive Assistant
Attendees:	Gary Dupler, Knox County Deputy Law Director

Chair Kristy presiding

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

[Video timestamp: 38:15]

2 Announcements

On behalf of the Board, Kristi Kristy welcomed teachers and school staff members as they reported back for the 2026-2027 school year on August 3. She also expressed best wishes to students returning for the new school year on August 10 a wonderful first half-day of school.

[Video timestamp: 38:58]

3 Changes to the Agenda

Travis Wright requested the addition of Item 11F.

[Video timestamp: 39:18]

4 Approval of the Agenda

On motion made by Betsy Henderson, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 40:20]

5 Special Recognition of Brickey-McCloud Elementary School, 2026 National Gold Star School

Assistant Superintendent Dr. Keith Wilson provided remarks.

[Video timestamp: 42:31]

6 Special Recognition of Outgoing Board Members

Board Chair Kristi Kristy and Board Members Dr. John Butler and Betsy Henderson were recognized for their service as their terms were ending on August 31, 2026. Travis Wright provided remarks.

Public Forum

- Angie Bush of Knox County, Tennessee.

[Video timestamp: 46:41]

7 Presentation of Long-term Vision for Success for Special Education

Assistant Superintendent Kori Lautner and Executive Director of Inclusive Services Brad Carr presented.

Public Forum:

- Cortney Piper of Knox County, Tennessee.

[Video timestamp: 58:30]

8 Consent Agenda

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 2:52:10]

A Payment of Bills

B Approve Minutes of Meetings
- July 6, 2026 Work Session
- July 9, 2026 Regular Session
- July 22, 2026 Policy Review

C Items/Contracts:

1 Approve License Agreement with Knoxville Expo Center, LLC for use of exhibit hall space for the 2027 Knox County Schools Nutrition Food Show on February 11, 2027 at an estimated cost of $9,402.00

2 Approve annual Form Agreement for School Bus Services

3 Approve Letter of Engagement with Pugh & Company, P.C. to examine Tennessee Consolidated Retirement System (TCRS) Fiscal Year 2025 census data at a cost not to exceed $7,500.00

4 Approve Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement with Carson-Newman University for the 2026-2027 school year

5 Approve Educator Preparation Provider/Local Education Agency Primary Partnership Agreement with Johnson University for the 2026-2027 school year

6 Approve Educator Preparation Provider/Local Education Agency Primary Partnership Agreement with Lincoln Memorial University for the 2026-2027 school year

7 Approve Educator Preparation Provider/Local Education Agency Primary Partnership Agreement for Instructional Leadership with Lincoln Memorial University for the 2026-2027 school year

8 Approve Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement with South College for the 2026-2027 school year

9 Approve Memorandum of Understanding for AIMS/TIGER Evaluation Implementation for the 2026-2027 school year

10 Approve Tennessee Department of Education Agreement for Special Education Services for provision of special education services to Tennessee School for the Blind and Tennessee School for the Deaf for the 2026-2027 school year

11 Approve Guided Inquiry Design® District Partnership Agreement with BLV Consulting, LLC to establish the partnership structure and terms of the Knox County Schools' partnership license at a cost of $3,000.00 through August 14, 2027, which may be extended for four (4) additional years

12 Approve Form Subscription Agreement with Ballfrog.com, LLC, authorizing school administrators to enter into said agreement for application and website services related to school athletic programs for a three (3) year term, which may be extended for two (2) additional years

13 Approve Form Agreement with Perry Weather, authorizing school administrators to enter into said agreement for weather equipment and detection services related to school athletic programs for a one (1) year term, which may be extended for four (4) additional years

14 Approve Memorandum of Understanding with Ford Next Generation Learning for Phase 5, Year 3 of the Ford Next Generation Learning Roadmap to assist high schools with developing pathways to industry certifications and degree credentials at a cost of $52,660.00

15 Approve Memorandum of Understanding with Builders Exchange of Tennessee to formalize a collaborative Construction Trades Education Partnership for the 2026-2027 school year, which may be extended for four (4) additional years

16 Approve Memorandum of Understanding with Niswonger Foundation for the "AP Access for All" program and provision of online advanced placement courses to all Knox County Schools high school students from July 1, 2026 through June 30, 2030 at no cost to Knox County Schools

17 Approve Social Mobility Leadership Network (SMLN) Program and District Agreement with the Aspen Institute and College Board for Knox County Schools' participation in the 2026-2029 SMLN Cohort for the term of July 1, 026 through June 30, 2029 at no cost to Knox County Schools

18 Approve Dual Enrollment Memorandum of Understanding with Carson-Newman University for the 2026-2027 Academic Year at no cost to Knox County Schools

19 Approve Dual Enrollment Memorandum of Understanding with East Tennessee State University for the term of August 2026 through July 2027 at no cost to Knox County Schools

20 Approve Dual Enrollment Agreement with Middle Tennessee State University for the 2026-2027 Academic School Year at no cost to Knox County Schools

21 Approve Dual Credit Conditions and Agreement with Pellissippi State Community College for the 2026-027 Academic Year at no cost to Knox County Schools

22 Approve Dual Enrollment Agreement with Roane State Community College for the term of August 1, 2026 through July 31, 2027 at no cost to Knox County Schools

23 Approve Dual Enrollment Agreement with Tennessee College of Applied Technology Knoxville for the term of July 1, 2026 through June 30, 2027 at no cost to Knox County Schools

24 Approve Dual Enrollment Memorandum of Understanding with Tennessee Tech University for the 2026-2027 Academic Year at no cost to Knox County Schools

25 Approve Dual Enrollment Memorandum of Understanding with Tusculum University for the 2026-2027 School Year at no cost to Knox County Schools

26 Approve Dual Enrollment Agreement with The University of Tennessee Chattanooga for the 2026-2027 Academic School Year at no cost to Knox County Schools

27 Approve Dual Enrollment Memorandum of Understanding with The University of Tennessee Martin for the 2026-2027 Academic Year at no cost to Knox County Schools

28 Approve Tour Agreement with Bob Rogers Travel for Carter High School's Band Trip to New York, New York March 16-20, 2027 at no cost to Knox County Schools

29 Approve Agreement with Lighthouse Knoxville for venue and related services for Cedar Bluff Middle School's 8th grade dance on May 25, 2027 at no cost to Knox County Schools

30 Approve Sponsor Travel Agreement with Signature Elite Tours for Halls High School's band trip to Orlando, Florida March 5-9, 2027 at no cost to Knox County Schools

31 Approve Business Partnership Agreement with Herff Jones for provision of Custom Student Regalia for Hardin Valley Academy for the 2026-2027 School Year

32 Approve Letter of Intent with Music Travel Consultants for transportation, lodging, food, activities, and tour arrangements for Hardin Valley Academy's Marching Band Trip to the Bands of America Grand National Championships in Indianapolis, Indiana November 11-15, 2026 at no cost to Knox County Schools

9 Board Policies

Assistant Superintendent Kori Lautner presented regarding proposed policy changes related to the Age Appropriate Materials Act.

Public Forum

- Michelle Christian of Knox County, Tennessee.
- Michael O'Malley of Knox County, Tennessee.
- Rebecca O'Malley of Knox County, Tennessee.
- Annastasia Williams of Knox County, Tennessee.

[Video timestamp: 2:52:26]

A Approve Knox County Board of Education Policy I-211 "Selection of Instructional Materials Other than Textbooks" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

On motion made by Dr. John Butler, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:08:12]

B Approve Knox County Board of Education Policy I-212 "Reconsideration of Instructional Materials and Textbooks" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

Steve Triplett made a motion to approve Board Policy I-212 as amended with "and posted on the Board of Education webpage" added to page 4, line 18 following the word "Board." Dr. John Butler seconded the motion.

[Video timestamp: 4:08:41]

C Approve Knox County Board of Education Policy I-241 "School Libraries" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

On motion made by Dr. John Butler, seconded by Travis Wright

Vote: 9 - 0 Passed

[Video timestamp: 4:09:49]

D Approve Knox County Board of Education Policy I-170 "Extracurricular Activities" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

Pubilc Forum

- Joseph Peeden of Knox County, Tennessee.

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:08:12]

E Approve Knox County Board of Education Policy I-171 "Interscholastic Athletics" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:13:15]

F Approve Knox County Board of Education Policy I-222 "Internet Safety" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

On motion made by Dr. John Butler, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:14:55]

G Approve new Knox County Board of Education Policy I-223 "Use of Digital Devices in Grades K-5" on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:24:28]

H Approve Knox County Board of Education Policy I-440 "Wellness Policy" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

On motion made by Dr. John Butler, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:27:10]

I Approve Knox County Board of Education Policy J-359 "Private Practitioners" as amended on one reading, waiving second reading required by Board Policy B-200 - *Discussed at Policy Review*

On motion made by Katherine Bike, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:27:31]

10 Grants

A Approve Tennessee Department of Education Fiscal Year 2027 Voluntary Pre-K (VPK) Grant in the amount of $2,216,087.92 with required in-kind matching funds of $1,932,000.00 - *Recommended by Superintendent*

On motion made by Katherine Bike, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:27:55]

B Approve Tennessee Department of Education U. S. Department of Agriculture Fresh Fruit and Vegetable Program (FFVP) Grant in the total amount of $383,050.00 for multiple Knox County Schools - *Recommended by Superintendent*

On motion made by Katherine Bike, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:28:20]

C Approve Elementary School Dental Program Agreement with Elgin Children's Foundation for the term of July 1, 2026 through June 30, 2027 and an Elgin Children's Foundation Grant up to $8,000.00 for student transportation costs associated with the program - *Recommended by Superintendent*

On motion made by Katherine Bike, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:28:40]

D Approve FIRST Robotics Competition Grant in the amount of $2,500.00 for L&N STEM Academy -*Recommended by Superintendent*

On motion made by Dr. John Butler, seconded by Katherine Bike

Vote: 9 - 0 Passed

[Video timestamp: 4:29:04]

E Approve University of Tennessee Space Grant Consortium Grant in the amount of $2,789.70 for Powell High School - *Recommended by Superintendent*

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:29:18]

F Approve Change Order to Design Contract with Design Innovation Architects, Inc. for Innovative School Model Project at Fulton High School at a cost of $19,993.05 - *Recommended by Superintendent*

On motion made by Anne Templeton, seconded by Patricia Fontenot-Ridley

Vote: 9 - 0 Passed

[Video timestamp: 4:29:35]

11 Contracts

A Approve Contract with Alcoholism Services of Knoxville, Inc. Midway Rehabilitation Center for provision of Drug and Alcohol Testing Services at an annual cost up to $17,000.00 for the term of September 1, 2026 through August 31, 2027, which may be extended for four (4) additional years (Bid #3748) - *Recommended by Superintendent*

On motion made by Patricia Fontenot-Ridley, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:29:56]

B Approve Contracts with Gallaher and Associates, Inc., Massey Construction, Inc., and SafeT Systems, Inc. for provision of Fire Alarm Monitoring and Related Services at an annual cost up to $100,000.00 for the term of September 1, 2026 through August 31, 2029, which may be extended for six (6) additional years (Bid #3738) - *Recommended by Superintendent*

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:30:24]

C Approve Contract with American Fidelity Assurance Company for provision of Section 125 Administration for the term of January 1, 2027 to December 31, 2029, which may be extended for an additional two (2) years (RFP #3743) - *Recommended by Superintendent*

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:30:52]

D Approve contract with EyeMed Vision Care, LLC for provision of Employee Vision Insurance Benefit Services for the term of January 1, 2027 to December 31, 2028, which may be extended for one (1) additional year (RFP #3734) - *Recommended by Superintendent*

On motion made by Patricia Fontenot-Ridley, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:31:14]

E Approve Increase to the Design Contract with Thomas Caldwell, Architect in the amount of $63,940.00 for costs related to additional work on the Gibbs High School Partial Roof Replacement (Original Contract No. 24-704 approved by Board on October 3, 2024) - *Recommended by Superintendent*

On motion made by Travis Wright, seconded by Anne Templeton

Vote: 9 - 0 Passed

[Video timestamp: 4:31:37]

F Approve change in contractor to upgrade the current Gibbs High School baseball field into a versatile, state-of-the-art multi-use athletic field, with existing donated funds previously approved by this Board -*Board Member Travis Wright*

On motion made by Travis Wright, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:31:57]

12 Regular Agenda Items

A Approve Transfer of Balance in the Lonsdale Construction Account in the amount of $873,548.77 to the Halls Middle School Gym Improvements and Western Heights Solution Accounts -*Recommended by Superintendent*

On motion made by Steve Triplett, seconded by Dr. John Butler

Vote: 9 - 0 Passed

[Video timestamp: 4:32:18]

B Approve Fund Balance Designation in the amount of $480,000.00 for the Purchase of Maintenance and Operations Department Vehicles - *Recommended by Superintendent*

On motion made by Travis Wright, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:32:39]

C Approve 2026-2027 Knox County Schools Differentiated Pay Plan - *Recommended by Superintendent*

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:32:55]

D Approve 2027 Employee Health Insurance Premium Rates - *Recommended by Superintendent*

On motion made by Dr. John Butler, seconded by Anne Templeton

Vote: 9 - 0 Passed

[Video timestamp: 4:33:11]

E Approve Certified Retirement Incentive Plan - *Recommended by Superintendent*

Assistant Superintendent Jennifer Hemmelgarn presented.

On motion made by Steve Triplett, seconded by Lauren Morgan

Vote: 9 - 0 Passed

[Video timestamp: 4:33:26]

F Approve school zone adjustment for property located in the 7100 block of Northshore Drive to move the balance of a single property from the Bearden Elementary School Zone to the Sequoyah Elementary School Zone -*Recommended by Superintendent*

On motion made by Steve Triplett, seconded by Betsy Henderson

Vote: 9 - 0 Passed

[Video timestamp: 4:54:23]

G Approve school zone adjustment to the 200 block of John Sevier Highway to move the entirety of a new apartment complex out of the New Hopewell Elementary School Zone to the Bonny Kate Elementary School Zone -*Recommended by Superintendent*

On motion made by Travis Wright, seconded by Steve Triplett

Vote: 9 - 0 Passed

[Video timestamp: 4:58:06]

13 Public Forum

- Candace Bannister of Knox County, Tennessee addressed the Board regarding bullying.
- Jim Golden of Knox County, Tennessee addressed the Board regarding school matters.
- Jim Dee of Knox County, Tennessee addressed the Board regarding his appreciation for Board Member service.

[Video timestamp: 4:58:34]

14 Board Forum

- Dominick Pelaia expressed excitement about his upcoming senior year.
- John Butler thanked Board Members, Superintendent Rysewyk, and KCS staff for his special recognition and their support during his term on the Board. He also shared his appreciation for Knox County Schools.
- Anne Templeton thanked the outgoing Board Members for their service.
- Patricia Fontenot-Ridley shared her appreciation for Bearden High School's rich art programs.She also thanked the outgoing Board Members for their service.
- Katherine Bike thanked the outgoing Board Members for their service. She also shared her excitement for the new school year.
- Lauren Morgan thanked the outgoing Board Members for their service.
- Betsy Henderson stated that it was her pleasure and honor to have served on the Board. She also shared her excitement for the new school year and thanked teachers for their service.
- Steve Triplett thanked the outgoing Board Members for their service.
- Travis Wright thanked the outgoing Board Members for their service.
- Kristi Kristy thanked everyone for their support during her term. She also thanked Johnny Knoxville for his support of South-Doyle High School.

[Video timestamp: 5:08:27]

The meeting was adjourned at 9:42 PM.

Date Approved:

Chair:

_____

Secretary:

_____

Consent 6. C. 1.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Greak Smoky Mountains Institute at Tremont Letter of Intent

Submitted By: Terri Coatney

Department: Board of Education/Superintendent

Explanation

Approve Letter of Intent with Great Smoky Mountains Institute at Tremont to continue work toward a formal transportation arrangement for KCS student participation in approved educational programs in the Great Smoky Mountains National Park

Fiscal Impact

Attachments

Letter of Intent
Fiscal Note

LETTER OF INTENT

Between Knox County Schools and Great Smoky Mountains Institute at Tremont
Regarding Student Transportation for Educational Programs in Great Smoky Mountains National Park

This Letter of Intent is entered into by and between the Knox County Board of Education, also known as Knox County Schools ("KCS"), and Great Smoky Mountains Institute at Tremont ("Tremont"), a Tennessee nonprofit organization.

Purpose

Tremont is applying for funding through the Tennessee Volkswagen Diesel Settlement Environmental Mitigation Trust Medium- and Heavy-Duty Vehicle Grant Program to support the purchase of all-electric school buses and associated charging infrastructure.

Tremont's purpose in pursuing this funding is to provide transportation for local students to participate in approved educational programs in Great Smoky Mountains National Park, including programs offered by Tremont and/or the National Park Service. These programs may include outdoor learning experiences, field trips, curriculum-based education programs, and other school-approved educational activities.

KCS and Tremont share an interest in reducing transportation barriers that may limit student participation in educational field experiences, outdoor learning, and place-based education in Great Smoky Mountains National Park.

Intent to Work Toward Transportation Provider Status

KCS acknowledges that Tremont is seeking to become eligible to provide student transportation services for KCS educational trips to approved programs in Great Smoky Mountains National Park, including Tremont and/or National Park Service education programs.

KCS is willing to continue working with Tremont toward an appropriate transportation arrangement, which may take the form of a memorandum of understanding, service agreement, contractor agreement, or other written agreement approved by KCS.

The parties understand that Tremont is not seeking to serve as a regular daily route contractor for KCS. Rather, Tremont's proposed transportation services would be limited to transportation associated with student participation in approved educational programs, field trips, outdoor learning experiences, and related school-approved activities in Great Smoky Mountains National Park.

Conditions for Future Transportation Services

Before Tremont provides any student transportation services for KCS, Tremont must satisfy all applicable KCS, state, and federal requirements. These may include, but are not limited to:

- Approval of all buses by KCS and applicable state authorities;
- Compliance with applicable school bus specifications and inspection requirements;
- Required insurance coverage, including naming KCS as an additional insured if required;
- Use of drivers approved by KCS and included on the KCS Driver Eligibility Roster;
- Compliance with applicable background check, fingerprinting, drug and alcohol testing, and driver qualification requirements;

- Compliance with applicable KCS Transportation Department procedures, policies, and administrative directives;
- Compliance with requirements related to student safety, student interaction, incident reporting, communications, GPS, video systems, and pre- and post-trip inspections;
- Execution of a final agreement approved through the required KCS process.

Grant Application Documentation

KCS understands that Tremont's purchase of the proposed electric buses depends on grant selection and that Tremont may not own the buses at the time of grant application. KCS further understands that bus-specific approval and final transportation authorization would occur after the buses are identified, reviewed, purchased, inspected, and approved.

For purposes of Tremont's grant application, this Letter of Intent is intended to document KCS's willingness to continue working with Tremont toward a formal transportation arrangement, subject to Tremont meeting all applicable requirements and subject to final approval by KCS.

Non-Binding Nature

This Letter of Intent does not create a binding obligation for KCS to approve Tremont as a transportation provider, assign routes, authorize transportation services, or enter into a final agreement. Any final transportation arrangement must be reviewed and approved in accordance with KCS policies, procedures, and approval requirements.

This Letter of Intent also does not authorize Tremont to transport KCS students unless and until all required approvals are obtained and a final written agreement is executed.

Signatures

For Knox County Schools:

Name: Jon Rysewyk

Title: Superintendent

Signature: _____

Date: 8/17/2026

For Knox County Board of Education:

Name: Kristi Kristy

Title: Board Chair

Signature: Kristi Kristy

Date: 8/17/2026

For Great Smoky Mountains Institute at Tremont:

Catey McClary, President & CEO

Signature: _____

Date: _____

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education Executive Committee on the 17th day of August, 2026, and was ratified by the Board on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

DIRECTOR OF SCHOOLS

_____

Dr. Jon Rysewyk, Superintendent

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-517

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Ratification of Executive Committee Action on Letter of Intent with the Great Smoky Mountains Institute at Tremont to document KCS' willingness to continue working with Tremont toward a formal transportation arrangement for KCS student participation in approved educational programs in the Great Smoky Mountains National Park if Tremont secures funding through the Tennessee Volkswagen Diesel Settlement Environmental Mitigation Trust Medium and Heavy-Duty Vehicle Grant Program

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)

Consent 6. D. 1.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

State of Tennessee, Department of Safety and Homeland Security Contract

Submitted By: Terri Coatney

Department: Operations **Division:** Transportation

Explanation

Approve Contract with the State of Tennessee, Department of Safety and Homeland Security for provision and administration of an authorized Commercial Driver License Third Party Testing Program by Knox County Schools' Transportation Department at an annual cost up to $500.00 for the term of January 1, 2026 through December 31, 2031

Fiscal Impact

Attachments

Contract

Fiscal Note

CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date	End Date	Agency Tracking #	Edison ID
January 01, 2026	December 31, 2031	34901-01634-015	89005

Procuring Party Legal Entity Name	Procuring Party Registration ID
Knox County Schools	0000003940

Service Caption

Commercial Driver License (CDL) Third Party Testing Program

Agency Contact & Telephone #

For Program Services:

Tennessee Department of Safety and Homeland Security
ATTN: CDL Director
1150 Foster Avenue
Nashville, TN 37243

TDOSHS Contracts Lawyer:

Sandra Braber-Grove, Senior Associate Counsel
Tennessee Department of Safety and Homeland Security
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue Nashville, TN 3724
Email Address: Sandra.Braber-Grove@tn.gov
Telephone: (615) 308-2486

OCR USE - RV

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
KNOX COUNTY SCHOOLS

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the 'State" and Knox County Schools, hereinafter referred to as the "Procuring Party," is for the provision of the Commercial Driver License (CDL) Third Party Testing Program as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. This Revenue Contract governs the relationship between the Procuring Party and the State regarding the provision and administration of authorized Commercial Driver License (CDL) Third Party Testing (skills tests) as needed for the issuance of a commercial driver license (CDL), **not** a Class D driver license.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. Commercial Driver's License ("CDL") shall mean a license issued by the department in accordance with the standards contained in 49 CFR Part 383 to an individual that authorizes the individual to operate a class of commercial motor vehicle. A commercial driver certificate accompanied by a valid driver license shall be considered a valid commercial driver license (Tenn. Code Ann. § 55-50-102(11)).

b. Entity shall mean a private corporation with at least one (1) employee, licensed to do business by the secretary of state, but not an individual person; or a local, county, or state government, or subdivision thereof, including, but not limited to, kindergarten through grade twelve (K-12) public schools and institutions of higher education.

c. Third-Party Skills Test shall mean the skills test required to obtain a commercial driver license that is administered by a third-party skills test examiner and that includes, but is not limited to, the pre-trip inspection, basic skills, and road skills.

d. Third-Party Skills Test Company shall mean an entity that contracts with and is certified by the department to provide third-party skills tests performed by third-party skills test examiners.

e. Third-Party Skills Test Examiner shall mean an individual who has been authorized by the department to perform third-party skills tests.

A.3. The Procuring Party shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines specified by this Contract.

A.4. The Procuring Party shall provide authorized Commercial Driver License (CDL) Third Party Testing services as prescribed by federal and state laws, rules, regulations, policies and procedures, including but not limited to Tenn. Code Ann. § 55-50-415 and the Third-Party Testing Rules in the Classified and Commercial Driver Licenses and Temporary Driver Licenses Rules (1340-01-13-.22 or as subsequently renumbered) as currently written and as may be amended during the Contract Term. CDL Skills Testing shall only be administered by a State Certified CDL Third Party Examiner.

A.5. The Procuring Party shall continue to meet the following requirements of the CDL Third Party Testing Program throughout the Contract Term and annually re-certify, on a form provided by the State, that the requirements will continue to be met:

a. CDL Third Party Skills Test Company Requirements. (Tenn. Code Ann. § 55-50-415(c))

(1) Must have access to an appropriate testing area (i.e. testing pad, facility, and vehicle, within Tennessee that the State approves for conducting third-party skills tests;

(2) Must agree to charge a test taker no more than two hundred fifty dollars ($250) per third-party skills test, including the test itself and all associated fees and charges;

(3) Must agree to issue to a successful test taker an indicator of passage on the skills test, either on a form developed by the department or by other means authorized by the department, which may include electronic means:

i. An Awareness Form that, for each person who passes the skills test, shows the individual is qualified to drive on state and federal highways safely in representative commercial motor vehicles. The Awareness Form can be signed electronically on a tablet or printed off as a paper version that is signed and given to the person. The person who passed the CDL skills test then takes his or her signed Awareness Form to a Driver Services Center to get his or her Commercial Driver License (CDL). At the Driver Services Center, a Driver License Examiner will check the scores that are submitted electronically into the State's Automated License Issuance System for Tennessee ("A-LIST") before issuing the CDL;

(4) Must initiate and maintain a bond in an amount determined by the department to be sufficient to pay for retesting drivers in the event that the third-party skills test company or one (1) or more of its third-party skills test examiners working for the company is involved in fraudulent activities related to testing applicants for a CDL. A third-party skills test company that is a government entity is not required to maintain a bond;

(5) Must satisfy other eligibility criteria as the State may establish by rule in accordance with the Uniform Administrative Procedures Act, compiled in title 4, chapter 5:

i. Adequate liability coverage to conduct CDL Third Party Testing. For a non-governmental Procuring Party, adequate insurance requirements are as follows and proof of liability coverage must be submitted to the State:

Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; and

At any time the State may require the Procuring Party to provide a valid Certificate of Insurance (COI) detailing Coverage Description; Insurance Company and Policy Number; Exceptions and Exclusions; Policy

Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

(6) Provide a copy of the current CDL Drivers Handbook to individuals seeking the CDL Skills Test;

(7) Provide time for each CDL Third Party Examiner used by the Procuring Party to attend mandatory training required by the State; and

(8) Pay an annual program administration fee as set forth in Contract Section C.

b. CDL Third Party Examiner Requirements. (Tenn. Code Ann. § 55-50-415(d))

(1) Must be at least twenty-one (21) years of age;

(2) Each CDL Third Party Examiner utilized by the Procuring Party must meet all State of Tennessee requirements for a CDL license, including meeting residency and domicile requirements and have the classification and endorsement commensurate with the third-party skills test that the individual would be administering:

i. Each CDL Third Party Examiner must only perform testing in the CDL class and/or the Commercial Motor Vehicle (CMV) equal to or below his or her own, including any endorsements.

(3) Each CDL Third Party Examiner must have a valid Federal Department of Transportation (DOT) medical card on file in compliance with Federal Safety Regulations 49 C.F.R. §§ 391.41 and 391.43;

(4) Each CDL Third Party Examiner candidate must provide a ten (10)-year driving record history, which can be used to deny acceptance into the third-party training class and certification as a CDL Third Party Examiner for unacceptable driving records. If the individual's entire driving history is shorter than ten (10) years, then the individual must provide the individual's entire driving history. If the individual's entire driving history is shorter than ten (10) years, then the individual must provide the individual's entire driving history;

(5) Must not have been convicted of: a misdemeanor within the past ten (10) years resulting from the applicant driving while intoxicated; a felony within the past ten (10) years; or a crime involving fraudulent activities;

(6) Each CDL Third Party Examiner must have attended a two (2) week [ten (10) business day; two consecutive Monday through Friday periods] CDL Third Party Training Course taught by the State and have successfully passed all required tests and screening **before** administering CDL skills tests; and

(7) Once an individual has been certified as a CDL Third Party Examiner, he or she must attend a two (2)-day or five (5)-day refresher CDL Third Party Training Course taught by the State every two (2) years to maintain certification.

A.6. CDL Skills Testing General Requirements.

a. The Procuring Party and each of its CDL Third Party Examiners must only perform skills testing for the class of CDL and/or CMV that it has been pre- approved by the State to administer.

b. Testing must conform to the standards and policies outlined by the Federal Motor Carrier Safety Administration (FMCSA) for third party testing (49 C.F.R. §383.75) and those of the State (1340-1-13 (or subsequently renumbered) and Tenn. Code Ann. § 55-50-415).

c. Testing must be conducted on a regulation pad approved by the State and on a skills driving route pre-approved by the State.

d. Testing shall only be conducted during daylight hours (to mean no testing shall be conducted when it is dark; the first test on any day should not begin any earlier than thirty (30) minutes after sunrise and the last test on any day should conclude no later than thirty (30) minutes before sunset).

e. Testing is a three (3)-part exercise that must include the following categories, conducted consecutively, on the same day, by the same CDL Third Party Examiner:

(1) Pre-Trip Inspection;

(2) Basic Skills; and

(3) Road Skills.

f. Each CDL Third Party Examiner must simulate administering tests, as set forth above, to State employees acting as applicants as a measure of the CDL Third Party Examiner's skills and abilities as required by the State.

A.7. If Training Courses Are Offered By The Procuring Party.

a. The Procuring Party offering training courses prior to the administration of the CDL skills tests will submit the curriculum, course length, and suggested course cost per applicant to the State's CDL Administrator for review and approval.

b. The Procuring Party offering training courses prior to the administration of the CDL skills tests will maintain a daily attendance roster with student name, date of birth, and driver license number, and the instructor name and certification number. This documentation must be made available to the State upon request of the State.

A.8. Audits and Conditions for Revocation or Suspension of Certification.

a. The Procuring Party acknowledges that both overt and covert audits and investigations will be conducted randomly, without notice, when the Procuring Party and/or any of its CDL Third Party Examiners come under suspicion of failing to follow any applicable federal and state laws, rules, regulations, policies and procedures or when the FMCSA deems it necessary according to 49 C.F.R. §383.75. At least one (1) audit of the Procuring Party will be conducted every two (2) years.

b. The Procuring Party acknowledges that a random sample of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners will be subjected to a State test to determine their ability to operate a vehicle safely and in accordance with federal and state laws, rules, regulations, policies and procedures. All applicants tested will sign an Awareness Form.

c. The Procuring Party must monitor and routinely audit its CDL Third Party Examiners to ensure compliance with all federal and state laws, rules, regulations, policies and procedures.

d. The Certification of a CDL Third Party Examiner may be suspended or revoked if the CDL

Third Party Examiner is found, in either overt or covert audits, to be violating the requirements and terms of the CDL Third Party Testing Program and this Contract. Further, if the Procuring Party is found liable, this Contract may be terminated in accordance with Section D.4.

A.9. Records and Reports.

a. The Procuring Party is responsible for the maintenance and security of accounting records for controlled State documents, test or student files, and any other State sensitive information.

b. The Procuring Party must have the ability to interact with the State by electronic mail (e-mail) and submit requests for testing and monthly reports electronically.

c. All test requests and activity must be submitted electronically through the Commercial Skills Testing Information Management System (CSTIMS).

d. If provided, Procuring Party shall utilize the equipment supplied by the State for reporting the results of tests administered by the Procuring Party pursuant to this Contract.

A.10 Equipment, Hardware, Software, and Maintenance.

a. If the State provides equipment to the Procuring Party, the Procuring Party agrees to maintain the equipment in working condition and shall notify the State of any needed maintenance. The Procuring Party shall pay any applicable maintenance costs.

b. Use of the State-issued equipment is subject to audit pursuant to Section A.3.d.

c. The Procuring Party is responsible for replacement of damaged, unrepairable hardware.

d. The Procuring Party is responsible for purchasing additional State-approved test tablets and hardware after initial issuance.

e. If State inventory has been depleted, the Procuring Party is responsible for purchasing its own electronic skills test tablets as follows:

(1) The Procuring Party-owned skills test tablets must be of the same manufacturer, the same model, and have met the same capabilities as State-owned tablets; and

(2) All Procuring Party-owned test tablets and hardware must be approved by the State **before** usage.

f. The Procuring Party shall return any equipment provided by the State at the end of the Contract term specified in Section B., or at the end of the Contract as specified in Sections D.3. or D.4, whichever is earlier.

g. If the Procuring Party fails to return the State-issued equipment to the State, the State may assess the following charges:

(1) Failure to return a State-issued tablet will result in a charge of $515.00;

(2) Failure to return a State-issued Protective Case will result in a charge of $39.99;

(3) Failure to return a State-issued wall charger will result in a charge of $19.99;

(4) Failure to return a State-issued Stylus Pen will result in a charge of $10.99; and

(5) Failure to return a State-issued charging cord will result in a charge of $9.99.

h. The Procuring Party shall update the software used to administer and report the tests as required and pay any applicable licensing fees or update fees.

A.11. The State shall ensure that the CDL Third Party Testing Program is conducted in accordance with federal and state laws, rules, regulations, policies and procedures. To that end, the State's obligations include the following:

a. Providing the Procuring Party with the links to applicable federal and state laws, rules, regulations, policies and procedures. The State shall also provide informational manuals for the Procuring Party's customers.

b. Providing the Procuring Party with any updates or changes to federal and state laws, rules, regulations, policies and procedures.

c. Performing biannual audits, either overt or covert, and random testing of CDL Third Party Examiners by the State and/or FMCSA representatives.

d. Conducting a CDL Third Party Examiner course that is two (2) weeks in duration [ten (10) business day; two (2) consecutive Monday through Friday periods] and a two (2)-day or five (5)-day refresher course as needed to certify and re-certify each CDL Third Party Examiner.

e. Providing a Certificate of Achievement, or other similar certificate, to each CDL Third Party Examiner who has successfully completed testing in a representative vehicle and has met all other requirements to be certified as a CDL Third Party Examiner.

f. Pre-approving the CDL class and/or CMV type for which the Procuring Party is allowed to administer skills testing.

g. Providing the Procuring Party with instructions and examples of proper formats for submitting electronic requests for testing, attendance rosters, and monthly reports to the State.

h. Pre-approving the Procuring Party's Road course and route requirements to ensure compliance with the American Association of Motor Vehicle Administrator's (AAMVA's) most current CDL Examiners Manual.

i. Determining the number of tests allowed each week per CDL Third Party Examiner and approving the weekly schedule of testing at the Procuring Party by each CDL Third Party Examiner, seven (7) calendar days in advance of the actual testing.

j. Performing random testing of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners to determine their ability to operate a vehicle safely and in accordance with federal and state laws, rules, regulations, policies and procedures and obtain a signed awareness form from the drivers who were tested.

k. Providing technical assistance and additional training as required.

l. When available, provide equipment for the Procuring Party to record and transmit the results of tests to the State.

B. TERM OF CONTRACT:

This Contract shall be effective on January 01, 2026 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

The Procuring Party shall annually remit to the State a program administration fee, not to exceed Five Hundred Dollars ($500.00), for each of the Procuring Party's facilities, which covers the cost of the CDL Third Party Training Course administered by the State [the course that is two (2) weeks in duration (ten (10) business day; two (2) consecutive Monday through Friday periods) and the two (2)-day or five (5)-day refresher course, as applicable], biannual audit costs, distribution and printing of the skills test score sheets as needed, and the CDL Third Party certificates distributed by the State to each CDL Third Party Examiner who completed the training and successfully passed all required tests and screening.

The State must be in receipt of this fee annually, no later than December 31st of each year, and failure to do so may result in cancellation of this Contract. All administration fees will be received by the State's CDL Administrator at:

Tennessee Department of Safety and Homeland Security
CDL Administrator
ATTN: Cashier's Office
1150 Foster Avenue
Nashville, TN 37243

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-408.

D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.18. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Procuring Party will have access to, acquire, or is provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as "Confidential Information." The State grants the Procuring Party a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Procuring Party to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Procuring Party shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Procuring Party maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lisa Ewing, Director, CDL Division
Tennessee Department of Safety and Homeland Security
1150 Foster Avenue
Nashville, TN 37243
Email Address: Lisa.Ewing@tn.gov
Telephone #: 615-687-2381

The Procuring Party:

Dr. Jon Rysewyk, Superintendent of Schools
Knox County Schools
400 W Summit Hill Dr SW
Knoxville, TN 37902
Email Adress: jon.rysewyk@knoxschools.org
Telephone #: 865-594-1620

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

E.4. Personally Identifiable Information. While performing its obligations under this Contract, Procuring Party may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Procuring Party agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Procuring Party shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Procuring Party and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Procuring Party shall immediately notify State: (1) of any disclosure or use of any PII by Procuring Party or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Procuring Party or its employees, agents and representatives where the purpose of such disclosure is not known to Procuring Party or its employees, agents and representatives. The State reserves the right to review Procuring Party's policies and procedures used to maintain the security and confidentiality of PII and Procuring Party shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Procuring Party is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is

earlier, Procuring Party shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Procuring Party shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Procuring Party ("Unauthorized Disclosure") that come to the Procuring Party's attention. Any such report shall be made by the Procuring Party within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Procuring Party. Procuring Party shall take all necessary measures to halt any further Unauthorized Disclosures. The Procuring Party, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Procuring Party shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.5. Americans with Disabilities Act. The Procuring Party must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

IN WITNESS WHEREOF,

KNOX COUNTY SCHOOLS:

PROCURING PARTY SIGNATURE **DATE**

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-518

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/25/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Contract with the Tennessee Department of Safety and Homeland Security for the provision of a Commercial Driver License Third Party Testing Program administered by Knox County Schools Transportation Department personnel. This program allows us to test the school bus drivers that come through our bus driver training academy.

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)

Consent 6. D. 2.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Austin Peay State University Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Submitted By: Terri Coatney

Department: Business & Talent **Division:** Talent Acquisition

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Explanation

Approve Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement with Austin Peay State University for the 2026-2027 Academic Year

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Fiscal Impact

Attachments

Agreement

Fiscal Note

TN Department of Education

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	Austin Peay State University
Local Education Agency (LEA)	Knox County
Academic Year of Agreement	2026-2027

EPP Contact/Designee	
Name: Amy Barrett	**Title:** Director of Teacher Ed & Partnerships
Email: barrettam@apsu.edu	**Phone Number:** 931-221-7441

LEA Contact/Designee	
Name: Alex Moseman	**Title:** Executive Director of Business and Talent
Email: alex.moseman@knoxschools.org	**Phone Number:** 865-594-0236

Certification (signatures verify partnership)	
EPP Head Administrator: Dr. John McConnell	**Title:** Dean, Eriksson College of Education
Signature:	**Date:** 08/01/2026

LEA Head Administrator: Dr. Jon Rysewyk	**Title:** Superintendent
Signature:	**Date:**

TN Department of Education

Prompt 1	Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

Job-Embedded Clinical Educators: The school-based mentors are selected based on similar grade levels or content areas as the job-embedded candidates. University-based mentors are hired by the EPP to provide mentoring to the job-embedded candidates. Evaluation and support of job-embedded candidates: School-based mentors provide support, information, suggestions for improvement in teaching, and offer research-based strategies. University-based mentors provide an additional level of support. They are evaluated by the school-based mentors, other EPP faculty mentors, school administrators, and university-based mentors using the TN TEAM rubric and Aspiring Teacher rubrics. Retention: The job-embedded contract lists all requirements for a job-embedded clinical practice. The contract is signed by the candidate and indicates an agreement and understanding of all requirements. If requirements are not met, the candidate is not eligible for a renewal of the Practitioner License.

Instructional Leadership: Within the structure of the AAPN program, Mentor Principals sign off on the handbook, attend training, and are asked to meet with their student a minimum of once each month to provide support, input, and opportunities for growth experiences. In December and May, Mentor Principals provide feedback through a live interview individually and a survey response respectively. Their mid-course and end-of-course input is used to refine the program and to support the individual student. District-level leaders are invited in the fall and spring semesters to learn about the program and provide input on key topics or needs in their own districts. University-based support is delivered through weekly live Zoom sessions, monthly small group coaching sessions, and small class sizes to enhance connections with the professors and other students. Feedback to students occur individually and collectively and includes written responses and a robust rubric.

TN Department of Education

Prompt 2	Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses shouldnot exceed one page per prompt.*

Job-Embedded: Job-embedded teachers complete their clinical experiences in the schools where they have been hired as teachers of record. These clinical experiences give them opportunities to work with diverse learners, to plan lessons, to implement effective teaching strategies and assessments, and to reflectively evaluate their own teaching. The required education and subject-specific coursework they take include field experience components. While they complete these requirements as a part of their clinical teaching, the related assignments guide their planning, instruction, assessment, and reflection. They are able to effectively blend theory into practice as they work in their clinical experiences each day. In addition, job-embedded teachers are required to submit two targeted observations each year, using forms that were collaboratively developed between the school district partners and the EPP. These observations are completed in different grade levels and/or content areas than those in which they are currently teaching. They are designed to provide opportunities to observe other teachers model effective teaching strategies while working with diverse learners, enhance their own clinical experiences, and to collaborate with other professionals.

Instructional Leadership: Through delivery of instruction and clinical experiences, the EPP provides the candidates with the knowledge and skills to effectively teach all students, including students at-risk, students with disabilities, English learners, students who are economically disadvantaged, highly mobile students, intellectually gifted students, and students from different racial, cultural, and ethnic backgrounds. ESSA will be explicitly taught and discussed during instructional time in courses, and clinical experiences shall provide opportunities for the candidate to see how ESSA is embedded as a strategic way of leading a school. Clinical experiences are high-quality and relevant to the needs of an administrator. The need for sufficient depth, breadth, diversity coherence, and duration has been discussed with the LEA. Collaboratively, the LEA and the EPP decided that instead of focusing on clock hours (previously the program required 300 hours), to focus on more "real-world" clinical experiences. The newly revised AAPN program offers an embedded clinical experience with the AAPN student working in tandem with an administrator in completing TEAM evaluations, planning meetings, working with faculty, and being involved daily in the work of an administrator. Every week starts with an essential question and new learning. The week ends with job-embedded, school-based activities that allow student to practice the responsibilities of an administrator, while under the mentorship of an experienced principal.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-519

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/25/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Austin Peay State Recognized Partnership for Job Embedded Candidates 26/27 school year

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)

Consent 6. D. 3.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

InStream, LLC ApplicationXtender Software Support Agreement

Submitted By: Terri Coatney

Department: Student Success **Division:** Special Education

Explanation

Approve ApplicationXtender Software Support Agreement with InStream, LLC for annual software renewal for digital storage of IEP documentation from November 14, 2026 through November 13, 2027 at a cost of $13,245.00

Fiscal Impact

Attachments

Agreement

Fiscal Note

ApplicationXtender Software Support Agreement

11/14/2026 to 11/13/2027
KNOXCOS01

The following document describes a Maintenance and Support Agreement between:

InStream, LLC
5211 Linbar Drive, Ste. 504
Nashville, Tennessee 37211

Hereafter referred to as "InStream" and:

Knox County Schools
Attn: Richard Baughman
912 Gay Street
Knoxville, TN 37930

Hereafter referred to as the "Customer".

(A.) SCOPE OF COVERAGE

1. Support consists of the following:

    a) Telephone, VPN (Internet) and on-site* Support calls.
    *Please refer to the procedure section of paragraph F.

2. The Annual Maintenance charge specified is based upon the System (defined as all software sold to the Customer by InStream as described in the statement of work) being used during normal business hours (8:00 AM – 5:00 PM) with VPN access. If VPN access is not provided, InStream reserves the right to adjust the Support charge accordingly and/or bill the Customer at the InStream's current hourly rate.

3. Subject to the last sentence of this paragraph A (3.), all Support services provided by InStream that are not covered by this Agreement will be billed to the Customer at InStream's current hourly rate. The current rates are $225.00 per hour for the first hour. Additional hours are billed in 15-minute increments. There is a one-hour minimum for all on-site visits. A block of 8 hours may be purchased for $1,600.00 payable in advance and expires after one year from purchase. Rates are in effect Monday through Friday 8:00 AM to 5:00 PM. Off-hour rates are $500.00 call charge and $250.00 per hour with a one hour minimum. Off-hour rates are in effect Monday through Friday 5:00 PM to 8:00 AM, all day Saturday and Sunday. For holiday times and rates, see paragraph (F.) 2.

4. The Customer understands and agrees that proper operation of the System included in this Agreement is dependent on the Customer having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to normal system maintenance guidelines.

5. Customer agrees to perform both regular computer and System backups.

6. Support does not include customization, application design/setup, training, or programming. If furnished, the foregoing items will be invoiced at InStream's then current rates as described in paragraph A(3) for such services.

7. Software Support does not include modifications to the System, preparations or packing for the purpose of moving the System or Support requested or performed outside InStream's regular business hours. If furnished, the foregoing items will be invoiced at InStream's then current rates as described in paragraph A(3) for such services.

8. Existing or Customer supplied Software/Hardware (computers required to run the system as described in the statement of work) must be in good working condition on the commencement date of this Agreement and throughout the Agreement period. InStream Service or Support required to place the Hardware in such condition will be invoiced to Customer at the rates specified in paragraph three.

9. Software Support Agreement commences with installation or serialization of the product.

(B.) SITE MAINTENANCE, POWER REQUIREMENTS, ENVIRONMENT

1. By acceptance of this Agreement, the Customer acknowledges that they understand that if support is needed because the Customer moves, disconnects or alters the configuration/components of the System, it will be billable.

2. If an Uninterruptable Power Supply ("UPS") is used with this System, the Customer is responsible for monitoring the status indicators on the UPS and notifying InStream if service is required.

3. Customer will maintain a reasonably clean, stable-operating environment for the System, free of excessive humidity, dust, dirt and any other environmental concerns that could have an adverse effect on the System components and performance.

4. Customer agrees to provide and maintain at the Customer's expense VPN access. This access is essential to provide support services; if it is not provided InStream reserves the right to charge at the rate described in paragraph A(3) as well as for any additional expenses incurred.

(C.) CUSTOMER NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Customer shall document whenever possible any error messages or codes generated by the Hardware or Software of the System.

2. Once the Customer has determined that System support is necessary from InStream, Customer will call InStream and request System support. The Customer will need to provide the Contract Number, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Customer.

3. In response to a request for System support from the Customer, InStream may, at its sole discretion, elect to initially respond with telephone and/or VPN support to effect repairs to the System.

4. In response to a request for System support from the Customer, InStream may, at its sole discretion, repair a defective item or elect to replace an item with a similar component having like features and capabilities. In the event of component replacement, all defective items become the property of InStream.

(D.) SPECIFIC EXCLUSIONS

The following items are specifically excluded from this Agreement, and the responsibility for performing these functions rests solely with the Customer:

1. HARD DISK MAINTENANCE: Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.

2. DATABASE INTEGRITY: Routine database or index file rebuilds; database restoration from backup source.

3. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES: Performing regular backups.

4. This Agreement does not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds.

5. This Agreement does not cover service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-InStream personnel; malfunctions of parts, attachments or programs not supplied and installed by InStream; aging, obsolete or incompatible Hardware or Software not supplied and installed by InStream; the use of inferior or incompatible parts or supplies as determined by InStream; unauthorized modification; or other conditions beyond InStream's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.

6. This Agreement does not include the services of a technical support representative outside of InStream's normal business hours. Those services will be billed to Customer at InStream's off hour rates described in paragraph A(3).

7. This Agreement does not include the services of a technical support representative for re-installation of the software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to the Customer at the current support rate listed in paragraph A (3).

(E.) GENERAL

1. InStream will offer the option to renew according to software manufacturer established polices. Not following software manufacturer established polices, may result in late fees or reinstatements fees. Acceptance of the renewal after the expiration date will result in a 10% reinstatement charge.

    a.) ***** ANY CHANGES MADE TO YOUR CURRENT SYSTEM OR CANCELLATION OF MAINTENANCE NEED TO BE MADE 90 DAYS PRIOR TO THE EXPIRATION DATE.*****

2. This Agreement is not assignable by the Customer unless the Customer receives InStream's written consent which is in the complete and total discretion of InStream. In addition, this Agreement may be cancelled by InStream, upon written notice to the Customer, if the System is sold, transferred, or leased by the Customer to another entity.

3. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.

4. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic conditions, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect, or consequential damages arising from use of, or inability to use, Software, Hardware, or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.

5. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.

6. InStream's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

(F.) PROCEDURES

1. Annual Maintenance: Entitles the Customer to contact a trained technical support representative with questions regarding InStream System. InStream's courteous support team may be reached on the phone between 8:00AM and 5:00PM Current Time Zone and by email. InStream's personnel will access customer systems VPN for remote control.

2. Holiday Coverage: Coverage on National Holidays (New Year's, Easter, Memorial, Independence, Labor, Thanksgiving and Christmas Day). Extended coverage can be purchased for these holidays at the following rates:

Call Charge	$600.00
Hourly Charge	$350.00

3. Response Time: Phone Response: InStream's objective is to provide telephone response to support calls as follows:

Type of Problem	**Response Time**
System down situations and problems critically impacting operations	Within 2 hours
Problems not critical to operations	Within 4 hours
General information inquiries	Within 8 hours

4. Remote Access: Support Technicians can connect directly to the Customer's system, via remote access, allowing for support delays to be minimized. – *InStream uses GoToMeeting.*

   On-Site Support: If on-site support is required the technician will set up a designated time agreed upon by InStream and the Customer.

   Software Upgrades: New releases will include new features, as well as new listings of third-party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At the time of the customer requested upgrade; it is the customer's responsibility to ensure their environment meets or exceeds the environmental requirements. It is recommended that Customers engage InStream for all upgrades. Software upgrade assistance may be purchased at our current hourly rate and will be based on complexity. InStream cannot guarantee support for older software versions that have been declared as non-supported versions by the software manufacturer (as defined in the statement of work).

5. Remote Support: InStream requires that every Customer allows remote access to the system for technical assistance.

6. System Maintenance: While InStream can assist Customer with any question relating to InStream's software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance and back-ups, hardware preventative maintenance and version updates of third-party software with any application service packs. If Customer is unsure of the suggested maintenance for its system, Customer must contact its system provider.

(G.) WARRANTY:

InStream represents and warrants that the services provided under this Agreement will be performed in a workmanlike manner in accordance with industry standards.

ApplicationXtender Software Support Agreement

KNOXCOS01
Effective Dates: 11/14/2026 to 11/13/2027

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

InStream, LLC	**Knox County Schools**
_____	_____
Aubree Pacheco	
(Signature)	**(Signature)**
Aubree Pacheco	
(Typed or Printed Name)	**(Typed or Printed Name)**
Contract Administrator	
(Title)	**(Title)**
Date: 7/29/2026	**Date:** _____

InStream Address and Support Number:

InStream, LLC
5211 Linbar Drive, Ste. 504
Nashville, TN 37211

****To create a new support ticket, use the support portal https://instreamllc.zendesk.com and supply contact / product information.**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-521

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/25/2026

ApplicationXtender Software Support Agreement
No. KNOXCOS01– EXHIBIT A

11/14/2026 – 11/13/2027

Covered Software

MODEL	VERSION	DESCRIPTION	SERIAL/KEY #
AX		AX Server – 25CC User	
		Prime Protect	

TOTAL: $13,245.00

PLUS SALES TAX IF APPLICABLE

InStream
MAKING WORK FLOW

"We help you find "the right" solution."

Quotation

5211 Linbar Drive, Ste. 504
Nashville, TN 37211
Phone (629) 209-2500

DATE 7/29/2026
Customer ID KN20440
Quotation valid until: 10/5/2026
Prepared by: A. Pacheco

To:

Name	Richard Baughman
Company Name	Knox County Schools
Street Address	912 Gay Street
City, ST ZIP	Knoxville, TN 37930
Phone:	(629) 209-2500
Email:	richard.baughman@knoxschools.org

Ship To:

Name	Richard Baughman
Company Name	Knox County Schools
Street Address	912 Gay Street
City, ST ZIP	Knoxville, TN 37930
Phone:	(629) 209-2500
Email:	richard.baughman@knoxschools.org

Comments/Special Instructions: **Please send PO to apacheco@instreamllc.com or sign quote below**

SALESPERSON	P.O. NUMBER	QUOTE NO.	SHIP VIA	SHIP DATE	TERMS
		KCS-2601			By 11/10/2026

PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	Application Xtender Annual Software Renewal **Contract Dates: 11-14-2026 to 11-13-2027**			
AX-ANNUMAINT	AX 25 CC User v8	1	11,518.00	$ 11,518.00
PP	Prime Protect	1	1,727.00	$ 1,727.00
	****NOTE: APPLICATION-XTENDER MAINTENANCE RENEWAL POLICY REQUIRES ALL MAINTENANCE CONTRACTS TO BE RENEWED 72 HOURS PRIOR TO EXPIRATION DATE OF THE CURRENT TERM. PLEASE SUBMIT PAYMENT BY NOVEMBER 10, 2026, TO AVOID AN AUTOMATIC 10% LATE FEE ON YOUR MAINTENANCE RENEWAL****			
	***** ANY CHANGES MADE TO YOUR CURRENT SYSTEM OR CANCELLATION OF MAINTENANCE NEED TO BE MADE 90 DAYS PRIOR TO THE EXPIRATION DATE.*****			

SUBTOTAL	$ 13,245.00
SALES TAX	$ -
OTHER	$ -
TOTAL	**$ 13,245.00**

Authorized Customer Signature Date

Prices are in U.S. dollars. Travel and Per Diem are not included in this quote. Taxes and shipping will be billed as applicable.
Authorized signature authorizes purchase and shows customer acceptance of proposed configuration and pricing. No returns.

THANK YOU FOR YOUR BUSINESS!

InStream, LLC
1201 Indian Church Rd
West Seneca, NY 14224

Phone: 629-209-2500
Fax: 866-593-6640
www.InStreamllc.com

InStream
MAKING WORK FLOW

Invoice

Invoice Number: 3006123-IN
Invoice Date: 7/29/2026
Invoice Due Date: 8/28/2026
Order Number:
Ship Date: 7/29/2026
Salesperson: OPEN - KNOXVILLE & M
Customer Number: KN20440

Sold To:
KNOX COUNTY SCHOOLS
ATTN: ACCOUNTS PAYABLE
PO BOX 2188
KNOXVILLE, TN 379901

Ship To:
KNOX COUNTY SCHOOLS
ATTN: RICHARD BAUGHMAN
912 GAY ST - 9TH FLOOR
KNOXVILLE, TN 37930

Confirm To:	Customer P.O.	Ship VIA	Terms
			NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount

Service Agreement KNOXCOS01 APPLICATION XTENDER ANNUAL SOFTWARE RENEWAL

Agreement Renewal for 11/14/2026 to 11/13/2027 Contract Amt : $13,245.00

YOUR MAINTENANCE CONTRACT WILL EXPIRE ON THE INDICATED DATE. PLEASE REMIT FULL INVOICE AMOUNT BY DUE DATE TO CONTINUE YOUR MAINTENANCE AGREEMENT WITHOUT INTERRUPTION.ALL MAINTENANCE AGREEMENTS ARE PAYABLE IN FULL IN ADVANCE.
THANK YOU FOR YOUR PATRONAGE

For Service From 11/14/2026 To 11/13/2027

/M 13,245.00
MAINTENANCE

**** Amount Now Due ****

For Service at the Following Location(s)

1.KNOX COUNTY SCHOOLS ATTN: RICHARD BAUGHMAN , KNOXVILLE , TN

ID: 001 Item: AX-ANNUMAINT Desc: AX 25CC USERS

ID: 002 Item: PRIME-PROTECT Desc: PRIME PROTECT

TERM DATES: 11/14/2026 TO 11/13/2027

NOTE: APPLICATION-XTENDER MAINTENANCE RENEWAL POLICY REQUIRES ALL MAINTENANCE CONTRACTS TO BE RENEWED 72 HOURS PRIOR TO EXPIRATION DATE OF THE CURRENT TERM. PLEASE SUBMIT PAYMENT BY NOVEMBER 10, 2026, TO AVOID AN AUTOMATIC 10% ON YOUR MAINTENANCE RENEWAL

ACH PAYMENT INFORMATION:
Bank: Pinnacle Bank
Bank Address: 150 3rd Avenue South, Nashville, TN 37201
Account Number: 800107286817
Routing Number: 064008637
Remit Notice to: accountsrec@instreamllc.com

Net Invoice:	13,245.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	13,245.00 US Dollars

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Request for approval of ApplicationXtender Software Support Agreement with InStream, LLC for annual software renewal for digital storage of IEP documentation from November 14, 2026 through November 13, 2027 at a cost of $13,245.00

Cost to Knox County Schools

$13,245.00

Description and Type of Funding Source

General Purpose Special Education Budget

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

Consent 6. D. 4.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Johnson University Dual Enrollment Agreement

Submitted By: Terri Coatney

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

Explanation

Approve Dual Enrollment Agreement with Johnson University for a term of five (5) years, beginning in the 2026-2027 school year and concluding in the 2030-2031 school year at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

DUAL ENROLLMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of August 12, 2026 (the "Effective Date") by and between JOHNSON UNIVERSITY, 7900 Johnson Drive, Knoxville, Tennessee 37998 (hereinafter "JU"), and Knox County Schools, 505 Summer Place, 4th Floor, Knoxville, Tennessee 37902 (hereinafter "KCS").

Contract Term

This Agreement shall be effective upon the date of the final signature and shall remain in effect for a period of five (5) consecutive academic years, beginning with the 2026–2027 academic year and continuing through the 2027–2028, 2028–2029, 2029–2030, and 2030–2031 academic years, unless terminated earlier in accordance with the provisions of this Agreement.

For purposes of this Agreement, an "academic year" shall be defined as the school's designated academic year, generally beginning in August and concluding at the end of the school year in the following calendar year.

The parties acknowledge that the Agreement is intended to govern services provided during the five academic years identified above and is not intended to be measured by calendar-year periods.

WITNESSETH;

WHEREAS, JU offers a Dual Enrollment program which allows high school students to earn both high school and college credits through courses taught on the JU Tennessee campus by JU faculty or in local high schools by qualified faculty; and

WHEREAS, KCS is a K-12 public school system that would like to make JU's Dual Enrollment program available to its students; and

WHEREAS, KCS desires to have its students enroll in dual enrollment courses at JU and JU desires to provide dual enrollment courses for KCS's students.

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein, the parties agree as follows:

CLASSES:

1. JU will make the following courses available for KCS Students to take for college credit, either on Johnson's campus or online. Courses can also be offered on KCS's campus if KCS has a qualified instructor who can teach the course. KCS and JU must mutually agree to allow the student to take a dual enrollment class, and the student must meet any

prerequisites for a course. Availability of the classes for these students will depend on whether the class has open seats.

ANTH 1103 Encountering Cultures (3)
BUSN 2043 Business Essentials (3)
BIOL 2014 Fundamentals of Biology & Sustainability (4)
BIOL 2024 Fundamentals of Microbiology with Lab (4)
BIOL 2034 Anatomy and Physiology I with Lab (4)
BIOL 2044 Anatomy and Physiology II with Lab (4)
CHEM 1114 General Chemistry I (4)
CHEM 1124 General Chemistry II (4)
COMM 1013 Introduction to Speech (3)
COMM 2200 Introduction to Video Production (3)
COSC 1100 Introduction to Computer Science (3)
COSC 1200 Introduction to Programming (3)
COSC 2100 Data Structures and Algorithms (3)
COSC 2200 Computer Organization and Architecture (3)
ECON 2103 Economics (3)
ENGL 1013 English Composition I (3)
ENGL 1014 English Composition II (3)
ENGL 2110 Survey of World Literature I: Ancient (3)
ENGL 2120 Survey of World Literature II: Modern (3)
GREK 2100 Elementary Greek I (3)
GREK 2200 Elementary Greek II (3)
HEBR 2100 Elementary Hebrew I (3)
HEBR 2200 Elementary Hebrew II (3)
HIST 2100 American History I (3)
HIST 2200 American History II (3)
HLSC 1013 Health Science (3)
MATH 1023 Quantitative Literacy (3)
MATH 1043 College Algebra (3)
MATH 1103 Elementary Statistics (3)
MATH 1104 Calculus I (4)
MUSC 2100 Music Appreciation (3)
PHIL 2013 Philosophical Ethics (3)
PHIL 2110 Philosophy of Religion (3)
PSYC 2100 Introduction to Psychology (3)
SPAN 1100 Spanish I (3)
SPAN 1200 Spanish II (3)
SPAN 2300 Spanish III (3)
SPAN 2400 Spanish IV (3)
SPSY 1100 Interpersonal and Family Relationships (3)
THEO 1303 Orientation to Theology (3)
THEO 2303 Biblical Interpretation (3)
*other 1000 or 2000-level classes in an area of interest to the student (i.e. EDUC, MUTC, MUAP, etc.)

2. JU shall ensure that a dual enrollment courses and the corresponding courses offered at the main campus are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

3. Dual enrollment courses may be composed of dual enrollment students only or a mixture of dual-enrolled and college-enrolled students.

STUDENTS:

1. Students must maintain a minimum 2.0 grade point average for all postsecondary courses attempted under the Tennessee Dual Enrollment Grant. Once a student's GPA drops below 2.0, they are no longer eligible to receive grant monies. There is no option for reentry. At that point, if students meet the Academic criteria outlined in the JU Catalog, they may continue taking classes at their own expense. At most institutions, courses that will transfer into an associate's or bachelor's degree program must have a grade of "C" or above.
2. Students must maintain their GPA as outlined in the Johnson University Undergraduate Student Catalog, and are subject to the same Academic Warning, Academic Probation, and Academic Suspension policies as outlined in the Undergraduate Catalog, which states:

   a) Undergraduate students who fail to meet the required GPA of 2.00 for all coursework in the fall term or spring term will be placed on Academic Warning. (See Undergraduate Catalog pages 211–212 for additional details).

   b) A student placed on Academic Warning will be required to meet with the Director of Academic Support to develop an Academic Success Plan that may include academic coaching, counseling, or referral to other support services as needed. (See Undergraduate Catalog page 212 for additional details).

   c) Students will be placed on Academic Probation if their cumulative GPA is lower than 1.5 after the first and second semesters or lower than 2.0 after the third and following semesters. (See Undergraduate Catalog page 212 for additional details).

   d) Students who do not meet the required academic standards will be suspended from the University. (See Undergraduate Catalog pages 212–214 for additional details and information on readmission after suspension).
3. Students' grades for classes will be assigned by instructors according to the Johnson University Grading Scale, which has A as the highest grade and assigns plusses and minuses to each letter grade below the A. The University does not specify percentages or points that must be used as cutoffs for each grade level. Instructors will determine how grades in their classes are calculated, and they will make those calculations clear in their course syllabi.

4. JU will provide enrolled Students with a university login ID and password that will allow them to access university services, including the Sakai learning management system and library resources.

5. JU will provide KCS Students regular and timely instruction in the use of the library and other learning resources.

6. KCS Students will have the right to submit written complaints in accordance with JU's grievance policy.

7. JU will maintain Student transcripts for dual enrollment Students during their time of dual enrollment and upon written request will make them available in a timely manner.

8. Students in dual enrollment courses are eligible to utilize the same or comparable support services that are offered to all JU students. JU is responsible for ensuring timely and efficient access to such services (e.g., academic advising), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

9. Students in dual enrollment courses will not be charged the Activity Fee and will therefore not have access to the recreation facilities in the Graham Center. Students may pay the fee per semester to access the facility.

10. Students with disabilities may apply for reasonable accommodations through the same policy and procedures as apply to all JU students. JU is not required or able to provide the level of disability support services required by the high school. Therefore, a dual enrollment student requiring disability support services may have differing levels of assistance from KCS and JU.

INSTRUCTORS:

1. Instructors recommended by KCS must meet the same SACSCOC guidelines for faculty qualifications as JU faculty responsible for teaching the same courses on the main campus. JU's Vice President for Academic Affairs/Provost and the Dean who oversees the course will examine the credentials of instructors and approve their qualifications for each course.

2. Classroom instructors must have their official transcripts and personal curriculum vitae provided to JU in a timely manner.

3. KCS instructors will be supervised by the dean and/or program director under whom the subject matter falls or a faculty member designated by the dean. Supervisors will work with the instructor on developing the syllabi and course outline, including learning outcomes, learning activities, deadlines, grade school, attendance policy, etc.

4. JU will provide a stipend for KCS instructors according to its current policy for remuneration for adjunct instructors. JU will make the payment to the school system upon receipt of invoice at the completion at the end of the semester.

Part-time faculty compensation is determined by three factors: class size, degree level of the class, and years of service to Johnson University. The table below is used to calculate compensation for each class taught by part-time faculty. This policy will take effect on July 1, 2023. Courses taught with fewer than five students will be prorated at the rate of $100 per credit per student.

Compensation for approved adjunct instructors will likewise be based on Johnson University's applicable adjunct compensation rate in effect at the time the course is offered. The compensation scale for the 2026-2027 academic year is as follows:

Part-Time Faculty Compensation Scale

Level of Course		Bachelor's Level Courses			Master's Level Courses			Doctorate Level Courses			
Years of Service		1-3 Years	4-6 Years	7+ Years	1-3 Years	4-6 Years	7+ Years	1-5 Years	6-10 Years	11-15 Years	16+ Years
Enrollment of Course	5-9 students	$700	$750	$800	$800	$850	$900	$1,100	$1,175	$1,250	$1,325
	10-19 Students	$750	$800	$850	$850	$900	$950	$1,100	$1,175	$1,250	$1,325
	20-29 Students	$800	$850	$900	$900	$950	$1,000	$1,100	$1,175	$1,250	$1,325
	30+ Students	$850	$900	$950	$950	$1,000	$1,050	$1,100	$1,175	$1,250	$1,325

5. JU shall evaluate instructors of dual enrollment courses using the same or comparable procedures used for faculty at the main campus.

6. All instructors of dual enrollment courses must adhere to JU's Academic Policies and Procedures Manual.

7. Instructors will submit the final grades to the University Registrar and to KCS's Registrar by the deadline set by Johnson University.

8. All instructors of dual enrollment courses must carry out procedures for assessment of student learning as requested by JU.

ADMISSIONS:

1. KCS will publicize the dual enrollment courses to parents and Students via appropriate communication methods such as email, school newsletter, website, on-site visits, etc.

2. KCS will allow JU appropriate opportunities to promote its degree programs to dual enrollment Students and their parents via appropriate communication methods such as email, school newsletter, website, on-site visits, etc.

3. KCS will utilize JU-branded and approved materials when promoting JU programs and/or shall seek advance approval from JU to use customized materials for print, email, and websites.

4. To be eligible for the Dual Enrollment program, KCS students must have a cumulative grade point average of 2.5 at the end of the sophomore year of high school.

5. In order to apply, KCS Students (i) must complete the online dual enrollment application at https://johnsonu.edu/admissions/dual-enrollment-students-how-to-apply/ (the application fee is waived for dual enrollment Students); (ii) request the high school to send the Student's transcript to the Admissions office.

6. Prior to enrollment, all dual enrollment Students and parent/guardian(s) are required to complete and sign the attached form entitled "Expectations of Johnson University Dual Enrollment Students." JU's Dual Enrollment Coordinator will ensure that these forms are signed and maintained in the Academic Affairs files.

TUITION AND FEES:

Tuition for dual enrollment courses will be charged at Johnson University's established dual enrollment tuition rate in effect for the applicable academic year. Tuition rates are subject to periodic review and adjustment by the University. JU will share rates to the KCS point of contact at the beginning of each academic year.

1. For Fall 2026, JU's Dual Enrollment Tuition is $206.85 per credit, which is a discount from the published face-to-face undergraduate tuition of $620 per credit.

2. Students may apply for the Tennessee Dual Enrollment Grant (the "Grant"), which will pay $206.85/credit hour for the first five courses and $100 per credit hour for courses 6-10. See https://www.collegefortn.org/dualenrollment/ for information. This benefit is subject to change by the State of Tennessee Legislature and the Tennessee Higher Education Commission and Student Assistance Corporation. It will be the Student's responsibility to complete an application for the Grant.

3. JU will waive the Part-Time General Fees per term for dual enrollment students.

JOINT RESPONSIBILITIES:

1. The parties shall not unlawfully discriminate against any person because of age, color, disability, national origin, race, religion, gender, genetic disposition, or veteran status. All parties will make reasonable accommodations to individuals with disabilities.

2. The parties agree to ongoing dialogue to ensure the effectiveness of this Agreement. The Agreement will be reviewed annually after the end of the spring semester. This Agreement may be changed and additional benefits may be available upon mutual written agreement by both parties.

3. The confidentiality of student records shall be maintained by JU and KCS at all times in accordance with the Family Educational Rights Privacy Act of 1974. All parents and Students must sign the attached "Expectations of Johnson University Dual Enrollment Students" which by this reference is incorporated herein and which, in part, waives the application of the Family Educational Rights Privacy Act of 1974 in connection with participation in the Dual Enrollment program.

MISCELLANEOUS:

A. TERM, RENEWALS AND TERMINATION. This Agreement shall be effective as of the date first above written (the "Effective Date") and shall remain in effect until terminated by either party for a maximum of five (5) years. Either party may terminate the Agreement at any time without penalty after providing written notice to the other party of its intent to terminate. If this Agreement is terminated, Students enrolled in a dual enrollment course will continue to receive the support and service of JU until the course is completed.

B. REPRESENTATIONS. Each party represents, covenants, and warrants to the other party that: (i) it is duly organized and validly existing under the laws of the state of Tennessee, with all lawful power and authority to enter into and perform this Agreement; (ii) the individual executing this Agreement on behalf of the party has full power and authority to bind the party; and (iii) it will comply with all applicable laws, rules, orders, and regulations applicable to its business and the performance of this Agreement.

C. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be deemed to create a legal Membership, joint venture or similar relationship between the parties. Neither party has or shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

D. NO EMPLOYEE/EMPLOYER RELATIONSHIP. As it applies to the carrying out of this Agreement, all faculty teaching dual enrollment courses for KCS who are primarily employed by KCS shall be considered an employee or agent of KCS. No employee or agent of KCS shall be considered to be an employee or agent of JU, and no employee or agent of JU shall be considered to be an employee or agent of KCS.

E. USE OF NAME. Prior to using the other party's name or related logos in advertisements, publications, or notices relating in any way to the activities described in this Agreement, each party shall first obtain written permission from the other.

F. INDEMNIFICATION. To the extent allowed by Tennessee law, JU and KCS shall each indemnify and hold harmless the other, its respective directors, trustees, officers, agents, and employees, from and against any and all liability, damages and costs, including reasonable attorney's fees and costs, attributable to the negligent acts or omissions of the indemnifying party, its respective directors, trustees, officers, agents, and employees while acting in the scope of their employment, and in furtherance of activities described in this Agreement. Students engaged in educational programs are not employees or agents of JU or KCS for purposes of this Agreement.

Furthermore, if either party becomes aware of a claim or threatened claim involving the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.

G. INSURANCE. Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party. Upon request, either party may request a certificate of insurance from the other party as evidence of coverage. Knox County Schools is self-insured.

H. INTELLECTUAL PROPERTY. Each party to this Agreement shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of programs, projects or activities contemplated by this Agreement. Any IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.

I. NOTICES. All notices and all other matters pertaining to this Agreement requiring notice or delivery to a party shall be in writing and shall be deemed to have been duly delivered when received by the respective addressees at the following addresses:

For Johnson University:
Dr. Gregory L. Linton
Vice President for Academic Affairs/Provost
Johnson University
7900 Johnson Dr.
Knoxville, Tennessee 37998
glinton@johnsonu.edu

For KCS:
Dr. Christy Seals

College & Career Readiness Department
505 Summer Place, 4th Floor
Knoxville, TN 37902
Phone: 865-803-1889
Email: christy.seals@knoxschools.org

J. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and may be modified only by written agreement of the parties.

K. ASSIGNMENT. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or any right, title or interest herein, without the prior written consent of the other party.

L. APPLICATION OF LAW; VENUE. The interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of Tennessee, without regard to its principles of conflicts of law. The parties agree that the venue for all matters related to this Agreement is Knox County, Tennessee.

M. WAIVER. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, or waiver of, or excuse for any different or subsequent breach.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused their duly authorized representatives to execute this Agreement as of the date and year first set out above.

School Name

By: _____

Dr. Christy Seals
College & Career Readiness Department

Johnson University

By: _____

Dr. Daniel Overdorf
President

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-572

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/26/2026

Expectations and Agreement of Johnson University Dual Enrollment Students

All dual enrolled student applicants should indicate their understanding of the following. Please sign your agreement by initialing each line and then typing your name in the box below:

1. I understand that a dual credit course is a college course with college-level expectations and time commitments.

Student Initials: _____

2. I agree to meet deadlines, manage my time effectively, and carefully follow the course syllabus.

Student Initials: _____

3. I recognize that the course grade I earn will be part of my permanent college transcript.

Student Initials: _____

4. I understand that, while it is common practice for institutions of higher education to accept dual enrollment credits, Johnson University cannot guarantee that any particular college will accept the transfer of credit.

Student Initials: _____

5. I understand that, if I earn less than a C in a Johnson University dual credit course, I will not be able to transfer that course into another college or university program.

Student Initials: _____

6. I understand that I must maintain my GPA and am subject to the same Academic Warning, Academic Probation, and Academic Suspension policies as outlined in the Undergraduate Catalog, which states:

a) Undergraduate students who fail to meet the required GPA of 2.00 for all coursework in the fall term or spring term will be placed on Academic Warning. (See Undergraduate Catalog pages 211–212 for additional details).

b) A student placed on Academic Warning will be required to meet with the Director of Academic Support to develop an Academic Success Plan that may include academic coaching, counseling, or referral to other support services as needed. (See Undergraduate Catalog page 212 for additional details).

c) Students will be placed on Academic Probation if their cumulative GPA is lower than 1.5 after the first and second semesters or lower than 2.0 after the third and following semesters. (See Undergraduate Catalog page 212 for additional details).

d) Students who do not meet the required academic standards will be suspended from the University. (See Undergraduate Catalog pages 212–214 for additional details and information on readmission after suspension).

Student Initials: _____

7. I will consistently display honest, ethical behavior and maintain academic integrity as a student of Johnson University, as outlined on pages 25–28 of the Undergraduate Catalog.

Student Initials: _____

8. I understand that designated University personnel will communicate directly with school personnel to share information related to my coursework, progress, conduct, and grades earned within the dual credit course. In connection with my participation in the Dual Enrollment program, I hereby waive application of the Family Educational Rights and Privacy Act (FERPA), and I permit and consent to the disclosure and sharing of my personally identifiable information and all other records by and between my school and Johnson University as they deem necessary.

Student Initials: _____

9. I understand that if I am taking a dual enrollment class at another institution while enrolled as a Johnson University student, I must:

1. Make the dual enrollment supervisor and financial aid office aware; and
2. Provide my transcript from that institution to the dual enrollment coordinator upon completion of the class.

Student Initials: _____

10. The Tennessee Dual Enrollment Grant requires students to maintain a 2.0 GPA in order to utilize grant benefits. If I fall below a GPA of 2.0, there is no option to reinstate the grant for future semesters.

Student Initials: _____

11. I understand that it is the student's/parent's responsibility to pay tuition and fees to Johnson University and to apply for the Tennessee Dual Enrollment Grant.

Student Initials: _____

I understand and agree with the above statements, and I affirm that these statements are true and accurate.

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Knox County Schools and Johnson University district wide dual enrollment agreement.

Cost to Knox County Schools

n/a - Tuition and fees are set by the institution. Students who are eligible for grants and scholarships are responsible for completing the processes and satisfying all financial obligations with the institution.

Description and Type of Funding Source

n/a - Students are responsible for tuition, fees, supplies, and lab fees associated with dual enrollment course(s). Students must meet the admission and registration requirements and deadlines.

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

Consent 6. D. 5.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Tennessee Certified Pre-Apprenticeship Application and MOU/Employer Agreement with Resource Valley Construction Training Council

Submitted By: Terri Coatney

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

Explanation

Approve Tennessee Certified Pre-Apprenticeship Application and Memorandum of Understanding/Employer Agreement with Resource Valley Construction Training Council for a framework of training for KCS students to obtain core exemption from first year of post-secondary apprenticeship for a term of five (5) years at no cost to Knox County Schools

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Fiscal Impact

Attachments

Memorandum of Understanding

Fiscal Note

Pre-Apprenticeship MOU
(Memorandum of Understanding)

EMPLOYER AGREEMENT

ADOPTED BY

Employer:

Resource Valley Construction Training Council

DEVELOPED IN COOPERATION WITH THE

Training Provider:

Knox County Schools – College & Career Readiness Department

EMPLOYER AGREEMENT

This Memorandum of Understanding (MOU) is made on **July 1, 2026**_____, between **Resource Valley Construction Training Council and Knox County Schools, ("Partners")** for the purpose of preparing a skilled workforce aligned with the framework of **Employer's Resource Valley Construction Training Council** Registered Apprenticeship Program, **Apprenticeship Program #TN018890008** .

Purpose: The purpose of this MOU is to provide the framework of the training to be completed and the employer commitment to the program.

Partner Obligations:

- **Training Partner** agrees to recruit, train, and test individuals in the coursework noted below.

Note any and all training, testing levels, work experience the individuals would need to complete to be eligible for an interview with the employer.
Industry Credential NCCER Core

Students who complete the training programs, and meet the minimum qualifications outlined by **Employer** will be connected to the Employer for an interview for a entry-level position with the company.

- **Employer** agrees to interview all individuals who complete the pre-apprenticeship coursework and meets the following criteria.
    - List all required criteria to interview

Pass Fundamental of Construction Course safety exams as well as the high school course

Pass the NCCER Core Industry Credential

The employer agrees to conduct interviews within two months of the date the individual completes the pre-apprenticeship and the employer is made aware the candidate is ready to interview.

Term:

The arrangement made by the Partners by this MOU shall remain in place from **July 1, 2026** until **June 30, 2031**. The term can be extended only by agreement of all Partners, and documented in an addendum to this MOU.

Reviewed and Approved by:

Training Provider:	**Sponsor:**
Signature:	Signature:
Title:	Title:
Date:	Date:

Reviewed and Approved by:

Employer:	**Employer:**
Signature:	Signature:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-573

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/26/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve Tennessee Certified Pre-Apprenticeship Memorandum of Understanding/Employer (five year) Agreement with Resource Valley Construction Training Council for framework of training for KCS students to obtain core exemption from first year of postsecondary apprenticeship.

Cost to Knox County Schools

n/a

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)

Consent 6. D. 6.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Pop Pxl School Photography/Yearbook Agreement for Bearden Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Agreement with Pop Pxl for provision of school photography and yearbook related services for Bearden Middle School for the 2026-2027 school year at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

Agreement Overview: This agreement contains the entire understanding between **Photographer** ("Pop Pxl") and **School** ("Bearden Middle School"). It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have a signed waiver in writing.

Term of Agreement: This agreement is valid for one school year, specifically the 2026-2027 academic year, starting on 8/3/2026 and ending on 5/20/2027 . Either party must provide notice of intent to renew or terminate this agreement at least 30 days before the expiration date.

Date(s) of Services: Pop Pxl will be on campus shooting school portraits for all staff and students attending Bearden Middle School on the following date(s) **TBD**. In addition, a retake day will be scheduled for **TBD**. Pop Pxl will release proofs to all families on or before **TBD**. Products will be shipped directly, and galleries will be available for families to place photo orders. All photo orders will ship directly to families at the addresses they provide upon ordering and will arrive in 1-2 weeks.

Materials: Pop Pxl will provide Bearden Middle School with all applicable flyers, handouts, announcements, and printed and/or electronic materials needed to advertise and execute this service. Pop Pxl will also provide Bearden Middle School with a master digital gallery containing both student images and staff images for internal uses and for the school yearbook.

Delivery Delays: Pop Pxl will make every reasonable effort to deliver all photos and materials, including but not limited to proofs, final images, and printed materials, within the timelines specified in this agreement. However, delays may occur due to unforeseen circumstances beyond Pop Pxl's control, including but not limited to natural disasters, equipment failure, third-party vendor delays, or other force majeure events. In such cases, Pop Pxl will promptly notify Bearden Middle School of the delay and provide an updated delivery timeline. If delays are caused by circumstances within Pop Pxl's control, such as administrative or logistical errors, Pop Pxl will take corrective actions at no additional cost to Bearden Middle School.

Data List Requirement: Bearden Middle School will provide Pop Pxl with an accurate electronic student data list no less than 7 days before picture day. In the event that the data list is not received by the deadline, a rescheduling fee of $100 will be incurred by the school. This fee compensates for additional administrative work and scheduling adjustments required to ensure a smooth picture day. Pursuant to FERPA and state privacy law.

Processing of Money: Pop Pxl will handle the exchange of all monies with regard to said project. All monies are exchanged and processed online. Bearden Middle School is not liable for any loss of money, theft, or payment errors. Pop Pxl will provide the Bearden Middle School with a detailed report after each photographic event sale to ensure full transparency regarding the funds collected.

Force Majeure: Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, labor disputes, or governmental actions. If a force majeure event occurs, both parties will work collaboratively to reschedule services to the earliest mutually agreeable date.

Dispute Resolution and Indemnification: Any disputes arising from this agreement shall first be attempted to be resolved through good faith negotiations. If unresolved, the parties agree to submit to mediation in the state of Tennessee. ~~Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising from their own negligence or willful misconduct under this agreement.~~

Cancellation Policy: In the event that Bearden Middle School decides to terminate services from Pop Pxl between the signing of this contract and the scheduled shooting dates, Bearden Middle School agrees to incur a cancellation fee of $500.

Revenue Share: Pop Pxl will donate 20% of profits from fall/yearbook photos to Bearden Middle School. For purposes of this agreement, profits shall mean gross sales less processing fees, product costs, applicable sales taxes, and shipping costs. A revenue-share payment and accompanying sales report will be provided to Bearden Middle School.

Data Privacy: Pop Pxl agrees to handle all student data in compliance with applicable laws and FERPA. Data will only be used for the purposes outlined in this agreement. While data will not be shared with external parties for marketing or unrelated purposes, Pop Pxl utilizes trusted third-party services, including PhotoDay, to securely manage data and facilitate photography services. These third-party vendors are required to comply with strict data protection standards, and shall comply with FERPA as well.

Student Data Accuracy: Bearden Middle School agrees to provide Pop Pxl with accurate and up-to-date student data necessary for the execution of services outlined in this agreement, including but not limited to student names, grade levels, and other relevant information. Pop Pxl shall not be held liable for delays, errors, or additional costs arising from incomplete, outdated, or inaccurate data provided by Bearden Middle School. In the event of such issues, Pop Pxl will make reasonable efforts to notify the school promptly and work collaboratively to correct the errors.

Student Image Usage: Pop Pxl acknowledges that photographs created under this agreement are primarily for school, yearbook, administrative, and family purchase purposes. Pop Pxl will not use identifiable images of students captured pursuant to this agreement for advertising, marketing, promotional materials, social media, website content, portfolio display, or other commercial purposes without obtaining any required permissions or releases from the student's parent or legal guardian. Nothing in this section shall restrict the school's use of photographs as otherwise permitted under this agreement.

Amendments and Additional Services: Any additional services or changes to this agreement will require mutual written consent and may include an addendum to this agreement.

Parent Communication and Marketing Policy: Pop Pxl may communicate directly with parents and guardians regarding photography services provided on behalf of Bearden Middle School, including picture day information, ordering instructions, gallery notifications, retakes, yearbook-related communications, sports photography, and other school-sponsored photography programs. Pop Pxl will not use parent or guardian contact information provided by Bearden Middle School to market unrelated Pop Pxl services. Bearden Middle School, shall notify parents that Pop Pxl will be contacting them.

Parents and guardians who independently establish a direct relationship with Pop Pxl by making a purchase, creating an account, subscribing to communications, requesting information, or otherwise providing their contact information directly to Pop Pxl may receive communications regarding other Pop Pxl products and services in accordance with applicable laws and Pop Pxl's privacy policies.

Limitation of Liability: In the unlikely event of equipment failure, data loss, acts of God, or other circumstances beyond Pop Pxl's reasonable control that prevent the delivery of photographs, Pop Pxl's liability shall be limited to the rescheduling of photography services or refund of any fees paid directly to Pop Pxl for the affected services.

Background Checks: All photographers and staff employed by Pop Pxl who will be present on the Bearden Middle School campus will have undergone comprehensive background checks, including criminal history checks, prior to providing services. Upon request, Pop Pxl will provide written confirmation of compliance with this policy to Bearden Middle School administration. Pop Pxl staff will comply with all visitor management, check-in, and campus safety procedures required by

SIGNATURES

Bearden Middle School (Client):

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Pop Pxl (Photography Service Provider):

Signature: _____

Printed Name: _____

Title: _____

Date: _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-577

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/28/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contract for a new yearbook/student photos provider, Pop Pxl

Cost to Knox County Schools

0

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 6. D. 7.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Gateway Music Festivals & Tours Agreement for Bearden High School

Submitted By: Terri Coatney

Department: Board of Education/Superintendent

Explanation

Approve Performance Tour Agreement with Gateway Music Festivals & Tours for Bearden Middle School's Band Trip to Orlando, Florida February 11-15, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

Bearden Middle School Band
Matthew Bimstein, Director
Performance Tour of Orlando
Including Participation in Disney Imagination Campus | Performing Arts
February 11 – 15, 2027

Inclusions
June 15, 2026

Transportation
- Round-trip deluxe motorcoach transportation between Bearden Middle School and Orlando
- Motorcoach drivers' hotel accommodations and gratuities

Accommodations & Meals
- Accommodations at a Disney Value Resort property – 3 nights
- Breakfasts – 3
  - Disney Dining Card ($15.00 value each) – 3
- Dinners – 4
  - Disney Dining Card ($20.00 value each) – 4

Performances
- Disney Imagination Campus | Performing Arts
  - Disney's Soundtrack Sessions: Instrumental workshop
  - Disney Imagination Campus | Performing Arts gift for each performer

Sightseeing & Activities
- 3-day Disney Imagination Campus | Performing Arts Park Hopper Package
  - Park Hopper admission to Magic Kingdom, EPCOT Center, Disney's Hollywood Studios and Disney's Animal Kingdom

Additional Inclusions
- Services of a Gateway Tour Manager throughout your tour upon arrival in Orlando
- One free trip for every 20 paying passengers, based on double occupancy rate (including one free trip based on single occupancy for director)
- All taxes and gratuities on inclusive services with the exception of your Gateway Tour Manager
- Professional Liability Insurance carried by Gateway Music Festivals & Tours, Inc.
- "My Gateway" online passenger registration program
- "My Gateway" individual payment processing (optional)

Non-Inclusions
- Individual Travel Insurance **
- Porterage of luggage at hotels
- Storage facilities at your hotel
- Instrument or equipment rental
- Gratuities to the Gateway Tour Manager
- Increases in fuel surcharges

phone: 1-800-331-8579 · fax: (763) 295-6029
www.musicfestivals.com · gmf@musicfestivals.com · P.O. Box 1165, Monticello, MN

Price

Price based on 50 passengers traveling
(48 paying, 1 free based on double occupancy and 1 free based on single occupancy)
Price per person

	Four per room	Three per room	Two per room	One per room
Total Tour Price	$1,223.00	$1,278.00	$1,390.00	$1,725.00

Price

Price based on 70 passengers traveling
(67 paying, 2 free based on double occupancy and 1 free based on single occupancy)
Price per person

	Four per room	Three per room	Two per room	One per room
Total Tour Price	$1,315.00	$1,371.00	$1,483.00	$1,817.00

Price

Price based on 100 passengers traveling
(96 paying, 3 free based on double occupancy and 1 free based on single occupancy)
Price per person

	Four per room	Three per room	Two per room	One per room
Total Tour Price	$1,176.00	$1,232.00	$1,343.00	$1,678.00

The price is subject to the guidelines in the "Terms and Conditions." The land prices are based on vendor rates available on 6/15/26 and are subject to increases imposed by vendors. The prices and events in this proposal can only be confirmed upon receipt of a tour application and booking of activities. The price is subject to change according to the number of passengers.

Please Note: Your initial invoices will show an estimated distribution of passengers at the quad, triple, double and single room rates, resulting in an estimated total balance. When we receive your final rooming list, we will adjust your invoice to reflect your actual distribution and actual final balance. Your final balance must be paid in full 45 days prior to departure.

*** Passengers who wish to insure their individual tour package may purchase through Gateway or a vendor of their choice. Gateway must receive the passenger's premium payment at or before the insurance payment due date, and prior to making their final payment. Gateway strongly recommends a plan with the Cancel for Any Reason benefit. For questions regarding coverage call Trip Mate at 1-800-888-7292 and refer to Plan F455F or F465F (Plan with Cancel for Any Reason). You may also visit their website at www.tripmate.com/wpF455F or www.tripmate.com/wpF465F.*

Performance Tour Application – Knox County

Tour Destination _____

Tour Number of Nights_____ Departure Date_____ Return Date_____

Organization Name _____

Address_____City_____State_____ Zip_____

Day Phone _____ Cell Phone _____ Fax _____

Email_____

Referred by _____

Director _____ Ensemble_____

Director _____ Ensemble_____

Assistant Director _____Ensemble_____

Trip Coordinator/ Booster Member_____

Approximate Number of Travelers _____

I, on behalf of the above-listed organization/participants, agree to travel with Gateway Music Festivals & Tours, Inc. I have also signed the last page of this agreement indicating that I have read and accept the Terms and Conditions set forth by Gateway Music Festivals & Tours, Inc.

Director Signature _____ Date _____

Title_____

Administrator Signature_____ Date _____

Title_____

Enclosed:
__ Completed and Signed Performance Tour Application
__ $1,000.00 Non-Refundable Application Fee (to be applied to the payment of the tour)
__ Signed "Terms and Conditions" (last page)

Mail to: Gateway Music Festivals & Tours, P.O. Box 1165, Monticello, MN 55362

Terms and Conditions

1. Application Fee: A non-refundable fee of $1,000.00 must accompany this application. This amount will be credited to the payment of the tour before the final group payment.

2. Continental U. S. Air Deposit	$50.00 per person air deposit due 11-12 months prior to departure
Hawaii/International Air Deposit	$100.00 per person minimum air deposit due 11-12 months prior to departure May vary according to specific air contracts.
3. Continental U. S. Land Deposit	$50.00 per person land deposit due 11-12 months prior to departure
Hawaii/International Land Deposit	$100.00 per person land deposit due 11-12 months prior to departure

4. Payment Schedule: After the air and land deposits, the remaining balance is divided into four equal installments, to be paid 135/105/75/45 days prior to departure. Should the organization or vendors have a payment schedule with more than four installments or with modified dates that differ from the above that schedule will supersede the above schedule and will be displayed in your "My Gateway" account online. Services are subject to cancellation by Gateway Music Festivals & Tours, Inc. ("Gateway") if payments are not received by their due dates. If Gateway has not received payment in full 45 days prior to departure, Gateway reserves the right to cancel all arrangements and withhold all payments made. All payments must be made in United States currency. Checks should be made payable to "Gateway Music Festivals and Tours, Inc."

5. Air Price: Airfares quoted in proposals are estimated and cannot be confirmed until a deposit is paid and group seats are reserved. After group seats are reserved, additional seats on the group itinerary may be unavailable or available at a higher fare. Air taxes and fuel surcharges are subject to change until tickets are issued.

6. Land Price: Per person land prices are based on a specific number of passengers. If the number of passengers changes, the land price may change. International land prices are based on foreign exchange rates in effect on the date the proposal is sent. Land prices will be based on the final number of passengers and the foreign exchange rate at which Gateway made payments for the group's services and/or fees. Land prices are subject to vendor increases.

7. Air Cancellation Fees: All cancellation dates and penalty amounts will be displayed in your "My Gateway" account. Air cancellation schedules vary according to specific air contracts. When base airfare is confirmed, Gateway will submit the air cancellation and terms to the group leader and will be displayed in your "My Gateway" account. Up until 120 days prior to departure, if the entire group cancels, a flat air cancellation fee of $1,000.00 will be assessed, plus any additional vendors' fees. Individual air deposits may be refundable until 120 days prior to departure, or may become immediately non-refundable upon receipt, according to specific air contracts. Tickets are normally issued 60 days prior to departure. Once tickets are issued, tickets are non-refundable and non-transferable. Should the organization or vendors have a cancellation schedule or additional fees that differ from Gateway's, they will be in addition to Gateway's schedule or amounts. All cancellation fees and schedules will be displayed in your "My Gateway" account online.

A ticket cancelled within 60 days is forfeited and the value may not be applied toward future travel. Name changes may or may not be possible for an additional fee, depending on your air contract.

8. Land Cancellations Fees: Up until 120 days prior to departure, individual land deposits are refundable with the exception of a flat land cancellation fee of $1,000.00 if the entire group cancels, plus any additional vendors' fees. Vendors may assess fees in addition to Gateway's cancellation fees. In the case of an individual cancellation, if a replacement is found and the room block is not affected, cancellation fees may be reduced.
Land cancellation fees from 120 days until departure are as follows:

119 – 106 days:	25% of land cost
105 – 61 days:	50% of land cost
60 – 16 days:	75% of land cost
15 days – departure:	100% of land cost

9. Tour Cancellation or Postponement: The organization has the right to cancel or postpone the tour on behalf of all individuals. In the event the tour is cancelled or postponed by the organization, all individuals will be subject to the cancellation fees as set forth in the individual terms and conditions agreed-to on My Gateway.

10. Tour Refunds: If an individual cancels or an organization cancels on behalf of an individual that has made payments directly to Gateway, any or all applicable refunds will be refunded to the user listed on their individual "My Gateway" account. Payments that were made to the organization directly, will be refunded back to the organization.

11. New Passenger Fee: Each new passenger added to the group within 60 days of departure will be assessed a $200.00 surcharge in addition to any vendor fees or rate increases incurred by Gateway. To confirm an additional passenger, Gateway must receive an updated rooming list and flight manifest.

12. Travel Protection Plan: Gateway strongly encourages an individual travel protection plan to protect against cancellation, baggage loss, and medical expenses. The cost is not included in the proposal and may be purchased through Gateway or a vendor of your choice.

13. Partial Land Packages: Gateway will not arrange partial land packages for individuals. All group passengers must purchase a full land package through Gateway. While on tour, individuals who have not purchased the full land package are not permitted to travel on the group motorcoach or to attend group activities or meals as part of your group's reservation. They may book their own arrangements that shadow your group but cannot be considered part of your group's reservation in any way. Passengers who have not purchased a land package through Gateway are not covered by Gateway's or our vendors' liability insurance.

14. Land Only Passengers: Passengers who choose to make their own individual air arrangements may purchase a Land Only package. If a land only passenger arrives or departs separately from the group's air schedule they will be physically and financially responsible for arranging their own transportation to meet up with the group, wherever the group may be in their itinerary, and for arranging their own return transportation to the airport for their return flight.

15. Airline Obligations: The services of any ARC or IATA member airline may be used in connection with this tour. The responsibilities of the designated carrier in the operation of this tour are limited to the air transportation involved. Your airline ticket constitutes a contract between yourself and the airline (and not Gateway) even if purchased through Gateway. Gateway is not liable for, and does not assume responsibility or accept claims with regard to, seat assignments, schedule changes, flight delays, name changes, flight changes, cancellation claims for a refund or reimbursement of airline ticket fees, loss or damage to baggage or death or injury to person or property, or any other loss or expense incurred by you for any reason whatsoever (including, without limitation to bankruptcy, insolvency, reorganization of a carrier or similar result from creditors) when purchasing or using the carriers services. You are subject to and limited by the terms of applicable tariffs imposed by the carrier or any applicable governmental agency, from time to time, in connection with your air travel. In the event that a flight is oversold and insufficient passengers volunteer to travel on another flight, air carriers reserve the right to rebook customers on another flight involuntarily. The airline will attempt to rebook passengers on the first available flight to the ticketed destination. If flights on that airline are unavailable, the airline will strive to provide comparable accommodations on another airline with which it has a ticketing agreement. Gateway is not liable or responsible for any such cancellations or the airline's failure to find an alternative flight.

Seat assignments cannot be requested through Gateway and will be assigned randomly by the airline. We cannot submit requests to the airlines as our requests are never guaranteed and rarely honored. You can request to have your seat changed through the airline at airport check-in and they will assist you, if possible.

Group air tickets can only be purchased in United States currency; they cannot be purchased with points, miles, vouchers, barter, or any other form of payment. Group air tickets cannot be upgraded with any form of payment, regardless of any status held by the individual passenger.

16. Air Deviations: A limited number of air deviations may or may not be allowed, depending on specific air contracts. Gateway charges a non-refundable deviation handling fee in addition to possible airline handling fees and airfare supplements.

17. Luggage: This proposal includes the cost of transporting one personal suitcase and one carry-on item per person via motorcoach. Regarding airline transportation, the cost of checked luggage and instruments are not included in your proposal unless you request an estimated total amount to be included in your package. Each airline also places restrictions on the linear inches and weight of checked and carry-on items. Group members are responsible to pay applicable oversized or overweight fees to the airline upon check-in as these are not included in your proposal. Group members are responsible for any lost personal property. Gateway and/or its staff are not responsible for locating or forwarding lost items.

18. Itinerary Changes: Participation in the program constitutes approval of the itinerary and program costs. Gateway shall have the right to alter, amend, or cancel programs and to make any adjustments to the program cost prior to departure in order to meet unanticipated contingencies, as Gateway shall determine in consultation with the organization's leadership. Such changes shall not be grounds for cancellation without penalty. Should conditions beyond the control of Gateway require that changes be made to the itinerary, Gateway will endeavor to provide, but shall not guarantee, alternate activities of an equal or higher value. Once the tour begins any changes in itinerary must be approved by Gateway. If any additional services are requested, Gateway must handle booking and must receive payment for said services within two weeks of the group's return date.

The organization has the right to make adjustments to the tour itinerary, inclusions, and terms and conditions on behalf of all passengers.

19. Gateway Tour Manager: Your Gateway Tour Manager will be responsible for the overall operation of the tour, ensuring that you receive all services listed on your Inclusions document. Tour Managers are not responsible for behavioral issues, chaperone duties, individual health issues, or anything else that distracts them from the entire group.

20. Behavioral Standards: Gateway shall have the right to enforce whatever rules and standards it deems reasonable with respect to the behavior of the participants traveling with Gateway. Such rules may include, without limitation, attendance at scheduled activities, curfew, dress standards, vulgar language, smoking, illegal drugs, and underage alcohol consumption. If a participant fails to comply with any such rules, Gateway shall have the right to send the participant home by the first available transportation at the expense of the participant or the parent/legal guardian of the participant. The organization and each participant recognizes that Gateway is not responsible for the conduct of any participant on the tour and hereby agrees to indemnify and hold Gateway harmless from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses, including, but not limited to, attorneys' fees, arising out of or in any way related to, the actions or omission of any participant on the tour with Gateway.

21. Infants: Gateway must be notified of any children traveling under 2 years of age as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

22. Disabilities: Gateway must be notified of any disabled passengers as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

23. Travel Documents: It is the sole responsibility of the organization and each participant to verify the validity of each participant's individual travel documents including, but not limited to, passports, visas, ETIAS, birth certificates, and REAL-ID compliant licenses. Gateway is not responsible for individual travel documents deemed invalid by authorities.

24. Dietary Needs: If you have any passengers with dietary restrictions or allergies Gateway must be notified upon registration on My Gateway. Gateway will notify the vendors of these needs but can not guarantee that all needs can be met by the vendors. Ultimately, it is the passenger's responsibility to always check to make sure that their restrictions are known for each meal and that they are eating something that follows their dietary needs. If the vendor is not able to provide an alternative, it is the passenger's responsibility to find and pay for a replacement.

25. Festival Participation: If your proposal includes participation in a music festival, we will keep you advised as to the status of that festival. Should there be an insufficient number of groups to operate a festival, Gateway reserves the right to convert your package to a performance tour.

26. Photography: The organization and each participant, hereby consents to Gateway taking, processing, publishing or otherwise using photographs of the advisor or the participants, either alone or with others, in any way deemed desirable by Gateway, in its sole discretion, and the undersigned organization and each participant hereby waives all rights in and to any such photographs and agrees not to bring any action or cause of action in connection with any such photographs, or Gateway's use of the same.

27. Events beyond Gateway's Control: Gateway shall not be responsible for, and Gateway and its officers, directors, employees and agents are hereby released from all claims arising out of, events beyond Gateway's control making it operationally impossible to proceed, or continue with, the tour because participants are unable or unwilling to travel, including, without limitation, acts of God, actual or threatened, war, terrorism or the threat thereof, insurrection, riots, civil action, decisions by governments or governing authority, governmental restrictions, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, industrial action, strikes, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts of omissions of persons or companies not controlled by Gateway, including, without limitations, air carriers, bus companies, railways, and hotels, and all similar events outside Gateway's control.

28. Health and Safety Measures: Gateway shall have the right, but not the duty, to take whatever actions it deems 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 home for medical or other emergency reasons, at the expense of the participant or the parent/legal guardian of the participant. For student groups: a minor may not be left unattended at any time, and the organization, or the parent/legal guardian of the participant, is responsible to assign someone to be present at all times. In any case, the Gateway Tour Manager must remain with the group at all times.

29. Release and Waiver: You are responsible for your own safety on the tour. The organization and each participant of a Gateway tour hereby agrees to release and fully discharge Gateway, and its officers, directors and agents, from and against any and all claims, actions, causes of action, demands, liabilities, arising out of or in any way related to events occurring on the tour, except for such claims and actions resulting from the intentional, willful, or wanton acts of Gateway or its employees. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST GATEWAY OR ITS EMPLOYEES FOR ITS NEGLIGENCE.

30. Governing Law and Forum Selection: This agreement/document shall be deemed executed in the State of Tennessee and construed according to the laws of the State of Tennessee. It is agreed by and between the participant and Gateway that all proceedings arising out of or in connection with any dispute concerning this agreement, the above-referenced rights and obligations, or in connection with any matter directly or indirectly related to this agreement, shall be brought in the courts of the State of Tennessee, County of Knox, and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding and agrees not to bring any proceeding arising out of or relating to this agreement in any other court.

If you have any questions, please contact our office for clarification at 1-800-331-8579.

Please complete all information below:

I, the undersigned, have read and hereby accept these Terms and Conditions on behalf of the organization/participants.

Director Signature _____ Date _____

Title_____

Administrator Signature_____ Date _____

Title_____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-578

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

The Band directors at Bearden Middle School are requesting travel to Orlando, FL in February, 2027. The trip will cost approximately $1225 for 3 days admission to Disney theme parks and include an educational performance clinic. It will also include 7 meals, hotel, transportation, and admission to the parks.

Cost to Knox County Schools

0

Description and Type of Funding Source

Fundraising, dontations

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

Board of Education Regular Session-5:00 PM **6. D. 8.**

Meeting Date: 09/10/2026

Junior Tours Tour Confirmation Agreement for Bearden Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Tour Confirmation Agreement with Junior Tours for Bearden Middle School's National Junior Honor Society and Student Council Trip to Washington D.C. March 23-26, 2027 at no cost to Knox County Schools

Fiscal Impact

Attachments

Agreement

Fiscal Note

Junior Tours

Educational Student Travel Since 1976
935 Route 34, Ste 3C, Matawan, NJ 07747
1-800-631-2241 • info@juniortours.com

Tour Confirmation Agreement

This **Tour Confirmation Agreement** (this "**Agreement**") is between **Junior Bus Tours, Inc**. ("**Junior Tours**") and **Bearden Middle School** (the "**Group**"). Junior Tours and the Group agree that:

TOUR PACKAGE

Junior Tours will provide the Group a tour of **Washington D.C.** from **March 23-26, 2027**, with the following:

* Private motorcoach for round-trip and local transportation
* 3 night's accommodations
* 3 breakfasts
* 3 lunches ($20 cash allotment per person)
* 3 dinners
* Tour Guide
* Sightseeing tour as per itinerary
* Free chaperones in the ratio of 1 to 10 paying participants in double occupancy
* $500 cash stipend
* Promotional materials, accounting and rooming list forms, and baggage tags
* All admissions and taxes for included events while on tour
* Insurance- Junior Tours, Inc. maintains professional liability insurance policy
* Junior Tours Registration/Payment portal

NUMBER OF PARTICIPANTS TOUR COST AND PAYMENT PROCEDURE

The all-inclusive cost on quad occupancy is $**1135** per person. The Tour cost is based on 40-50 paying participants. Should the final number of paying participants fall below 40-50 paying participants, Junior Tours reserves the right to increase the tour cost and/or adjust the Tour Package accordingly.

The total tour cost shall be paid according to the following deposit schedule (Should the Group require additional time to make these payments, please contact Junior Tours):

1st Deposit: $250 per person is due 9/15/2026
2nd Deposit: $295 per person is due 11/1/2026
3rd Deposit: $295 per person is due 12/15/2026
Balance: $295 per person is due 2/1/2027

ROOMING LIST - ADDITIONAL ROOMING CHARGES

The Rooming List should be forwarded to Junior Tours as soon as it becomes final, but not later than 6 weeks prior to the Group's departure date.

The Tour Package cost includes double occupancy rooms for free chaperones and quad occupancy rooms for paying participants. Any paying participant opting for (i) triple occupancy will pay an additional $100 per person; (ii) double occupancy will pay an additional $250 per person; and (iii) single occupancy will pay an additional $500 per person.

MISCELLANEOUS

Intentionally left blank.

Junior Tours

Educational Student Travel Since 1976
935 Route 34, Ste 3C, Matawan, NJ 07747
1-800-631-2241 • info@juniortours.com

GENERAL RESPONSIBILITIES AND POLICIES

Standard Cancellation Policy: The Group Leader has the sole discretion to make all decisions on behalf of the Group in regard to the Tour and whether to reschedule or cancel the Tour if conditions warrant a change. Any decision reached by the Group Leader and Junior Tours is binding on all registered tour participants. All payments received, less non-recoverable deposits, will be applied to the new tour if the Tour is rescheduled. All payments received, less non-recoverable deposits and a $200 per person booking fee, will be refunded if the Tour is canceled.

If an individual Tour Participant wants to cancel from a scheduled tour, they must notify Junior Tours in writing. Junior Tours will retain:
25% of the Tour Price if cancellation notice is received 90 days or more prior to departure.
50% of the Tour Price if cancellation notice is received more than 46-89 days prior to departure.
100% of the payments received if cancellation notice is received 45 days or less prior to departure.

Junior Tours recommends that each person purchase Trip Mate's Standard or Enhanced Protection. Each person will have the opportunity to purchase the protection when they register online. Individuals who purchase the Standard Protection are entitled to a 100% refund of any monies lost after applying the Standard Cancellation Policy if they can document that they are cancelling for a 'qualified reason'. Qualified reasons include, but are not limited to, things such as unforeseen sickness, accidental injury, death, weather causing delay or cancellation of travel, jury duty, military personnel called to emergency duty for a disaster other than war, etc. Individuals who purchase the Enhanced Protection also get 'Cancel For Any Reason' Protection. This plan provides a 75% refund of any monies lost after applying the Standard Cancellation Policy for individuals who Cancel For Any Reason up until 48 hours before the scheduled departure.

Junior Bus Tours, Inc., its employees, shareholders, directors and affiliates, (collectively "Junior Tours"), does not own, operate or control any person or entity which provides goods or services for your Tour including, for example, lodging facilities, transportation companies, guides, entertainment or sightseeing operators, restaurants, etc. All such persons and entities are independent contractors. As a result, Junior Tours is not liable for any negligent or willful act of any such person or entity, or of any third party.

Without limitation, Junior Tours 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 God, force majeure, acts of government, 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 or safely, dangers associated with animals, insects or pests, sanitation problems, food poisoning, illness, epidemics or the threat thereof, lack of or unacceptable quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Junior Tours.

The Tour cost is based upon an agreed minimum number of full paying participants and specific activities as set forth on the sample itinerary. Failure to reach the minimum number of paying participants and/or the addition of new activities to the Tour may necessitate an increase in the final Tour Cost. Junior Tours reserves the right to pass along to the Group any and all unforeseen increases in supplier cost (e.g. fuel surcharges, taxes or fees) imposed by airlines, motor coach companies and/or other vendors. Changes in hotels or itinerary may be made at the discretion of Junior Tours if deemed necessary or desirable. Junior Tours is not responsible for any lost or stolen items while on Tour.

Junior Tours specifically disclaims any and all responsibility for the general supervision and behavior of tour participants. The number of complimentary chaperones provided by Junior Tours is not a recommendation as to the actual number of chaperones that should accompany the Tour. The actual number of chaperones accompanying the tour shall be determined by the Group in its reasonable discretion. Junior Tours reserves the right to decline to accept or retain any person as a member of any trip.

Junior Bus Tours, Inc.		**Bearden Middle School**	
By: *Richard Abrams*	09/01/2026	By: _____	_____
Authorized Representative	Date	Authorized Representative	Date

Please sign and return one copy of this agreement at the time of first deposit due date.

Junior Tours®
PERSONALIZED
EDUCATIONAL STUDENT TRAVEL

- REGISTRATION FORM -

www.juniortours.com/go

Dear Students & Parents - You are invited to participate in an exciting and educational trip of a lifetime!
Space is limited and seats will be filled on a first come, first served basis.

TOUR NUMBER:	**27BEARDEN**	**DESTINATION:**	Washington D.C.
GROUP NAME:	Bearden Middle School	**GROUP LEADER:**	Mary Nipper
TOUR DATES:	March 23-26, 2027	**TOUR COST:**	Based on a group size of 40-50 paying passengers:
			$1135 per person - quad occupancy
			$1235 per person - triple occupancy
			$1385 per person - double occupancy
			$1635 per person - single occupancy

PAYMENT SCHEDULE:

1ST DEPOSIT AMOUNT: $250 per person	**1ST DEPOSIT DUE DATE:** Before 9/15/2026
2ND DEPOSIT AMOUNT: $295 per person	**2ND DEPOSIT DUE DATE:** 11/1/2026
3RD DEPOSIT AMOUNT: $295 per person	**3RD DEPOSIT DUE DATE:** 12/15/2026
4TH DEPOSIT AMOUNT: REMAINING BALANCE	**4TH DEPOSIT DUE DATE:** 2/1/2027

YOUR TOUR PACKAGE INCLUDES:

- Round-trip transportation via private motorcoach
- Private motorcoach for all local touring
- Deluxe hotel accommodations
- Tour Escort with group 24 hours a day
- Breakfast, lunch and dinner each day on tour
- All admission fees and taxes
- Evening activities
- Private security monitoring hotel hallways

JUNIOR TOURS – A TOUR COMPANY YOU CAN TRUST:

- Family operated business since 1976
- Specializing exclusively in overnight educational tours
- Active member of the Student & Youth Travel Association
- A Tour Representative is available 24 hours a day / 7 days a week
- All funds are safeguarded in separate customer accounts
- Liability insurance coverage
- 9 out of 10 groups who travel with Junior Tours return for another tour
- Junior Tours has successfully planned tours for almost a million people

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Junior Tours recommends that each person purchase Trip Protection through TravMark. The cost of the insurance is 5.0%-7.9% of the total trip cost. The insurance can be purchased when you register online. Highlights of the plan include:

STANDARD PROTECTION:
* Full Refund of all tour payments if cancelled prior to departure for medical or other qualified reason
* $25,000 Medical Coverage on tour
* Trip Delay and Trip Interruption Coverage
* Lost, Damaged or Delayed Baggage Coverage

ENHNANCED PROTECTION (all of Standard Protection plus):
* 75% Refund of all tour payments if cancelled 48 hours prior to departure for ANY REASON

CLICK HERE for a summary of Plan Benefits

To register, go online to www.juniortours.com/go and enter Tour Number: 27BEARDEN

You will be directed to a website where you will create an account and begin the process of registering to travel. Follow the prompts to enter your contact information, payment information and agreement to the Terms & Conditions (as outlined on the next page of this form).

Please Note: If an insufficient number of people register to travel with your group, the tour may be cancelled and you will receive a FULL REFUND.

- TERMS AND CONDITIONS -

Tour Cost: The Tour Cost is based upon an agreed to minimum number of full paying participants and specific activities as set forth on the sample itinerary. Failure to reach the minimum number of paying participants and/or the addition of new activities to the Tour may necessitate an increase to the final Tour Cost. Junior Tours reserves the right to pass along to the Group any and all unforeseen increases in supplier costs (e.g. fuel surcharges, taxes or fees) imposed by airlines, motorcoach companies or other vendors. Fees for airline checked baggage are not part of the tour package cost and are payable directly to the airline at time of airport check in.

General Payment Procedures: Please go to www.juniortours.com/go to register. If you prefer to pay by check, please create an account and then mail us a check by the 1st Deposit Due date indicated on the other side of this form. Be sure to include the Tour Participant's name and Tour Number in the memo of your check. We will post the payment to your account. Only one registrant per form. There is a $25 fee for all returned checks. Credit card convenience fees are always non-refundable, unless otherwise noted. All payments, including credit card convenience fees, will be fully refunded if the minimum number of people is not met and the trip is cancelled by the 1st deposit due date.

Standard Cancellation Policy: The Group Leader has the sole discretion to make all decisions on behalf of the Group in regard to the Tour and whether to reschedule or cancel the Tour if conditions warrant a change. Any decision reached by the Group Leader and Junior Tours is binding on all registered tour participants. All payments received, less non-recoverable deposits, will be applied to the new tour if the Tour is rescheduled. All payments received, less non-recoverable deposits and a $200 per person booking fee, will be refunded if the Tour is canceled.

If an individual Tour Participant wants to cancel from a scheduled tour, they must notify Junior Tours in writing. Junior Tours will retain:
25% of the Tour Price if cancellation notice is received 90 days or more prior to departure.
50% of the Tour Price if cancellation notice is received more than 46-89 days prior to departure.
100% of the payments received if cancellation notice is received 45 days or less prior to departure.

Insurance Protection:
Junior Tours recommends that each person purchase TravMark's Standard or Enhanced Protection. Each person will have the opportunity to purchase the protection when they register online.

Individuals who purchase the Standard Protection are entitled to a 100% refund of any monies lost after applying the Standard Cancellation Policy if they can document that they are cancelling for a 'covered reason'. Covered reasons include, but are not limited to, things such as unforeseen sickness, accidental injury, death, weather causing delay or cancellation of travel, jury duty, military personnel called to emergency duty for a disaster other than war, etc.

Individuals who purchase the Enhanced Protection also get 'Cancel For Any Reason' Protection. This plan provides a 75% refund of any monies lost after applying the Standard Cancellation Policy for individuals who Cancel For Any Reason up until 48 hours before the scheduled departure.

Medical Release & History: In the event of a medical emergency, you authorize the chaperones on tour to obtain medical treatment for your child and authorize any physician to examine your child and render treatment which, in such physician's judgment, is deemed reasonably necessary for their health and well-being. It is your responsibility to inform your Group Leader of your child's medical history as it pertains to any physical or psychological conditions that may interfere with their participation on Tour or have an impact on any other person in the Group.

Conduct Expected: Participants are responsible for exercising sound judgment, caution and respect for people, places and things while on tour. A guideline of expected behavior is outlined in the "Rules and Regulations" as posted on our website at https://juniortours.com. Failure to comply with the Rules as set forth on our website and by the Group Leader and/or chaperones may result in the participant being sent home at his or her own expense with no refund. Each Tour Participant is responsible for paying for any damage to the hotel, motorcoach or other property damage caused while on tour.

Responsibility Clause: Junior Tours, its employees, shareholders, directors, agents, group leaders and chaperones (collectively "Junior Tours") does not own, operate or control any person or entity which provides goods or services for your Tour including, for example, lodging facilities, transportation companies, guides, entertainment or sightseeing operators, restaurants, etc. All such persons and entities are independent contractors. As a result, Junior Tours is not liable for any negligent or willful act of any such person or entity, or of any third party.

Without limitation, Junior Tours 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 God, force majeure, acts of government, 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 or safely, dangers associated with animals, insects or pests, sanitation problems, food poisoning, illness, epidemics or the threat thereof, lack of or unacceptable quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Junior Tours.

Changes in hotels or itinerary may be made at the discretion of Junior Tours if deemed necessary or desirable. Junior Tours is not responsible for any lost or stolen items while on Tour. Any likeness (video or photo) taken of a Tour Participant, or any statement or comment made by a Tour Participant, may be used, published or reproduced for promotion, distribution, advertising in print or digital media by Junior Tours without compensation.

Junior Tours specifically disclaims any and all responsibility for the general supervision and behavior of Tour Participants. The number of complimentary chaperones provided by Junior Tours is not a recommendation as to the actual number of chaperones that should accompany the Tour. The actual number of chaperones accompanying the Tour shall be determined by the Group in its reasonable discretion. Junior Tours reserves the right to decline to accept or retain any person as a member of any Tour Group.

Binding Arbitration: Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the tour, or the tour itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New Jersey law and will take place in Newark, New Jersey. 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. By agreeing to these terms and conditions, both of us are waiving our right to a trial by jury.

At the time of registration, each traveler will have the option to purchase either TravMark's Standard Trip Protection Plan or Enhanced Trip Protection Plan.

The Standard Trip Protection offers 100% refund for cancellations right up to departure for covered emergency reasons.

The Enhanced Trip Protection also offers the added benefit of 75% refunds for cancellations
up to 48 hours before departure for unspecified reasons.
This Plan must be purchased within 14 days of the initial deposit for the tour.

Standard Plan Cost: 5.0% of Trip Cost

Enhanced Plan Cost: 7.9% of Trip Cost

Additional Benefits Offered with BOTH Plans:

- $25,000 Accident & Sickness Medical Expense on tour
- $100,000 Medical Evacuation
- $1,500 reimbursement for lost or damaged baggage
- $300 reimbursement for delayed baggage
- $150/day reimbursement for trip delays



Travel Protection

You've invested in the trip, *protect it*

Plan Benefits[3]	Standard Maximum Benefit Amount[1]	Enhanced Maximum Benefit Amount[1]
Same Rate For All Age Travelers	5.0% of trip cost	7.9% of trip cost
Trip Cancellation | Protects trip investments and provides reimbursement for non-refundable prepaid costs if your trip is cancelled due to a covered reason.	100% of the non-refundable insured Trip Cost	100% of the non-refundable insured Trip Cost
Trip Interruption | Protects trip investments and provides reimbursement for non-refundable prepaid costs if your trip is interrupted due to a covered reason.	100% of non-refundable insured Trip Cost	100% of non-refundable insured Trip Cost
Trip Delay | Reimbursement for reasonable expenses, such as lodging, local transportation, and meals if a trip is delayed 8 consecutive hours or more for a covered reason.	$750 ($150/day)	$750 ($150/day)
Missed Connection | Reimbursement for additional transportation cost and unused non-refundable land or water arrangements if your arrival at your destination is delayed for at least 3 consecutive hours for a covered reason.	$500	$500
Baggage & Personal Effects | Reimbursement for luggage and personal effects if bags are lost, stolen, damaged or destroyed.	$1,500	$1,500
Baggage Delay | Reimbursement for necessary personal items if bags are delayed for at least 12 consecutive hours or more.	$300	$300
Accident and Sickness Medical Expense | Provides reimbursement for medical expenses if a sickness or injury occurs during your trip. Includes dental expense sublimit for emergency dental treatment expenses up to $750.	$25,000	$25,000
Medical Evacuation and Repatriation | Among other things, this reimburses transportation expenses incurred to transport you to the nearest suitable medical facility where treatment is available if you incur a sickness or injury that is acute, severe, or life threatening during your trip provided adequate treatment is not available in your immediate area.	$100,000	$100,000
Political or Security Evacuation and Natural Disaster Evacuation | Provides coverage for all reasonable political, security and natural disaster evacuation expenses and related costs incurred for your transportation, if you must interrupt for a covered political, security or natural disaster event while traveling outside your home country.	$25,000	$25,000
Cancel for Any Reason[2]	N/A	75% of trip cost
Non-Insurance Travel Assistance Services | Includes a wide range of services before and during trips through our 24/7 toll free number. Includes assistance with emergency medical evacuation, medical monitoring, replacement medication and more.	Included	Included

[3]Popular covered reasons for trip cancellation and trip interruption include:

- Sickness, Injury or Death
- Common carrier cancellation or delay due to mechanical breakdown, strike or inclement weather
- Destination or home uninhabitable by a natural disaster
- Terrorist incident
- Job Loss
- Job Transfer

To review full plan details, covered reasons and coverages, or download the plan documents for your state of residence, visit us at travmark.com/gcvoluntary/.

Product Disclaimers

Coverage and maximum amounts may vary and may not be available in all states. Refer to the plan documents for full details.

[1] For Standard and Enhanced Plans: The Pre-Existing Medical Condition Exclusion Waiver can be waived provided: (a) You are medically able and not disabled from travel at the time your plan cost is paid based on assessment of a physician; and (b) You purchase this plan at within 14 days of the date of your initial payment for Your Trip.

[2]The Cancel For Any Reason allows you to cancel your Trip for any reason provided you purchase the plan within 14 days of the date your initial payment or deposit for your trip is received and you cancel your trip up to 2 (two) days before your scheduled Departure Date of your trip. If You cancel Your Trip for any reason not otherwise covered by this Plan, (CFAR) benefits provide reimbursement up to 75% of the Prepaid, forfeited, non-refundable Payment or Deposits You paid for Your Trip. Please Note: The Cancel For Any Reason Benefit is applicable to all prepaid non-refundable insured trip costs. CFAR is not available to residents of New York.

General Disclaimer

This advertisement contains highlights of the plans developed by Travmark.com, Inc., which include travel insurance coverages underwritten by United States Fire Insurance Company, Principal Office located in Morristown, New Jersey, under form series T7000 et al, T210 et al and TP-401 et al and non-insurance Travel Assistance Services provided by On Call International. The terms of insurance coverages in the plans may vary by jurisdiction and not all insurance coverages are available in all jurisdictions. Insurance coverages in these plans are subject to terms, limitations and exclusions including an exclusion for pre-existing medical conditions. In most states, your travel retailer is not a licensed insurance producer/agent, and is not qualified or authorized to answer technical questions about the terms, benefits, exclusions and conditions of the insurance offered or to evaluate the adequacy of your existing insurance coverage. Your travel retailer may be compensated for the purchase of a plan and may provide general information about the plans offered, including a description of the coverage and price. The purchase of travel insurance is not required in order to purchase any other product or service from your travel retailer. CA DOI toll free number is 800-927-4357. The cost of your plan is for the entire plan, which consists of both insurance and non-insurance components. Individuals looking to obtain additional information regarding the features and pricing of each travel plan component, please contact Travmark.com, Inc. 1 Hollywood Avenue #248 Ho Ho Kus, NJ 07423 CA License# 0196377. While Travmark.com, Inc. markets the travel insurance in these plans on behalf of USF, non-insurance components of the plans were added to the plans by Travmark.com, Inc., and Travmark.com, Inc. does not receive compensation from USF for providing the non-insurance components of the plans.

FOR DIGITAL USE ONLY



EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to You, Your Traveling Companion, Family Member scheduled and booked to travel with You.
The following exclusion(s) appl(y)(ies) to the Trip Cancellation and Trip Interruption and Medical Expense.
We will not pay for any loss or expense caused due to, arising or resulting from:

1. a Pre-Existing Medical Condition, as defined in the plan. Death resulting from a Pre-Existing Medical Condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

The following exclusions apply to the Medical and Dental Expense benefits.

We will not pay for any loss or expense caused due to, arising or resulting from:

1. routine physical examinations or routine dental care;
2. traveling for the purpose or intent of securing medical treatment or advice;
3. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
4. Elective Treatment and Procedures;
5. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that first manifests or occurred during Your Trip;
6. any medical service provided by You, a Family Member, or Traveling Companion;
7. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
8. Alcohol or substance abuse or treatment for the same including admittance to a rehab facility;
9. Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Cancellation or Trip Interruption or elective abortion;
10. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the plan is in effect. Hospitalized or Partially Hospitalized requirement does not apply to dementia when death results;
11. any loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the plan is not in effect for You;
12. Your participation in Adventure or Extreme Activities, riding or driving in races, or participation in speed or endurance competition or events, except as a spectator;
13. diving if You are not certified to dive and a dive master is not present during the dive;
14. Your participation in an organized athletic or sporting competition, contest, or stunt under contract in exchange for an agreed-upon salary or compensation. This does not include athletes participating in exchange for a scholarship or tuition.

In addition to any applicable benefit-specific exclusion, the following general exclusions apply to all losses and all benefits.

We will not pay for any loss or expense caused due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane;
2. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the plan specifically provides otherwise;
5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the plan;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. a loss or damage caused by detention, confiscation or destruction by customs;
8. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Bankruptcy or Default. Important: there is no coverage for losses due to, arising or resulting from the Bankruptcy or Default of Your Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this plan to You or Your Traveling Companion.

The plan contains Limitations to the Political or Security Evacuation and the Natural Disaster Evacuation coverage.

The plan also contains exclusions specific to the Baggage & Personal Effects benefit.

MEDICALLY FIT TO TRAVEL EXCLUSION: We will not pay any expense as a result of You having been advised in writing that You, Your Traveling Companion or Family Member scheduled and booked to travel with You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the plan. If coverage for a Trip is purchased and it is later determined that You, Your Traveling Companion or Family Member scheduled and booked to travel with You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the plan, the coverage is void and plan cost paid will be returned.

EXCESS INSURANCE: Insurance provided by this plan shall be in excess of all other valid and collectible insurance or indemnity or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of plan cost paid.

Trip Cancellation and Trip Interruption benefits are only payable if a trip is cancelled or interrupted for a covered reason.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-579

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

National Junior Honor Society and Bearden Middle School Student Council will take a trip to Washington, D.C. in March of 2027. I will attach the itinerary and information. The tour company is Junior Tours.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Parent Paid

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

Consent 6. D. 9.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Dramatic Performing Rights License Agreement for Beaumont Magnet Academy

Submitted By: Terri Coatney

Department: Academics **Division:** Region 5

Explanation

Approve Dramatic Performing Rights License Agreement with Music Theatre International for Beaumont Magnet Academy's production of "Disney's Newsies Jr." May 20-22, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

MUSIC THEATRE INTERNATIONAL
423 west 55th st., 2nd fl., new york, ny 10019 • licensing@mtishows.com • www.mtishows.com

INVOICE

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(0078123) BEAUMONT MAGNET ACADEMY -- DISNEY'S NEWSIES JR.

Production of DISNEY'S NEWSIES JR.

SPECIAL CONDITIONS:

When

License for Performances from	8/7/2026 - 8/7/2027
First Performance Date	5/20/2027
Last Performance Date	5/22/2027
Number of Performances	5

Where

Theatre Name	BEAUMONT MAGNET ACADEMY
Theatre Address	1211 BEAUMONT AVE KNOXVILLE, TN 37921
Country	US
Theatre Phone	865-594-1272
Theatre Fax	865-594-1273
Theatre Website	

Audience

Seating Capacity	220
Expected or Average Seating Usage	200

Tickets

Price1	$5	**% of total**	100%
Price2	--	**% of total**	--
Price3	--	**% of total**	--
Price4	--	**% of total**	--
Price5	--	**% of total**	--
	$5 AVG		**100% TOTAL**

Order Summary

Production Materials		
ShowKit		
	Royalty Fee	$139.00
	Material Fee	$556.00
1	DOWNLOADABLE RESOURCES AND MEDIA	
1	GUIDE VOCAL AND PERF TRACKS DIGITAL	
1	CHOREOGRAPHY VIDEOS DIGITAL	
30	ACTOR'S BOOK	
1	DIRECTOR'S GUIDE	
1	PIANO VOCAL SCORE	
Additional Material		
Theatrical Resources		
1	LOGO PACK DIGITAL	$75.00
1	VIDEO LICENSE	$75.00
Sales Tax		$0.00
	Materials and Resources Sub Total	$845.00

S&H Summary

Production Materials	Standard	$45.00
Additional Production Materials		$0.00
Theatrical Resources	Standard	$0.00
MATERIALS AND RESOURCES SUB TOTAL		$45.00

Total

MATERIALS AND RESOURCES SUB TOTAL	$845.00
SHIPPING & HANDLING SUB TOTAL	$45.00
GRAND TOTAL	$890.00

Information

Name	**Phone**
Address	**Fax**
Country	**Email**

Shipping Address

Organization	BEAUMONT MAGNET ACADEMY
Contact	AMANDA TAYLOR
	1211 Beaumont Ave
Shipping Address	KNOXVILLE, KNOX
	TN 37921
Phone	8655941272

Billing Address

Organization	BEAUMONT MAGNET ACADEMY
Contact	AMANDA TAYLOR
	1211 Beaumont Ave
Billing Address	KNOXVILLE, KNOX
	TN 37921
Phone	8655941272

Payment

Payment Method	Creditcard Only
Invoice Total	$890.00

Type of Card
Name on Card
Card Number
Expiration Date
CID#

Terms and Conditions

DRAMATIC PERFORMING RIGHTS LICENSE

1.Your authorized materials will consist of the nonrefundable items, as listed below, for your cast to keep. Shipment of the ShowKit is conditioned on your production being Fully Licensed (i.e., you have received email confirmation from MTI after successfully completing all steps in this online ordering process). Provided your production is Fully Licensed, the ShowKit will be shipped as soon as practicable. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you. Your ShowKit will consist of the following:

1	**DOWNLOADABLE RESOURCES AND MEDIA**
1	**GUIDE VOCAL AND PERF TRACKS DIGITAL**
1	**CHOREOGRAPHY VIDEOS DIGITAL**
30	**ACTOR'S BOOK**
1	**DIRECTOR'S GUIDE**
1	**PIANO VOCAL SCORE**

2. You agree that
Ticket prices for any performance of the show shall not exceed $10.00 per ticket and
No performance 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.

3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International 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 must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.

You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.

Recording: This license does not grant you the right to (i) record 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, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. 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 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.

Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. 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), 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 ShowKit 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.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

Additional Licensing Provisions

1. **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. This includes making statements or publishing social media content that (i) are libelous, defamatory, obscene, or unlawful; (ii) otherwise violate or infringe anyone's rights; (iii) offer commentary on current events; or (iv) are otherwise inconsistent with Disney's family-friendly standards, 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, and/or firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain prior written approval of Music Theatre International (MTI) on behalf of Disney, to be exercised at Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement, to injunctive relief, and to prohibit any further use of the Play.

2. **ORIGINAL DESIGNS, DIRECTION, AND CHOREOGRAPHY.** You are prohibited from copying or otherwise using any of the design, direction, choreography, artwork, or other intellectual property from Broadway production of the Play or the Disney Film on which the play based, although there may be a general resemblance. All elements provided in materials supplied by MTI (dances provided in Choreography Videos, Scenic and costume design ideas, staging suggestions, black and white logo, etc.) are approved for use without further permission.

3. **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:

   3.1. in any advertising, publicity, or promotions of the Play, other than as provided in the Billing Rider for the sole purpose of factually describing 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.

   3.2. to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

   3.3. in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

   For the avoidance of doubt, you are expressly prohibited from creating

any social media account names, websites, or other internet accounts that incorporate any of the foregoing Disney names or marks.

4. **ARTIFICIAL INTELLIGENCE (AI).** Licensee shall not, and shall ensure that its employees, contractors, cast, crew, and other personnel do not, input or provide any Disney-owned IP (including script, score, music tracks, choreography videos, logos, and any other materials distributed by MTI; original Broadway designs such as sets, costumes, puppets, and projections; and posters or playbills from the original films or Disney stage productions) (the "Disney IP") to any generative AI software for any purpose whatsoever. Licensee shall inform cast, crew, contractors, and other personnel with access to Disney IP regarding this restriction.

5. **AUTHORS AND ORIGINAL CREATIVE TEAM MEMBERS.** Licensees may not contact the authors of the Play or any of Disney's original creative team members of the Play directly. Any questions about the script and score materials or press and promotional requests for the authors and/or original creative team members of the Play must be directed to MTI.

6. **SCOPE OF LICENSED USE.** The Disney IP may be used solely in connection with the licensed live stage production as specifically described in this Agreement. Licensee shall not use any Disney IP for any other purpose, including but not limited to character meet and greets, autograph sessions, or immersive elements in the lobby, lounges or other front-of-house area, such as step- and-repeat signage, character or Disney-branded backdrops, photo opportunities, show-related props, interactive installations, promotional displays, or similar audience engagement activities outside the ticketed performance. This restriction does not apply to standard, approved promotional and marketing activities reasonably related to advertising the production as set forth in the Promotional Guidelines attached. The attached Promotional Guidelines are incorporated by reference.

Promotional Guidelines for MTI Licensees



Theatrical Group

Thank you for licensing a Disney stage show!

Help us PROTECT the MAGIC.

As a reminder, your performance license grants you the rights to perform the show on your stage, as written, using the provided MTI materials during the performance window in your MTI contract. As part of producing a Disney show, we ask that you help us preserve the Disney magic, which means following certain standards when it comes to promoting your show in the press and on social media.

The following guidelines are designed to support you and your company in marketing your show while also protecting the integrity of Disney's reputation and its beloved characters and stories. **Please share these guidelines with your full team and cast and use them in conjunction with your theater's own media best practices.**

For questions about any of these promotional guidelines, please contact your MTI representative.

1. ADVERTISING, MARKETING and PRESS.

Licensees **are not permitted** to promote the production in the following ways:

- If actors perform at live events to promote the production, they **cannot** act in "character" during interviews or introductions.
- Actors are **not permitted** to be in costume for character meet & greets, parade appearances, backstage tours, or autograph sessions.
- Actors **may not** make pre-show or post-show announcements or curtain speeches in character, whether live or pre-recorded.

Licensees **are permitted** to promote the production solely in the following ways:

- Selling ads for your own production in the show playbills, programs, and

posters (must include author credits & other billing provided in billing rider).

- Printing posters and flyers and displaying in local community.
- Sending press releases and production photos to local papers, websites, blogs, online publications, magazines, and community newsletters
- Participating in local TV and radio interviews to promote your production, subject to the below rules:
    - If cast members are participating in interviews, cast members may be non-costumed, or if costumed, must be introduced as the performer, not the character (ex: "Hi, I'm Sophia, and I play Elsa in Frozen!").
    - Such interviews may include performance of up to two songs from show in their entirety and (if desired) may include costumes and choreography; no song cuts are permitted without permission from MTI.
- Participating in local in-person, non-televised events (i.e., local community events such as festivals, pop-up performances, fairs and showcases). Such local appearances may include performance of up to two songs from show in their entirety and (if desired) may include costumes and choreography; no song cuts are permitted without permission from MTI.
- Posting your organization's performance footage (whether from a rehearsal or a costumed performance) on social media, subject to the below rules:
    - Each clip of performance footage may be no greater than 30 seconds in length.
    - No more than 10 clips are permitted per production (no more than 5 minutes in total).
    - Footage must be filmed from the audience's perspective (performance footage should not be filmed from backstage or from the wings.)

Professional Productions: Licensees are required to submit and obtain additional approval for all paid media, including:

- Radio and TV spots
- Outdoor advertising

- Digital video content

2. SOCIAL MEDIA AND CONTENT CREATION.

Keep Disney Brand Goodwill top of mind.

- When publishing to your social media accounts, **take a moment to consider that your post may directly or indirectly represent the show, and by extension, Disney.** Even a harmless post can be manipulated and redistributed, creating a harmful result that was not the original intent.
    - Stay away from sensitive or controversial references that could negatively reflect on your production or Disney. This includes refraining from social media posts that are:
        - Libelous, defamatory, obscene, or unlawful;
        - Otherwise violate or infringe anyone's rights;
        - Offer commentary on current events; or
        - Are otherwise inconsistent with Disney's family friendly standards, image and reputation.
    - This also extends to your broader community management strategy, beyond simply posting. **Be mindful of the content you choose to comment on, repost, or otherwise engage with.** If you work with influencers or external content creators, take care that they only represent family-friendly content. It is important to consider brand goodwill in your entire social media sphere, in addition to the posts you publish yourself.
- **Do the individuals depicted in your photos, videos, or other material want their image to be posted online?** Have they provided consent?
- **You may only use the Intellectual Property (IP) of Disney ("Disney IP") on your organization's social media for the sole purpose of promoting your production.** You may only use Disney IP related to your specific production for this purpose (e.g., an organization with a license from MTI to perform The Little Mermaid should not make general social

media posts including other Disney Princess characters). You may not use Disney IP on social media for any other purpose other than promoting your MTI-licensed production.

- Disney expressly **prohibits licensees from creating show-specific social media handles or websites** that could give the impression that your show is an official production of The Walt Disney Company.

- **A note on Artificial Intelligence (AI):** With the rise of AI tools, it is more important than ever to be mindful of how IP is being used. Please note that licensees and their contractors are forbidden from putting Disney-owned IP into generative AI software. This includes the show's script, score, music tracks, choreography videos, logos, and any other materials distributed by MTI; original Broadway designs such as sets, costumes, puppets, and projections; and posters or playbills from the original films or Disney stage productions. Please be sure to share this guideline with your cast and company.

- **Preserve the Disney Magic.** Do not publish social media posts that reveal trade secrets or tricks involving stagecraft. While it may be tempting to show a behind-the-scenes look at Elsa's dress pull, the Beast's transformation, or Aladdin's flying carpet, such reveals have the negative effect of pulling the audience out of the fantastical theatrical world you have created on your stage. Consider ways that you can showcase the dazzling effects in your production without revealing how they are done.

Below are some examples to help navigate these nuances.

SOCIAL MEDIA DOS & DON'TS

	Permitted	NOT Permitted
INFORMED CONSENT	Sharing footage of your production's cast, crew, or any other related staff or production team members,**with their consent.**	Posting footage featuring others **without informing them** of your intentions of sharing publicly. It's important to respect safe spaces when taking any photos or videos backstage, especially changing stations and

		rooms.
APPEARING IN CHARACTER	Sharing behind-the-scenes photos or footage of actors in costume **as themselves.** *Ex: "Hi, I'm Sophia, and I play Elsa in Frozen!"*	Footage of actors appearing in costume **in character,** unless they are explicitly performing a scene or song from the show. *Ex: "Hi, I'm Elsa, and we want to welcome you to Arendelle!"*
REHEARSAL & PERFORMANCE FOOTAGE	Sharing video footage of **rehearsals or the performance** from the audience's perspective. *Ex: Filming from the house* Sharing non-performance photos and videos documenting your production during the rehearsal and production process. *Ex: A marquee reveal, cast members mingling in rehearsal, reaction to a first sitzprobe, a tour of an actor's dressing room*	Sharing video footage of **rehearsals or the performance** from places *other than* the audience's perspective. *Ex: Filming the show from the wings* Sharing **trade secrets** such as makeup techniques, quick changes, backstage tricks, or reveals of stage magic. *Ex. Elsa's dress pull, the Beast's transformation*
BRAND GOODWILL	**Using family-friendly trending audio** to create content in costume *Ex: Transition from everyday outfit into full costume and glam*	Using trending audio that is obscene, defamatory, or damages or lessens the overall integrity of the character and production.

Customer Billing

(0078123) BEAUMONT MAGNET ACADEMY -- DISNEY'S NEWSIES JR.

Please read and print the following Show Billing Information

Show Billing:

Licensee shall incorporate the following credits and comply with all size and other restrictions on the title page of all playbills and programs, and in all houseboards, displays and in all other advertising, press releases and any other promotional material, except as otherwise provided below, as follows:

The (Licensee)
(50% of title)

Production of
(33% of title)

Disney NEWSIES JR.

Music by **Alan Menken**

Lyrics by **Jack Feldman**

Book by **Harvey Fierstein**

Based on the Disney Film written by Bob Tzudiker and Noni White

- The billing to the Licensee must be in the form specified above, include the words, "Production of" below Licensee's billing, which shall be visually contiguous with the title, so that the audience is informed that the Licensee is the producer of the production. The size of the credit to the Licensee shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.
- The size of the credit to the authors (Music, Lyrics, and Book) shall be no less than 30% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.
- The size of the credit to the Disney film shall be no less than 20% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.

Further examples of proper billing can be found in the Poster Template and Program Template - both available as a Downloadable Resource.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MTI Credit

(0078123) BEAUMONT MAGNET ACADEMY -- DISNEY'S NEWSIES JR.

Please read and print the appropriate way to credit MTI

Program/Poster/Advertising Credits for MTI:

MTI Billing

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

DISNEY'S NEWSIES JR.

is presented through special arrangement with

and all authorized performance materials are supplied by

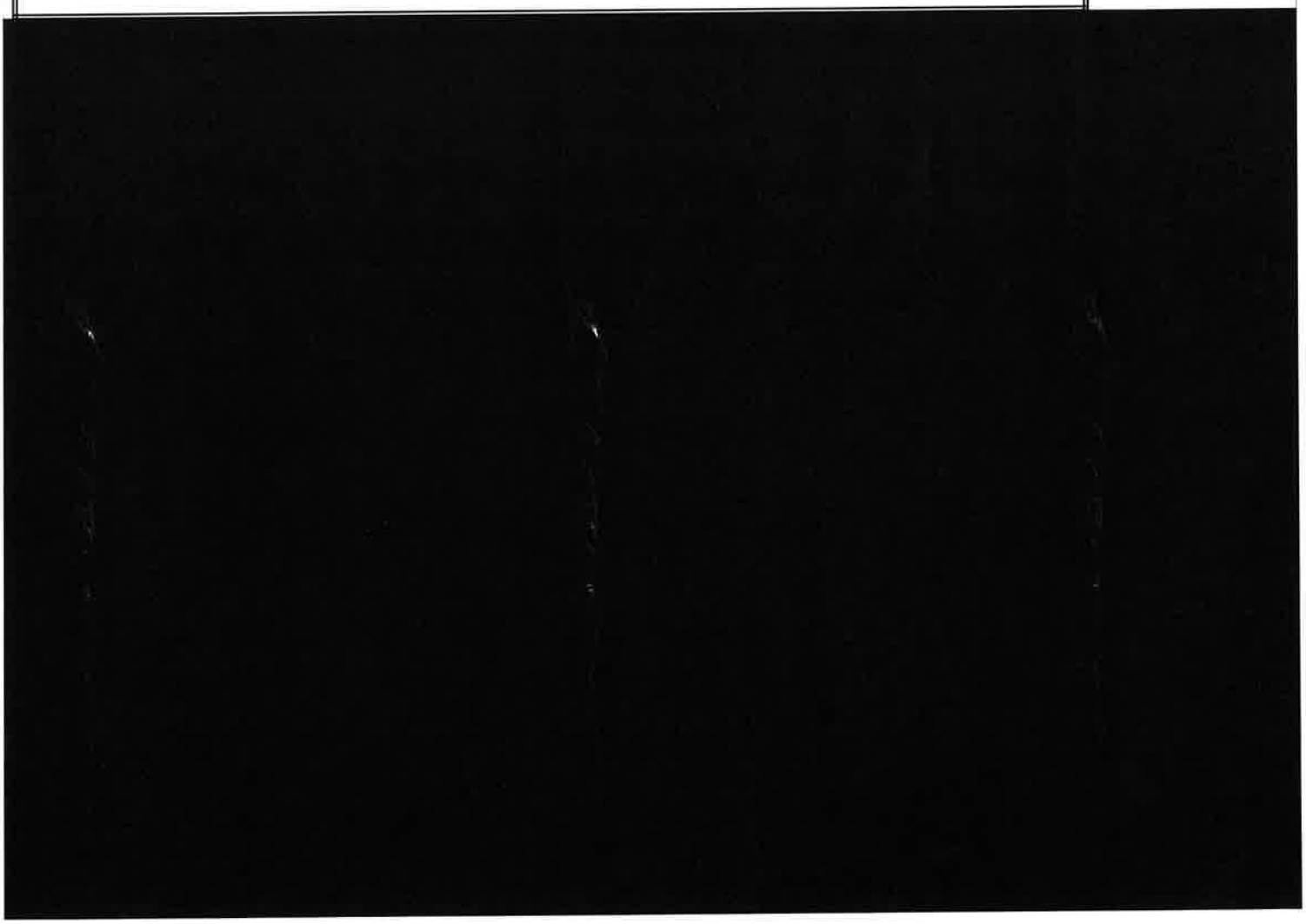
Music Theatre International
423 West 55th Street, New York, NY 10019
Phone: (212) 541-4684 Fax: (212) 397-4684
www.MTIShows.com

Videotaping Warning

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 other digital sequencing. 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:

**except with Disney titles, where a limited video license is available for $75.00



KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-580

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/28/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Contract for BMA's spring musical - Disney's Newsies, Jr.

Cost to Knox County Schools

0

Description and Type of Funding Source

ticket sales

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

Consent 6. D. 10.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Spaces in the City Event Contract for Carter High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve Event Contract with Spaces in the City for provision of venue and related services for the Carter High School Prom on April 30, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Contract

Fiscal Note

SPACES IN THE CITY

Carter High School Prom

Friday, April 30, 2027

EVENT CONTRACT

ACCOUNT: Carter High School Musical Theatre

CONTACT: Valerie Wilson

ADDRESS:

EMAIL: valerie.wilson@knoxschools.org

PHONE: 865-933-3434

SALES MANAGER: Demetrios Klonaris

EMAIL: demi@spacesinthecity.com

PHONE: (865) 544-4199

ADDRESS: 922 N Central St
Knoxville, TN 37917

EVENT SUMMARY

Name	Date	Time	Areas	Event Type	Guests	Gtd	Rental	Event F&B Min
Carter High School Prom	**4/30/2027**	**6:00 pm – 10:00 pm**	**The Standard**	**Social Gathering**	**250**		**$5,000.00**	**$3,500.00**

TIMELINE

XX:XX x

XX:XX x

XX:XX x

XX:XX x

FOOD

Qty		Price	Total
150	Sliders and Tots	$9.00	$1,350.00
100	**Chef Displays** Toast! Assorted gourmet cheeses, pickled vegetables, crudité display with complimentary dips, and fresh fruit with assorted crackers and breads	$12.00	$1,200.00

BEVERAGE

Qty		Price	Total
250	**Beverage Package** Sweet Tea Lemonade Iced Water	$3.00	$750.00

ROOM RENTAL

Qty		Price	Total
1	The Standard *Friday*	$5,000.00	$5,000.00

OTHER

Qty		Price	Total
1	Est Linens	$175.00	$175.00

GRAPHICS

VENDORS

CATERER Phone/Email	
ENTERTAINMENT Phone/Email	
FLORIST Phone/Email	
PHOTOGRAPHER Phone/Email	

TENTS & OTHER Phone/Email	

ESTIMATED BILLING

			Total
Rental Items			$175.00
Beverage			$750.00
Food			$2,550.00
Venue Rental			$5,000.00
Subtotal			$8,475.00
Service Charge	20.0%		$695.00
F&B Minimum	$3,500.00 Total -$3,300.00 Met		$200.00
Deposit		Unpaid	$2,500.00
Grand Total			$9,370.00
Amount Due			**$9,370.00**

SPACES IN THE CITY

Carter High School Prom

Friday, April 30, 2027

TERMS AND CONDITIONS

Spaces in the City, LLC, d/b/a City Catering, is sometimes referred to as "us", "our" "we" or similar pronouns. Client is sometimes referred to as "you", "your" or similar pronouns.

Contracts and Deposits: Our agreement to the event and program, a signed contract and deposit will be required to reserve your space and date. The amount of the deposit will be $2,500.00. The deposit is payable by cash, major credit card or check written to SPACES IN THE CITY. THE DEPOSIT IS NONREFUNDABLE. ALL PAYMENTS made or due to us will be fully earned and non-refundable in consideration for expenses incurred by us and our lost or deferred opportunity to provide space and services to others. Further, if you cancel your event for any reason, you will not only lose all amounts that have been paid, you will be obligated to pay any amounts we have paid or are obligated to vendors and contractors for your event. If you cancel your event, you may also be obligated to pay for the minimum amount that is listed in your program. Note that all minimum amounts are for food and beverage minimums and do not include room rental, taxes, service fees, gratuities or other amounts. By signing this contract, you are agreeing to the terms and conditions, the details within the banquet event order (BEO) are subject to change based on your evolving event details throughout the duration of the planning process.

Payment: Once an event is approved, a valid credit card must be kept on file during the duration of your event and will be automatically charged, including for any cancellation amount. You hereby give us authority to charge your credit card on file for all and any

amounts related to the event and this contract. Payment is due on or before contract signing. 100% of the estimated charges from the BEO are due at least fourteen days prior to event. Your credit card must be kept on file for any incidentals incurred during event or other amounts due. All cancellation payments including but not limited to minimums that may become due are acknowledged by you as liquidated damages and are not applicable toward any future bookings or events unless we consent to such use in writing, and we have the right to withhold such consent.

I give permission for Spaces in the City, LLC or its affiliates to charge my credit card for the event. By authorizing a credit card through Tripleseat or a related service provider of ours, I authorize you to charge to that credit card any and all costs, expenses and fees. I also warrant and represent that I have the authority and consent to authorize the credit card provided.

We use banquet event orders ("BEO") to note changes, packages, menu items, labor, etc. after the contract is signed. These BEOs are available for your review on the portal created for your event and you are responsible for the amounts listed in the BEOs. In the event of a direct conflict between the BEO and this contract, this contract shall control.

All prices are subject to change based on fluctuating prices for food, beverage, labor and services. We reserve the right to make product substitutions based on specific commodity price increases and/or increase the prices for your event based on unanticipated added costs to us. These amounts will be reflected in the BEO and are binding on you and must be paid.

In the event that any check is returned by the financial institution, or a credit card is declined, the Client must arrange for alternate payment within 24 hours of notification and will be responsible for $60 Rejected Payment Fee for each returned check or declined payment process attempt.

Minimums must be met before discounts can be applied.

City Catering: City Catering is the exclusive food & beverage provider. No food or beverage of any kind will be permitted to be brought into the facility by the patron or patron's guests without prior written approval of the Event Director. *Food items may not be taken off the premises.* The Menu must be finalized 14 days prior to the date and time of the function.

Guarantees: The guaranteed number of attendance is required 12 days prior to the date and time of the function. We order food and beverage based on this number. If the guarantee of attendance is not received as stated, the number specified on your program will be your guarantee. The guarantee of attendance is not subject to reduction after deadline. Increases in attendance given after the final guarantee deadline may be subject to additional charges. The Catering Department will make every effort to service additional guests based upon availability of product and labor, however, the Catering Department will not be responsible or liable for servicing these additional guests. Children shall never be left unattended in the venue and shall be under adult supervision at all times. Pricing for meals for any of your

vendors (such as photography, florists, etc.) are $40.00 per person and you must let us know they will attend and share in the meal as part of your guaranteed attendance number. Any changes to the menu selections, bar offerings, or increases to the final guaranteed guest count made within ten (10) days of the event date shall be subject to a Change Order Fee of Fifty Dollars ($50.00), which will be added to the total cost of the event.

Alcoholic Beverage Service: Spaces in the City offers a complete selection of beverages to compliment your function. Beer, wine or liquor may never be brought onto the premises from outside sources. In compliance with TABC regulations we reserve the right to ask patrons for proper identification for alcoholic beverage service, we reserve the right to refuse alcohol service to intoxicated or underage persons. Alcoholic beverages may not be removed from the premises.

No alcohol @ KCS events. (A)

Tax & Gratuity A 20% service charge will be applied, a 9.25% tax will be applied on food, beverages and services and a 15% tax will be applied on liquor and alcoholic beverages. Non-Profits will be considered Tax Exempt as long as a Tax Exempt Form is sent to the Private Events Manager prior to billing.

Cancellation Policy: Any cancellations **result in a loss of any payments already made, including the deposit**. Further, you will be obligated to pay any amounts we have paid to vendors and contractors for your event. If you cancel the event for any reason within (6) weeks before date of the event, you will also incur the minimum stated at the top of this contract.

Late Night Rates: All of our event spaces have an end of night curfew of 12:00 am EST. Events ending after midnight incur a $250/hr charge in addition to the cost of your bar package and any vendor fees that may occur.

Damages Policy: You are responsible for, and must pay for, any and all damages to the facility, equipment, or property managed or controlled by Spaces in the City, LLC or City Catering arising out of or attributable to the acts or omissions of you, your guests, your agents, or your contractors during your event. This includes, but is not limited to, stains, scratches, holes, tears, vandalism, or any other physical destruction to such property. Failure to pay for such damages may result in referral to a collections agency.

Further, you agree to indemnify and hold harmless Spaces in the City, LLC, RRI Project, LLC, and any other facilities utilized by us, and each of their contractors, officers, members, agents, and employees, from and against any and all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind, including attorneys' fees, to the extent arising out of or attributable to the acts or omissions of you, your guests, your agents, or your contractors in connection with your occupancy of the contracted space or your use of our services, including without limitation claims arising from personal injury, death, or property damage.

Catering Tasting Policy: At this time we do not offer individual catering tastings but do offer biannual open house events for clients to taste menu samplings from City Catering. Selections available for tasting at event will be determined by City Catering Sales & Culinary Team.

Photography: Photos and/or videos taken at The Standard before or during events are subject to be used for marketing purposes in print, multimedia or web form. You hereby grant to us the right to use your and any of your guests, name likeness, voice, visual representation and experiences in connection with our advertising, marketing, and promotion and you represent and warrant you have the consent of your guests to grant this right.

Prohibited Decor: Glitter, confetti, water beads, orbis, and any decor that leaves a residue is strictly forbidden in our spaces including but not limited to command strips and duct tape. Nails are not to be used to hang anything on the walls. Failure to observe this policy will result in no less than a $4,000.00 clean-up fee. The use of pampas for decor or floral arrangements will result in no less than a $1,000 clean-up fee. A $4.00 fee will apply to each balloon that has to be removed from the rafters of a Spaces in the City facility following an event.

Licenses: You are responsible for obtaining the appropriate license for any copyrighted material or intellectual property consents, including but not limited to music or motion picture material used for your event. You warrant that no music, literary or artistic work, or other property protected by copyright will be performed, reproduced, used, exhibited, and/or exploited in any way during or in connection with your event without prior written permission of the copyright holder or of an authorized licensing agent for the copyright holder, (*e.g.,* ASCAP, SESCA, or BMI), such permission to be obtained by you at your sole cost and expense. You further warrant and agree that you shall comply strictly with all laws regarding intellectual property rights, and further warrant that, in staging and/or promoting your event, you shall not infringe upon the statutory and/or common law intellectual property rights of any person and/or entity.

Place Settings and Set-Up: Complete place settings, including: tables, chairs, glassware, flatware, etc. up to 400 will be provided by Spaces in the City. An additional charge will incur for any additional place settings required after 400. Changes cannot be made to layout, place settings, or venue staging after 14 days prior to the event. Additional charges will incur for any changes made to layout, place settings, or venue staging within the 14 days prior to event. Access to the venue for set-up will be permitted the day of the event. If the room is available, the day before the event you may be granted access and there will be a charge for half of the room rental cost.

LIMITATION OF DAMAGES. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, WE WILL NOT BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOODWILL, REVENUE OR PROFIT, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE CONTRACT OR EVENT.

Lost or Outside Items: Any items left within the venue, including but not limited to decorations, personal items, and belongings must be removed from the venue at the conclusion of your event, unless otherwise directed by an event manager. Items not removed by the night of your event are subject to disposal at the discretion of Spaces in the City. In no case will we be responsible for theft, loss or damage to your property. You agree you are wholly responsible for protecting your property and that of your guests on and off our premises. We have the right to approve or disapprove of any contractor you may wish to engage for your event, before they come on our premises. You are responsible for any contractor's actions or failure to act and agree to indemnify and hold us harmless from their actions.

Illicit Drugs or Materials: Use of any illicit drugs or paraphernalia on premise will result in immediate dismissal from the venue, and should the event manager determine necessary, discontinuation of the event.

Reservation of Right: We reserve the right to take any action that is reasonably necessary, in our sole judgment, for the protection of our employees, our facilities, the participants, including but not limited to your guests and/or attendees.

Severability: If any portion of this contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

Rules and Regulations: We have full power to make and amend reasonable rules and regulations in connection with our facilities. All matters and questions not covered by this contract are subject to the decisions and discretion of us.

Authority: You represent and warrant that you have full authority to legally bind the Customer on the date of signing this contract and you represent and warrant that your execution and delivery of this contract does not require any additional consent or approval of any other person, entity, governmental agency or authority. You hereby accept personal responsibility for the terms and conditions of this contract, including the financial obligations hereunder.

See Templates

Client Signature

SPACES IN THE CITY

Carter High School Prom

Friday, April 30, 2027

ACCOUNT: Carter High School Musical Theatre

CONTACT: Valerie Wilson

ADDRESS:

EMAIL: valerie.wilson@knoxschools.org

PHONE: 865-933-3434

SALES MANAGER: Demetrios Klonaris

EMAIL: demi@spacesinthecity.com

PHONE: (865) 544-4199

ADDRESS: 922 N Central St
Knoxville, TN 37917

Please fill in the following form to secure your reservation on Friday, April 30, 2027 at Spaces in the City. The deposit for this event is $2,500.00 and will be charged to the card below. The remaining balance will be due 48 hours in advance.

The Food & Beverage Minimum for your event is, $3,500.00 if the minimum is not met a fee for the outstanding balance will be added to your final bill.

Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature:	
Print Name:	
Date:	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-581

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/28/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Carter High School Prom, 2027

Cost to Knox County Schools

0

Description and Type of Funding Source

Funding from Class of 2027 account (money funded through homecoming and ticket sales).

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

Consent 6. D. 11.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Production Contract for Carter High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve Production Contract with Music Theatre International for Carter High School's Production of "Guys & Dolls" April 15-17, 2027 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: 0005562
Contract #: 7128655 Printed on: 04/20/26

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: 0005562
Contract #: 7128655 Printed on: 04/20/26

Licensee:

CARTER HIGH SCHOOL
C/O: SHELBY BERKLEY
210 NORTH CARTER SCHOOL ROAD
STRAWBERRY PLAINS, TN 37871

TELE#: 865-933-3434 FAX:
E-MAIL: shelby.berkley@knoxschools.org

Contract Issue Date: 04/20/26
Contract Expiration Date: 06/01/26
Valid For Performances From: 04/15/27 - 04/17/27
MTI Access Code: GUY4543021

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
GUYS & DOLLS

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) $105.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 85 per Performance
Tickets @ 10.00 8.00 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: 0005562
Contract #: 7128655 Printed on: 04/20/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: CARTER HIGH SCHOOL
Name of Show: GUYS & DOLLS
Name and address of performance space/venue: CARTER HS AUDITORIUM
210 CARTER SCHOOL ROAD , STRAWBERRY PLAINS, TN 37871

Date(s) of performance(s): 04/15/2027 - 04/17/2027 **Offer Expires:** 06/01/2026
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 4 performance(s) @ $ 105.00 per performance, a total of $ 420.00

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 5 weeks $ 500.00

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): $ 755.00

SALES TAX (where applicable): $ _____

TOTAL: $ 2,820.00

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: 210 N. Carter Schools Road
(NO P.O. BOXES)
City: Strawberry Plains State: TN Zip/Postal Code: 37871

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: 0005562
Contract #: 7128655 Printed on: 04/20/26

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 STAGE TRUMPET
1 STAGE TROMBONE
2 STAGE DRUMS
25 LIBRETTO/VOCAL BOOK
1 PIANO CONDUCTOR'S SCORE
1 PIANO VOCAL SCORE
1 STUDY GUIDE

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0005562
Contract #: 7128655 Printed on: 04/20/26

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	_____	BASS	
1	_____	CELLO	
1	_____	HORN	HORN, MARACAS
1	_____	PERCUSSION	BELLS, BONGOS, CHIMES, CONGA, COWBELL, DRUM SET TEMPLE BLOCKS, TIMPANI, TRIANGLE, VIBES, WOOD BLOCK
1	_____	PIANO	CELESTA, PIANO
1	_____	REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO
1	_____	REED 2	ALTO SAXOPHONE, CLARINET, FLUTE, GUIRO
1	_____	REED 3	BASS CLARINET, CLARINET, ENGLISH HORN, OBOE TENOR SAXOPHONE
1	_____	REED 4	BASSOON, CLARINET, FLUTE, TENOR SAXOPHONE
1	_____	REED 5	BARITONE SAXOPHONE, BASS CLARINET, CLARINET, CLAVES
1	_____	TROMBONE	LARGE MARACAS, TROMBONE
1	_____	TRUMPET 1	
1	_____	TRUMPET 2	GOURD, TRUMPET
1	_____	TRUMPET 3	
2	_____	VIOLIN A-C	
2	_____	VIOLIN B-D	

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0005562
Contract #: 7128655 Printed on: 04/20/26

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				
STAGE TRUMPET (Replacement Fee $60.00)	_____	x	$ 15.00	= $_____.____
STAGE TROMBONE (Replacement Fee $60.00)	_____	x	$ 15.00	= $_____.____
STAGE DRUMS (Replacement Fee $60.00)	_____	x	$ 15.00	= $_____.____
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)	_____	x	$ 6.25	= $_____.____
PIANO CONDUCTOR'S SCORE (Replacement Fee $120.00)	1	x	$ 30.00	= $ 30 .00
PIANO VOCAL SCORE (Replacement Fee $80.00)	_____	x	$ 20.00	= $_____.____
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) $ 30 00
You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADMAT-SS_1

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL STANDARD SET MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0005562
Contract #: 7128655 Printed on: 04/20/26

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					
CHOREOGRAPHY VIDEO GUIDES		x	$ 395.00	=	$
CUSTOMIZABLE SHOW POSTERS AND ARTWORK		x	$ 175.00	=	$
DIGITAL SCRIPT & PIANO/VOCAL SCORE		x	$ 199.00	=	$
FULL SCORE VOL. 1 OF 4 (Replacement Fee $100.00)		x	$ 25.00	=	$
FULL SCORE VOL. 2 OF 4 (Replacement Fee $100.00)		x	$ 25.00	=	$
FULL SCORE VOL. 3 OF 4 (Replacement Fee $100.00)		x	$ 25.00	=	$
FULL SCORE VOL. 4 OF 4 (Replacement Fee $100.00)		x	$ 25.00	=	$
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)	1	x	$ 350.00	=	$ 350.00
REHEARSCORE APP	1	x	$ 350.00	=	$ 350.00
SCENIC PROJECTIONS		x	$ 850.00	=	$
SCENIC PROJECTIONS PRO		x	$ 1,795.00	=	$
STAGE MANAGER SCRIPT (Replacement Fee $100.00)	1	x	$ 25.00	=	$ 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	=	$
ORCHEXTRA ***					
TRANSPOSITIONS-ON-DEMAND ***					

Add total for all items here.

Standard Set Additional Materials Total *(from previous page)* $ 30.00

Theatrical Resource Additional Materials Total $ 725.00

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $ 755.00

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: 0005562
Contract #: 7128655 Printed on: 04/20/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

"GUYS AND DOLLS"
A Musical Fable of Broadway
Based on a Story and Characters of Damon Runyon
Music and Lyrics by:
FRANK LOESSER
Book by:
JO SWERLING and ABE BURROWS

**** Any change of any kind in the manuscript, stage business or performance of the play made by anyone shall be deemed to be a part of the Play and shall belong to the Licensor and the Licensor shall not be obliged to make payment to any person suggesting or making such changes unless they have entered into a bona fide written collaboration agreement with the Licensor to do so.****

*****NOTE; It is a violation of Federal Copyright Law to reproduce the original Broadway logo (or the 1991 revival) without permission from MTI. See additional materials for fee information.*****

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

GUYS & DOLLS

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: 0005562
Contract #: 7128655 Printed on: 04/20/26

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.

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).

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.

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MTI ENTERPRISES INC

2 Business name/disregarded entity name, if different from above

dba MUSIC THEATRE INTERNATIONAL

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate" or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.) See instructions.

423 W 55th STREET FLOOR 2

Requester's name and address (optional)

6 City, state, and ZIP code

NEW YORK, NY 10019

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

1	3	-	2	9	7	6	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Michael Maccaro **Date** 01/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-582

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Carter High School is requesting approval to enter into a licensing agreement with Musical Theatre International (MTI) to produce the musical Guys and Dolls, granting the legal rights to rehearse and perform the show. The production is scheduled for April 15–17, 2027, and will involve students from the choir and theatre programs while providing educational opportunities in performance and technical theatre. All costs outlined in the contract will be covered through Choral Department fundraising, with no cost to the county, and approval ensures compliance with copyright law.

Cost to Knox County Schools

$0.00

Description and Type of Funding Source

Choral Department Fundraising

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

Consent 6. D. 12.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Dramatic Performing Rights License Agreement for Carter Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve Dramatic Rights License Agreement with Music Theatre International for Carter Middle School's Production of "Beauty and the Beast Jr." May 7-8, 2027 at no cost to Knox County Schools

---

Fiscal Impact

Attachments

Contract

Fiscal Note

MUSIC THEATRE INTERNATIONAL INVOICE
423 west 55th st., 2nd fl., new york, ny 10019 • licensing@mtishows.com • www.mtishows.com

Print this Page Close this Window

(9008027) CARTER MIDDLE SCHOOL -- DISNEY'S BEAUTY AND THE BEAST JR

Production of DISNEY'S BEAUTY AND THE BEAST JR

SPECIAL CONDITIONS: All performers must be in the 9th grade and under. This license includes the rights for unlimited performances within *ONE* year as recorded in the dates above.

When

License for Performances from	8/12/2026 - 8/12/2027
First Performance Date	5/7/2027
Last Performance Date	5/8/2027
Number of Performances	2

Where

Theatre Name	CARTER HIGH SCHOOL
Theatre Address	204 N CARTER SCHOOL RD STRAWBERRY PLAINS, TN 37871
Country	US
Theatre Phone	8658509725
Theatre Fax	
Theatre Website	

Audience

Seating Capacity	250
Expected or Average Seating Usage	250

Tickets

Price1	$10	**% of total**	100%
Price2	--	**% of total**	--
Price3	--	**% of total**	--
Price4	--	**% of total**	--
Price5	--	**% of total**	--
	$10 AVG		**100% TOTAL**

Order Summary

Production Materials

ShowKit

	Royalty Fee	$139.00
	Material Fee	$556.00
1	GUIDE VOCAL AND PERF TRACKS DIGITAL	
1	DOWNLOADABLE RESOURCES AND MEDIA	

1	PIANO VOCAL SCORE	
1	DIRECTOR'S GUIDE	
30	ACTOR'S BOOK	
1	CHOREOGRAPHY VIDEOS DIGITAL	
Additional Material		
Theatrical Resources		
1	LOGO PACK DIGITAL	$75.00
Sales Tax		$0.00
	Materials and Resources Sub Total	$770.00

S&H Summary

Production Materials	Standard	$45.00
Additional Production Materials	Standard	$0.00
Theatrical Resources	Standard	$0.00
MATERIALS AND RESOURCES SUB TOTAL		$45.00

Total

MATERIALS AND RESOURCES SUB TOTAL	$770.00
SHIPPING & HANDLING SUB TOTAL	$45.00
GRAND TOTAL	$815.00

Information

Name **Phone**

Address **Fax**

Country **Email**

Shipping Address

Organization	CARTER MIDDLE SCHOOL
Contact	Destiny Stansell
Shipping Address	204 N Carter School Rd STRAWBERRY PLAINS, JEFFERSON TN 37871
Phone	8658509725

Billing Address

Organization	CARTER MIDDLE SCHOOL
Contact	Carter Middle School
Billing Address	204 N Carter School Rd STRAWBERRY PLAINS, TN 37871
Phone	8658509725

Payment

Payment Method	PO Only
Invoice Total	$815.00

Terms and Conditions

DRAMATIC PERFORMING RIGHTS LICENSE

1.Your authorized materials will consist of the nonrefundable items, as listed below, for your cast to keep. Shipment of the ShowKit is conditioned on your production being Fully Licensed (i.e., you have received email confirmation from MTI after successfully completing all steps in this online ordering process). Provided your production is Fully Licensed, the ShowKit will be shipped as soon as practicable. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you. Your ShowKit will consist of the following:

1	**GUIDE VOCAL AND PERF TRACKS DIGITAL**
1	**DOWNLOADABLE RESOURCES AND MEDIA**
1	**PIANO VOCAL SCORE**
1	**DIRECTOR'S GUIDE**
30	**ACTOR'S BOOK**
1	**CHOREOGRAPHY VIDEOS DIGITAL**

2. You agree that

Ticket prices for any performance of the show shall not exceed $10.00 per ticket and

No performance 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.
3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International 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 must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or

make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.

You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.

Recording: This license does not grant you the right to (i) record 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, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. 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 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.

Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. 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), 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 ShowKit 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.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional

casting requirements set forth in a separate contract rider.

Additional Licensing Provisions

1. **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. This includes making statements or publishing social media content that (i) are libelous, defamatory, obscene, or unlawful; (ii) otherwise violate or infringe anyone's rights; (iii) offer commentary on current events; or (iv) are otherwise inconsistent with Disney's family-friendly standards, 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, and/or firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain prior written approval of Music Theatre International (MTI) on behalf of Disney, to be exercised at Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately

terminate this Agreement, to injunctive relief, and to prohibit any further use of the Play.

2. **ORIGINAL DESIGNS, DIRECTION, AND CHOREOGRAPHY.** You are prohibited from copying or otherwise using any of the design, direction, choreography, artwork, or other intellectual property from Broadway production of the Play or the Disney Film on which the play based, although there may be a general resemblance. All elements provided in materials supplied by MTI (dances provided in Choreography Videos, Scenic and costume design ideas, staging suggestions, black and white logo, etc.) are approved for use without further permission.

3. **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:

   3.1. in any advertising, publicity, or promotions of the Play, other than as provided in the Billing Rider for the sole purpose of factually describing 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.

   3.2. to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

   3.3. in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

   For the avoidance of doubt, you are expressly prohibited from creating any social media account names, websites, or other internet accounts

that incorporate any of the foregoing Disney names or marks.

4. **ARTIFICIAL INTELLIGENCE (AI).** Licensee shall not, and shall ensure that its employees, contractors, cast, crew, and other personnel do not, input or provide any Disney-owned IP (including script, score, music tracks, choreography videos, logos, and any other materials distributed by MTI; original Broadway designs such as sets, costumes, puppets, and projections; and posters or playbills from the original films or Disney stage productions) (the "Disney IP") to any generative AI software for any purpose whatsoever. Licensee shall inform cast, crew, contractors, and other personnel with access to Disney IP regarding this restriction.

5. **AUTHORS AND ORIGINAL CREATIVE TEAM MEMBERS.** Licensees may not contact the authors of the Play or any of Disney's original creative team members of the Play directly. Any questions about the script and score materials or press and promotional requests for the authors and/or original creative team members of the Play must be directed to MTI.

6. **SCOPE OF LICENSED USE.** The Disney IP may be used solely in connection with the licensed live stage production as specifically described in this Agreement. Licensee shall not use any Disney IP for any other purpose, including but not limited to character meet and greets, autograph sessions, or immersive elements in the lobby, lounges or other front-of-house area, such as step- and-repeat signage, character or Disney-branded backdrops, photo opportunities, show-related props, interactive installations, promotional displays, or similar audience engagement activities outside the ticketed performance. This restriction does not apply to standard, approved promotional and marketing activities reasonably related to advertising the production as

set forth in the Promotional Guidelines attached. The attached Promotional Guidelines are incorporated by reference.

Promotional Guidelines for MTI Licensees

Disney Theatrical Group

Thank you for licensing a Disney stage show!

Help us PROTECT the MAGIC.

As a reminder, your performance license grants you the rights to perform the show on your stage, as written, using the provided MTI materials during the performance window in your MTI contract. As part of producing a Disney show, we ask that you help us preserve the Disney magic, which means following certain standards when it comes to promoting your show in the press and on social media.

The following guidelines are designed to support you and your company in marketing your show while also protecting the integrity of Disney's reputation and its beloved characters and stories. **Please share these guidelines with your full team and cast and use them in conjunction with your theater's own media best practices.**

For questions about any of these promotional guidelines, please contact your MTI representative.

1. ADVERTISING, MARKETING and PRESS.

Licensees **are not permitted** to promote the production in the following ways:

- If actors perform at live events to promote the production, they **cannot** act in "character" during interviews or introductions.
- Actors are **not permitted** to be in costume for character meet & greets, parade appearances, backstage tours, or autograph sessions.
- Actors **may not** make pre-show or post-show announcements or curtain speeches in character, whether live or pre-recorded.

Licensees **are permitted** to promote the production solely in the following ways:

- Selling ads for your own production in the show playbills, programs, and posters (must include author credits & other billing provided in billing rider).
- Printing posters and flyers and displaying in local community.
- Sending press releases and production photos to local papers, websites, blogs, online publications, magazines, and community newsletters
- Participating in local TV and radio interviews to promote your production, subject to the below rules:
    - If cast members are participating in interviews, cast members may be non-costumed, or if costumed, must be introduced as the performer, not the character (ex: "Hi, I'm Sophia, and I play Elsa in Frozen!").

- Such interviews may include performance of up to two songs from show in their entirety and (if desired) may include costumes and choreography; no song cuts are permitted without permission from MTI.

- Participating in local in-person, non-televised events (i.e., local community events such as festivals, pop-up performances, fairs and showcases). Such local appearances may include performance of up to two songs from show in their entirety and (if desired) may include costumes and choreography; no song cuts are permitted without permission from MTI.

- Posting your organization's performance footage (whether from a rehearsal or a costumed performance) on social media, subject to the below rules:

  - Each clip of performance footage may be no greater than 30 seconds in length.

  - No more than 10 clips are permitted per production (no more than 5 minutes in total).

  - Footage must be filmed from the audience's perspective (performance footage should not be filmed from backstage or from the wings.)

Professional Productions: Licensees are required to submit and obtain additional approval for all paid media, including:

- Radio and TV spots
- Outdoor advertising
- Digital video content

2. SOCIAL MEDIA AND CONTENT CREATION.

Keep Disney Brand Goodwill top of mind.

- When publishing to your social media accounts, **take a moment to consider that your post may directly or indirectly represent the show, and by extension, Disney.** Even a harmless post can be manipulated and redistributed, creating a harmful result that was not the original intent.
    - Stay away from sensitive or controversial references that could negatively reflect on your production or Disney. This includes refraining from social media posts that are:
        - Libelous, defamatory, obscene, or unlawful;
        - Otherwise violate or infringe anyone's rights;
        - Offer commentary on current events; or
        - Are otherwise inconsistent with Disney's family friendly standards, image and reputation.
    - This also extends to your broader community management strategy, beyond simply posting. **Be mindful of the content you choose to comment on, repost, or otherwise engage with.** If you work with influencers or external content creators, take care that they only represent family-friendly content. It is important to consider brand goodwill in your entire social media sphere, in addition to the posts you publish yourself.
- **Do the individuals depicted in your photos, videos, or other material want their image to be posted online?** Have they provided consent?

- **You may only use the Intellectual Property (IP) of Disney ("Disney IP") on your organization's social media for the sole purpose of promoting your production.** You may only use Disney IP related to your specific production for this purpose (e.g., an organization with a license from MTI to perform The Little Mermaid should not make general social media posts including other Disney Princess characters). You may not use Disney IP on social media for any other purpose other than promoting your MTI-licensed production.

- Disney expressly **prohibits licensees from creating show-specific social media handles or websites** that could give the impression that your show is an official production of The Walt Disney Company.

- **A note on Artificial Intelligence (AI):** With the rise of AI tools, it is more important than ever to be mindful of how IP is being used. Please note that licensees and their contractors are forbidden from putting Disney-owned IP into generative AI software. This includes the show's script, score, music tracks, choreography videos, logos, and any other materials distributed by MTI; original Broadway designs such as sets, costumes, puppets, and projections; and posters or playbills from the original films or Disney stage productions. Please be sure to share this guideline with your cast and company.

- **Preserve the Disney Magic.** Do not publish social media posts that reveal trade secrets or tricks involving stagecraft. While it may be tempting to show a behind-the-scenes look at Elsa's dress pull, the Beast's transformation, or Aladdin's flying carpet, such reveals have the negative effect of pulling the audience out of the fantastical theatrical world you have created on your stage. Consider ways that you can showcase the dazzling effects in your production without revealing how they are done.

Below are some examples to help navigate these nuances.

SOCIAL MEDIA DOS & DON'TS

	Permitted	NOT Permitted
INFORMED CONSENT	Sharing footage of your production's cast, crew, or any other related staff or production team members,**with their consent.**	Posting footage featuring others **without informing them** of your intentions of sharing publicly. It's important to respect safe spaces when taking any photos or videos backstage, especially changing stations and rooms.
APPEARING IN CHARACTER	Sharing behind-the-scenes photos or footage of actors in costume **as themselves.** *Ex: "Hi, I'm Sophia, and I play Elsa in Frozen!"*	Footage of actors appearing in costume **in character,** unless they are explicitly performing a scene or song from the show. *Ex: "Hi, I'm Elsa, and we want to welcome you to Arendelle!"*
REHEARSAL & PERFORMANCE FOOTAGE	Sharing video footage of **rehearsals or the performance** from the audience's perspective.	Sharing video footage of **rehearsals or the performance** from places *other than* the audience's perspective.

		Ex: Filming from the house Sharing non-performance photos and videos documenting your production during the rehearsal and production process. *Ex: A marquee reveal, cast members mingling in rehearsal, reaction to a first sitzprobe, a tour of an actor's dressing room*	*Ex: Filming the show from the wings* Sharing **trade secrets** such as makeup techniques, quick changes, backstage tricks, or reveals of stage magic. *Ex. Elsa's dress pull, the Beast's transformation*
	BRAND GOODWILL	**Using family-friendly trending audio** to create content in costume *Ex: Transition from everyday outfit into full costume and glam*	Using trending audio that is obscene, defamatory, or damages or lessens the overall integrity of the character and production.

Customer Billing

(9008027) CARTER MIDDLE SCHOOL -- DISNEY'S BEAUTY AND THE BEAST JR

Please read and print the following Show Billing Information

Show Billing:

Author Billing - Disney's Beauty and the Beast Jr.

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit Director's Guide and all of the following author billing.
It is a violation of your contract if you crop or edit this logo in any way.

The [Licensee]
Production of



Music by Lyrics by Book by

ALAN MENKEN (50% of title)

HOWARD ASHMAN and TIM RICE (50% of title)

LINDA WOOLVERTON (50% of title)

Originally Directed by
Rob Roth
(40% of title)

Originally Produced by
Disney Theatrical Productions
(50% of title)

The billing to you must be in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title. The name "Disney's" shall be in plain type font, shall be no more than 33% of the title, as measured by the proportion of the size of the "D" in "Disney's" to the size of the largest letters in the title, and in no event may you duplicate the Broadway logo or title nor the logo and title from the Walt Disney film "Beauty and The Beast" (the "Film"), unless you separately license the right to use the Broadway logo. If you do separately license the right to use the Broadway logo, then you shall duplicate such logo and billing credits exactly as provided, including the fonts.

The size of credits to the authors shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of their names to the largest letter in the logo or artwork title.

MTI Credit

(9008027) CARTER MIDDLE SCHOOL -- DISNEY'S BEAUTY AND THE BEAST JR

Please read and print the appropriate way to credit MTI

Program/Poster/Advertising Credits for MTI:

MTI Billing

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

DISNEY'S BEAUTY AND THE BEAST JR

is presented through special arrangement with
and all authorized performance materials are supplied by
Music Theatre International
423 West 55th Street, New York, NY 10019
Phone: (212) 541-4684 Fax: (212) 397-4684
www.MTIShows.com

Videotaping Warning

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 other digital sequencing. 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:

**except with Disney titles, where a limited video license is available for $75.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-583

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Carter Middle School Musical Theatre requests to perform Beauty and the Beast Jr. in May of 2027 at Carter High School. I am attaching the contract that I have requested from Music Theatre International. Thank you for your time.

Cost to Knox County Schools

0

Description and Type of Funding Source

Ticket Sales

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

Consent 6. D. 13.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Disney Destinations, LLC Letter Agreement and Priority Coach Inc. Terms and Conditions for Central High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 4

Explanation

Approve Letter Agreement with Disney Destinations, LLC and Terms and Conditions with Priority Coach Inc. for Central High School's Chorus Trip to Orlando, Florida January 2-6, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Disney Destinations Agreement

Priority Coach Agreement

Fiscal Note

Docusign Envelope ID: F8074F28-F0EC-6DC1-83B4-7B407E866D6D

Account Name: **Central High School**
Quote Number: **G10142968**

Thank you for joining us at Disney Imagination Campus and we hope you are getting excited for your upcoming trip! Please see below for information about your contract and room deposit.

IMPORTANT UPDATES

- Please do not sign your contract until you are ready to send your deposit.
- Once your contract is signed, you may submit payment using one of the three options below.
- Carefully review the payment, attrition, and cancellation policies outlined in the contract.

PAYMENT METHODS (Choose One)

- **Organizational Credit Card**
  - Please let your Sales Manager know no later than **three (3) business days** before your **deposit due date** in order to provide you with the customized online payment link.

In Process

- **Automated Clearing House (ACH/Wire)**
  - Provide all details below to your bank and send the confirmation of payment to your Sales Manager upon submission.
    - Bank Name: JPMorgan Chase Bank, N.A.
    - Bank Address: 4 New York Plaza, New York, NY 10004
    - ABA/Routing #: 021000021 (the same for wires and ACHs)
    - **Account Number: 700635647**
    - **Reference: G10142968**
    - Account Name: Disney Destinations LLC
    - Swift Code: CHASUS33 – used only for international payments

- **Organizational Check or Cashier's Check**
  - Write your Group Number (G10142968) on your Check to ensure payment is applied to your account.
  - Make Check payable to: **Disney Destinations, LLC**
  - Send email confirmation to your Sales Manager once payment is sent.
  - **PRINT** this page and send along with check payment via **U.S. Postal Service** to:

Disney Destinations, LLC.
G10142968
PO Box 733100
Dallas, TX 75373-3100

If you have any questions or need to make a change to this contract, please contact your Sales Manager, Ty Antle at **(407) 566-2726** or via email at ty.antle@disney.com.

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Disney Destinations, LLC

July 15, 2026

Name:	Alison Werner	Phone Number:	(865) 689-1400
Title:	Choir/Theater Teacher	Email Address:	alison.werner@knoxschools.org
Organization:	Central High School	Phone Number:	8656045787
Address:	5321 Jacksboro Pike Knoxville, Tennessee 37918		

Hotel:	*Disney's All-Star Movies Resort*
Group/Event Name:	**Central High School**
Quote Number:	G10142968
Arrival Date:	Saturday, January 2, 2027
Departure Date:	Wednesday, January 6, 2027

This letter confirms the understanding between DISNEY DESTINATIONS, LLC ("**we**," "**us**" or "**our**") and Central High School ("**you**" or "**your**") for your program referred to below, as follows:

1. **Room Block:** You agree to purchase from us the following accommodations at the Hotel, as shown below (the "**Room Block**" or your "**Program**").

Day	Date	Rooms
Saturday	**01/02/27**	**12**
Sunday	**01/03/27**	**12**
Monday	**01/04/27**	**12**
Tuesday	**01/05/27**	**12**

The rooms in your Program are for use solely by the members of your youth group (who you represent to us are age 18 or younger) and their adult chaperones (who must be age 21 or older).

2. **Daily Room Rate:**

Room Type	Standard Room
Daily Room Rate (single/quadruple occupancy)	$149.00 per night (excluding tax)

Check-in time is after 4:00 p.m. and check-out time is before 11:00 a.m.

The Daily Room Rate is subject to applicable sales and resort taxes, currently 13.5% . Accordingly, the Daily Room Rate inclusive of current sales and resort taxes is **$169.12 per night**. Housekeeping is included in these rates. The Daily Room Rate is, non-commissionable.

The Hotel allows a maximum of four guests to a room in one queen bed plus one queen size table bed and is NOT connected to the *Walt Disney World*® monorail system. Special room requests may be noted but cannot be guaranteed.

3. **Resort Parking:** Any vehicles that require overnight parking at the Hotel may be subject to a nightly parking fee. Rates vary by vehicle type and resort category. Fees are subject to change without notice.

4. **Contract/Deposit Due Date:** This Agreement signed by you, together with a deposit for your Program of **$2,029.44**, is due by **Friday, September 4, 2026.** If you send us this deposit, together with the signed copy of this Agreement, and we accept it, we will return to you a copy of this Agreement signed by us. If we do not accept this Agreement, we will return your deposit to you.

5. **Rooming List Due Date; Payment:** You agree to deliver to us the final rooming list for your Program by **Wednesday, November 18, 2026** ("**Rooming List Due Date**"). After this date we will place any unreserved room nights back into inventory. You agree to pay us the outstanding balance for your Program (including, without limitation, any estimated room attrition charge) by **Thursday, December 3, 2026**. If we do not receive payment in full by this date, we may, by giving you written notice, terminate this Agreement (and, as a consequence, all of our obligations hereunder) and release the room nights in your Program. In this event you will be deemed to have canceled your Program and you will pay us the cancellation fee provided below (to the same extent as if you had canceled your Program).

6. **Method of Payment:** All payments, including your deposit, must be made to us (unless we approve other payment terms) by organization check payable to Disney Destinations, LLC and sent to:

Our Address for US Postal Service:
(All services including overnight and priority)

Disney Destinations, LLC
Attn: **G10142968**
PO Box 733100
Dallas, TX 75373-3100

7. **Reduction of Room Block:** You may, by giving us written notice at any time up to 60 days before the first date of the Room Block, drop any of the room nights in the Room Block, provided that at least 10 rooms remain on at least one date of the Room Block. In addition, at any time during the period starting on the 60th day before the first date of the Room Block and ending on the tenth day before the first date of the Room Block, you may, by giving us written notice, drop up to a total of 15% of the room nights remaining in the Room Block at the beginning of that period, without charge, provided that at least 10 rooms remain on at least one date of the Room Block. You agree to make reservations for all of the room nights in the Room Block and to be responsible for all used and unused room nights in the Room Block (except for room nights dropped without charge as permitted above).

8. **Attrition Charges:** If you fail to use any room nights in the Room Block (other than those dropped without charge as permitted above), we would incur damages from the loss of room and other ancillary revenue, but the actual amount cannot be determined at this time. Accordingly, you will pay us, as liquidated damages (and not as a penalty), a room attrition charge determined by multiplying the number of unused room nights in the Room Block (other than any room nights dropped without charge as permitted above) that are not resold (after all other available Hotel rooms have been sold), times 90% of the Daily Room Rate. Your room attrition charges, plus any applicable taxes, will be payable within 10 days after we invoice you therefor. The parties agree that this represents a reasonable method to compensate us for our damages due to the loss of room and other ancillary revenue from unused room nights.

9. **Cancellation by You:** You may not cancel the entire Room Block without charge on or after the date which is sixty (60) days before arrival date. If you cancel the entire Room Block on or after this date, you agree that the damages we would suffer would be substantial, but cannot be readily ascertained at this time. Accordingly, in such event, you agree immediately to provide written notice of cancellation to us and pay us, as liquidated damages (and not as a penalty), a room cancellation fee. The room cancellation fee will be determined by multiplying the total number of room nights in the Room Block (less any reduction in the Room Block that you are permitted to make under this Agreement without charge) that we determine are not resold (after all other available Hotel rooms have been sold), times 90% of the applicable Daily Room Rate. This room cancellation fee (less any amount we previously received from you for the Room Block), plus any applicable taxes, will be payable within 10 days after you receive our applicable invoice. The parties agree that this represents a reasonable method to compensate us for our damages due to your failure to use the Room Block.

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10. **Cancellation by Us:** We will have the right, in our sole discretion, by giving you written notice at any time up to 15 days before the first date of the Room Block, to cancel your Program or the Room Block and/or to terminate this Agreement. If your Program or the Room Block is cancelled, or if this Agreement is terminated, by us pursuant to the foregoing sentence: (i) we will refund to you all amounts (including, without limitation, any deposits) actually received by us from you for your Program or the Room Block, (ii) you will promptly refund all amounts that the members of your group paid you for your Program or the Room Block, and (iii) we will have no further liability or other obligation to you or any members of your group for or in respect thereof.

11. **Tax Exempt Status:** If you believe that you may qualify for sales tax exempt status in the State of Florida, please be advised that the State of Florida DOES NOT automatically recognize the sales tax exempt status granted by other states or by the federal government. To be exempt from sales tax in the State of Florida under this Agreement, you MUST have been issued a Florida Consumer's Certificate of Exemption and you MUST provide us with a copy of such Certificate of Exemption before your date of arrival. It is your responsibility to timely obtain it. No other state's certificate will be accepted. If you fail before your date of arrival to provide us with this Certificate of Exemption, all payments by you under this Agreement will be subject to applicable sales tax. If and to the extent payment is made by anyone other than you, that payment will also be subject to applicable sales tax.

12. **Additional Terms:**
The attached Additional Terms are an integral part of, and are incorporated by reference into, this Agreement with the same force and effect as if set forth in full herein.

The arrangements described in this Agreement are tentatively being held until **Friday, September 4, 2026**. If we have another possible buyer before this date, however, we may notify you and give you three business days to sign and return this Agreement, together with your deposit. If we do not receive a signed copy of this Agreement (without modification), together with your deposit, by this date (or by the end of the three business days, if applicable), all rooms being tentatively held will be released and neither party will have any obligation to the other. This date may be extended only if we expressly agree in writing to such an extension. Each individual who signs this Agreement on behalf of either party represents and warrants that he or she has full and complete authority to do so.

Agreed To By:	Agreed To By:
CENTRAL HIGH SCHOOL	**DISNEY DESTINATIONS, LLC**
By: _____	By: _____
Name: Alison Werner	Name:
Title: Director/Teacher	Title:
Date:	Date:

Docusign Envelope ID: F6074F28-F0EC-8DC1-83B4-7B467E666D6D

Guest Credit Policies; Statement Discrepancy. Guests must comply with the Hotel's general credit policies at the time of check-in, such as making arrangements to pay phone, room service and other incidental charges. Within 45 days after you receive any statement from us, you must notify us in writing of any discrepancy between that statement and the actual amount you owe; otherwise the amount charged under that statement will be conclusively deemed correct.

Use of Disney Materials. Except as otherwise permitted in this Agreement or under another written agreement by us or any other Disney Company (as defined below) (including, without limitation, Marvel Enterprises, Inc.), you agree that you will not use the name "Disney" (either alone or in conjunction with or as a part of any other word or name), any picture of the *Walt Disney World*® Resort (the "**Resort**") or any fanciful character, design, logo, trademark, tradename, copyrighted work or symbol of any of the Disney Companies (including, without limitation, Marvel Enterprises, Inc.) (i) in any advertisements, promotions, exhibits, displays or other materials; (ii) to express or imply any endorsement by us of your products or services; or (iii) in any other manner whatsoever (whether or not similar to uses prohibited in subparagraphs (i) and (ii) above) without our prior written approval (which we may withhold in our sole discretion). If you fail to strictly comply with the provisions of this paragraph, the Disney Companies will suffer irreparable harm and injury and accordingly you agree that such failure will be a material breach that will entitle us to terminate this Agreement (effective upon delivery to you of written notice to that effect from us) and/or obtain injunctive and other equitable relief. The provisions of this paragraph will be an independent covenant and will survive your Program or any cancellation thereof or any rights or obligations hereunder.

Photography. You may not, directly or indirectly, tape, film or take photographs at the Resort without our prior written approval in our sole discretion.

Supervision of Minors; Adult Chaperones Required. You must actively supervise all minors in your group. Accordingly, you must fully comply with our chaperone requirements in effect at the time of your Program, including, without limitation, to ensure that all minors in your group are accompanied by legally responsible adult chaperones at a ratio of at least one chaperone for every 10 youths under 18 years of age. All chaperones must be at least 21 years of age and must follow the same rules as the other group guests. You acknowledge that neither we nor our parent, subsidiary or other affiliated or related companies (collectively, the "**Disney Companies**") will have any responsibility to supervise the minors in your group. You must inform the group and its members in writing (including, without limitation, in any written instruments signed by them authorizing their trip), before they book rooms, that you or the group, as the case may be (and not the Disney Companies), will be responsible for supervision of all minors in your group. In addition, you represent and warrant that before your Program you will have received, from the parents and/or legal guardians of all minors in your group, all such authorizations as may be necessary or appropriate to permit such minors to travel to and from the Resort and attend and participate in your Program, including, without limitation, the agreement of the parents and/or legal guardians of such minors to assume full responsibility to pay all debts incurred by such minors during their visit to the Resort and to reimburse the Disney Companies for any damages suffered by them due to the action or inaction of such minors during their visit). Such authorizations and agreements must be in form and substance satisfactory to us, and signed copies of all such authorizations and agreements will be made available to us upon our request.

Liability for Damage to Rooms. Hotel staff members generally inspect the rooms used by your group before they are occupied and re-inspect them after check-out. If any damage is found, a full assessment for replacement or repairs will be made and either presented to the group leader before departure or subsequently billed to you. Payment for replacement or repairs must be received, if so presented to the group leader, before the group leaves the Hotel or, if subsequently billed to you, within 20 days after the date billed. If the Hotel makes an adjustment to a Hotel guest's account due to excessive noise, rowdiness or other misconduct of your guest, you will reimburse us for such payment adjustment. Such an adjustment will be at the Hotel's sole discretion.

Rules and Regulations. You will comply with and abide by, and will cause your group members to comply with and abide by, all standards, rules and regulations that we and/or our affiliates may adopt from time to time in our sole discretion.

Non-Smoking Policy. Please note that Hotel guest rooms are non-smoking. Designated smoking locations are available. The Hotel may impose a cleaning fee for smoking in its guest rooms.

Force Majeure. If the performance by either party of any obligation under this Agreement (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, war, civil disturbances, accidents, damage to its facilities or labor disputes; but excluding, if you are booking your Program for a third party, any cause within the control of that third party), it will be relieved of performance of such obligation (and the other party will be relieved of its obligation to pay for such performance) to the extent such performance is so directly delayed or prevented, without liability of any kind. Nothing in this Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities that it considers unreasonable. Each party will use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a "force majeure" event.

Default. If at any time we determine there has been a material adverse change in your financial condition or if you fail to pay when due any amounts you owe us or any of the Disney Companies under this Agreement or any other agreement between you and us or any of the Disney Companies, we reserve the right to require that you pay us, within five days after our request (but no later than the date on which the outstanding balance for your Program would otherwise be due under this Agreement), the outstanding balance for your Program (including, without limitation, any estimated room attrition charges). In addition, if we do not receive any payment when due, or if you fail to perform any of your other obligations under this Agreement or any other agreement between you and us, we may, by giving you written notice, terminate this Agreement (and, as a consequence, all of our obligations under this Agreement) and release the room nights, if any, in the Room Block. Upon such termination, you will pay us the cancellation fees provided for hereunder (to the same extent as if you had cancelled your Program).

Late Payment. If you fail to pay us any amount within three business days after the date due, you will pay us interest on the unpaid balance at the rate of 1½% per month or, if less, the maximum rate allowed by law, and any costs we may incur to collect any amount owed to us, including, without limitation, attorneys' fees and costs through and including any appeal.

Indemnification. You will defend (if requested by and with counsel satisfactory to us), indemnify and hold us, all other Disney Companies and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, suits, damages, liabilities, losses, costs and expenses of any nature (including, without limitation, attorneys' fees and costs through and including any appeal) arising from or relating to (i) your sales, advertising or promotion of your Program or any part thereof; (ii) any act or omission of you or your officers, directors, agents, employees, contractors or subcontractors or the group and/or their guests; (iii) any failure by you to perform any of your obligations under

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this Agreement; or (iv) any injuries to any of the group guests, except to the extent such injuries are caused by our gross negligence or willful misconduct.

Security. Neither we nor any of our affiliates will be responsible for damage to or loss of any merchandise or articles brought into the Resort, or for any item left unattended.

Entire Agreement. This Agreement and its attachments constitutes the entire agreement, and supersedes any and all prior or contemporaneous communications, agreements or representations, whether oral or written, express or implied, between the parties with respect to the subject matter of this Agreement.

Governing Law, et. al. This Agreement is made in, and will be governed by the laws of, the State of Florida without giving effect to any conflict of law provisions thereof. Any legal action relating to or arising out of this Agreement will be commenced and maintained exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county having subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties consent to the exclusive jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter so submitted to it, and they expressly waive the right to a jury trial.

Storage. The Hotel can arrange to store baggage for guests arriving early and for guests attending functions on their day of departure.

Luggage Assistance. *Disney's All-Star Sports* Resort, *Disney's All-Star Music* Resort and *Disney's All-Star Movies* Resort currently offer limited luggage assistance, and *Disney's Caribbean Beach* Resort and *Disney's Port Orleans* Resort currently offer full service luggage assistance, for their guests. Luggage assistance must be confirmed with your Services Manager at least 45 days before arrival.

Transportation. We provide to our guests regularly scheduled complimentary transportation between our hotels and various Resort theme park locations. This transportation will not accommodate group movements. Any mass or large group movement of group guests that requires special transportation will be arranged by you, at your expense. Transportation servicing the Resort is designed to transport guests to the theme parks and is unable to move groups to backstage locations.

Contractors and Subcontractors. All contractors and subcontractors you wish to hire to provide services at the Resort must, before performing any such services, (i) be approved by us (which approval may not be unreasonably withhold), and (ii) provide to us proof of insurance that is satisfactory to us and names us and our affiliated companies as additional insureds. You will be responsible for all acts and omissions of your contractors and subcontractors. You acknowledge that we may subcontract, arrange for or acquire goods or services through third parties and that we may receive a commission, referral or other fee in connection with goods or services that we or you acquire through third parties.

No Payments Due to Third Parties. You represent and warrant that neither you nor any of your directors, officers, agents or employees has utilized any meeting planner or finder or other third party or incurred any liability for any finders' fees or commissions or similar payments to any third party in connection with this Agreement.

Ideas. You acknowledge and agree that any ideas, business proposals or suggestions provided by you to us will be deemed non-confidential and non-proprietary and may be used or disclosed by us without liability or compensation, unless otherwise expressly agreed in a writing signed by us.

Other Provisions. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties. Neither this Agreement nor any right or obligation in this Agreement may be assigned by you in any fashion, whether voluntarily, by operation of law or by conveyance of any type, including, without limitation, transfer of stock, without our prior written consent, which we may withhold in our sole discretion. This Agreement may be executed in multiple counterparts and delivery of facsimile transmission or electronic mail copies of executed counterparts will be deemed valid and effective for all purposes. Except to the extent this Agreement provides for liquidated damages, any right or remedy we have under this Agreement is in addition to any other right or remedy we have under this Agreement or at law or in equity. As a material consideration to us for entering into this Agreement, in no event will we or any of the Disney Companies or our or their respective employees or agents be liable to you or your guests for any non-economic, incidental, indirect, special, consequential or punitive damages arising out of or relating to this Agreement or your Program, whether in contract, tort or otherwise (including, without limitation, under any indemnification provisions hereof), even if we have been advised of the possibility thereof.

No Offer. Submission of this document by one party to the other does not constitute an offer. Accordingly, unless and until this document is executed and delivered by both parties, submission of this document by one party to the other, along with any communications or correspondence between the parties in connection therewith, is intended only as non-binding discussions, and either party will have the absolute right to withdraw from such discussions without any liability whatsoever to the other.

docusign

Certificate Of Completion

Envelope Id: F8074F28-F6EC-8DC1-83B4-7B467E866D6D
Subject: Walt Disney World Room Contract -Central High School-G10142968
Source Envelope:
Document Pages: 6
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 0
Initials: 0

Status: Sent

Envelope Originator:
WDW Youth Contracts
500 S Buena Vista St
Burbank, CA 91521
WDW.Youth.Contracts@disney.com
IP Address: 192.195.66.3

Record Tracking

Status: Original
7/15/2026 10:20:49 AM

Holder: WDW Youth Contracts
WDW.Youth.Contracts@disney.com

Location: DocuSign

Signer Events	Signature	Timestamp
Alison Werner alison.werner@knoxschools.org Director/Teacher Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/19/2026 1:12:40 PM ID: b0a60a11-217c-477c-b7f3-471dfe305ab4		Sent: 7/15/2026 10:20:49 AM Viewed: 8/19/2026 1:12:40 PM
Ty Antle ty.antle@disney.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Amy Schafer amy.schafer@disney.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jessica Johnson Jessica.L.Johnson@Disney.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Process

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/15/2026 10:20:49 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

In Process

CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement. "Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures.

To inform us that you no longer want to receive future Communications in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

3. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

4. Hardware and Software Requirements. To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies. At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

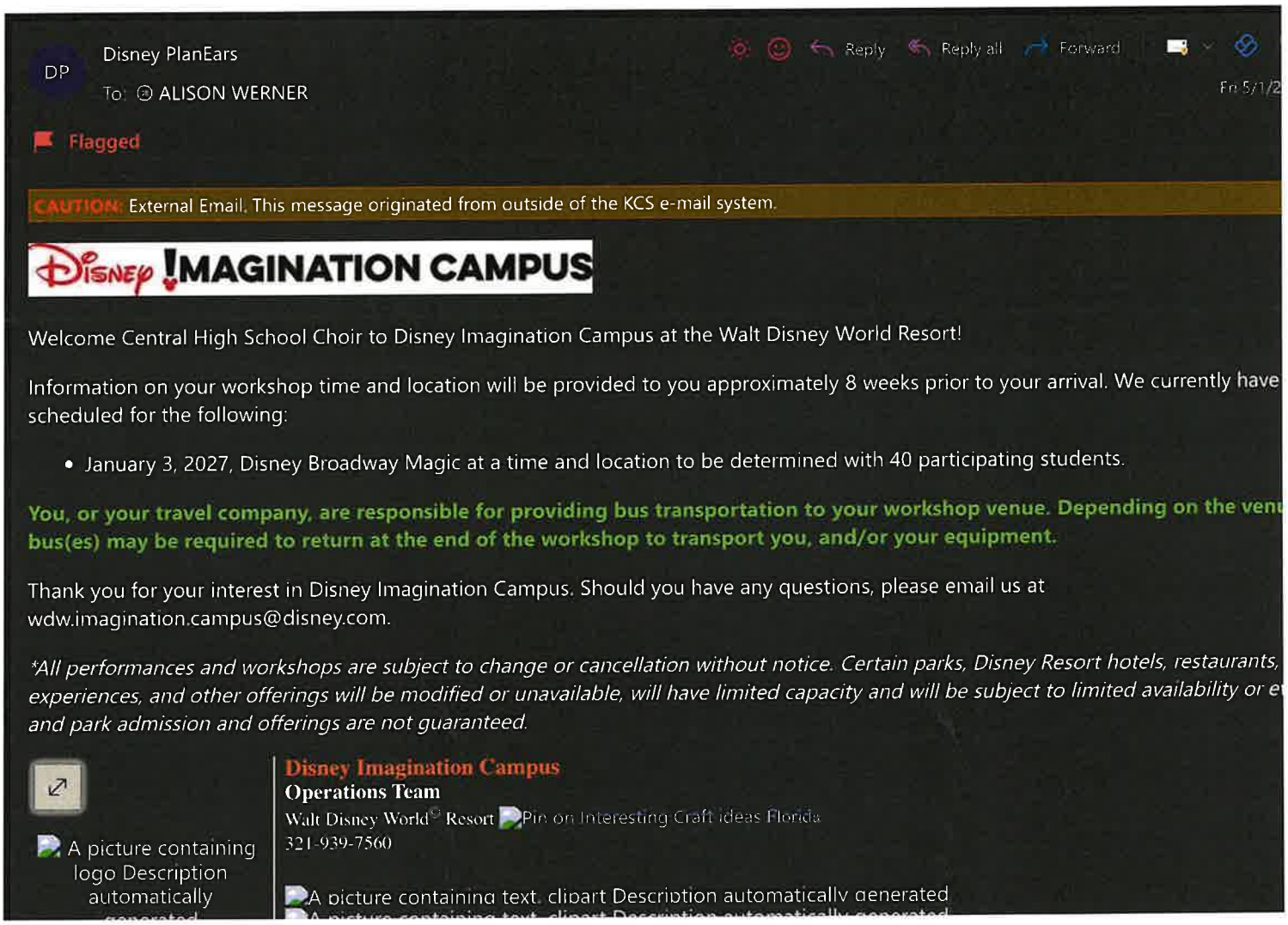
To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

6. Acknowledging your access and Consent to receive Communications electronically. To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

7. Termination/Changes/Other. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.



DP Disney PlanEars

To: ALISON WERNER

Reply Reply all Forward

Fri 5/1/2

Flagged

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Disney IMAGINATION CAMPUS

Welcome Central High School Choir to Disney Imagination Campus at the Walt Disney World Resort!

Information on your workshop time and location will be provided to you approximately 8 weeks prior to your arrival. We currently have scheduled for the following:

- January 3, 2027, Disney Broadway Magic at a time and location to be determined with 40 participating students.

You, or your travel company, are responsible for providing bus transportation to your workshop venue. Depending on the venu bus(es) may be required to return at the end of the workshop to transport you, and/or your equipment.

Thank you for your interest in Disney Imagination Campus. Should you have any questions, please email us at wdw.imagination.campus@disney.com.

**All performances and workshops are subject to change or cancellation without notice. Certain parks, Disney Resort hotels, restaurants, experiences, and other offerings will be modified or unavailable, will have limited capacity and will be subject to limited availability or e and park admission and offerings are not guaranteed.*

A picture containing logo Description automatically

Disney Imagination Campus
Operations Team
Walt Disney World® Resort Pin on Interesting Craft ideas Florida
321-939-7560

A picture containing text, clipart Description automatically generated

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-585(a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

Priority Coach Inc.
2624 Clinton Hwy.
Powell, TN 37849

TERMS AND CONDITIONS

Pricing
Quotes are based on the information provided at the time of booking. Additional charges may apply if actual hours or mileage exceed the original estimate. Any changes to itineraries must be communicated as soon as possible and may result in adjustments to the final cost. Driver gratuity is not included in the quoted price and is at the discretion of the customer. A 2.75% convenience fee will be applied to all credit card transactions.

Deposits
A deposit may be required to secure requested vehicle(s). Priority Coach Inc reserves the right to release vehicles if a deposit is not received.

Trip Itineraries
Final trip itineraries must be submitted with final payment no later than 14 days prior to departure. Please include all pickup locations, destinations, addresses, and directions.

Safety
All decisions regarding the operation of the motor coach are made by the driver in accordance with applicable laws and company policies. Passengers are not permitted to block aisles or move about the coach without proper supervision. For overnight travel, frequent rest stops are encouraged. Passenger safety is our top priority.

Electronics & Onboard Wi-Fi
Coaches may be equipped with Wi-Fi, monitors, DVD players, and onboard microphones. While these services generally perform well, interruptions may occur and are considered a normal part of travel.

Food & Beverage
Food and beverages are permitted with restrictions. Glass containers and non-sealable items are prohibited. Loose candy (e.g., Skittles, M&M's, gummy candy) is not allowed. All trash must be placed in designated garbage bags. Drivers reserve the right to restrict food and beverages if necessary.

Restroom Use
Limited use of onboard restrooms is requested for sanitation, comfort, and safety. No solid waste, paper products, or foreign objects are permitted in the toilet.

Personal Belongings
Passengers are responsible for all personal belongings. Please check the coach thoroughly before departure. Priority Coach Inc is not responsible for lost, stolen, or damaged items.

Driver Lodging
For overnight trips, the customer is responsible for providing safe, clean, private lodging for each driver. If lodging is not provided or deemed unsuitable, additional lodging charges will be applied.

Fuel Surcharge
Quoted pricing is based on fuel costs at the time of contract and may be adjusted based on market conditions. Fuel pricing is locked 30 days prior to departure.

Additional Cleaning Fees
If excessive cleaning is required beyond standard post-trip procedures, a cleaning fee of up to $350 may be applied. This includes sanitation required for biohazards or misuse of the vehicle. Charges will be reflected on the final invoice.

Cancellations
Cancellations must be received at least 30 days prior to departure to qualify for a full refund of the deposit. Failure to make payments by due dates may result in cancellation. The customer is responsible for any collection or legal fees incurred. Late payments may be subject to interest of up to 18% annually.

Agreement
By signing below, you agree to the terms and conditions outlined in this contract. One copy should be retained for your records and one returned to Priority Coach Inc. along with the acceptance quote. Priority Coach Inc is not responsible for delays, mechanical issues, weather conditions, or unforeseen circumstances beyond its control. Driver assignments and vehicle substitutions may occur as necessary to fulfill service obligations.

Signature: _____

Print Name: _____

Group Name: _____

Date: _____

Acceptance

Priority Coach, Inc.

Client ID	CHSWerner	Quotation ID	2703
Client	Alison Werner	Movement ID	4702
Company	Central High School		
Client Ref 1		Passengers	
Client Ref 2		Distance	1338

First Pick-up	5321 Jacksboro Pike, 37918 Central High	Destination	Orlando, FL	
Pick-up Date	Sat 1/2/2027 Time 04:00	Arrival Date	Sat 1/2/2027	Time 15:35
Single Journey	No	Leave Date	Wed 1/6/2027	Time 08:00
Vehicle To Stay	Yes	Back Date	Wed 1/6/2027	Time 19:30

First Pick-up Instructions

Destination Instructions

Quantity	Seats	Vehicle Description	Unit Price	Price	Tax %	Tax	Total
1	56	Deluxe Motorcoach	$7,150.00	$7,150.00	0	$0.00	$7,150.00
		Fuel Surcharge		$357.50	0	$0.00	$357.50
				$7,507.50		$0.00	$7,507.50
Movement Totals				$7,507.50		$0.00	$7,507.50

Included Items	Included	Included Items	Included
Drivers Accommodation	No	Gratuities	No
Parking Charges	No	Tolls	Yes

Please review the information above and sign below. Remit one copy to the address above. The carrier will not be liable for delays caused by an act of God, public enemies, authority of law quarantine, perils of navigation, riot strikes, the hazards, or dangers incident to the state of war, accidents, breakdowns, bad road conditions, storms or other conditions beyond its control and does not guarantee to arrive or depart from any point at any special time.

Signature		Print Name		Date	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-585(b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Request for approval of Letter of Understanding with Disney Destinations, LLC for a Central High School Chorus Trip to Disney World in Orlando, Florida in conjunction with Disney's Imagination Campus.

January 2-6, 2027

The Disney trip cost is $900 per traveler. Currently, 33 students are registered for the trip. Total trip cost to date is $30,000

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

Students pay for cost of trip

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

Consent 6. D. 14.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Production Contract for Farragut Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Production Contract with Music Theatre International for Farragut Middle School's Production of a "Broadway Junior Revue-Pure Imagination" October 22-23, 2026 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Contract

Fiscal Note

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0049434
Contract Number: 7155076

Licensee:

FARRAGUT MIDDLE SCHOOL
C/O: RUTH BENDY
200 WEST END AVENUE
KNOXVILLE, TN 37922

TELE#: 8659669756 FAX:
E-MAIL: ruth.bendy@knoxschools.org

Contract Issue Date: 08/05/26
Contract Expiration Date: 09/30/26
Valid For Performances From: 08/05/26 - 08/05/27
Actual Performance Dates: 10/22/26 - 10/23/26
MTI Access Code: MTI4773650

PRODUCTION CONTRACT for MTI'S BROADWAY JUNIOR REVUE-PURE IMAGINATION

CONTRACT PROVISIONS:

AMOUNT ENCLOSED

DIGITAL SHOWKIT™ (See *Additional Materials Order Form* for a list of digital ShowKit™ contents)

Royalty . . . . . $ 139.00

Non-Refundable Materials Fee . . . . . $ 556.00

SALES TAX (where applicable): . . . . . $ _____

ADDITIONAL MATERIALS TOTAL (from *Additional Materials Order Form* — please attach): . . . . . $ _____

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): . . . . . $ _____

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

☐ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: _____

(No P.O. Boxes) _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Note: If ordering t-shirts or physical materials, they will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

Digital ShowKits™ are non-transferable and non-refundable.
With this contract you are agreeing to produce MTI'S BROADWAY JUNIOR REVUE-PURE IMAGINATIOI
By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (_____) _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

BV_K9_2

STANDARD MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0049434
Contract Number: 7155076

YOUR DIGITAL SHOWKIT WILL CONSIST OF THE FOLLOWING:

1 CHOREOGRAPHY VIDEOS DIGITAL

1 DIGITAL SHOWKIT

- Actors Script
- Directors Guide
- Downloadable Resources and Media
- Logo Pack
- Performance Tracks
- Piano-Vocal Score

Your ShowKit materials will be provided digitally only

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0049434
Contract Number: 7155076

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 following page.

Performance Accompaniment Recordings **$350**
(Rehearsal only)

Performance Accompaniment Recordings
(Rehearsal and Performance)

0 – 500 seats	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
501+ seats	up to 10 performances	**$999**
	11 or more performances (cost *per performance over 10*)	$100

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*

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the following ADDITIONAL MATERIALS page

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0049434
Contract Number: 7155076

ADDITIONAL MATERIALS

ADDITIONAL 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 the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
THEATRICAL RESOURCES				
CUSTOMIZABLE SHOW POSTER	_____	x	$ 175.00	= $_____.____
DIGITAL SCRIPT & PIANO/VOCAL SCORE	_____	x	$ 299.00	= $_____.____
HOW DOES THE SHOW GO ON?	_____	x	$ 21.00	= $_____.____
SCENIC PROJECTIONS PRO(REH&PERF)	_____	x	$ 1,795.00	= $_____.____
SCENIC PROJECTIONS	_____	x	$ 495.00	= $_____.____
STAGE WRITE APPLICATION	_____	x	$ 150.00	= $_____.____
STREAMING LICENSE	_____	x	$ 75.00	= $_____.____
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	= $_____.____

Add total for all items here.

ADDITIONAL MATERIALS TOTAL: . . . . . $_____.____

ADDITIONAL MATERIALS SHIPPING . . . . . $_____.____

(do not apply shipping charge for Video License, Logo Packs, or RehearScore):

Add. Materials Total	Ground	Rush
$0 – $100	$15.00	$44.00
$101 – $200	$19.00	$60.00
$201 – $300	$23.00	$80.00
$301 – $400	$27.00	$100.00

Add. Materials Total	Ground	Rush
$401 – 500	$31.00	$120.00
$501 – 600	$35.00	$140.00
$601 – 700	$39.00	$160.00
$700 and up	(call for shipping rates)	

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.

SALES TAX (where applicable): $_____.____

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) **$_____.____**

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

BV_ADM_F_02

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

MTI BILLING CREDIT

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

MTI'S BROADWAY JUNIOR REVUE-PURE IMAGINATION

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.

VIDEOTAPING WARNING

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 other digital sequencing. 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:

The videotaping or other video or audio recording of this production is strictly prohibited.

***except with certain titles, where a limited video license is available for $75.00 and you have purchased that license.*

BV_MB_1

BILLING CREDITS FOR FLYERS, POSTERS, TITLE PAGE AND WINDOW CARDS

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing. It is a violation of your contract if you crop or edit the logo in any way.

[Name of Organization]
Production of

mti's
BROADWAY JUNIOR®
revue
pure imagination

Featuring Songs by (*in alphabetical order*):

Lynn Ahrens • Kristen Anderson-Lopez • Howard Ashman •
Chad Beguelin • Leslie Bricusse • Morris "Moose" Charlap •
Martin Charnin • Anthony Drewe • Stephen Flaherty •
Zina Goldrich • Marcy Heisler • Carolyn Leigh •
David Lindsay-Abaire • Robert Lopez • Alan Menken •
Tim Minchin • Anthony Newley • Tim Rice •
Richard M. Sherman • Robert B. Sherman • Matthew Sklar •
George Stiles • Charles Strouse • Jeanine Tesori •
Deborah Wicks La Puma • Mo Willems

The billing to you must be in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size your billing to the largest letter in the logo or artwork title.

The size of credits to the authors shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of their names to the largest letter in the logo or artwork title.

BILLING CREDITS FOR PROGRAMS

CREDITS: In programs, you must list all songs with the full billing credits provided to you as follows:

1. "Pure Imagination" from *Roald Dahl's Willy Wonka JR.*, Music and Lyrics by Leslie Bricusse and Anthony Newley, Adapted for the stage by Leslie Bricusse and Timothy Allen McDonald
2. "Oh, The Thinks You Can Think" from *Seussical JR.*, Music by Stephen Flaherty, Lyrics by Lynn Ahrens, Book by Lynn Ahrens and Stephen Flaherty
3. "Beauty and the Beast" from Disney's *Beauty and the Beast JR.*, Music by Alan Menken, Lyrics by Howard Ashman and Tim Rice, Book by Linda Woolverton
4. "Different" from *Honk JR.*, Music by George Stiles, Book and Lyrics by Anthony Drewe
5. "Hola, Lola" from *Dear Edwina JR.*, Music by Zina Goldrich, Book and Lyrics by Marcy Heisler
6. "In Summer" from Disney's *Frozen JR.*, Music and Lyrics by Kristen Anderson-Lopez and Robert Lopez, Book by Jennifer Lee
7. "Sparklejollytwinklejingley" from *Elf The Musical JR.*, Music by Matthew Sklar, Lyrics by Chad Beguelin, Book by Thomas Meehan and Bob Martin
8. "I Won't Grow Up" from *Peter Pan JR.*, Music by Morris "Moose" Charlap, Lyrics by Carolyn Leigh, Additional Music by Jule Styne, Additional Lyrics by Betty Comden and Adolph Green
9. "Maybe" from *Annie JR.*, Music by Charles Strouse, Lyrics by Martin Charnin, Book by Thomas Meehan
10. "The Tummy Song" from Disney's *Winnie the Pooh KIDS*, Music and Lyrics by Richard M. Sherman, Robert B. Sherman, Robert Lopez and Kristen Anderson-Lopez, Music Adapted & Arranged and Additional Music & Lyrics by Will Van Dyke, Book and Additional Lyrics by Cheryl Davis
11. "We're in a Play" from *Elephant and Piggie's "We Are in a Play!" JR.*, Music by Deborah Wicks La Puma, Book and Lyrics by Mo Willems
12. "Revolting Children" from *Roald Dahl's Matilda The Musical JR.*, Music and Lyrics by Tim Minchin, Book by Dennis Kelly
13. "Writing Down the Story of My Life" from *Junie B. Jones, The Musical JR.*, Music by Zina Goldrich, Book and Lyrics by Marcy Heisler
14. "Freak Flag" from *Shrek JR.*, Music by Jeanine Tesori, Book and Lyrics by David Lindsay-Abaire

PERFORMANCE LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

a) ***you have read and understood the terms, conditions and provisions set forth below;***
b) ***you are authorized to enter into the Production Contract on behalf of Licensee; and***
c) ***you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.***

1. You hereby agree to perform the Play, and to pay the stated royalty. You further agree to pay a materials fee for an authorized Digital ShowKit™ (the "ShowKit") purchased in conjunction with the issuance of this license and a fee for any additional materials ordered. You acknowledge that once the ShowKit has been released to you, the materials fee for the Play referenced on the first page of this Production Contract is nonrefundable.
2. Your authorized ShowKit materials will consist of the nonrefundable items, as listed on the Standard Materials page. The digital materials provided by MTI may not be duplicated, published, distributed, posted and/or disseminated, in whole or in part, by any means, including, without limitation, online, except that Licensee may distribute print or digital copies of the materials to Licensee's cast and crew members solely for the limited purpose of producing a licensed production of the Play in accordance with the terms and conditions of this License. Neither Licensee nor its creative team, cast members, musicians, stage crew etc. shall duplicate, publish, distribute, post and/or disseminate the materials on publicly available sites. All printed materials must be promptly collected, removed and destroyed, and all digital materials other than the limited recording permitted pursuant to the Streaming or Video License (where applicable) must be promptly deleted, at the conclusion of Licensee's production.
3. You agree that:
   - All performers in the show must be 9th grade or younger and
   - Ticket prices for any performance of the Play shall not exceed $20.00 per ticket and
   - No performance of the Play 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 MTI in each instance.
4. This Production Contract grants Licensee a limited non-exclusive, non-transferable, and revocable right and license to perform the Play with one (1) cast (including understudies and replacements) as many times as Licensee would like within the licensed dates listed on the front of this Production Contract. It is a violation of this Production Contract and copyright laws to use the ShowKit, in part or in whole, past the license dates listed on the front of this Production Contract. The performance rights granted in this Performance License are granted only to the organization named as Licensee. Under no conditions can this Production Contract and/or any rights granted herein be assigned, sub-licensed or transferred, in whole or in part, without written consent from MTI in each instance.
5. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit without any modifications of any kind. You shall not make, market, advertise, promote, distribute and/or sell any merchandise of any kind in connection with the Play. You will inform the performers and any other personnel affiliated with the Licensee and/or engaged in connection with the production of the Play that they are also bound by this prohibition.
6. You understand that this play is fully protected by federal copyright laws, and therefore:
   - Billing Credits: You will properly credit the Authors of the Play, credit MTI and reproduce the Play logo and trademark on all posters and in all programs exactly as provided without any modifications of any kind.
   - Performance: You must perform this Play exactly as it has been provided to you in the ShowKit without any modifications of any kind, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film adaptation of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including, without limitation, deletions and changes to the period, characters and characterizations.
   - Restrictions on Use of Replica Elements: 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), or other intellectual property from any other productions of the Play and/or any film adaptation of the Play. The rights to all of those

elements, in whole or in part, are owned and/or controlled by third parties and are not granted as part of this Production Contract. 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 ShowKit, 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.

- Recording: This license does not grant you the right to (i) record 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, tape, film, CD, DVD or digital versions; and/or (ii) televise, broadcast, stream, make available for download or otherwise post online, or through any mobile device, the Play or any portion of it. You agree to inform all performers, other personnel affiliated with the Licensee and/or engaged in connection with the production of the Play and attendees of the above prohibitions against recording the Play 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 solely in accordance with the terms of the Streaming or Video License.

7. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0049434
Contract #: 7155076 Printed on: 08/05/26

LIMITED STREAMING LICENSE

MTI Access Code: MTI4773650

Defined Terms Used in this License:

Licensee: FARRAGUT MIDDLE SCHOOL **Streaming License Fee:** $ 75.00

Play: MTI'S BROADWAY JUNIOR REVUE-PURE IMAGINATION

Minimum Per Performance Royalty of $ 0 **against** 0% **of gross receipts, whichever is greater**

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

Licensee has requested the right to record its AMATEUR production of the Play to make it **solely available for viewing remotely on the CUR8.com streaming platform ("MTI Authorized Streaming Platform")**, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the MTI Authorized Streaming Platform to remote audience members who have purchased tickets to view the stream through the MTI Authorized Streaming Platform ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the MTI Authorized Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).

2. **Streaming Options for the Play:** This Streaming License permits the Licensee to do the following using the MTI Authorized Streaming Platform:

   (a) **Livestream:** Licensee may livestream one or more performances of its live stage production solely to Stream Viewers broadcast live in real-time. Livestreams may be shown only live, although the MTI Authorized Streaming Platform will permit Stream Viewers a limited period of time to pause or restart from the beginning.

   (b) **Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.

3. **Streaming Platform:** As a condition of this Streaming License, all streams must take place on the MTI Authorized Streaming Platform and Licensee must make arrangements with the MTI Authorized Streaming Platform separately. Licensee acknowledges that the MTI Authorized Streaming Platform will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.

4. **Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by the MTI Authorized Streaming Platform. Additional per ticket charges may be imposed by the MTI Authorized Streaming Platform.

B. GENERAL TERMS AND CONDITIONS

5. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.

7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on the MTI Authorized Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).

8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.
All authorized performance materials are also supplied by MTI. mtishows.com

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.

10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.

11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.).

12. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the 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.

13. **Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.

14. **Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs,

LIMITED STREAMING LICENSE *continued*

expenses, or damages arising out of this Limited Streaming License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.

15. Miscellaneous. All other provisions, terms and conditions of the Production Contract and Riders shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A STREAMING LICENSE.

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

STR_LS3_7

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

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0049434
Contract Number: 7155076

MTI CONTRACT CHECKLIST

Before sending anything back to MTI, make sure you have completed all of the following steps!

Did you remember to....

- Order Additional Materials (by filling out Page 3)?
- Transfer the Additional Materials Total to Page 1?
- Determine and Total the "Amount Enclosed" on Page 1?
- Fill out Payment information completely on Page 1?

Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 1)
- Completed Additional Materials Order Form (Page 4) — if applicable
- FULL Payment

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MTI ENTERPRISES INC

2 Business name/disregarded entity name, if different from above.

dba MUSIC THEATRE INTERNATIONAL

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

423 W 55th STREET FLOOR 2

Requester's name and address (optional)

6 City, state, and ZIP code

NEW YORK, NY 10019

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

1	3	-	2	9	7	6	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Michael Marcon **Date** 01/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-586

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

The choral directors at Farragut Middle School would like their students to perform the Pure Imagination Musical Review from Music Theater International. The show would be performed on October 22 and 23, 2026. The cost of the show is $770 and would be paid for by fundraising.

Cost to Knox County Schools

0

Description and Type of Funding Source

Fundraising and ticket sales

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

Consent 6. D. 15.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Production Contract for Gibbs High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 4

Explanation

Approve Production Contract with Music Theatre International for Gibbs High School's Production of "Little Shop of Horrors" April 2-4, 2027 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: 0035902
Contract #: 7155581 Printed on: 08/06/26

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
  2nd Floor
  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_2

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0035902
Contract #: 7155581 Printed on: 08/06/26

Licensee:

GIBBS HIGH SCHOOL
ATTN.: WILLIAM BRIMER
2121 ADAIR AVE
KNOXVILLE, TN 37917

TELE#: 865-689-9130 FAX: 865-689-9128
E-MAIL: william.brimer@knoxschools.org

Contract Issue Date: 08/06/26
Contract Expiration Date: 10/01/26
Valid For Performances From: 04/02/27 - 04/04/27
MTI Access Code: LIT4776664

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
LITTLE SHOP OF HORRORS

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) $230.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 150 per Performance
Tickets @ 10.00 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: 0035902
Contract #: 7155581 Printed on: 08/06/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: GIBBS HIGH SCHOOL
Name of Show: LITTLE SHOP OF HORRORS
Name and address of performance space/venue: AUDITORIUM
7628 TAZEWELL PIKE , CORRYTON, TN 37721

Date(s) of performance(s): 04/02/2027 - 04/04/2027 **Offer Expires:** 10/01/2026
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) @ $ 230.00 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: 0035902
Contract #: 7155581 Printed on: 08/06/26

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 AUDREY II
12 LIBRETTO/VOCAL BOOK
2 PIANO CONDUCTOR'S SCORE
1 STUDY GUIDE

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0035902
Contract #: 7155581 Printed on: 08/06/26

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	_____	BASS	
1	_____	PERCUSSION	BELLS, BONGO, CASTANETS, KIT, MARK TREE
1	_____	GUITAR	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	KEYBOARDS	

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0035902
Contract #: 7155581 Printed on: 08/06/26

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 AUDREY II ***				
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)	_____	x	$ 6.25	= $_____.____
PIANO CONDUCTOR'S SCORE (Replacement Fee $120.00)	_____	x	$ 30.00	= $_____.____
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: 0035902
Contract #: 7155581 Printed on: 08/06/26

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	$ 299.00	= $_____.____
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	= $_____.____
SCENIC PROJECTIONS PRO(REH&PERF)	_____	x	$ 1,795.00	= $_____.____
SCENIC PROJECTIONS(REHEARSAL&PERF)	_____	x	$ 850.00	= $_____.____
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 TWO PUPPET KIT	_____			
KEYBOARDTEK ***				
ORCHEXTRA ***				

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.

ADMAT-TH_2

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

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: 0035902
Contract #: 7155581 Printed on: 08/06/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

Size Type:

LITTLE SHOP OF HORRORS 100%

Book and 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
(See Rider for Complete Billing and Contract Information)

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

LITTLE SHOP OF HORRORS

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: 0035902
Contract #: 7155581 Printed on: 08/06/26

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.

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. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees and all shipping costs incurred if your production is cancelled for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

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).

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. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

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. Materials are deemed to be in your possession, and risk of loss passes to you, once the carrier has confirmed to MTI that the materials have been delivered to your designated address.

		Size Type
LITTLE SHOP OF HORRORS		100%
Book and 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 spearate 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

The following credits and clauses must be adhered to in regards to your production of
LITTLE SHOP OF HORRORS

Orchestrations

You shall use only the original New York/London 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 designer's credits) on the main credit page of all theatre programs

Vocal Arrangements By Robert Billig	Orchestrations By Robert Merkin

Puppets (Audrey II)

You shall use and may copy the puppet designs of Martin Robinson only for the purpose of constructing puppets for the use in the presentation of the Play under this License, and the designs, puppets 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 designer is billed, and in size and type of type equal to the most favorable accordrd any designer as follows:

Puppets Designed
By
Martin P. Robinson

You assume all 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 indemify 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.

Videotaping

You must include in prominent fashion in every program for your production of the Play the following warning:

THE VIDEOTAPING OF THIS PRODUCTION IS A VIOLATION OF
UNITED STATES COPYRIGHT LAW AND AND ACTIONABLE FEDERAL OFFENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0035902
Contract #: 7155581 Printed on: 08/06/26

AUDREY II PUPPET RENTAL REQUEST FORM

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.

RD0188_2v3

RETURN THIS PAGE TO REQUEST AUDREY II PUPPET RENTAL

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MTI ENTERPRISES INC

2 Business name/disregarded entity name, if different from above.

dba MUSIC THEATRE INTERNATIONAL

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

423 W 55th STREET FLOOR 2

Requester's name and address (optional)

6 City, state, and ZIP code

NEW YORK, NY 10019

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

1	3	-	2	9	7	6	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Michael Marcon **Date** 01/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-587

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Gibbs High School Drama would like to produce "Little Shop of Horrors" on April 2nd, 3rd, and 4th in Spring of this school year. We will pay for the show with fundraising events, and ticket sales.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Fundraising and ticket sales

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

Consent 6. D. 16.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Production Contract for Hardin Valley Academy

Submitted By: Terri Coatney

Department: Academics **Division:** Region 2

Explanation

Approve Production Contract with Music Theatre International for Hardin Valley Middle School's production of "Suessical Jr." February 12-13, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Contract

Fiscal Note

MUSIC THEATRE INTERNATIONAL'S BROADWAY junior COLLECTION

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 9011202
Contract Number: 7158994

Licensee:

HARDIN VALLEY MIDDLE SCHOOL
C/O: SUSIE WHITINGER
2280 STEELE RD
KNOXVILLE, TN 37932-1435

TELE#: 8657484808 FAX:
E-MAIL: susie.whitinger@knoxschools.org

Contract Issue Date: 08/18/26
Contract Expiration Date: 10/13/26
Valid For Performances From: 08/18/26 - 08/18/27
Actual Performance Dates: 02/12/27 - 02/13/27
MTI Access Code: SEU4801939

PRODUCTION CONTRACT for SEUSSICAL JR.

CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN *ONE* YEAR AS RECORDED IN THE DATES ABOVE.

AMOUNT ENCLOSED

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty . . . . . $ 139.00

Non-Refundable Materials Fee . . . . . $ 556.00

SHOWKIT SHIPPING (Rush Delivery available for $90.00 in U.S.): . . . . . $ 45.00
Rush Delivery available in Canada for $115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable): . . . . . $ _____

ADDITIONAL MATERIALS TOTAL (from *Additional Materials Order Form* — please attach): . . . . . $ _____

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): . . . . . $ _____

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

☐ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: _____

(No P.O. Boxes) _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.
With this contract you are agreeing to produce SEUSSICAL JR.
By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (_____) _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

PCK9_JRB__23_3

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 9011202
Contract Number: 7158994

Licensee:

HARDIN VALLEY MIDDLE SCHOOL
C/O: SUSIE WHITINGER
2280 STEELE RD
KNOXVILLE, TN 37932-1435

TELE#: 8657484808 FAX:
E-MAIL: susie.whitinger@knoxschools.org

Contract Issue Date: 08/18/26
Contract Expiration Date: 10/13/26
Valid For Performances From: 08/18/26 - 08/18/27
Actual Performance Dates: 02/12/27 - 02/13/27
MTI Access Code: SEU4801939

PRODUCTION CONTRACT for SEUSSICAL JR.

CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN *ONE* YEAR AS RECORDED IN THE DATES ABOVE.

AMOUNT ENCLOSED

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty . . . . . $ 139.00

Non-Refundable Materials Fee . . . . . $ 556.00

SHOWKIT SHIPPING (Rush Delivery available for $90.00 in U.S.): . . . . . $ 45.00
Rush Delivery available in Canada for $115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable): . . . . . $ _____

ADDITIONAL MATERIALS TOTAL (from *Additional Materials Order Form* — please attach): . . . . . $ _____

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): . . . . . $ _____

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

☐ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: _____

(No P.O. Boxes) _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.
With this contract you are agreeing to produce SEUSSICAL JR.
By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (_____) _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

PCK9_JRB__23_3

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 9011202
Contract Number: 7158994

STANDARD MATERIALS

YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:

30 ACTOR'S BOOK
1 PIANO VOCAL SCORE
1 GUIDE VOCAL AND PERF TRACKS DIGITAL
1 CHOREOGRAPHY VIDEOS DIGITAL
1 DOWNLOADABLE RESOURCES AND MEDIA
1 BROADWAY JUNIOR DIRECTOR'S SCRIPT
1 DIRECTOR'S GUIDE DIGITAL

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 9011202
Contract Number: 7158994

ADDITIONAL MATERIALS

ADDITIONAL 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 the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ACTOR'S BOOK	_____	x	$ 10.00	= $_____.____
BROADWAY JUNIOR DIRECTOR'S SCRIPT	_____	x	$ 10.00	= $_____.____
PIANO VOCAL SCORE	_____	x	$ 40.00	= $_____.____
THEATRICAL RESOURCES				
ACTOR'S BOOK TENPACK	_____	x	$ 75.00	= $_____.____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	$ 175.00	= $_____.____
DIGITAL SCRIPT & PIANO/VOCAL SCORE	_____	x	$ 299.00	= $_____.____
HOW DOES THE SHOW GO ON?	_____	x	$ 21.00	= $_____.____
LOGO PACK DIGITAL	_____	x	$ 75.00	= $_____.____
SCENIC PROJECTIONS PRO(REH&PERF)	_____	x	$ 1,795.00	= $_____.____
SCENIC PROJECTIONS	_____	x	$ 495.00	= $_____.____
SOCIAL MEDIA MARKETING KIT	_____	x	$ 150.00	= $_____.____
STAGE WRITE APPLICATION	_____	x	$ 150.00	= $_____.____
VIDEO LICENSE	_____	x	$ 75.00	= $_____.____
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	= $_____.____

Add total for all items here. ↓

ADDITIONAL MATERIALS TOTAL . . . . . $_____.____

ADDITIONAL MATERIALS SHIPPING . . . . . $_____.____

(do not apply shipping charge for digital items such as Logo Packs):

Add'l Materials Total	Standard	Rush
$1 – $100	$15.00	$44.00
$101 – $200	$19.00	$60.00
$201 – $300	$23.00	$80.00
$301 – $400	$27.00	$100.00

Add'l Materials Total	Standard	Rush
$401 – 500	$31.00	$120.00
$501 – 600	$35.00	$140.00
$601 – 700	$39.00	$160.00
$700 and up	go to mtishows.com/ship	

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.

SALES TAX (where applicable): $_____.____

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) **$_____.____**

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

**** 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. ****

AdM_JRK02

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 9011202
Contract Number: 7158994

AUTHOR BILLING - SEUSSICAL JUNIOR

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit this logo in any way.

[name of school]
Production of



Book by **Lynn Ahrens** *and* **Stephen Flaherty**

Music by **Stephen Flaherty**

Lyrics by **Lynn Ahrens**

Conceived by **Lynn Ahrens**, **Stephen Flaherty** *and* **Eric Idle**

Based on the works of **Dr. Seuss**

Music Supervised, Adapted and Produced by **Bryan Louiselle**

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MTI Billing Credit

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) MUST include the following credit:

SEUSSICAL JR.

is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.MTIShows.com

Videotaping Warning

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 other digital sequencing. 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:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for $75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

a) ***you have read and understood the terms, conditions and provisions set forth below;***
b) ***you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and***
c) ***you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.***

1. Your authorized materials will consist of the nonrefundable items, as listed on the Standard Materials page, for your cast to keep. Shipment of the ShowKit is conditioned on your production being Fully Licensed (i.e., you have received email confirmation from MTI after submitting the signed Production Contract and paying all applicable fees). Provided your production is Fully Licensed, the ShowKit will be shipped as soon as practicable. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

2. You agree that
   - Ticket prices for any performance of the show shall not exceed $20.00 per ticket and
   - No performance 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.

3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International 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 must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
   - You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
   - Recording: This license does not grant you the right to (i) record 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, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. 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 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.
   - Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. 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), or other intellectual

Dramatic Performing Rights License continued

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 ShowKit 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.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS ($75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN HARDIN VALLEY MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED SEUSSICAL JR. (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the $75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF $75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 9011202
Contract Number: 7158994

MTI CONTRACT CHECKLIST

Before sending anything back to MTI, make sure you have completed all of the following steps!

Be sure to fill out:

- The **Additional Materials Order Form**, if applicable
- Transfer the total from Additional Materials to the **Production Contract**
- The "Total Amount Enclosed" on the **Production Contract**
- The Payment information completely on the **Production Contract**

Return the following completed forms, where applicable:

- The **Additional Materials Order Form**
- The **Limited Home Use Video Recording Permission** form
- The **Limited Streaming License**
- A copy of your **Purchase Order** (schools and government agencies only)

Complete, sign, and return ALL of the following:

- The **Production Contract** including:
  - Completed "Total Amount Enclosed"
  - Completed Payment information
- **FULL Payment**

CHKMTI_06

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MTI ENTERPRISES INC

2 Business name/disregarded entity name, if different from above.

dba MUSIC THEATRE INTERNATIONAL

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

423 W 55th STREET FLOOR 2

Requester's name and address (optional)

6 City, state, and ZIP code

NEW YORK, NY 10019

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

1	3	-	2	9	7	6	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Michael Maccone **Date** 01/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-588

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Hardin Valley Middle School Music Theatre would like to perform Suessical Jr. for the community on February 12-13. We have a Musical Theatre class that meets during school. This will be the second musical theatre production for our school!

Cost to Knox County Schools

0

Description and Type of Funding Source

Funds raised from last year's show through ticket sales and fundraising

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

Consent 6. D. 17.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Theatrical Rights Worldwide License Agreement for Karns High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 2

Explanation

Approve License Agreement with Theatrical Rights Worldwide for Karns High School's production of "The Addams Family School Edition" March 18-20, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

TRW LICENSE AGREEMENT

ACCOUNT: 400188
LICENSE #: SO-0092626 *REP: Sara Den Bleyker*

Issue Date 11/Aug/2026 *Sign & Return Before 09/Nov/2026*

THEATRICAL RIGHTS WORLDWIDE

This License Agreement is for a non-exclusive amateur production of

The Addams Family School Edition ***18/Mar/2027 - 20/Mar/2027***

(hereinafter the "Play")

Licensee information:

Attn	*Seth Tinsley*
Organization	*Karns High School*
Address	*2710 Byington Solway Road*
City, State	*Knoxville, TN 37931*

A. PRODUCTION TERMS RIDER

APP#183187

Provided we have received a signed copy of this Production Terms Rider consisting of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable *Licensing Fee*, the performance materials described as the *Rehearsal Set* and *Orchestration Set* will be supplied.

LICENSING FEE

1. *includes performances*
2. *includes Rehearsal Set*
3. *includes Orchestration Set*

$2,325.00

Based on 3 performance(s) at the Karns High School Auditorium
Based on weighted average ticket price of $15.00
Seating capacity limited to average 200 for each of 3 performance(s)

Rehearsal Set

2 – Director Script
20 – Cast Script / Vocal Book
1 – Piano-Vocal Score
1 – Piano-Conductor Score
– – Complimentary Digital Production Pack (logo/graphics)
– – Complimentary ScenicProjection 'curtain warmer'
– – (quantities indicate number of printed books)

Orchestration Set

Reed 1, Reed 2, Trumpet, Trombone, Guitar, Piano-Conductor (included in Rehearsal Set), Keyboard 1,Keyboard 2, Drums, Percussion, Bass, Cello, Violin

◄◄◄ ADDITIONAL RESOURCES ►►►

♦ POSTERS by SUBPLOT STUDIO:	(digital delivery)	
Non-Schools	$175.00	Fast, easy & affordable: choose your design, add your show info, download a hi-res PDF
Schools (accredited K-12)	$125.00	Educational pricing
♦ KEYBOARD PATCHES by KeyBoardTEK:	(digital delivery)	
Keyboard Patches	$300.00	Minimum, with variable pricing per book; requires Mainstage app & Apple computer
♦ DIGITAL SCENIC PROJECTIONS PACKAGES:	(digital delivery)	
Broadway Media Standard ScenicProjections	$850.00	Full digital scenery of every scene & setting delivered through Mac, PC, or iPad software
Broadway Media Pro ScenicProjections	$1795.00	For theaters with advanced projection capabilities. Adaptable & mappable scenic elements overlays, textures, weather animations, etc. or optional ETC Light board-compatible hardware
♦ CHOREOGRAPHY VIDEO GUIDE by Broadway Media:	(streaming delivery)	
BMD Instructional Resource - 1 year license	$395.00	Immediate access; 3-4 hours of instructional video by Bway's SERGIO TRUJILLO multi-users; multi-platform
♦ CINEVATIVE-VIDEO MARKETING ESSENTIALS:	(digital delivery)	
Web Video	$199.00	End card includes 3 lines - text only - up to 22 characters each
HD Video	$299.00	End card includes 3 lines - text only - up to 22 characters each
Video/Voice-Over End Card Customization	$50/$150	End card text plus: logo/graphics, font, colors, placement
♦ TICKET PLATFORM by BookTix:	(digital delivery)	
BookTix Ticket System	$FREE	Free box office portal for ticket sales, fundraising, marketing, etc.
♦ TRANSPOSITION EXPRESS:	(digital delivery)	
Piano score only	$40.00	Per song
Full orchestration	$100.00	Per song
♦ MUSIC PRODUCTS by RIGHT ON CUE SERVICES:	(digital delivery)	
Show|Ready	$300.00	Rehearsal tracks (piano, bass, drums & click-track); 5 editors & 100 viewers for Mac, PC, iOS, Android
Show|Ready & Stage|Tracks Combo Package	$800.00	Customizable performance tracks – full orchestration >> 5 editors for Mac, PC
Sweetener	$195.00	ADD-ON to Stage Tracks – vocally supplement the ensemble (dance breaks, not enough mics, etc)

TRW LICENSE AGREEMENT

ACCOUNT: 400188
LICENSE #: SO-0092626 *REP: Sara Den Bleyker*

Issue Date 11/Aug/2026 *Sign & Return Before 09/Nov/2026*

TRW THEATRICAL RIGHTS WORLDWIDE

This License Agreement is for a non-exclusive amateur production of

The Addams Family School Edition ***18/Mar/2027 - 20/Mar/2027***

(hereinafter the "Play")

B. PRODUCTION TERMS ORDER FORM

1. Licensing Fee (required)

CHOOSE ONE: DIGITAL OR PRINTED

☐ Digital Performance Materials - *Immediate delivery, self-print*

OR

☐ Printed Performance Materials - *Non-returnable – yours to keep*

- Shipped to arrive 3 months before opening

1. *includes **3** performance(s)*
2. *includes 𝄽 Rehearsal Set*
3. *includes ♫ Orchestration Set*

{ ***$2,325.00*** *(req'd)*

OPTIONAL ADD-ON:

☐ EARLY SHIP of Printed Materials – 'SHIP NOW' *(add only if choosing 'Printed' above)* ..... *add $150.00* ..... $ _____ *

☐ SEND BOTH Printed Materials (SHIP NOW) & Digital Materials ..... *add $250.00* ..... $ _____ *

For ____ additional PUBLIC performances @ *$450.00* per performance ..... $ _____

For ____ final dress rehearsal, school assembly, etc. performances with no admission charge or donations @ $125.00 ..... $ _____

2. Additional Printed Materials *(may require additional shipping charge – please check with your representative)*

For ____ cast script/vocal book @ $15.00 ..... $ _____ *
For ____ director script @ $20.00 ..... $ _____ *
For ____ orchestra pit book (please attach list) @ $35.00 ..... $ _____ *
For ____ piano vocal score @ $45.00 ..... $ _____ *
For ____ piano conductor score @ $45.00 ..... $ _____ *
For ____ demo cast recording @ $12.00 (digital delivery) ..... $ _____ *

3. Resources

✪ Full conductor score Partitur ✪

☐ Digital Full Score $125.00 - OR - ☐ Printed Full Score $125.00 _____ $ _____ *

Immediate digital delivery Contact your TRW rep for S&H rate

✪ Production Pack (logo/graphics delivered digitally) ✪ _____ $ - - - FREE - - -

✪ Customizable Poster + Layered Artwork (Subplot Studio) ✪ Buy now & customize later; delivered digitally

☐ Non-schools $175.00 - OR - ☐ Schools (educators discount) $125.00 _____ $ _____ *

✪ KeyboardTEK ✪ (authorized patches starting @ $300.00 – pls order at KeyboardTEK.com) _____ https://KeyboardTEK.com/

✪ Broadway Media projections packages (BMD) ✪

Immediate digital delivery. Conversion from Rehearsal to Performance content occurs 4 weeks prior to closing date

☐ Standard Projections $850.00 - OR - ☐ Pro ScenicProjections $1795.00 _____ $ _____ *

✪ Cinevative VME packages (Video Marketing Essentials) ✪

☐ Web Video $199.00 - OR - ☐ HD Video $299.00 _____ $ _____ *

End card includes 3 lines - text only - up to 22 characters

Video end card customization @ $50.00 (end card text above plus: logo/graphics, font choice, colors) _____ $ _____ *

Video voice over customization @ $150.00 _____ $ _____ *

✪ Broadway Media Choreography Guide ✪ step-by-step videos for all experience levels @ $395.00 _____ $ _____ *

Immediate access 3-4 hours streaming video

✪ ROCS tracks packages (Right on Cue Services) ✪

Show|Ready $300.00 _____ $ _____ *

Show|Ready & Stage|Tracks Combo Pkg $800.00 _____ $ _____ *

Sweetener ADD-ON to Stage|Tracks $195.00 _____ $ _____ *

NY state tax @ 0___ % (this is the taxable portion of your Licensing Fee) ..... $ ____N/A____

(*__Tax required for New York state__ residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)

*NY state tax @ 0___ % (you must apply to all optional materials & resources *asterisked* above) ..... $ ____N/A____

(*__Tax required for New York state__ residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)

STOP Shipping (***required*** for all **PRINTED PERFORMANCE MATERIALS** packages) @ **$85.00** ..... $ _____

TOTAL $ _____ ✶

TRW LICENSE AGREEMENT

ACCOUNT: 400188
LICENSE #: SO-0092626 *REP:* Sara Den Bleyker

Issue Date 11/Aug/2026 *Sign & Return Before 09/Nov/2026*

THEATRICAL RIGHTS WORLDWIDE

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(hereinafter the "Play")

C. CONFIRMATION FORM

1 Payment (US dollars only)

TOTAL $_____ ★

(total carried over from PART B Order Form, previous page)

☐ Organization Check or Money Order (made payable to "Theatrical Rights Worldwide")

☐ Purchase Order (US & Canadian school & government agencies may submit – included with this executed Agreement - a signed, authorized institutional PO)

☐ Credit Card

Number: _____

If you prefer to call with the card number: send this executed Agreement with (1) the last 4 digits written above, (2) the expiration date, (3) totals to be charged, and (4) Cardholder Signature in the 'I authorize the charge above' area.

Expiration Date: _____ Security Code: _____

Name of cardholder (*print*): _____

Billing address *(include postal/zip)*: _____

a.) The opening date of my production is **less than** 12 months from today:

Charge the full amount (*fill in TOTAL ★ from above*):**$** _____

OR

b.) The opening date of my production is **more than** 12 months from today's date:

Charge a down payment of: **$**_____ *(minimum $500.00**)*

AND automatically charge the balance due: **$**_____ 10 weeks prior to my opening date

(calculate the balance due as TOTAL ★ minus down payment)

CARDHOLDER SIGNATURE

✎ I authorize the charge(s) above. Agreed and accepted: _____

(cardholder signature)

Please remember: **no materials will be provided until payment in full/PO is received.

2 Shipping Confirmation (printed performance materials only)

(default shipment will be to the Licensee named in Part A unless an alternate address is entered below)

Shipping Name _____

Address (no P.O. Boxes) _____

City _____ State _____ Postal _____

Daytime Phone Number (FedEx contact) _____

Email address (FedEx contact) _____

3 Acknowledgement

Your name (print) _____

✎ Authorized Signature _____

Position/Title _____ Date _____

Your signature acknowledges that you are of legal age and have read, understood, and agree to all the terms as set forth in both the Licensing Terms and Conditions and the Production Terms Rider of this License Agreement.

CHECKLIST FOR RETURN TO TRW

☐ 1 Do not announce, advertise, sell tickets, subscriptions, etc prior to TRW's confirmation
☐ 2 If your performance dates have changed please contact your TRW rep for clearance of new dates
☐ 3 If ordering PRINTED PEFORMANCE MATERIAL, you must include the Shipping Fee in your total
☐ 4 Choose payment method on this page in Section I, above, and sign section III, above
☐ 5 Return Part B & Part C (pages 2 & 3). Keep a copy for your records.
☐ 6 Return with payment via email, fax, mail, or snap clear pics with your smart phone!
☐ 7 After processing, TRW will email confirmation with a digital Production Pack (logos)

THEATRICAL RIGHTS WORLDWIDE

This License Agreement is for a non-exclusive amateur production of

The Addams Family School Edition ***18/Mar/2027 - 20/Mar/2027***

(hereinafter the "Play")

D. LICENSING TERMS AND CONDITIONS

Rights Granted/Rights Reserved/Copyright Requirements

Licensee ("You") are hereby granted the non-exclusive right to present the live public performance of the play as named herein and contained in the performance materials provided ("Play") and only for the number and dates of performances and at the venue as set forth in the Production Terms Rider herein.

You may not add new music, lyrics, dialogue or anything to the Play as provided for in the performance material. You may not delete in whole or in part any material as provided and you may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters (including their gender), or characterizations in the presently existing Play.

You agree that the cast members in the show accurately reflect the characters as written. Where race and ethnicity are indicated, they should be honored. Where race or ethnicity are not indicated, a character can be of any race or ethnicity.

You agree that any proposed change, addition, omission, interpolation, or alteration in the music, lyrics, or book of the Play shall first be submitted in writing to Theatrical Rights Worldwide (TRW) prior to or during your rehearsal period but in no event later than 30 (thirty) days prior to your first performance. If permission is granted by the Authors, TRW will advise you in writing.

This License Agreement does not include the right to the original choreography, costume designs, staging, direction, or scenery designs of the Play and any use of said elements is strictly prohibited. TRW and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) whom you may hire to direct, choreograph, stage, design, or otherwise participate creatively with your production.

This license does not grant you, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or digital), film, sound recording (CD), or other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television, or the internet including but not limited to YouTube or iTunes.

You have the right for advertising and promotional purposes, to publicize your production via print, your organization's website, the Internet, radio and television (radio, television or Internet commercials shall be limited to excerpt usage of no more than 30 seconds).

You must give the author/creators billing credits as specified in Billing Credits (Part E) on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com. You must include the following warning in your program: "The video or audio recording of this performance by any means is strictly prohibited."

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

The Addams Family School Edition is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide 1180 Avenue of the Americas, Suite 640, New York, NY 10036. www.theatricalrights.com

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs.

You may not create merchandise based on the Play, whether for sale or distribution, without written permission and license from TRW.

Any original designs for artwork, logos or merchandise shall first be submitted in writing to TRW. If permission is granted to use original design, TRW will advise you in writing.

Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement. TRW reserves the right, in its sole discretion, to revoke this License Agreement by sending written notice to you at any time prior to TRW's receipt of the Production Terms Order Form (Part B) and a signed Confirmation Form (Part C) and payment in full.

Performance Terms and Conditions

TRW must receive a completed and signed copy of the Production Terms Order Form Part B and Confirmation Part C, accompanied by payment in full (for U.S. & Canadian schools and government agencies a signed, authorized institutional purchase order is acceptable for the licensing fees) by the expiration date indicated on the first page of the Production Terms Rider or prior to your first performance; whichever occurs sooner, or this License Agreement shall automatically terminate. You may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by us of the Production Terms Order Form, Confirmation Form, and payment.

If any of the conditions set forth in the Production Terms Rider or at any time during your performance run have changed in any way (including the cancellation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify TRW in writing immediately, and TRW must approve all such changes before they may take effect. You are advised that any changes made to the conditions set forth in the Production Terms Rider (Part A) may modify the Licensing Fee. Furthermore, if you cancel the entire performance, a cancellation fee of 10% of the total fees due for royalty, but in no event less than one-hundred-twenty-five dollars ($125) per performance, will apply and forfeiture of the performance materials fees will occur in the event that performance materials have been supplied in any fashion. TRW must be notified in writing of any cancellations within seven (7) days of said cancellation. Furthermore, you understand that, even if you do not present the Play, you could be obligated to pay the fees set forth in this License Agreement.

Should you desire to present performances in addition to those provided for in the Production Terms Order Form (Part B), you agree to make additional royalty and other payments for any and all performances in addition to those already licensed. You agree not to announce, sell tickets or present the Play for such additional performances without the prior written permission of TRW ***and*** the payment of the additional fees due.

This License Agreement is for a non-exclusive amateur production of
The Addams Family School Edition ***18/Mar/2027 - 20/Mar/2027***
(hereinafter the "Play")

TRW THEATRICAL RIGHTS WORLDWIDE

D. LICENSING TERMS AND CONDITIONS *(continued)*

You shall not perform excerpts, scenes or musical numbers from the Play for promotional purposes, or in competitions, festivals or for any other reason without TRW's prior written consent.

You agree to reserve two (2) complimentary tickets (if requested) for the use of TRW and the Authors(s) for each performance and TRW agrees not to sell said tickets.

You shall forward to us at least one (1) copy of the program for your production not later than five (5) days following the opening performance, via mail or e-mail attachment.

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and 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 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.

You shall submit to us, within seven (7) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance.

You agree to keep and maintain financial records in which you shall record all items in connection with the production and presentation of the Play. Such records shall be open during business hours for inspection by TRW or its representatives at your office, and TRW shall have the right to make copies of and take extracts from such records. TRW's right of the inspection under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.

The rights granted herein are conditioned upon your fulfillment of all obligations set forth in this License Agreement, including the timely payment of all Fees in U.S. funds when due.

If you default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which TRW might have at law, you agree that TRW shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse TRW for any expenses incurred by us in enforcing our rights herein, including, but not limited to attorneys' fees, telephone, fax, courier and postage charges, and collection expenses. You warrant and represent that the information you have provided TRW both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due TRW hereunder and all of our rights and remedies against you shall be preserved.

TRW makes no representations or warranties in connection with the Play or otherwise, other than that it has the right to enter into and perform this License Agreement.

All rights in and to the Play other than those specifically licensed to you under the terms of this License Agreement are reserved to TRW, with the unrestricted right on the part of TRW 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 Agreement.

Licensee shall indemnify and hold harmless Licensor, the Authors and/or Copyright Owner(s), and their respective principals, officers, directors, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from and against any claim, costs, expenses and liabilities which may arise by reason of Licensee's breach or alleged breach or exercise of the terms or rights herein granted. Furthermore, Licensee shall indemnify and hold harmless Licensor, the Authors and/or Copyright Owner(s), and their respective principals, officers, directors, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from and against any claim, costs, expenses and liabilities (including injury, bodily harm, medical conditions, which may be incurred by the cast, crew, staff and audience and which may arise out of or in connection with presentation of the Play.

Licensee agrees that it shall be aware of and comply with all applicable federal, state and local ordinances and regulations as they pertain to social gathering and distancing restrictions as well as any other rules or guidance regarding the COVID-19 outbreak that may impact any aspect (including cast, crew, staff and audience) of Licensee's presentation of the Play.

You shall keep all terms and conditions of this License Agreement including all Fees contained herein strictly confidential.

Performance Materials
You understand that the performance materials cannot be used for any purpose other than as stated in this License Agreement and that you and/or anyone connected with your organization may not copy, reproduce, sell, electronically store, share, or post to the Internet or otherwise distribute such performance materials unless as permitted herein.

The performance materials are the ONLY acting edition authorized by the Author(s) and must be licensed from us as a condition of this License Agreement. We make no representation as to the adequacy or suitability of the performance materials. The Performance Materials can ONLY be used for the performance of the Play on the dates specified herein and cannot be used for any subsequent production, presentation or performance.

Provided we have received a signed copy of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable Fees required, the performance materials will be supplied approximately two months prior to the first performance in the case of Printed Materials or forthwith in the case of Digital Delivery. Please allow approximately five days for processing following receipt of your signed Production Terms Order Form, Confirmation Form, and payment.

If the full set of printed performance materials is needed in advance of the two-month period stated above, there is a charge of one-hundred dollars ($150) to SHIP NOW. Please allow approximately fourteen days for printing following processing.

You shall pay shipping charges for printed materials that we supply to you, as well as all customs charges, duties and the like in connection with shipment(s) of printed materials. We ship by U.S. Postal Service, UPS, Federal Express, or other carriers at our sole option.

You are not required to return printed performance materials.

This License Agreement is for a non-exclusive amateur production of
The Addams Family School Edition ***18/Mar/2027 - 20/Mar/2027***
(hereinafter the "Play")

E. BILLING CREDITS

THE ADDAMS FAMILY School Edition
Book by MARSHALL BRICKMAN and RICK ELICE
Music and Lyrics by ANDREW LIPPA

Orchestrations by Larry Hochman

Based on Characters Created by Charles Addams

Originally produced on Broadway by Stuart Oken, Roy Furman, Michael Leavitt, Five Cent Productions, Stephen Schuler, Decca Theatricals, Scott M. Delman, Stuart Ditsky, Terry Allen Kramer, Stephanie P. McClelland, James L. Nederlander, Eva Price, Jam Theatricals/Mary LuRoffe, Pittsburgh CLO/Gutterman-Swinsky, Vivek Tiwary/Gary Kaplan, The Weinstein Company/Clarence, LLC, Adam Zotovich/Tribe Theatricals; By Special Arrangement with Elephant Eye Theatrical

NOTE: The names of the Composer, Lyricist, and Bookwriter shall be equal in size, type, coloring, boldness, and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the play. The credit to the producer shall appear in a type size of no less than eight (8) point.

TRW BILLING

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs. You must give the author/creators billing credits on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com.

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

THE ADDAMS FAMILY School Edition A NEW MUSICAL is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide 1180 Avenue of the Americas, Suite 640, New York, NY 10036. www.theatricalrights.com

RECORDING PROHIBITION

This license does not grant you**, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or Digital), film, sound recording (CD), and other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes.

You must include the following warning in your program:

"The video or audio recording of this performance by any means is strictly prohibited."

**except with certain titles, where a limited video license is available and you have executed that license

TRW LICENSE AGREEMENT

Issue Date 11/Aug/2026 *Sign & Return Before* 09/Nov/2026

THEATRICAL RIGHTS WORLDWIDE

This License Agreement is for a non-exclusive amateur production of

The Addams Family School Edition ***18/Mar/2027 - 20/Mar/2027***

(hereinafter the "Play")

ALL LICENSEES: SIGN & RETURN - ALONG WITH PRODUCTION TERMS ORDER FORM (PART B) AND CONFIRMATION FORM (PART C)

RIDER A

Exhibit 1: Advertising Restriction

The logo artwork comprised of the family members of THE ADDAMS FAMILY is the only authorized illustration, drawing, sketch or graphic of the family members. You are prohibited from modifying or changing the existing illustration as found in the authorized logo artwork as provided and you are further prohibited from creating an original illustration of the family members of THE ADDAMS FAMILY to serve as logo artwork for your production.

Any violation pertaining to the logo artwork will be deemed a willful infringement of the License and could subject You to termination of the rights as provide for herein.

This license does not grant you, or any third party, the right to make, use and/or distribute the "Addams Family Theme" by Vic Mizzy or any interpolations of same that appear in the original score of THE ADDAMS FAMILY in any advertisements or promotions connected with your license of the show. In accordance with the terms and conditions of this license, the use of the "Addams Family Theme" by Vic Mizzy or any interpolations of same that appear in the original score of THE ADDAMS FAMILY in any advertisements or promotions, in any media or format, including but not limited to the Internet (Websites, Social Media, You Tube), radio or television are strictly prohibited. If you would like to use the "Addams Family Theme" by Vic Mizzy in any advertisement of your production of THE ADDAMS FAMILY, contact Tim Sweeney at Next Decade Entertainment, Inc. at tsweeney@nextdecade-ent.com

_____

Producer - Signature Date

Addendum to the THEATRICAL RIGHTS WORLDWIDE (TRW) LICENSE AGREEMENT as it pertains to the State of TENNESSEE

Upon execution by both parties, this addendum to the TRW License Agreement Order Number: SO-0092626, between KNOX COUNTY SCHOOLS on behalf of KARNS HIGH SCHOOL ("You") and Theatrical Rights Worldwide, 1180 AVENUE OF THE AMERICAS, SUITE 640, NEW YORK NY 10036 ("TRW") shall be entered into and effective as of the date so indicated on said License Agreement Order Number: SO-0092626 and be amended as follows:

A. LICENSING TERMS AND CONDITIONS
II. Performance Terms and Conditions

Governance paragraph shall now read

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and shall be governed by the Laws of the STATE of TENNESSEE, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the STATE of TENNESSEE and in no other forum.

Default paragraph shall now read

If You default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which TRW might have at law, You agree that TRW shall have the right to a preliminary injunction to enjoin further performance of the Play. You warrant and represent that the information You have provided TRW both orally and in writing is accurate and correct and You agree that in the event such information proves to be false or incorrect, or if You fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but You shall nevertheless remain liable for any payments which may be due TRW hereunder and all of our rights and remedies against You shall be preserved.

Indemnification paragraph shall now read

To the extent permitted by law of the State of TENNESSEE, Licensee shall hereby indemnify TRW and the Author(s) and/or Copyright Owner(s) of the Play from and against any claim arising out of the breach or alleged breach by You of any of your representations, warranties or agreements and terms herein.

Confidentiality paragraph shall now read

To the extent permitted by law of the State of TENNESSEE, You shall agree to keep all terms and conditions of this License Agreement, including Royalty and Performance Materials fees, strictly confidential.

All other terms and conditions of TRW License Agreement Order Number: SO-0092626 remain in full force and effect.

Knox County Schools on behalf of Karns High School	Theatrical Rights Worldwide
Name (print):	Name (print): Catherine Daigle
Name (signed):	Name (signed): Catherine Daigle
Title:	Title: Director of Amateur Licensing
Date:	Date: September 1, 2026

New York 1180 Avenue of the Americas, Suite 640, New York, NY 10036
London 19 Margaret Street, 3rd Floor, London W1W 8RR, UK
Main 646.736.3232 | **Fax** 212.643.1322
www.theatricalrights.com | **www.theatricalrights.co.uk**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-589

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

This is the contract for Karns High Schools' production of Addams Family: School Edition for our spring musical. We are seeking board approval to sign the contracts.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Musical Theater Account, Tickets, Fundrasing

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

Consent 6. D. 18.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Production Contract for Powell High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 2

Explanation

Approve Production Contract with Music Theatre International for Powell High School's production of "Elf-The Musical" December 3-6, 2026 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: 6211570
Contract #: 7133405 Printed on: 06/25/26

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
  2nd Floor
  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_2

MTI PRODUCTION CONTRACT

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6211570
Contract #: 7133405 Printed on: 06/25/26

- REPRINT -

Licensee:

POWELL HIGH SCHOOL
C/O: KENTON DEITCH
2136 W EMORY RD
POWELL, TN 37819 0220

TELE#: 865-938-2171 FAX:
E-MAIL: KENTON.DEITCH@KNOXSCHOOLS.ORG

Contract Issue Date: 06/25/26
Contract Expiration Date: 08/06/26
Valid For Performances From: 12/03/26 - 12/06/26
MTI Access Code: ELF4578257

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
ELF-THE MUSICAL

SPECIAL CONDITIONS

*** WITH AN ALL STUDENT CAST AGED 18 OR UNDER ONLY! ***

ROYALTY

ROYALTY A) $340.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 200 per Performance
Tickets @ 12.00 8.00 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: 6211570
Contract #: 7133405 Printed on: 06/25/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: POWELL HIGH SCHOOL
Name of Show: ELF-THE MUSICAL
Name and address of performance space/venue: AUDITORIUM
2136 W. EMORY ROAD , POWELL, TN 37849

Date(s) of performance(s): 12/03/2026 - 12/06/2026
Please list number of performances for each calendar month: 3

Offer Expires: 08/06/2026

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 3 performance(s) @ $ 340.00 per performance, a total of $ 1020

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 6 weeks $ 600.00

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): $ 1820.00

SALES TAX (where applicable): $

TOTAL: $ 4,585.00

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: 2136 W. Emory Rd.
(NO P.O. BOXES)
City: Powell State: TN Zip/Postal Code: 37849

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 Kenton Deitch TITLE Chorus Teacher
AUTHORIZED SIGNATURE Kenton Y Deitch DATE 8/4/26
EMAIL Kenton.deitch@knoxschools.org DAY PHONE 865-696-1036

CONFRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6211570
Contract #: 7133405 Printed on: 06/25/26

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 KEYBOARD 3 - CONDUCTOR
25 LIBRETTO/VOCAL BOOK
1 PIANO VOCAL SCORE

STDMAT_0__2

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6211570
Contract #: 7133405 Printed on: 06/25/26

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	_____			
KEYBOARD 3 - CONDUCTOR (Replacement Fee $120.00)	_____	x	$ 30.00	= $_____.____
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)	_____	x	$ 6.25	= $_____.____
PIANO VOCAL SCORE (Replacement Fee $80.00)	_____	x	$ 20.00	= $_____.____
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) $ ϕ
You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6211570
Contract #: 7133405 Printed on: 06/25/26

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	_____	BASS	ACOUSTIC BASS, ELECTRIC BASS
1	_____	CELLO	
1	_____	DRUMS	BELL TREE, BONGOS, COWBELL, DRUM KIT, FINGER CYMBAL MARK TREE, SLEIGH BELLS, TAMBOURINE (MOUNTED) TEMPLE BLOCKS, TRIANGLE, WOOD BLOCK
1	_____	KEYBOARD 1	
1	_____	KEYBOARD 2	
1	_____	KEYBOARD 3 - CONDUCTOR	
1	_____	PERCUSSION	BELL TREE, BONGOS, CHIMES, CONGAS, CROTALES, FLEXITONE GLOCKENSPIEL, SLEIGH BELLS, TEMPLE BLOCK, TIMPANI VIBES, XYLOPHONE
1	_____	REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO
1	_____	REED 2	CLARINET, ENGLISH HORN, FLUTE, OBOE, TENOR SAXOPHONE
1	_____	REED 3	BARITONE SAXOPHONE, BASS CLARINET, BASSOON, CLARINET FLUTE
1	_____	TROMBONE 1	
1	_____	TROMBONE 2	
1	_____	TRUMPET 1	FLUGELHORN, TRUMPET
1	_____	TRUMPET 2	FLUGELHORN, TRUMPET
1	_____	VIOLIN 1	
1	_____	VIOLIN 2	

ADDITIONAL MATERIALS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6211570
Contract #: 7133405 Printed on: 06/25/26

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					
CHOREOGRAPHY VIDEO GUIDES	1	x	$ 395.00	= $	395.00
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	1	x	$ 175.00	= $	175.00
DIGITAL SCRIPT & PIANO/VOCAL SCORE		x	$ 199.00	= $	
FULL SCORE ACT 1 (Replacement Fee $200.00)		x	$ 50.00	= $	
FULL SCORE ACT 2 (Replacement Fee $200.00)		x	$ 50.00	= $	
HOW DOES THE SHOW GO ON?		x	$ 21.00	= $	
LOGO PACK DIGITAL	1	x	$ 75.00	= $	75.00
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL)	1	x	$ 750.00	= $	750.00
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)		x	$ 350.00	= $	
REHEARSCORE APP	1	x	$ 350.00	= $	350.00
SCENIC PROJECTIONS PRO(REH&PERF)		x	$ 1,795.00	= $	
SCENIC PROJECTIONS(REHEARSAL&PERF)		x	$ 850.00	= $	
STAGE MANAGER SCRIPT (Replacement Fee $100.00)		x	$ 25.00	= $	
STAGE WRITE APPLICATION		x	$ 150.00	= $	
STREAMING LICENSE		x	$ 75.00	= $	
VIDEO LICENSE	1	x	$ 75.00	= $	75.00
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	= $	
KEYBOARDTEK ***					
ORCHEXTRA ***					
TRANSPOSITIONS-ON-DEMAND ***					

Add total for all items here.

Standard Set Additional Materials Total *(from previous page)* $ 0

Theatrical Resource Additional Materials Total $ 1820.00

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $ 1820.00

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.

ADMAT-TH_2

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

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: 6211570
Contract #: 7133405 Printed on: 06/25/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

ELF-THE MUSICAL 100%

Book by Thomas Meehan and Bob Martin | Music by Matthew Sklar | Lyrics by Chad Beguelin 50%

Based upon the New Line Cinema film written by David Berenbaum 25%

The names of the Composer, Lyricist and Bookwriter shall be equal in size, type, coloring, boldness and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the Play. If the credit to the Authors is greater than 50%, the film credit shall be no less than 60% the size of the Authors' credit.

In addition, you agree to include the following on the main credit page in all programs:

Originally produced by
Warner Bros. Theatre Ventures
in association with Unique Features

In advertisements of 1/4 page size or less, and online and mobile ads where in each case only the title of the play, performance dates and venue are provided and in outdoor advertising, transit, and taxi ads and marquees where no other person is billed, the following "shortened billing" is permissible:

ELF-THE MUSICAL

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

ELF-THE MUSICAL

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: 6211570
Contract #: 7133405 Printed on: 06/25/26

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.

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. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees and all shipping costs incurred if your production is cancelled for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

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).

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. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

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. Materials are deemed to be in your possession, and risk of loss passes to you, once the carrier has confirmed to MTI that the materials have been delivered to your designated address.

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 6211570
Contract #: 7133405 Printed on: 06/25/26

LIMITED STREAMING LICENSE

MTI Access Code: ELF4578257

Defined Terms Used in this License:

Streaming License Fee: $ 75.00

Licensee: POWELL HIGH SCHOOL

Play: ELF-THE MUSICAL

Minimum Per Performance Royalty of $ 35.00 **against** 15.00% **of gross receipts, whichever is greater**

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

Licensee has requested the right to record its AMATEUR production of the Play to make it **solely available for viewing remotely on the CUR8.com streaming platform ("MTI Authorized Streaming Platform")**, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the MTI Authorized Streaming Platform to remote audience members who have purchased tickets to view the stream through the MTI Authorized Streaming Platform ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the MTI Authorized Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).

2. **Streaming Options for the Play:** This Streaming License permits the Licensee to do the following using the MTI Authorized Streaming Platform:

   (a) **Livestream:** Licensee may livestream one or more performances of its live stage production solely to Stream Viewers broadcast live in real-time. Livestreams may be shown only live, although the MTI Authorized Streaming Platform will permit Stream Viewers a limited period of time to pause or restart from the beginning.

   (b) **Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.

3. **Streaming Platform:** As a condition of this Streaming License, all streams must take place on the MTI Authorized Streaming Platform and Licensee must make arrangements with the MTI Authorized Streaming Platform separately. Licensee acknowledges that the MTI Authorized Streaming Platform will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.

4. **Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by the MTI Authorized Streaming Platform. Additional per ticket charges may be imposed by the MTI Authorized Streaming Platform.

LIMITED STREAMING LICENSE *continued*

B. GENERAL TERMS AND CONDITIONS

5. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.

7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on the MTI Authorized Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).

8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.
All authorized performance materials are also supplied by MTI. mtishows.com

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.

10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.

11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.).

12. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the 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.

13. **Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.

14. **Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs,

LIMITED STREAMING LICENSE *continued*

expenses, or damages arising out of this Limited Streaming License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.

15. **Miscellaneous.** All other provisions, terms and conditions of the Production Contract and Riders shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A STREAMING LICENSE.

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

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

TENNESSEE DEPARTMENT OF REVENUE

TENNESSEE SALES OR USE TAX
GOVERNMENT CERTIFICATE OF EXEMPTION

TO: Vendor's Name MTI Enterprises, Inc.

Vendor's Address 423 W. 55th St. 2nd Floor
New York, NY
10019

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency Knox County Schools 62-1514781

Date: Present to 6/30/2027

Signed: Jennifer Goodpaster

Title: Bookkeeper

RV-F1301301

INTERNET (2-08)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-590

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

This is the standard contract between MTI and school for our musical Elf.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Music Theater Account

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

Consent 6. D. 19.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Gerber Tours Tour Agreement for Powell Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 2

Explanation

Approve Tour Agreement with Gerber Tours for Powell Middle School's Band Trip to New York, New York March 3-7, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

Gerber Tours
The Student Travel Experts

105 Maxess Rd Ste 217S
Melville, NY 11747-3859

August 4, 2026

Donnie Hero
Powell Middle School Band
3329 W Emory Rd
Powell, TN 37849

Dear Donnie,

We are excited that you've chosen to travel with us for your Five Day New York City Tour - Bus/NJ Hotel and we look forward to working with you to ensure the best possible trip for your group. I have enclosed your Tour Agreement and other important information about your trip which is explained below. As always, if you have any questions, feel free to contact me.

Registration — As the Tour Organizer, you are responsible for distributing the enclosed Trip Information flyer and ensuring all tour participants, including all chaperones, complete an ONLINE REGISTRATION at accounts.gerbertours.com. If the participant is a minor, the ONLINE REGISTRATION must be completed by a parent or guardian.

Health Records — We recommend collecting Health History and Medical Release forms from everyone in your group. Bring them along on your trip in case of emergency (please do not mail them back to us). For your convenience, we have enclosed a sample form.

Tour Agreement — After careful review, please sign and return the Tour Agreement via email to jencalada@gerbertours.com. We will then send back to you a counter signed copy for your records.

On Tour Essentials — We will be mailing for each participant close to your departure date:
Baggage tags so everyone's luggage can be quickly & easily identified.
Drawstring Backpacks to help carry everyday essentials.
Lanyards & Name Tags with emergency contact info.

Again, thank you for choosing to travel with us and we look forward to a memorable trip!

Sincerely,

Jeanina Encalada
Travel Account Manager

1.800.645.9145 | Telephone: 516.826.5000 | Fax: 516.826.5044 | www.gerbertours.com

Gerber Tours
The Student Travel Experts

Powell Middle School Band

Five Day New York City Tour - Bus/NJ Hotel

March 03-07, 2027

TOUR AGREEMENT

Tour ID:47805

Group	Powell Middle School Band
Tour Name	Five Day New York City Tour - Bus/NJ Hotel
Tour Dates	March 03, 2027 to March 07, 2027
Hotel	4 nights; Hyatt Place Secaucus Meadowlands - Secaucus, NJ (Nighttime security is included)
Transportation	Bus transportation provided by GROUP to accomplish itinerary prepared by Gerber Tours.
Included Meals	4 Breakfasts, 3 Lunches, 4 Dinners
Tour Guide	Tour escorted by 1 professional Tour Guide for 4 days (gratuity included).
Tour Inclusions	

Payments and Conditions. Group Agrees to the Following:

1. To provide its own Chaperones and to supervise the conduct and welfare of the students.
2. To submit all payments and Rooming Lists to Gerber Tours, Inc. as specified in the Payments & Deadlines Schedule on the following page.
3. **To submit to Gerber Tours, Inc. a completed online registration or paper Registration Form for every Tour participant.**
4. Late payments by Group, if applicable, will incur a $100 fee. In addition, payments and/or Rooming Lists received within 30 days of departure will incur an additional $150 fee to cover late processing expenses.
5. Cancellation of this tour prior to 60 days of departure will be refunded in full, except for any non-refundable supplier contracted fees and charges and the non-refundable booking deposit as specified in the Payments & Deadlines Schedule on the following page.
6. Cancellations occurring within 60-15 days of departure will be subject to cancellation fees of 20% of the Tour Cost, the non-refundable booking deposit as specified in the Payment Schedule on the following page and any non-refundable amounts paid to suppliers to confirm Group's reservations.
7. Cancellations occurring within 14 days of departure will receive no refunds.
8. To the Terms and Conditions attached hereto as Exhibit "A".
9. Gerber Tours will require participants and/or their legal guardians to agree to its terms and conditions attached hereto as Exhibit "B" as well as its other conditions.

Binding Arbitration:

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to this Tour Agreement, to the brochure, or any other information relating in any way to the tour, or to the tour itself, shall be settled solely and exclusively by binding arbitration in New York City, New York in accordance with the rules of the American Arbitration Association then existent. In any such arbitration the substantive (but not procedural) law of New York will 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.

Continued...

1.800.645.9145 | Telephone: 516.826.5000 | Fax: 516.826.5044 | www.gerbertours.com

TOUR AGREEMENT

Tour ID:47805

...Page 2

Tour Cost:

The following Tour Cost is based on 48 paying participants, 5 complimentary chaperones; a change in any of these numbers will affect the prices. Complimentary chaperones roomed as follows: 0 in Single, 5 in Double, 0 in Triple, 0 in Quad

Tour Cost

	QUAD	TRIPLE	DOUBLE	SINGLE
Student Price:	**$1,038**	**$1,121**	**$1,287**	**$1,784**
Adult Price:	$1,064	$1,147	$1,313	$1,811

- Tour Price includes all admissions as per the attached itinerary.
- All taxes and gratuities are included except where otherwise noted.
- All tours are subject to surcharges based on currency fluctuation, fuel adjustments, etc.

Group agrees that any changes to the Tour Cost will not affect any other clause in this Tour Agreement and any and all agreements contained in this Tour Agreement will remain in full force and effect.

Payments & Deadlines Schedule:

Due Date	Amount	Description
9/7/2026	$250.00 Per Person	Non-refundable Tour Planning Fee/Booking Deposit
9/7/2026	N/A	Registration Deadline
10/7/2026	*	Payment # 2
11/7/2026	*	Payment # 3
1/7/2027	*	Payment # 4
1/25/2027	N/A	Rooming List due date
2/7/2027	*	Final Payment

* Individual participant payment amounts will vary based on room type (quad, triple, etc.) and other items, if applicable, such as installment & late fees and any other add-on items.

Authorized Signature-Powell Middle School Band **Date**

Printed Name

Gerber Tours, Inc. **Date**

Jeanina Encalada
Travel Account Manager

GROUP TERMS AND CONDITIONS

Responsibility Clause:
Gerber Tours, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, Gerber), 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, motorcoach 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, Gerber is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, Gerber 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 resulting from, but not limited to, acts of government, acts of God or force majeure, war, civil unrest insurrection, strikes or other labor activities, criminal conduct, threatened or actual terrorist activities, financial or other defaults by or of suppliers, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, motorcoaches or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, vehicular incidents, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Gerber. Under no circumstances is Gerber obligated to refund the cost of any purchased travel insurance. Gerber is not require to cancel any trip for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind.

Changes in Hotels or Itinerary:
Changes in hotel or itinerary may be made at the discretion of Gerber or your local ground operator as it or they deem necessary or desirable.

Alcohol/Drug Policy:
Gerber has a zero tolerance rule for possession or drinking of alcohol for any participants under the age of 21 and/or possession or use of marijuana or any illegal drug or drug paraphernalia by any participant. Any participant violating this rule is subject to immediate expulsion from the tour. In any such case, the student or his or her parent or guardian is responsible for transporting the participant home, and waives any clair for any refund of any portion of the tour cost.

Cancellations due to Governmental Action or Impossibility of Performance: In the event a trip is cancelled or postponed due to the actions of any governmental or civil authority, school or school district, or a cancellation is caused for any other reason beyond the control of Gerber, tour participants will be entitled to a refund of monies paid less the non-refundable Tour Planning Fee/Booking Deposit and any non-recoverable expenses prepaid or incurred by Gerber.

Cancellations by Gerber:
Gerber reserves the right to cancel or postpone any tour, and except as further provided in and specifically limited by the Cancellations due to Governmental Action or Impossibility of Performance paragraph, its sole obligation is to refund all moneys received by it for any tour it cancels.

Miscellaneous:
Tour participants are solely responsible for securing their own passports, visas, medical inoculations, reviewing State Department, Centers for Disease Control and other advisories or warnings, etc. Gerber reserves the right to decline to accept or retain any person as a member of any tour. Participants are expected to exercise sound judgment, caution and consideration for people, places and things while on the tour and to be attentive and responsive to the guidelines set forth by the tour leader(s) and Gerber. Failure to do so or engaging in other such conduct may affect the welfare of the participant, the operation of the tour and/or the well-being of others and, in the sole judgment of Gerber or Sponsor, may result in the participant being removed from the tour at his or her own expense with no refund forthcoming. These terms and conditions can be changed only by a writing signed by an officer of Gerber and they are applicable to any postponed or transferred trip, except that the dates referenced in the Standard Cancellation Policy will relate to the originally scheduled departure date.

No Third Party Beneficiaries:
No third party beneficiaries are intended to be or are created by this Agreement.

Seller of Travel Registrations:
California: (CST #2021080-40) Registration as a seller of travel does not constitute approval by the state of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account.
Florida: Exemption as an ARC travel agency #33515285.
Iowa: Travel Agency #538.
Washington: Seller of Travel Reg. #602 052 263.
Hawaii: Travel Agency Registration TAR6263

NOTE: The Terms and Conditions in Exhibit "B" is not a binding agreement between the Group and Gerber Tours. Exhibit "B" is meant to inform the Group of what Gerber Tours requires participants or their parent/legal guardian to agree to as a condition for participating on the tour.

PARTICIPANT TERMS AND CONDITIONS

Responsibility clause:
Gerber Tours, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, Gerber), 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, motorcoach 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, Gerber is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, Gerber 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 resulting from, but not limited to, acts of government, acts of God or force majeure, war, civil unrest insurrection, strikes or other labor activities, criminal conduct, threatened or actual terrorist activities, financial or other defaults by or of suppliers, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, motorcoaches or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, vehicular incidents, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Gerber. Under no circumstances is Gerber obligated to refund the cost of any purchased travel insurance. Gerber is not require to cancel any trip for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind.

Changes in Hotels or Itinerary:
Changes in hotel or itinerary may be made at the discretion of Gerber or your local ground operator as it or they deem necessary or desirable.

Miscellaneous: Gerber reserves the right to decline to accept or retain any person as a member of any tour. Participants are expected to exercis sound judgment, caution and consideration for people, places and things while on the tour and to be attentive and responsive to the guidelines or instructions set forth by the tour leader(s) and Gerber. Failure to do so or engaging in other such conduct may affect the welfare of the participant, the operation of the tour and/or the well-being of others and, in the sole judgment of Gerber or Sponsor, may result in the participant being removed from the tour at his or her own expense with no refund forthcoming. These terms and conditions can be changed only by a writing signed by an officer of Gerber and they are applicable to any postponed or transferred trip, except that the dates referenced ir the Standard Cancellation Policy will relate to the originally scheduled departure date.

Tour participants are solely responsible for securing their own passports, visas, medical inoculations, reviewing State Department advisories at https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html, Centers for Disease Control warnings at https://wwwnc.cdc.gov/travel/destinations/list and other advisories or warnings, etc.

Privacy: Gerber retains the right, in its sole discretion, to contact participant's parents, guardian, and/or emergency contact with regard to health issues or any other matters whatsoever which relate to participant or participant's program. These rights transcend any and all privacy regulations that may apply.

Photo Release: Gerber reserves the right to take photographic, video, audio or film records on any tour. Gerber may use any photographs, videc audio or film records it takes or receives from participants (including, but not limited to, images it receives via email, Facebook, Twitter, Instagram, PhotoVision, etc.) or which are directed to it in any media, for its own promotional and/or commercial purposes as well as for approved use by third-parties with whom Gerber may engage in joint marketing, all without any remuneration to participant. Participant assign all right, title and interest in or to any and all media in which participant's name or likeness might be used.

Copyright Release: Participant warrants that for any photos and/or video submitted or directed to Gerber, through any media (including, but not limited to, email, Facebook, Twitter, Instagram, PhotoVision, etc.), participant is the creator and copyright holder of such photos and/or video. Participant gives permission to Gerber to publish such photos and/or video, in whole or in part, with or without participant's name or likeness, for its own promotional and/or commercial purposes as well as for Gerber-approved use by third-parties all without any remuneration to participant.

Health Proxy Forms and Medical Matters: Participant must submit to the Tour Organizer a complete and accurate Health History and Medical proxy. Any medical or physical conditions that chaperones should know or that may interfere with participant's participation on the tour or with others on the tour must be stated on the Form. Participant hereby authorizes the adults on the tour (chaperones, guides, lodging or other providers of services) to obtain emergency medical treatment for participant as they deem necessary. Participant is solely responsible for 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. Participant must consult a physician qualified in travel medicine, immunizations and infectious/tropica diseases prior to trip departure. Gerber may, but is not required to, attempt to bring a participant to a medical facility for emergency treatment but it is not responsible for any negligent or unsuccessful treatment thereat.

COVID and Other Infectious Diseases: From time to time, governments impose vaccination and/or testing requirements on travelers entering a country. These requirements can change on short notice, but all participants are required to comply with all such laws or regulations. Such requirements may prohibit entry into a country (including the US) if a person does not test negative.

Alcohol/Drug Policy: Gerber has a zero tolerance rule for possession or drinking of alcohol for any participants under the age of 21 and/or possession or use of marijuana, or any illegal drug or drug paraphernalia by any participant. Any participant violating this rule is subject to immediate expulsion from the trip. In any such case, the student or his or her parent or guardian is responsible for transporting the participant home, and waives any claim for any refund of any portion of the trip cost.

Cancellations due to Governmental Action or Impossibility of Performance: In the event a trip is cancelled or postponed due to the actions of any governmental or civil authority, school or school district, or a cancellation is caused for any other reason beyond the control of Gerber , tou participants will be entitled to a refund of monies paid less the non-refundable Tour Planning Fee/Booking Deposit and any non-recoverable expenses prepaid or incurred by Gerber .

Cancellations by Gerber: Gerber reserves the right to cancel or postpone any tour, and except as further provided in and specifically limited by the Cancellations due to Governmental Action or Impossibility of Performance paragraph, its sole obligation is to refund all moneys received by it for any tour it cancels.

Binding Arbitration: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concernin my tour, or the tour itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in Long Island, NY. 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. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury. Any arbitration commenced against Gerber must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a parent, spouse or child. Under no circumstances can participant be part of a class or other joint action.

Seller of Travel:
California: (CST #2021080-40) Registration as a seller of travel does not constitute approval by the state of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account.
Florida: Exemption as an ARC travel agency #33515285.
Iowa: Travel Agency #538.
Washington: Seller of Travel Reg. #602 052 263.
Hawaii: Travel Agency Registration TAR

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-591

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

Gerber Tours
The Student Travel Experts

Powell Middle School Band

Five Day New York City Tour - Bus/NJ Hotel

March 03-07, 2027

TENTATIVE ITINERARY

Tour ID:47805

First Day — Wednesday March 03, 2027

6:00 am	Departure from school.
	Time for lunch at your expense.
6:00 pm	Arrival in New York City. Join your Tour Guide at The Genesis House, 40A 10th Avenue.
6:30 pm	Dinner at the Hard Rock Café.
10:00 pm	Check into your hotel: Hyatt Place Secaucus Meadowlands *Security Included - 12:00 AM-06:00 AM*

Second Day — Thursday March 04, 2027

7:00 am	Breakfast at your hotel.
9:00 am	Boat ride to visit the Statue of Liberty & Ellis Island.
	Time for lunch ($20 will be provided).
2:30 pm	Visit the 9/11 Memorial with admission to the Memorial Museum.
	Tour of the Wall Street Area. Some of the sights you will see: Bowling Green, Trinity Church and Graveyard, Federal Hall National Monument, Federal Reserve Bank and the Old Custom's House.
5:30 pm	Dinner at Puglia's Restaurant.
	Shopping and browsing through Chinatown and Little Italy.

Third Day — Friday March 05, 2027

8:00 am	Breakfast at your hotel.
	Choral performance at St. John the Divine (pending approval).
	Visit Central Park.
	Time for lunch ($20 will be provided).
	Admission to the American Museum of Natural History.
	Visit and tour the Theatre District including Broadway.
5:30 pm	Dinner at The Playwright Tavern.
7:30 pm	Visit Madame Tussauds NY. Touch, chat and even sing with the amazingly life-like wax figures of the best-known personalities from New York and around the world.

1.800.645.9145 | Telephone: 516.826.5000 | Fax: 516.826.5044 | www.gerbertours.com

Gerber Tours
The Student Travel Experts

Powell Middle School Band

Five Day New York City Tour - Bus/NJ Hotel

March 03-07, 2027

TENTATIVE ITINERARY

Fourth Day — Saturday March 06, 2027

8:00 am	Breakfast at your hotel.
	Performance at the Intrepid (pending approval).
	Visit Rockefeller Center and St. Patrick's Cathedral.
	Time for lunch ($20 will be provided).
2:00 pm	Backstage tour of Radio City Music Hall. Step behind the curtain of one of the world's most iconic entertainment venues with the Radio City Music Hall Backstage Tour. Explore the theater's stunning Art Deco interiors, learn about its rich history, and get an exclusive look at areas usually reserved for performers and crew.
3:30 pm	Visit Top of the Rock, an experience in history and scenery that culminates with unparalleled views of New York City from the Observation Deck on the 70th floor.
5:30 pm	Enjoy dinner at John's Pizzeria in Times Square. Nearly 100 years before it was serving the best pizza in Times Square, this was home to the Gospel Tabernacle church. It houses a beautiful stained glass ceiling and many of the original chandeliers from the original building.
8:00 pm	Attend a performance of a Broadway Show (tickets are subject to availability).
	Bid farewell to your Tour Guide.

Fifth Day — Sunday March 07, 2027

8:00 am	Breakfast at your hotel and check out.
9:00 am	Departure for home.
	Time for lunch en route at your expense.
	Time for dinner en route at your expense.
9:00 pm	Approximate arrival back at school.

This itinerary is designed to remain flexible to compensate for traffic, crowds and weather conditions.

1.800.645.9145 | Telephone: 516.826.5000 | Fax: 516.826.5044 | www.gerbertours.com

HEALTH HISTORY MEDICAL RELEASE

PART 1: **TO BE COMPLETED BY PARENT/CUSTODIAL GUARDIAN**

PARTICIPANT'S LAST NAME _____ FIRST _____ MIDDLE _____ BIRTH DATE _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

FATHER'S NAME _____ ( ) BUSINESS PHONE _____ ( ) CELL PHONE _____ ( ) HOME PHONE _____

MOTHER'S NAME _____ ( ) BUSINESS PHONE _____ ( ) CELL PHONE _____ ( ) HOME PHONE _____

If not available in an emergency please notify:

RELATIONSHIP _____ ( ) BUSINESS PHONE _____ ( ) CELL PHONE _____ ( ) HOME PHONE _____

PART 2: **HEALTH HISTORY TO BE COMPLETED BY PARENTS**

NO YES

☐ ☐ **My child is currently taking medications:**

☐ ☐ Med # 1 _____ Dosage _____ Reason _____

☐ ☐ Med # 2 _____ Dosage _____ Reason _____

☐ ☐ **My child has Medication Allergies (please list):** _____

☐ ☐ **My child has Food Allergies:** _____

☐ ☐ **My child has other Allergies:** _____
(Include insect stings, hay fever, asthma, etc.)

☐ ☐ **My child is under the care of a physician for the following condition:** _____

_____

☐ ☐ **My child has medical conditions the school/chaperones should be aware of:** _____

_____

Date of last Tetanus Immunization: _____

PART 3: **FAMILY HEALTH INSURANCE INFORMATION**
(Please be aware that few doctors will directly bill out of state patients.)

Carrier _____ Group # _____ Policy # _____

Carrier Address _____ Insured _____

Relationship to Insured _____ I.D. # _____

PART 4: **TO BE SIGNED BY PARENT/GUARDIAN**
(Must be signed for your child to participate on the field trip)

I hereby give permission to my child's sponsoring organization (i.e. school)/chaperones to provide routine health care, administer prescribed medications, and seek emergency medical treatment including ordering x-rays and routine tests. I agree to the release of any records necessary for treatment, referral, billing, or insurance purposes. I give permission to my child's sponsoring organization/chaperones to arrange necessary related transportation for my child. In the event I can not be reached in an emergency, I hereby give permission to the physician selected by my child's sponsoring organization/chaperones to secure and administer treatment, including hospitalization, for the person named above. I understand that none of the tour company, the sponsoring organization or the chaperones are responsible for the quality of any such medical treatment.

_____
SIGNATURE OF PARENT/GUARDIAN

_____ _____
PRINTED NAME DATE

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Incentive Band Trip to NYC 3/3-3/7. Gerber will take care of everything except for bus, meals up and back and subs. All food, tickets, rooms, etc are included.
Total trip cost $1500.
Parents would pay Gerber $1038

Cost to Knox County Schools

0

Description and Type of Funding Source

Parents are responsible for all cost

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

Consent 6. D. 20.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Music Theatre International Production Contract for South-Doyle Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve Production Contract with Music Theatre International for South-Doyle Middle School's production of "Annie Jr." February 24-27, 2027 at no cost to Knox County Schools

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Fiscal Impact

Attachments

Contract

Fiscal Note

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0004048
Contract Number: 7157780

Licensee:

SOUTH DOYLE MIDDLE SCHOOL
ATTN.: KIRSTINE BUCHANAN
3900 DECATUR DR
KNOXVILLE, TN 37920-4466

TELE#: 352-362-6405 FAX:
E-MAIL: KIRSTINE.BUCHANAN@KNOXSCHOOLS.ORG

Contract Issue Date: 08/13/26
Contract Expiration Date: 10/08/26
Valid For Performances From: 08/13/26 - 08/13/27
Actual Performance Dates: 02/24/27 - 02/27/27
MTI Access Code: ANN4791813

PRODUCTION CONTRACT for ANNIE JR

CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN *ONE* YEAR AS RECORDED IN THE DATES ABOVE.

AMOUNT ENCLOSED

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty . . . . . $ 139.00

Non-Refundable Materials Fee . . . . . $ 556.00

SHOWKIT SHIPPING (Rush Delivery available for $90.00 in U.S.): . . . . . $ 45.00
Rush Delivery available in Canada for $115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable): . . . . . $ _____

ADDITIONAL MATERIALS TOTAL (from *Additional Materials Order Form* — please attach): . . . . . $ _____

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): . . . . . $ _____

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

☐ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: _____

(No P.O. Boxes) _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.
With this contract you are agreeing to produce ANNIE JR
By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (_____) _____

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

PCK9_RB_23_3

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0004048
Contract Number: 7157780

STANDARD MATERIALS

YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:

30 ACTOR'S BOOK
1 DIRECTOR'S GUIDE DIGITAL
1 BROADWAY JUNIOR DIRECTOR'S SCRIPT
1 PIANO VOCAL SCORE
1 CHOREOGRAPHY VIDEOS DIGITAL
1 DOWNLOADABLE RESOURCES AND MEDIA
1 GUIDE VOCAL AND PERF TRACKS DIGITAL

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0004048
Contract Number: 7157780

ADDITIONAL MATERIALS

ADDITIONAL 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 the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ACTOR'S BOOK	_____	x	$ 10.00	= $_____.____
BROADWAY JUNIOR DIRECTOR'S SCRIPT	_____	x	$ 10.00	= $_____.____
PIANO VOCAL SCORE	_____	x	$ 40.00	= $_____.____
THEATRICAL RESOURCES				
ACTOR'S BOOK TENPACK	_____	x	$ 75.00	= $_____.____
CHOREOGRAPHY VIDEO GUIDES	_____	x	$ 395.00	= $_____.____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	$ 175.00	= $_____.____
DIGITAL SCRIPT & PIANO/VOCAL SCORE	_____	x	$ 299.00	= $_____.____
HOW DOES THE SHOW GO ON?	_____	x	$ 21.00	= $_____.____
LOGO PACK DIGITAL	_____	x	$ 75.00	= $_____.____
PIT BAND JUNIOR	_____	x	$ 175.00	= $_____.____
SCENIC PROJECTIONS PRO(REH&PERF)	_____	x	$ 1,795.00	= $_____.____
SCENIC PROJECTIONS	_____	x	$ 495.00	= $_____.____
SOCIAL MEDIA MARKETING KIT	_____	x	$ 150.00	= $_____.____
STAGE WRITE APPLICATION	_____	x	$ 150.00	= $_____.____
STREAMING LICENSE	_____	x	$ 75.00	= $_____.____
VIDEO LICENSE	_____	x	$ 75.00	= $_____.____
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	= $_____.____

Add total for all items here.

ADDITIONAL MATERIALS TOTAL . . . . . $_____.____

ADDITIONAL MATERIALS SHIPPING . . . . . $_____.____

(do not apply shipping charge for digital items such as Logo Packs):

Add'l Materials Total	Standard	Rush
$1 – $100	$15.00	$44.00
$101 – $200	$19.00	$60.00
$201 – $300	$23.00	$80.00
$301 – $400	$27.00	$100.00

Add'l Materials Total	Standard	Rush
$401 – 500	$31.00	$120.00
$501 – 600	$35.00	$140.00
$601 – 700	$39.00	$160.00
$700 and up	go to mtishows.com/ship	

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.

SALES TAX (where applicable): $_____.____

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) **$_____.____**

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

**** 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. ****

AdM_JRK02

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

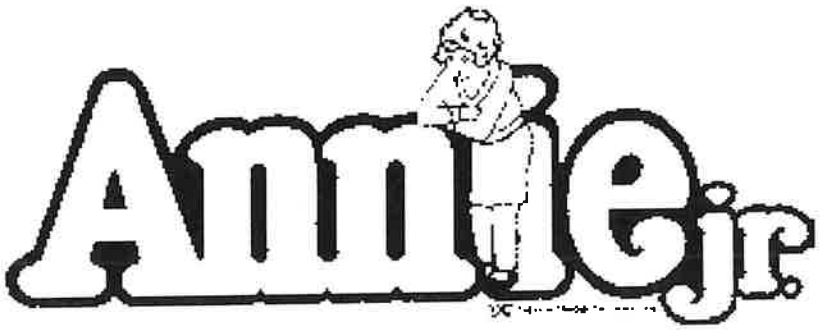
Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0004048
Contract Number: 7157780

AUTHOR BILLING - ANNIE JUNIOR

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit this logo in any way.

[name of school]
Production of



Book by
Thomas Meehan

Music by
Charles Strouse

Lyrics by
Martin Charnin

Presented on Broadway by
Mike Nichols

Originally Produced by
Stephen R. Friedman

Irwin Meyer

Lewis Allen

Alvin Nederlander Associates, Inc.

The John F. Kennedy Center for the Performing Arts

Icarus Productions

Based on "Little Orphan Annie"®
By Permission of The Tribune Content Agency, LLC

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0004048
Contract Number: 7157780

MTI Billing Credit

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) MUST include the following credit:

ANNIE JR

is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.MTIShows.com

Videotaping Warning

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 other digital sequencing. 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:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for $75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

a) *you have read and understood the terms, conditions and provisions set forth below;*
b) *you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and*
c) *you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.*

1. Your authorized materials will consist of the nonrefundable items, as listed on the Standard Materials page, for your cast to keep. Shipment of the ShowKit is conditioned on your production being Fully Licensed (i.e., you have received email confirmation from MTI after submitting the signed Production Contract and paying all applicable fees). Provided your production is Fully Licensed, the ShowKit will be shipped as soon as practicable. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

2. You agree that
   - Ticket prices for any performance of the show shall not exceed $20.00 per ticket and
   - No performance 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.

3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International 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 must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
   - You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
   - Recording: This license does not grant you the right to (i) record 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, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. 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 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.
   - Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. 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), or other intellectual

Dramatic Performing Rights License continued

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 ShowKit 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.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS ($75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN SOUTH DOYLE MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED ANNIE JR (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the $75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF $75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

LIMITED STREAMING LICENSE

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0004048
Contract #: 7157780 Printed on: 08/13/26

LIMITED STREAMING LICENSE

MTI Access Code: ANN4791813

Defined Terms Used in this License:

Licensee: SOUTH DOYLE MIDDLE SCHOOL **Streaming License Fee:** $ 75.00

Play: ANNIE JR

Minimum Per Performance Royalty of $ 0 **against** 0% **of gross receipts, whichever is greater**

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

Licensee has requested the right to record its AMATEUR production of the Play to make it **solely available for viewing remotely on the CUR8.com streaming platform ("MTI Authorized Streaming Platform")**, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the MTI Authorized Streaming Platform to remote audience members who have purchased tickets to view the stream through the MTI Authorized Streaming Platform ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the MTI Authorized Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).

2. **Streaming Options for the Play:** This Streaming License permits the Licensee to do the following using the MTI Authorized Streaming Platform:

   (a) **Livestream:** Licensee may livestream one or more performances of its live stage production solely to Stream Viewers broadcast live in real-time. Livestreams may be shown only live, although the MTI Authorized Streaming Platform will permit Stream Viewers a limited period of time to pause or restart from the beginning.

   (b) **Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.

3. **Streaming Platform:** As a condition of this Streaming License, all streams must take place on the MTI Authorized Streaming Platform and Licensee must make arrangements with the MTI Authorized Streaming Platform separately. Licensee acknowledges that the MTI Authorized Streaming Platform will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.

4. **Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by the MTI Authorized Streaming Platform. Additional per ticket charges may be imposed by the MTI Authorized Streaming Platform.

B. GENERAL TERMS AND CONDITIONS

5. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.

7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on the MTI Authorized Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).

8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.
All authorized performance materials are also supplied by MTI. mtishows.com

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.

10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.

11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.).

12. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the 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.

13. **Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.

14. **Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs,

LIMITED STREAMING LICENSE *continued*

expenses, or damages arising out of this Limited Streaming License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.

15. **Miscellaneous.** All other provisions, terms and conditions of the Production Contract and Riders shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A STREAMING LICENSE.

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

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

Your MTI Rep: ROSEANNE GEORGE
Your MTI Account Number: 0004048
Contract Number: 7157780

MTI CONTRACT CHECKLIST

Before sending anything back to MTI, make sure you have completed all of the following steps!

Be sure to fill out:

- The **Additional Materials Order Form**, if applicable
- Transfer the total from Additional Materials to the **Production Contract**
- The "Total Amount Enclosed" on the **Production Contract**
- The Payment information completely on the **Production Contract**

Return the following completed forms, where applicable:

- The **Additional Materials Order Form**
- The **Limited Home Use Video Recording Permission** form
- The **Limited Streaming License**
- A copy of your **Purchase Order** (schools and government agencies only)

Complete, sign, and return ALL of the following:

- The **Production Contract** including:
  - Completed "Total Amount Enclosed"
  - Completed Payment information
- **FULL Payment**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MTI ENTERPRISES INC

2 Business name/disregarded entity name, if different from above

dba MUSIC THEATRE INTERNATIONAL

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

423 W 55th STREET FLOOR 2

Requester's name and address (optional)

6 City, state, and ZIP code

NEW YORK, NY 10019

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	3	–	2	9	7	6	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Michael Marcone **Date** 01/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-593

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 9/1/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

SDMS Choral Program will be preparing Annie Jr. for performance on February 24-27, 2027. Attached is the contract from MTI, with more details about the licensing and production contract.

Cost to Knox County Schools

0

Description and Type of Funding Source

Fundraising, Ticket Sales

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

Consent 6. D. 21.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Matt Carlson Commission Agreement for South-Doyle Middle School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 3

Explanation

Approve Commission Agreement with Matt Carlson for composition of a 3 to 5 minute choral work for South-Doyle Middle School's Choir at no cost to Knox County Schools

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Fiscal Impact

Attachments

Agreement

Fiscal Note

MATT CARLSON

mattcarlson.co | carlma05@gmail.com

Commission Agreement

Commissioning Group ("CG"):
South Doyle Middle School, Knoxville, TN
Kirstine Buchanan, Director

Composer:
Matt Carlson

Composer and CG hereby agree as follows on July 27, 2026:

1. Commission and Scope of Agreement

a. The CG commissions the Composer to compose a 3 to 5 minute choral work with piano, for either SAB or two-part voices ("The Work"). The Work will be designed to be performed by all combined choirs in grades 6, 7, and 8.

2. Text

a. The text for The Work shall be created by the composer, inspired by the letters of support for the renaming of The Bethany Williams Memorial Auditorium.

3. Deadlines and Delivery

a. The Composer will deliver a completed PDF of The Work via email as early as Sunday, September 6th, 2026, with a final delivery date of no later than Sunday, September 20th, 2026.
b. The CG will be responsible for the printing and distribution of The Work. The CG may print an unlimited number of copies of The Work for their use in preparation for its premiere.
c. The CG agrees not to distribute the work to any other persons or organizations without permission of the Composer.

4. Premiere

a. The Composer grants the right for the CG to premiere The Work at the dedication ceremony of the South Doyle Middle School auditorium. The Composer grants the non-exclusive, royalty-free right of performance of The Work to the CG in perpetuity.

5. Commission Fee

a. The CG agrees to pay the composer a total commission fee of $750. This payment will be distributed when two requirements are satisfied:
   I. The completed work has been delivered by the Composer
   II. This agreement has been approved and signed by all required parties of the CG

6. Distribution of Payment

a. The CG will send the Composer a personal check made payable to "Matt Carlson" to the Composer's address:
   1101 Avenue C Apt 256
   Denton, TX 76201
b. The Composer will also accept digital payments through Zelle.

7. Copyright

a. The Composer will retain ownership of the composition copyright, including the distribution of The Work through a publisher.

8. Written Credits

a. If the Composer licenses or authorizes the use, reproduction, or performance of The Work to any other performer, venue, or publisher, the CG shall be credited as follows in the printed score of The Work:

Commissioned by South Doyle Middle School, Knoxville, TN
Kirstine Buchanan, director
For the dedication of The Bethany Williams Memorial Auditorium
And to all teachers whose passion inspires lifelong musicianship

9. Recording and Program

a. The Composer grants the CG perpetual and irrevocable permission to make audio and/or video recordings of any and all performances of the commissioned work, including rights to digital streaming. The CG shall be the sole owner of all rights in and to any such recordings. The Composer agrees that such recordings may be used for the CG's internal or archival purposes, without any royalties or other compensation to the Composer. The CG may use concert recordings for any purpose whatsoever, including the commercial reproduction and sale of such recordings. If a concert recording is commercially released, the Composer and/or a future publisher will be paid standard mechanical rights fees for such recordings.

b. The CG will provide the Composer with an audio recording, video (if available), and digital or print copy of the program from the premiere performance of The Work. The CG will be responsible for media clearances for involved performers.

10. Contingencies

a. If the Composer fails to fulfill the terms of this commission for any cause (including, but not limited to, illness or accident), the sole recourse for the CG shall be the total refund of any and all sums of money already paid for this commission.
b. The Composer and CG agree to electronically sign this contract via email. The contract will be considered in effect when the signed contract is completed.
c. The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented, or changed only by an agreement in writing signed by both of the parties.

The parties have executed and entered into this Agreement on the date set forth above.

Kirstine Buchanan, South Doyle Middle School	*Matt Carlson, composer*
Date	*Date*

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-594

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 9/1/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

I am in the process of commissioning a new composition in honor of my predecessor at SDMS, Bethany Williams. The composer, Matt Carlson, has provided a contract outlining our commission agreement. I am planning to have my SDMS students (along with some SDMS alumni) perform this piece at our fall concert at the end of October.

Cost to Knox County Schools

0

Description and Type of Funding Source

KCS Performing Arts- Angie Messer

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

Consent 6. D. 22.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Turnitin Master Registration Agreement for West High School

Submitted By: Terri Coatney

Department: Academics **Division:** Region 1

Explanation

Approve Master Registration Agreement with Turnitin for West High School's license to a suite of proprietary solutions to run plagiarism checks for the term of August 10, 2026 through August 9, 2029 at a cost of $21,474.00 using Internal School Funds

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Fiscal Impact

Attachments

Agreement

Fiscal Note

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Order Form

This Order Form is between the two parties listed in the table below: Turnitin ("we" or "us") and West High School ("Customer" or "you" or "your"). It forms part of the Master Registration Agreement (MRA), or other applicable agreement identified herein and covers the services being provided ("Agreement").
This Order Form becomes effective on the date it's signed by both parties. Any terms used here that aren't defined will follow the meanings in the Agreement. If anything in this Order Form conflicts with the Agreement, the terms in this Order Form will take priority.

Turnitin, LLC

2101 Webster Street
Suite 1900
Oakland CA 94612
United States

Order Form No: Q-930283-2
Date: 16-Apr-2026
Expires On: 9-Aug-2026

Order form for **West High School**
Proposed by Ronaldo Sagana Jr.
Email: rsagana@turnitin.com
Phone:

Customer Information	
Billing Account: West High School	
Billing Street: 3300 Sutherland Ave.	Primary Contact: Shannon Suddath
Billing City: Knoxville	Primary Contact Email: shannon.suddath@knoxschools.org
Billing State/Province: TN	
Billing Zip/Postal Code: 37919	Billing Contact: Daisy Hogin
Billing Country: United States	Email: daisy.hogin@knoxschools.org
Tax ID: Validcert	

Products and Services

By using Turnitin products and services, you agree that your use is governed by the terms of the Master Registration Agreement: turnitin.com/mra

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Term and Termination

Term. The term of each Product or Service provided hereunder is specified in the Services and Fees table below.

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Similarity	Enterprise	10-Aug-2026	9-Aug-2027	1	USD 5,636.00
Turnitin Similarity	Enterprise	10-Aug-2027	9-Aug-2028	1	USD 5,918.00
Turnitin Similarity	Enterprise	10-Aug-2028	9-Aug-2029	1	USD 6,150.00
Turnitin Originality	Enterprise	10-Aug-2026	9-Aug-2027	1	USD 1,200.00
Turnitin Originality	Enterprise	10-Aug-2027	9-Aug-2028	1	USD 1,260.00
Turnitin Originality	Enterprise	10-Aug-2028	9-Aug-2029	1	USD 1,310.00
				Net Total:	USD 21,474.00
				Gross Total:	USD 21,474.00

Product Descriptions

Turnitin Similarity	Protect against copy/paste plagiarism, student collusion, and research misconduct.
Turnitin Originality	Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

Invoices and Payment Terms

1. Invoices. You agree to pay the full amount shown on each invoice within Net 30 days of receiving it. If payment isn't received by then, we may charge a monthly late fee of 2% of the invoice total. Late fees will not exceed either 10% of the total due or the maximum amount allowed by law—whichever is lower.
Your selected billing method is Billing Schedule: each term/period will be billed 30 days before that terms service starts.
2. Taxes. Prices do not include any indirect taxes (like VAT or sales tax), unless legally required to do so. If we are required to collect such taxes, we will add them to your invoice. If you are exempt from these taxes, a valid exemption certificate or direct payment permit can be submitted to **ar@turnitin.com** to avoid being charged, unless you have already done so.
3. Purchase Order Instructions. If a purchase Order (PO) is required for payment, please ensure:
    1. It is made out to Turnitin, LLC
    2. It includes your customer name and address
    3. The amount matches the amount due in the order form
    4. A signed Order Form is submitted along with the PO. We are unable to process the PO alone

Send both the PO and signed Order Form to your Turnitin representative.

Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.	
Billing Address	3300 Sutherland Ave., Knoxville, TN 37919
Billing Contact	Daisy Hogin
Billing Email (General billing email preferred)	daisy.hogin@knoxschools.org
Tax ID Number	62-1514781

Signature Section

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

Customer	
West High School	
Signature	
Printed Name	Spencer Long
Printed Title	Executive Principal
Date	07/29/2026

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MASTER REGISTRATION AGREEMENT

This **MASTER REGISTRATION AGREEMENT** (this "**Master Registration Agreement**", together with the Service Terms, and Order Form(s), the "**Agreement**"), is between the applicable Turnitin Contracting Party specified in Section 27 below ("**Turnitin**", "**we**", "**us**" or "**our**"), and the individual or legal entity licensing the Services under the Agreement and/or an applicable Order Form ("**Customer**", "**you**", or "**your**") and governs your access to and use of the Services. Turnitin and Customer are each, individually, a "**Party**", and collectively, the "**Parties**" to the Agreement. Capitalized terms used but not defined in this Master Registration Agreement have the meanings set forth in Section 28 (Definitions).

Background. Turnitin has developed a suite of proprietary solutions designed for educational institutions to promote academic integrity, streamline exam assessment processes, and promote originality in academic work. These solutions include advanced technology for test assessments, proctoring, scoring, and recording, as well as tools for detecting potential unoriginal content by comparing texts against resources which may include but are not limited to: (1) internet resources; (2) Turnitin's proprietary database of texts; and (3) our proprietary Artificial Intelligence ("AI") detector. Customer is likewise committed to upholding academic integrity and promoting original work and seeks to subscribe to select Services offered by Turnitin, subject to the terms of the Agreement.

TERMS AND CONDITIONS

1. **Order Forms; Payment; Taxes.**

1.1 **Order Forms.** You will subscribe to the applicable Service by executing an Order Form which will define: (i) the Term; and (ii) the applicable Services you have licensed from us. Each Order Form is governed by the Agreement. You are responsible for providing complete and accurate billing, tax, and contact information to Turnitin.

1.2 **Fees/Payment.** You will pay the total amount due within thirty (30) days of receipt of an invoice, unless otherwise specified on an applicable Order Form. In addition to the total amount due under the invoice, payments not received within thirty (30) days may accrue a late fee ("**Late Fee**") **if specified on an applicable Order Form**. Turnitin reserves the right to suspend access to the applicable Service in the event of untimely payment as outlined in section 13. We also reserve the right to pursue legal action for non-payment.

1.3 **Taxes.** Each Party will be responsible, as required under Applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under the Agreement. All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com. All payments made by you to us under the Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under the Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

2. License Grant and Right to Use Services

During the Term of the Agreement and subject to the Customer's compliance with the terms and conditions of the Agreement, Turnitin hereby grants to the Customer a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, non-commercial, royalty-free license. This license permits the Customer's Authorized Users to access and use the Services purchased pursuant to the Order Form(s) solely for the Customer's own internal purposes. This license grant is subject to the additional license terms applicable to each Service (a) in the Service Terms available at www.turnitin.com/service-terms; and (b) as shown below:

Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, OC, OC+, Clarity, and SimCheck - The license granted for Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, Originality Check, Originality Check +, Clarity, and SimCheck and any of their add-on features shall extend to Customer's Authorized Users, but only for their use in classes offered through Institution, and does not cover partner institutions unless otherwise agreed.

iThenticate Service - The license granted for the iThenticate Service extends to Authorized Users, but only for faculty research (i.e., grant proposals, general research, and supplemental course materials) produced in connection with Customer. Customer is responsible for ensuring that its Authorized Users comply with the terms of the Agreement.

Gradescope Service - The license granted for the Gradescope Service includes the right to access, use, reproduce, distribute, publicly perform, and display the Gradescope Service as set forth in the Agreement and the Order Form. This license extends to Authorized Users.

ExamSoft Service - Turnitin grants to Customer during the Term a non-exclusive, non-transferable, limited right, without right of sublicense, for all Authorized Users to: (a) access, use and display the ExamSoft Services from the Site; (b) access and use the Assessment Administration Services; (c) display, manipulate, and print, where enabled, the Authorized User Data, and if applicable, the Proctoring Reports in the course of using the Services; (d) access, use, display and print the applicable User Documentation solely in connection with the Portal Access Services; and (e) if applicable, permit Authorized Users to download and/or use the examinee testing software only for the purpose of taking assessments.

3. Enforcement for Authorized Users.

You shall ensure that all your Authorized Users comply with the terms and conditions of the Agreement, including, without limitation, with your obligations set forth in Sections 4 (Acceptable Use Policy; EULA) and 9 (Restrictions; Other Obligations). You shall promptly notify Turnitin of any suspected or alleged violation of the terms and conditions of the Agreement and shall cooperate with Turnitin with respect to: (a) investigation by Turnitin of any suspected or alleged violation of the Agreement; and (b) any action by Turnitin to enforce the terms and conditions of the Agreement.

4. Acceptable Use Policy; EULA.

4.1 **AUP.** You agree to comply with Turnitin's Acceptable Use Policy ("**AUP**"), which is incorporated into this Agreement by reference and sets forth the acceptable and prohibited uses of the Services. The AUP can be found at www.turnitin.com/acceptable-use-policy. Turnitin reserves the right to update the AUP from time to time at its discretion. You shall ensure that your Authorized Users are aware of and comply with the AUP. In the event of any violation of the AUP by you or your Authorized Users, Turnitin may, at its sole discretion, suspend or terminate access to the Services, in addition to any other remedies available under the Agreement or at law.

You shall be liable for violation of the terms and conditions of this Agreement by any of your Authorized Users.

4.2 **EULA.** Authorized Users will be required to accept our EULA prior to being granted access to any Services as set forth in the Service Terms.

5. Turnitin Data Usage Rights.

5.1 **Customer License for Provisions of Services.** Customer grants Turnitin, its Affiliates, and its third-party vendors (a) the ability to provide the Services in accordance with the Agreement and any applicable Order Form; (b) a non-exclusive, royalty-free, transferable, and sublicensable license to access, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display Customer Content and Authorized User Data as necessary for Turnitin (c) the ability to create benchmarks assessing Customer and Customer-based performance and Service utilization; (d) the ability to offer the Customer suggestions; (e) the ability to engage in uses otherwise required by Applicable Law, such as making disclosures to law enforcement pursuant to investigations; and (f) the ability to create Anonymized, Aggregated, and/or De-Identified Data from Customer Content. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Authorized User Data and any information Customer provides relating to any Authorized Users and for obtaining and maintaining requisite copyright or other intellectual property rights relating to any such data such that Customer can grant the rights provided in this Agreement to Turnitin.

5.2 **Customer License for Product Development.** Provided that any usage by Turnitin and its Affiliates is in an Aggregated, Anonymized, and/or De-Identified manner that does not identify Customer or any of its Authorized Users, Customer grants Turnitin and its Affiliates a perpetual, irrevocable, non-exclusive, royaltyfree, transferable, and sublicensable license to use Customer Content, Authorized User Data, and Submissions (in whole or in part) for the purposes of developing, enhancing, or further refining Turnitin's existing products and services and developing new products and services, including those that leverage artificial intelligence. This license is subject to Turnitin's compliance with its confidentiality obligations under the Agreement and all Applicable Laws, including privacy laws.

5.3 **Aggregated, Anonymized, and/or De-Identified Data.** Upon creation, Turnitin shall own all right, title, and interest to any Aggregated, Anonymized, and/or De-Identified Data, and Turnitin may use, disclose, reproduce, distribute, display, perform, create derivative works from, and otherwise exploit Aggregated, Anonymized, and/or De-Identified Data for any lawful purposes, including, but not limited to, improving its existing products and services, developing new products and services, and for research, marketing, and promotional purposes, provided that such use does not directly or indirectly identify Customer or any Authorized User and is not prohibited by Applicable Data Protection Laws.

5.4 **Required Consents.** Customer represents and warrants that it will comply with and has provided all required notices and obtained all necessary consents and authorizations from its Authorized Users, as required by Applicable Law, to grant Turnitin the licenses set forth in this Section 5.

5.5 For the avoidance of doubt, as set forth below in Section 15.2 (b), Students own the Submissions, andTurnitin does not obtain the right to use concepts or ideas set forth in the Submissions through the license granted in this Section 5.

6. Service Terms.

The Service Terms apply to specific Services and provide additional terms and conditions governing your use of those Services. These Service Terms are available at www.turnitin.com/service-terms and are incorporated herein by reference. Your access to and use of the applicable Services are subject to the relevant Service Terms, in addition to the terms and conditions of the Agreement.

7. Reports and Source Database.

With respect to any Services that include reports evaluating textual sources, AI writing content and the database of source documents ("**Source Database**"), you agree (a) to maintain any Turnitin notices (including legal notices relating to Turnitin's proprietary rights such as copyright and trademark notices) and disclaimers on the reports; (b) to exercise independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in submitted papers, acknowledging and understanding that the reports are only tools for detecting textual similarities between compared works and/or writing likely generated by AI and do not determine conclusively the existence of plagiarism; (c) that any disclosure of a report to any third party is at your own risk; and (d) that for papers stored in the Source Database, you authorize and instruct Turnitin to retain such papers for the purpose of using them as source material to detect unoriginal text in other papers in the future, including after the Term of the Agreement, unless your Turnitin administrator makes a written request to us to delete such papers.

8. Turnitin Obligations.

Turnitin agrees to: (a) use industry standards to protect the security of accounts, passwords, and the Source Database; (b) comply with the then-current Turnitin Policies, which are incorporated herein by reference; and (c) use reasonable efforts to make reports available online for a period of one hundred and eighty (180) days after the set end date for each class, with subsequent access, as available, to be provided via request to your account representative.

9. Restrictions; Other Obligations.

9.1 **Restrictions.** You and your Authorized Users may use the Services solely for the purposes expressly permitted by the Agreement. Neither you nor any Authorized User shall (or shall attempt to): (a) use the Services for purposes other than your internal use; (b) reverse engineer, decompile, disassemble, modify or create works derivative of the Services; (c) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services; (d) use the Services for purposes of (i) benchmarking or competitive analysis of the Services, (ii) developing, using or providing a competing software product or service, or (iii) any other purpose that is to our detriment or commercial disadvantage; (e) probe, scan, penetrate or test the vulnerability of the Services or breach the Services' security or authentication measures, whether actively or passively; (f) impersonate or misrepresent us, any of our employees, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing); or (g) introduce any programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Services. You shall maintain the confidentiality of any passwords associated with the use of the Services in strict confidence and shall not share such passwords with any third party. For clarity, you may not share user credentials with any third-party without Turnitin's prior written consent.

9.2 **Other Obligations.** You shall be solely responsible for all use of the Services made with your passwords. Additionally, you: (a) must use the Services in accordance with Turnitin's then-current Documentation;

(b) shall not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services, Documentation, content, or reports provided by Turnitin; (c) shall ensure your use of the Services complies with all Applicable Laws; (d) abide by all Turnitin Policies provided on the Turnitin Site (https://www.turnitin.com/); and (e) shall not (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the Services or thirdparty data contained therein, or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

10. Professional Services.

If an Order Form includes the provision of certain professional services (which typically include implementation, training with respect of the use of the Services, or assistance in creating Outputs (as defined below)) ("**Professional Services**"), then such services shall be provided in accordance with the Statement of Work to be attached to the Order Form ("**SOW**"). The Professional Services shall be provided remotely (and not at Customer's site), unless otherwise agreed in writing between the Parties in the SOW. The Professional Services may be performed by a third party if mutually agreed in the SOW.

11. Telecommunications and Internet Services.

You acknowledge and agree that your and your Authorized Users' use of the Services is dependent upon access to telecommunications and Internet services. You are solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Turnitin is not responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

12. Privacy and Data Protection; Security.

12.1 **Collection/Processing of Personal Data.** Solely to the extent necessary for Turnitin's provision of the Services to Customer, Customer (in its capacity as Data Controller) may from time to time provide or make available access to Personal Data contained in Customer Content to Turnitin (in its capacity as a Data Processor). Turnitin's collection, use, processing, and disclosure of Personal Data in connection with the Services will be subject to and in compliance with the Data Processing Agreement available at www.turnitin.com/dpa("**DPA**") and as described in its Privacy Policies available at https://help.turnitin.com/Privacy_and_Security/Privacy_and_Security.htm or https://examsoft.com/privacypolicy (as may be amended and/or updated from time to time by Turnitin in its sole discretion).

12.2 **Customer's Undertakings.** Customer acknowledges and agrees that Personal Data and information may be transferred outside of the United States or any other jurisdiction where Customer, its third-party vendors, and users are located. Customer shall be solely responsible for providing all required notices, obtaining all consents, opt-ins, and authorizations, and providing and managing all opt-outs as may be required by all Applicable Data Protection Laws, for the collection, disclosure, transfer, storage and processing of Personal Data and/or Sensitive Personal Data by Turnitin according to Customer's instructions under this Agreement. When information or data is provided by Customer, Customer shall also have the sole responsibility for accuracy, quality, integrity, reliability, appropriateness, and copyright permission.

12.3 **Security.** Turnitin shall have in place—and shall comply with—documented written information security policies and procedures, periodically reviewed, covering the administrative, physical, and technical safeguards in place to protect against unauthorized access to or acquisition of Personal Data. Such policies and procedures will include encryption of data, where practicable, virus detection, and firewall utilization.

13. Suspension of Access.

In addition to any Service specific suspension rights set forth in the Service Terms, we may, in our sole discretion, also suspend your or any Authorized User's access to the Services (i) in order to prevent damage to, or degradation of, the Services; (ii) to comply with Applicable Laws, court order, or other governmental requests; (iii) to otherwise protect us from potential legal liability; (iv) if we believe that your or any Authorized User's use of the Services is causing immediate and ongoing financial, physical, or reputational harm to us or others (including our customers); or (v) to address a breach of any Turnitin Policy or the Agreement, including, but not limited to, failure to timely pay amounts due and payable for use of the Services. Subject to the foregoing, we shall use reasonable efforts to provide you with notice prior to or promptly following any suspension of the Services. We shall use commercially reasonable efforts to restore access to the Services as soon as it has determined that the event giving rise to suspension has been resolved unless we have elected to terminate the Agreement for breach. You agree that Turnitin will not be liable to you or to any third party for any suspension of any Service under such circumstances as described in this Section 13.

14. Return of ExamSoft Data.

Upon request by Customer within ninety (90) days of the termination of an Order Form for ExamSoft Services, Turnitin shall provide access to ExamSoft Services for the sole purpose of permitting Customer to download Authorized User Data, Test Data, and Proctoring Reports using ExamSoft's standard features and processes. After such 90-day period, Turnitin will have no obligation to maintain or provide Customer access to Authorized User Data or any other relevant data or reports and may thereafter, unless legally prohibited, delete all such data and reports in Turnitin's Systems or otherwise in Turnitin's possession or under its control. In the event of expiration or termination of an Order Form for ExamSoft Services, Turnitin shall not use Personal Data, Test Data, or Proctoring Reports related to those Services that have not been deleted, except as otherwise permitted by the Agreement.

15. Proprietary Rights; Ownership.

15.1 **Turnitin Ownership.** Subject to 15.2 (Customer/Student Ownership), Turnitin or its Affiliates, as the case may be owns (a) all rights in and to the Services, including the underlying software and technology (including all Intellectual Property Rights therein or thereto), all as may be updated, improved, modified or enhanced from time to time; (b) all trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services; and (c) with the exception of Output (which is owned by Customer), all other reports and all materials created by the Services (including the format of any such reports but excluding the Personal Data of Customer or any Authorized User). With the exception of the limited license granted to Customer in Section 2 (Right to Use Services; License Grant), nothing contained in the Agreement shall be construed as granting Customer, any Authorized Users, or any other third party any right, title, or interest in or to Turnitin's or its Affiliates', as the case may be, Intellectual Property Rights whether expressly, by implication, estoppel, or otherwise. All rights in such items are expressly reserved to Turnitin or its Affiliates, as the case may be.

15.2 **Customer/Student Ownership.** As between the Parties and subject to Sections 5.2 (Customer License for Product Development); 5.3 (Aggregated, Anonymized, and/or De-Identified Data); and 15.3 (Feedback), (a) Customer owns the Authorized User Data, Test Data, and Proctoring Data and acts as the Controller for any Personal Data contained therein; and (b) students own the Submissions, and Turnitin does not obtain the right to use concepts or ideas set forth in the Submissions.

15.3 **Feedback.** All right, title and interest in the Services and any other Turnitin materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding Turnitin, LLC, its Affiliates, or the Services, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Turnitin, LLC, or its Affiliates, as the case may be. Customer hereby does and will irrevocably assign to Turnitin all evaluations, ideas, feedback and suggestions made by Customer to Turnitin regarding the Services (collectively, "**Feedback**") and all Intellectual Property Rights in the Feedback.

16. FERPA.

To the extent Customer or Customer Content is subject to the Family Educational Rights and Privacy Act ("**FERPA**"), Customer designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of Customer with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined in FERPA 34 CFR Section 99.3, and Turnitin may use personally identifiable information and education records only as set forth under the Agreement and in compliance with Applicable Law.

17. Insurance.

Turnitin will maintain the current applicable commercial general liability and cyber liability insurance limits as presented in any certificates of insurance (evidence of coverage only) ("**Turnitin COIs**") provided to you, and will ensure that such coverage extends to Turnitin, with the limits therein not materially decreasing during the Term. Upon your written request during the Term, we will provide you with the then-current Turnitin COIs. Upon your written request, Turnitin will cause you to be added as an additional insured under our commercial general liability policy with respect to liability arising out of Turnitin's acts or omissions in connection with this Agreement. Turnitin will provide you with a revised certificate of insurance reflecting such additional insured status within thirty (30) days of such request.

18. Support.

We will provide reasonable email and phone support to you via your sole appointed primary account administrator during our normal support hours.

19. Term and Termination

19.1 Term.

19.1.1. **Term for Non-Governmental Customers.** With the exception of any customers who are governmental entities (which are governed by Section 19.1.2), the initial term of the Agreement ("**Initial Term**") commences on the start date specified in the Order Form and continues until terminated in accordance with this Section 19.1.1 or as otherwise set forth in the Agreement. If the Initial Term is not perpetual, the Agreement remains in effect for the duration set forth in the Order Form. Following the Initial Term, the Agreement automatically renews for successive

one (1) year periods (each, a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless either Party provides the other Party with written notice of termination at least ninety (90) days prior to the end of the then-current Term. Each Renewal Term shall incorporate and is subject to our thencurrent pricing. Your administrator will receive reminders regarding renewal requirements when logging into the Services before the Term expires.

19.1.2. **Term for Governmental Customers.** This section applies only to customers who are governmental customers or state institutions. For any governmental customers or state institutions, the Initial Term will be as specified in the Order Form; however, the automatic renewal of the Agreement for each Renewal Term is contingent upon the continued need and the availability of adequate appropriations from the relevant government authority. If any of these conditions are not met, the governmental customer or state institution may terminate the Agreement without penalty by providing written notice to us at least ninety (90) days prior to the end of the then-current Term. For clarity, termination is strictly tied to the appropriations from the state and not any budgetary changes made by the governmental customer or state institution. Each Renewal Term shall incorporate and is subject to our then-current pricing.

19.2 Termination.

19.2.1. **Turnitin Immediate Right of Termination.** Turnitin shall have the right to immediately terminate the Agreement or any Order Form(s) by giving written notice to Customer if Customer or any of its Authorized Users does or attempts to do any of the following: (a) decodes, decompiles, reverse engineers, merges, modifies, translates, attempts to defeat or disable the Services, or otherwise alters the Services in any form; (b) reproduces, duplicates or copies Services or creates derivative works based on Services, transfers, resells or grants any other rights of any kind for any copy of Services; (c) uses the Services for purposes of: (i) benchmarking or competitive analysis of the Services; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Turnitin's detriment or commercial disadvantage; (iv) probes, scans, penetrates or tests the vulnerability of the Services or breaches the Services' security or authentication measures, whether actively or passively; (v) impersonates or misrepresents Turnitin, any Turnitin personnel, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing); (vi) introduces any Malicious Code or other programs designed to interrupt, destroy, or limit the functionality of the Services; (vii) fails, within thirty (30) days, after receipt of written notice from Turnitin, to immediately discontinue the distribution or use of software or Services that infringe any copyright of Turnitin; or (viii) Uses the Services in any manner that breaches the terms of the Agreement or fails to follow the operating instructions provided by Turnitin; or (ix) fails, within thirty (30) days, after receipt of written notice from Turnitin, to pay any fees due and payable pursuant to the Agreement; or (x) if Customer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, or makes an assignment for the benefit of any creditors.

19.2.2. **Mutual Termination for Material Breaches.** If either Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after written notice thereof, the non-breaching Party may terminate the Agreement by subsequent written notice to the

breaching Party. Notwithstanding the foregoing, if Turnitin is terminating the Agreement due to Customer's failure to pay any amounts due, Turnitin may terminate the Agreement if Customer has not cured the breach within (5) business days after receipt of notice of the breach from Turnitin.

19.2.3. **Termination Due to Third Party Service Providers.** In the event our ability to provide the Services is dependent upon a third-party provider of services, either used by you or us (in each case, "**Third-Party Services**"), and that third-party is unwilling or unable to provide the Third Party Services, we reserve the right to terminate that particular Service by written notification to you (which notification, notwithstanding 26.8 (Notice) may be delivered by telephone or electronic communication), or suspend the affected Service until such time as the third-party service provider becomes capable or willing to provide the Third-Party Services.

19.2.4. **Rights and Obligations Upon Termination.** Upon expiration or termination of the Agreement, subject to Section 19.2.6 (Use of ExamSoft Beyond Expiration) and Section 19.2.7 (Survival), Customer's and its Authorized Users' right to access and use the Services shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Services, and each Party shall return or destroy and make no further use of the other Party's Confidential Information, materials, or other items (and all copies thereof).

19.2.5. **No Refunds.** Except as provided in Section 1.10 of the Service Terms, and Sections 12 (Privacy and Data Protection; Security), 24 (Accessibility), and 26.12 (Modifications to Turnitin Policies) herein, no Order Form from Customer may be canceled or terminated by Customer, and in no other termination event shall Customer be owed a refund of prepaid fees. For clarity, Customer may not cancel or terminate any fees owed under the Agreement or any Order Form for its convenience, whether payment terms require Customer to make a single payment in full or multiple payments during the Term.

19.2.6. **Use of ExamSoft Beyond Expiration Date.** In the event the Parties have not renewed the ExamSoft Services beyond the then-current Term, but Customer desires to continue to use the ExamSoft Services, Turnitin reserves the right to permit Customer to continue to access and use the ExamSoft services pursuant to Section 14; provided however, the fees applicable to Customer's usage for the ExamSoft Services shall automatically increase by 20% during any such post-expiration usage period.

19.2.7. **Survival.** Sections 5 (Turnitin Data Usage Rights); 7 (Reports and Source Database); 15 (Proprietary Rights; Ownership); 19.2.4 (Rights and Obligations upon Termination) through 19.2.7 (Survival); and 20 (Confidentiality) shall survive any expiration or termination of the Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

20. Confidentiality.

20.1 **Customer's Use of Turnitin's Confidential Information.** Customer may (a) use Turnitin's Confidential Information only in connection with Customer's use of the Services as expressly permitted by the Agreement; and (b) use the Turnitin Content solely as expressly permitted under the Agreement.

20.2 **Turnitin's Use of Customer's Confidential Information.** To the extent Customer submits Confidential Information to the Service(s), Turnitin may use Customer's Confidential Information only as necessary

to perform the Services in accordance with the Agreement and as otherwise expressly permitted by the Agreement.

20.3 **Mutual Confidentiality Obligations.** Each Party will take all reasonable measures to prevent the disclosure, dissemination, or unauthorized use of the other Party's Confidential Information, including, at a minimum, those measures they take to protect their own confidential information of a similar nature. The receiving Party's obligations under this Section shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement and reasonably cooperates with the disclosing Party's efforts to contest or limit the scope of the required disclosure. Each Party's obligations related to the other Party's Confidential Information (except for trade secrets) shall survive for five (5) years following the expiration or termination of the Agreement. For any Confidential Information that constitutes a trade secret under Applicable Law, the receiving Party's confidentiality obligations shall survive for as long as such information remains a trade secret under Applicable Law.

21. Warranty and Disclaimer.

21.1 **Warranty.** Service Specific warranties (when and if applicable) are set forth in the Service Terms. In addition, during the Term, Turnitin warrants that (a) to the best of its knowledge, the Services (excluding any Customer Content and Third-Party Content) do not infringe the Intellectual Property Rights of any third party; and (b) it shall use reasonable efforts to provide the Services and support as set forth herein and as described on the Site and published Documentation. If the Services are found to be defective or not in compliance with the warranties set forth in this Section 21, Turnitin's sole obligation, and Customer's exclusive remedy, shall be for Turnitin to use commercially reasonable efforts to repair or replace (at Turnitin's option) the defective Services at no additional cost to Customer unless exclusive remedy is specified in Service Terms. Customer acknowledges that the Services are limited in scope by a finite database of material for comparison, a search process that might not have indexed the material used to create the submitted work, and non-access to certain proprietary databases of written work. Customer also acknowledges that reports indicate the possibility of textual matches only, and the actual determination of plagiarism is subject to Customer's professional judgment.

21.2 **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 21.1 ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICES WILL BE TIMELY, SECURE OR ERROR FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

21.3 **Risks Associated with Internet Use.** THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT VARIOUS RISKS ARE ASSOCIATED WITH ITS USE, INCLUDING BUT NOT LIMITED TO:

(I) THE POTENTIAL FOR MALICIOUS CODE AND OTHER VIRUSES, WORMS, OR OTHER UNDESIRABLE DATA OR SOFTWARE; AND (II) THE POSSIBILITY OF UNAUTHORIZED USERS (E.G., HACKERS) ATTEMPTING TO OBTAIN ACCESS TO OR CAUSE DAMAGE TO CUSTOMER'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR ANY SUCH ACTIVITIES OR CONSEQUENCES RESULTING FROM THE USE OF THE INTERNET IN CONNECTION WITH THE SERVICES.

22. Limitation of Liability.

22.1 **WAIVER OF DAMAGES.** EXCEPT FOR CLAIMS RELATING TO TURNITIN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (THE "EXCLUDED CLAIMS"), NEITHER TURNITIN, ITS AFFILIATES, NOR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

22.2 **NO LIABILITY FOR CERTAIN CLAIMS.** EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) OR IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS), OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON ANY INFORMATION AND/OR OUTPUT OR OTHER REPORTS PROVIDED OR OTHERWISE ACCESSED IN CONNECTION WITH THE SERVICES; OR (II) FOR ANY LIABILITY ARISING FROM CUSTOMER'S DISCLOSURE OF ANY SUCH REPORTS OR OUTPUT TO ANY THIRD PARTY.

22.3 **LIABILITY CAP.** EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS); OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2 (INDEMNIFICATION BY TURNITIN), AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO TURNITIN BY CUSTOMER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR $25,000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, TURNITIN'S LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE.

22.4 **Third-Party Products.** In connection with the Services, Turnitin may make available to Authorized Users or Customer or may separately license certain third-party products (collectively, the "Third Party Products"). Except as otherwise provided in the third-party licensor's license agreement, if any, accompanying the Third-Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third-Party Products solely in connection with the Services.

EXCEPT AS OTHERWISE PROVIDED IN THE THIRD-PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PRODUCTS ARE PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD-PARTY LICENSOR DISCLAIM ALL

WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR ANY THIRD-PARTY LICENSOR BE LIABLE TO INSTITUTION, INSTRUCTORS, STUDENTS, OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD-PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

23. Indemnification.

23.1 **Indemnification by Customer.** To the extent allowed by Applicable Law, Customer shall indemnify, defend, and hold harmless Turnitin, its Affiliates, officers, directors, employees, agents, and licensors (collectively, "**Turnitin Indemnified Parties**") from any and all claims, losses, damages, liabilities, settlements, and expenses (including but not limited to reasonable attorneys' fees and all related costs) (collectively, "**Losses**") incurred by Turnitin Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party relating to or arising from: (a) Customer's or any Authorized User's breach of its restrictions or obligations under the Agreement; or (b) Customer's decision not to follow Turnitin's strong recommendations set forth in Section 3 (Turnitin Feedback Studio/Similarity/SimCheck/Clarity Services) of the Service Terms available at www.turnitin.com/service-terms.

23.2 **Indemnification by Turnitin.** To the extent allowed by Applicable Law, Turnitin shall indemnify, defend, and hold harmless Customer and its affiliates, officers, directors, employees, agents, and licensors (collectively, "**Customer Indemnified Parties**") from Losses incurred by Customer's Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party alleging that (i) Customer's licensed use of the Services, as permitted hereunder, infringes the U.S. patent or copyrights of that third party, or; (ii) Turnitin has violated any state or federal privacy law relating to information provided by Customer hereunder. Turnitin shall have no obligation to indemnify Customer under this Section to the extent the infringement claim arises from (i) any content or other intellectual property provided by Customer or any other third party, including third party content contained in the Source Database; (ii) Customer's failure to use the Services in accordance with the Agreement; or (iii) any matter for which Customer is obligated to indemnify Turnitin hereunder.

23.3 **Indemnification Procedures.** To qualify for the foregoing indemnity obligation, the Party seeking indemnity must: (i) give the indemnifying Party prompt written notice of any Claim; and (ii) allow the indemnifying Party to control, and fully cooperate with the indemnifying Party in, the defense and all related negotiations.

23.4 **Governing Law and Dispute Resolution.** The Agreement is governed by Applicable Law in accordance with Section 27 (Contracting Party; Applicable Law), and unless otherwise set forth in an Order Form, the Parties consent to the exclusive personal jurisdiction of the applicable jurisdiction detailed in Section 27 (Contracting Party; Applicable Law).

24. Accessibility.

The parties acknowledge that applicable accessibility standards are evolving under the law. Turnitin and ExamSoft publish Accessibility Conformance Reports for Services and Products on their websites, which reflects current compliance with Web Content Accessibility Guidelines. Each Service and Product may differ. Turnitin maintains an ongoing roadmap and updates its publicly available roadmap to reflect changes and improvements in compliance. If a

Student user of the Services raises a complaint regarding the accessibility of the Services to accessibility@turnitin.com, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to the Customer. If Turnitin is unable to provide a satisfactory resolution, Customer's sole remedy and Turnitin's sole liability shall be for Customer to terminate the Agreement with thirty (30) days' written notice to Turnitin. In such case, Customer shall receive a refund of prepaid fees, prorated to the date of termination.

25. Representations and Warranties.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into and perform the Agreement, (b) the execution and delivery of the Agreement has been duly authorized, and (c) entering into the Agreement does not violate any Applicable Law.

26. Miscellaneous

26.1 **Controlling Documents.** Except as otherwise provided herein, in the event of any conflict between the terms of the Agreement and the terms of any subsequent agreement, including, without limitation, any Turnitin Policies, SOWs or other documents, the terms of the Agreement will control, unless the Parties expressly agree in any applicable Order Form or SOW that such Order Form or SOW should control.

26.2 **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the offending provision shall be modified by the minimum extent required to render the provision enforceable.

26.3 **Waiver.** The waiver from time to time by a Party of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of the same or of any other of such Party's rights or remedies provided in the Agreement.

26.4 **Relationship of the Parties.** The Parties are operating as independent contractors, and nothing in the Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.

26.5 **Language.** All communications and notices made or given pursuant to the Agreement must be in the English language. If we provide a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.

26.6 **Assignment.** Except as expressly provided in the Agreement, neither the Agreement nor any obligations under it may be assigned or delegated by either party without the prior written consent of the other party, except that Turnitin may assign the Agreement, in whole or in part, without consent to (a) any Affiliate or subsidiary of Turnitin; (b) an acquirer of all or substantially all of the assets or equity of Turnitin; or (c) a successor by merger. Any change of control of Customer is considered an assignment for the purposes of this Section.

26.7 **Headings.** Headings in the Agreement are provided for the convenience of the parties only and will have no substantive effect.

26.8 **Notice.** Any notice, authorization, designation, request or instruction under or in connection with the Agreement, to be effective, will be in writing and will be deemed duly given or served upon delivery, addressed,

if to Turnitin, to contracts@turnitin.com; and if to Customer, to the email address as set forth in the applicable invoice. Either Party may notify the other in the foregoing manner of any other address to which such communications are to be addressed under the Agreement.

26.9 **Force Majeure.** Neither Party will be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including but not limited to acts of God, riots, pandemics (but excluding COVID-19), civil disturbances, wars, states of belligerency or acts of the public enemy (a "**Force Majeure Event**"). If any Force Majeure Event occurs, the Party delayed or unable to perform will give immediate notice to the other Party, and, if the delay continues for more than thirty (30) days, the Party affected by the other's delay or inability to perform may elect to: (i) terminate the Agreement or the applicable Order Form, (ii) suspend the Agreement or the applicable Order Form for the duration of the Force Majeure Event, or (iii) resume performance of the Agreement or the applicable Order Form once the Force Majeure Event ceases with an option for the affected Party to extend the period of the Agreement or the applicable Order Form up to the length of time of the Force Majeure Event. As to any other delay, time is of the essence as to performance under the Agreement.

26.10 **Publicity.** Except as set forth below, neither Party will use the name of the other Party in any news release, public announcement, advertisement or other form of publicity without securing the prior written consent of the other. Notwithstanding the foregoing, Turnitin may use and reference Customer's name as a subscriber to the Services in connection with truthful advertising or promotion of the Services.

26.11 **Remedies Cumulative.** Except as limited under the Agreement, the rights and remedies afforded to each Party under the Agreement are in addition to any other rights or remedies, at law or in equity or otherwise.

26.12 **Modifications to Turnitin Policies.** Turnitin may modify any Turnitin Policies at any time by posting a revised version on the Site or by otherwise notifying you in accordance with Section 26.8 (Notice). The modified terms will become effective upon posting or, if you are notified pursuant to Section 26.8 (Notice), within thirty (30) days after your receipt of the notice. By continuing to use the Services or Turnitin Content after the effective date of any such modifications, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to the Turnitin Policies. In the event that you do not agree to the revised Turnitin Policies, you may terminate the Agreement by giving thirty (30) days written notice, and we will refund you the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute your acceptance of revisions to the Turnitin Policies.

26.13 **Complete Agreement.** The Agreement and all exhibits therein (including any other terms incorporated by reference) contain the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Turnitin and Customer with respect to the subject matter of the Agreement. Except as set forth in this Section 26.13 (Complete Agreement), no amendment, modification or supplement of any provision of the Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of Turnitin and Customer.

26.14 **Non-Exclusive Remedies.** Except as set forth in Section 23.2 (Indemnification by Turnitin) and the exercise by either Party of any remedy under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

26.15 **Counterparts.** The 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 the Agreement delivered by 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 the Agreement.

26.16 **Other Provisions.** Except as provided herein, all amendments or modifications to the Agreement must be agreed by an authorized signatory of each Party. A Party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right.

26.17 **Third-Party Beneficiaries.** Except as set forth in Section 23 (Indemnification), the Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to the Agreement.

26.18 **Changes to Services.** Turnitin reserves the right, in its sole discretion, to make any changes to the features and functionalities of the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services to its customers, (ii) the competitive strength of or market for Turnitin's services; (iii) the Services' cost efficiency or performance; (b) to comply with Applicable Laws; or (c) as otherwise determined by Turnitin as commercially necessary.

26.19 **Equitable Relief.** Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of the Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

26.20 **Battle of Forms.** Customers purchase, license, and use of Services shall be solely governed by the terms and conditions of the Agreement. Any terms or conditions introduced by Customer either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply. The Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of the Agreement, including but not limited to any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Customer shall be void, and of no force or effect to the extent such are in breach of or contradiction with the Agreement.

27. Contracting Party; Applicable Law. The

Turnitin Contracting Party and the Applicable Law jurisdiction hereunder are set forth opposite the applicable Account Country herein:

27.1 **Turnitin Products**
Account Country: Indonesia
Contracting Party: PT Turnitin Education Indonesia
Contracting Party Address: Level 38 Tower A 88 Office Tower, Kota Kasablanka, Jl. Casablanca Raya Kav. 88 Kel, Menteng Dalam Jakarta Kec. Tebet Kota Adm. 12870 Indonesia
Applicable Law/Applicable Jurisdiction: Indonesia

Account Country: Japan
Contracting Party: Turnitin Japan, LLC
Contracting Party Address: Nishi-Shinjuku Takagi Building 7F/8F, 1-20-3, Nishi-Shinjuku, Shinjuku ku, 160-0023, Tokyo, Japan
Applicable Law/Applicable Jurisdiction: Japan / Singapore (SIAC)

Account Country: All LATAM Countries
Contracting Party: Turnitin Mexico S. de R.L. de C.V
Contracting Party Address: Avenida Vasconcelos 755 Pte. ED Plaza Avanta, 3rd floor, interior 301 Col. Del Valle, C.P. 66220, San Pedro Garza García, Nuevo León, 66220, Mexico
Applicable Law/Applicable Jurisdiction: Mexico / Mexico City

Account Country: India, Bangladesh, Nepal, Bhutan, Sri Lanka, Maldives
Contracting Party: Turnitin India Pvt Ltd
Contracting Party Address: Suite #1603, Floor 16, Max Towers, Sector - 16B
Noida, Uttar Pradesh 201301 India
Applicable Law/Applicable Jurisdiction: India / Delhi

Account Country: Any other country that is not listed within this Section 27.1
Contracting Party: Turnitin, LLC
Contracting Party Address: 1920 Broadway #205,
Oakland, CA 94612 USA
Applicable Law/Applicable Jurisdiction: New York, NY

27.2 **ExamSoft Products**
Account Country: UK
Contracting Party: Liftupp Ltd
Contracting Party Address: Liftupp Ltd. 6th floor, Wellbar Central 36 Gallowgate Newcastle Upon Tyne NE1 4TD United Kingdom
Applicable Law/Applicable Jurisdiction: United Kingdom

Account Country: India
Contracting Party: Turnitin India Pvt Ltd
Contracting Party Address: Suite #1603, Floor 16, Max Towers,
Sector - 16B
Noida, Uttar Pradesh
201301 India
Applicable Law/Applicable Jurisdiction: India / Delhi

Account Country: Any other country that is not listed within this Section 27.2
Contracting Party: Examsoft Worldwide LLC
Contracting Party Address: 1920 Broadway #206,
Oakland, CA 94612 USA
Applicable Law/Applicable Jurisdiction: New York, NY

28. Definitions.

In addition to other terms defined elsewhere in the Agreement, the following terms, when capitalized, will have the following meanings:

"**Account Country**" is the country associated with Customer's Services account based on Customer's billing address on the Order Form, for purposes of Section 27.

"**Affiliate**" means a legal entity that directly or indirectly owns, controls, is owned by or is under common ownership or control with a Party.

"**Aggregated Data**" or "**Aggregated**" means information that relates to a group or category of Data Subjects, from whom individual Data Subject identities have been removed, that is not linked or reasonably linkable to any Data Subject.

"**Anonymized Data**" or "**Anonymized**" means information that does not relate to an identified or identifiable natural person or Personal Data rendered anonymous in such a manner that the Data Subject is not or no longer identifiable.

"**Applicable Laws**" means all federal, state, local, international and foreign laws, rules, regulations, directives, orders and ordinances of the jurisdiction in Section 27.

"**Applicable Data Protection Laws**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, (i) General Data Protection Regulation 2016/679 ("GDPR"); (ii) Directive 2002/58/EC; (iii) any applicable national implementations of (i) and (ii); (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (iv) California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199) ("CCPA"); in each case, as may be amended, superseded or replaced.

"**Assessment Administration**" means assessment administration, including but not limited to authoring, proctoring, scoring, and recording of assessments using the ExamSoft Services.

"**Authorized User(s)**" means any individual or entity to whom Customer has granted access and use of the Services, in accordance with the terms of this Agreement, this includes, but is not limited to, administrators, Instructors, Students, investigators, publishers, and researchers.

"**Authorized User Data**" means information that the Authorized User inputs into the Services, including without limitation, Personal Data, written text or materials, assessment questions, answers, and other assessment content.

"**Authorized User Documentation**" means the written instructions and specifications, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Services, and any other materials prepared in connection with any Service, correction, or enhancement, and shall include any updated versions as may be provided by ExamSoft from time to time (a) in the course of providing the Services; or (b) as part of any online tutorials or help files provided with the Services.

"**Authorized User Portal**" means a webpage(s) on the Site that Customer makes available to particular Authorized Users to access and use the Portal Services.

"**Confidential Information**" means all non-public information, data, or materials of a confidential or proprietary nature of a party including, without limitation, any trade secrets, functional and technical specifications, SOC 2 reports, HECVAT information, designs, drawings, analysis, research, processes, computer programs, algorithms, methods, "know how" and other technical information, sales and marketing research, materials, plans, and other business

information, accounting and financial information, personnel records, information concerning the products, services and business of a party and any other information: (a) that the disclosing party marks as confidential or proprietary; or (b) that due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential. Confidential Information does not include information that (a) is or becomes publicly available without breach of the Agreement by a Party; (b) was rightfully in a Party's possession without any confidentiality obligations prior to its disclosure by the other Party; (c) is received by a Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by a Party without reference to or use of the other Party's Confidential Information.

"**Control**" (including the term "controlled by") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"**Controller**" means the Party, which alone or jointly with others, determines the purposes and means of processing of Personal Data.

"**Customer Content**" means any and all data, information, materials, and content provided or submitted by Customer, or on the Customer's behalf, to Turnitin in connection with the Services, including but not limited to Authorized User Data, Submissions, Output, and any other content related to the Customer's use of the Services.

"**Data Subject**" means any identified or identifiable natural person.

"**De-Identified Data**" or "**De-Identified**" means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer provided that the business that possess the information: (a) takes reasonable measures to ensure that the information cannot be associated with a Data Subject; and (b) publicly commits to maintain and use the information in deidentified form and not to attempt to reidentify the information, except that the business may attempt to reidentify the information solely for the purpose of determining whether its deidentified processes satisfy the requirements of Applicable Data Protection Laws.

"**Documentation**" means the electronic documentation for technical and use requirements for any Service available through the Site.

"**Effective Date**" means the date identified as such in the applicable Order Form.

"**End User License Agreement**" or "**EULA**" means the agreement between Authorized Users and Turnitin or its Affiliates that outlines the terms and conditions of Authorized Users' access to and use of the software and associated Services.

"**Force Majeure Event**" has the meaning given to it in Section 26.9.

"**Indirect Taxes**" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"**Instructor**" means any individual employed or otherwise engaged by Customer as a teacher, professor, lecturer, or in a similar educational capacity, who is authorized by Customer to access and use the Services in accordance with the terms and conditions set forth in the Agreement.

"**Intellectual Property Rights**" means all the intellectual property and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country or any political subdivision thereof, including, without limitation: (a) all trade names, trade dress, trademarks, service marks, logos, and other identifiers; (b) copyrights, moral

rights (including rights of attribution and rights of integrity); (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, trade secrets, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (e) all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses, malware, spyware and other malicious code, files, scripts, agents or programs designed to: (a) damage, destroy or alter any software, hardware or data stored therein; (b) reveal, damage, destroy or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software, hardware or data stored therein

"**Order Form**" means any written order or quote for Services, whether in physical or electronic form, that is executed by both Turnitin and Customer. Each Order Form is effective upon signing by both Parties and is subject to and governed by the terms and conditions of the Agreement, which are incorporated by reference.

"**Output**" means any data, results, or materials generated or produced by Customer as a direct and specific outcome of using the Services, excluding any data, intellectual property, or Confidential Information owned or controlled by Turnitin or its Affiliates, and any enhancements, modifications, or derivative works of the Services or Turnitin's Confidential Information. Output includes Proctoring Reports.

"**Personal Data**" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual and also includes any information that meets the definition of "personal data", "personal information", "personally identifiable information", "nonpublic personal information" or any similar term in Applicable Data Protection Legislation.

"**Portal Services**" means those Services provided to Authorized Users to enable such Authorized Users' access to and use of the Authorized User Portal.

"**Processor**" means the Party which processes Personal Data on behalf of the Controller.

"**Proctoring Data**" means all data, information, and materials collected, generated, or processed during the proctoring of assessments, including without limitation, audio, video, screen recordings, photographs, identity authentication information, and any other data related to the monitoring and evaluation of the integrity and authenticity of the assessment process.

"**Proctoring Reports**" means the records, summaries, analysis, or other reports generated by the proctoring or monitoring features of any Service, which provides information about a Student's conduct and performance during an assessment to evaluate whether any such assessments have flagged exam integrity and related issues.

"**Product**" means the products, services, and software applications that Turnitin provides to Customer and Authorized Users, as applicable.

"**Sensitive Personal Data**" includes, but is not limited to,Personal Data that reveals a person's social security number, driver's license, state identification card number, passport number; account login information, financial account, debit card, or credit card in combination with a security or access code or credentials for accessing the account; precise geolocation; racial or ethnic origin, religious or philosophical beliefs or union membership; contents of a consumers' mail, email, and/or text message unless to the intended recipient; genetic data; biometric information for the purpose

of uniquely identifying an individual; health information; and/or information relating to an individual's sex life or sexual orientation.

"**Service(s)**" means each of the services made available by Turnitin or any of its Affiliates including those web services described in the Service Terms. Services do not include any Third-Party Content.

"**Service Terms**" means the specific rights and restrictions applicable to particular Services, which can be found at www.turnitin.com/service-terms. (and any successor or related locations designated by Turnitin).
Turnitin reserves the right to update the Service Terms at its discretion from time to time.

"**Site**" means the Turnitin website and Authorized User Portals that Turnitin makes available to Customer, its administrators and Instructors, and Students from time to time to access and use certain Portal Services in accordance with the terms of the Agreement.

"**Site Terms**" means the terms of use of the Site located at https://www.turnitin.com/ (and any successor or related locations designated by Turnitin), as may be updated by Turnitin from time to time.

"**Student**" means any of Customer's examinees who (i) install any portion of the ExamSoft Services on personal computer equipment; or (ii) download at least one assessment; or (iii) utilize portions of the ExamSoft Services to take an assessment on equipment provided by Customer; or (iv) take an assessment manually using paper but whose test results are later processed by the ExamSoft Services for processing and analysis by Customer; or (v) any examinee whose performance is otherwise assessed using ExamSoft Services (e.g., with rubrics).

"**Submissions**" means any written works, documents, or other materials submitted by Authorized Users to the Services for the purpose of examining, detecting, and preventing academic misconduct, including, but not limited to plagiarism in accordance with the terms and conditions set forth in the Agreement.

"**Support Services**" means the ongoing support and maintenance services that are provided by Turnitin to Customer (including its Authorized Users) for the Services.

"**Systems**" means the hardware and software platforms, owned, or used by ExamSoft and/or its licensors, in the course of providing the Services.

"**Term**" has the meaning given to it in Section 19.1.

"**Test Data**" means information that ExamSoft collects from Students for the purpose of Assessment Administration, including, but not limited to makes and models of computers used by Students, device identification number, types and versions of software used by Students and Software performance related information, Student biometric video and audio recordings, and other assessment-related data.

"**Third-Party Content**" means any technology, software, data, information, documents, or other materials made available to Customer by any third party on the Site or in conjunction with the Services.

"**Turnitin Content**" means all data, information, materials, and content that Turnitin provides or makes available through the Services, including without limitation, the Source Database, algorithms, software, tools, templates, text, graphics, images, and any other intellectual property or proprietary information owned

or licensed by Turnitin, but excluding Customer Content, Authorized User Data, Test Data, Output or ThirdParty Content.

"Turnitin Policies" means all policies of Turnitin applicable to the Services, including its Privacy Policy, Turnitin Service Terms, and Acceptable Use Policy.

"Updates" means bug or error fixes, patches, modifications, enhancements, updates, upgrades, corrections, replacement and successor products, new versions, and new releases.

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-595

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Turnitin, LLC contract (3 years), paying annually. Turnitin is an online service to check student writing for plagiarism and AI-generated content.

Cost to Knox County Schools

$0

Description and Type of Funding Source

310.000

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

Consent 6. D. 23.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Liminex, Inc. dba GoGuardian and Pear Deck Learning Product Terms of Service and License Agreement for West High School

Submitted By: Terri Coatney

Department: Board of Education/Superintendent

Explanation

Approve Product Terms of Service and End User License Agreement with Liminex, Inc. dba GoGuardian and Pear Deck Learning for West High School's license to student instruction products for the term of August 1, 2026 through August 31, 2027 at a cost of $10,904.76 using Internal School funds

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Fiscal Impact

Attachments

Agreement

Fiscal Note

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

Primary Contact

QUOTE #	**Q-524462**
Created Date	7/30/2026
Contract Start Date	8/1/2026
Contract End Date	8/31/2027
Quote Term	Net 30

Ship To
West High School (TN)
3300 Sutherland Ave
Knoxville, Tennessee 37919-4544
United States

Quote is valid 90 days from the created date above

Bill To
West High School (TN)
3300 Sutherland Ave
Knoxville, Tennessee 37919
United States

Prepared By:
Hillary Emory
hemory@goguardian.com

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1,242	GG-PRD2Y-000001	Pear Deck Enterprise with LMS Access and Pear Start	8/1/2026	8/31/2027	$3.58	$4,446.36
1,242	GG-ENT12Y-000001	Pear Assessment Enterprise with Video Quiz, Pear Start and AI Capabilities	8/1/2026	8/31/2027	$5.20	$6,458.40
					TOTAL (USD):	$10,904.76

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."
AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

GoGuardian

Pear Deck Learning

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Authorized Representative: Gina Hodges

Name: Spencer Long

Signature: [signature]

Title: Executive Principal

Date: 8/6/2026

Accounts Payable Name: West High School

Accounts Payable Email: daisy.hogin@knoxschools.org

If paying by purchase order, your PO must have:
1. PO Number
2. Bill to information
3. The products being purchased
4. Quote or quote number matching your purchase order
5. Total dollar amount

Liminex Products Terms of Service and End User License Agreement

Last Updated Date: May 8, 2026

Introduction

Welcome! Before using any of our Offerings, please take the time to review this combined Terms of Service and End User License Agreement ("EULA"), together with any applicable Order Form(s), the **Product Privacy Policy**, and, if applicable, the **Data Processing Addendum** and **Professional Services Addendum** (collectively, the "Agreement"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 17 (Definitions).

When does this Agreement apply? This Agreement governs the use of the Offerings and is a binding contract between you, the school or school district ("School" (as further defined below), "you," "your"), and Liminex, Inc. doing business as GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates (collectively, "Liminex", "GoGuardian", "we", "us", or "our"). This Agreement is distinct from our **Website Terms of Service**, which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING ANY OFFERINGS IN ANY WAY (THE DATE OF SUCH ACTION, THE "EFFECTIVE DATE"), SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use any of our Offerings in any way.

IMPORTANT NOTICES:

- Section 15.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.
- You understand that use of some of our Offerings may require the consent for monitoring and recording information and communications of all users on the

Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.

- We may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement after providing notice to you in accordance with Section 16.1. You are responsible for regularly reviewing your Account and our Website for any changes to the Agreement.
- Your use of, and participation in, certain Offerings may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in this Agreement, an Order Form or will be presented to you for your acceptance when you sign up to use such Offerings. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the Offerings to which they apply.

[We have included, in italics and brackets at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.]

1. Getting Access to and Started with Our Offerings

[This Section explains how to establish and maintain Account(s). This Section describes the importance of being mindful about the information and settings in an Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.]

We generally make our Offerings available on a paid, subscription-based license. As further described in Section 4.1, from time to time and in our sole discretion, we may offer limited free, trial or Beta Offerings at no additional charge.

1.1 Ordering

You may obtain Subscriptions to our Offerings either directly from us or one of our Affiliates or indirectly through one of our Authorized Resellers. If you purchase a Subscription to an Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any Offering that you acquire from an Authorized Reseller, as well your relationship with us as to any products or services you purchase through an Authorized Reseller. You further agree that we and our Affiliates have the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any Offerings in excess of those provided by us in this Agreement. The terms regarding any value-added services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during a Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact us so that we can send you an additional Order Form for those Add-Ons. If we do not hear from you and you deploy additional licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the Subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

If an Order Form with School indicates that any School Affiliates will be receiving access to the Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

1.2 Accounts

Before accessing certain Offerings, you may be required to create an Account. When setting up your Account, you may link your Offerings with your Google, Microsoft, and/or Learning Management System ("LMS") account for ease of sign on and, for certain Offerings, to pull in a directory of Managed Devices or Accounts. In linking your Account to your Google, Microsoft, and/or LMS account, you are granting us access to certain account information from your Google, Microsoft, and/or LMS account, as permitted under the applicable terms and conditions that govern your use of that Google, Microsoft, or LMS account.

1.2.1 Authorized Users

Within your Account, you may have the ability to enable separate sub-accounts for Authorized Users. You are responsible for issuing and maintaining such sub-accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2 School Information

When creating an Account, you agree to (a) provide true, accurate, current and complete information necessary to create the Account and to deploy the Offerings you have subscribed to on Managed Devices or Managed Accounts; and (b) promptly update any such information to maintain its accuracy and completeness during the Term. Without limiting the generality of the foregoing, you agree to provide and maintain accurate, up-to-date and complete School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information. You acknowledge and agree that proper implementation and operation of certain Offerings depends largely on the accuracy, completeness and timeliness of the Personal Student Information, Parent/Guardian Information and Association Information ingested into the Offering; therefore, it is of the utmost importance that you take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring your Authorized Users to protect, usernames and passwords associated with your Account, and notifying us immediately if you suspect or know that (1) a username and password is known by someone other than the applicable Authorized User; and/or (2) your Account (including any individual Authorized User sub-account) has been compromised.

1.2.3 Account Settings

You are responsible for selecting and updating the settings in the Offerings you subscribe to as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established, including, with respect to use of the GoGuardian Offerings, for monitoring Managed Devices or Accounts and parents' or guardians' authorization of such monitoring. If you have questions about any settings in an Offering or your Account, such as permissions and settings associated with Managed Devices or Accounts, please visit our **Help Center** and/or contact **support@goguardian.com** (GoGuardian Offerings), **support@deck.peardeck.com** (Pear Deck), **support@assessment.peardeck.com** (Pear Assessment), or **support@practice.peardeck.com** (Pear Practice).

1.3 Payment Terms

Fees due for initial orders, any Add-Ons to, and any Subscription renewals of Offerings ("Fees") shall be set forth in the applicable Order Form. Fees for Subscriptions you purchase directly from Liminex or one of its Affiliates shall be paid within thirty (30) days of the date of our issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction. You are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and us.

Upon notice to you, we may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. We may increase any Fees that are not specified in an Order Form at any time, with or

without notice to you. We may allow you to continue using a free, trial or Beta Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fees.

For certain Offerings, we will endeavor to notify you if your Account has delinquent Fees. If delinquent fees are not paid, we will suspend your use of the Offering(s).

2. Offerings

[This Section explains more about the Offerings, including updates to such offerings and linkages with other third-party integration software that we make available to you. Offerings may experience downtime or we may suspend access to Offerings in certain situations.]

2.1 Access and Updates to Offerings

We will make our Offerings to which you have a Subscription available to you, subject to the terms of this Agreement. From time to time, we may also make updates to the Offerings available to you. You agree that we may, without advance notice to you, automatically install or add updates, upgrades, and/or new features to the Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary. You acknowledge and agree that any obligation we may have to support previous version(s) of any Offering may end when we release an update, upgrade, and/or additional feature for the Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to an Offering, we will notify you within the Offering interface or by sending you an email.

With respect to an Offering accessed through or downloaded from the Apple App Store, Google Play Store, or Microsoft Store (each, an "App Store" and such Offering an "App Store-Sourced Application"), you acknowledge and agree that the availability of the App Store-Sourced Application is dependent on the App Store.

2.2 Downtime and Suspension of Offerings

You acknowledge that you may experience downtime (a) as a result of our conducting maintenance or (b) in connection with a force majeure event (as described in Section 16.5). In addition, you acknowledge that we may, at our discretion, suspend your access or suspend access of one of your Authorized Users to the Offerings for your breach or your Authorized Users' breach of this Agreement, including if we have reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete; we deem it reasonably necessary to avoid or mitigate harm to us, you, any other of our customers or a third party if the Offerings were not suspended; or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with Offerings

We may allow you to access certain third-party software or offerings (e.g., YouTube) through your Account via an application programming interface ("API") or other technical connection (such software or offering, an "Integration Offering"). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms, such as the **YouTube Terms of Service**, you are required to agree with the provider of such Integration Offering depending on the Integration Offering being accessed. Integration Offerings are not "Offerings" under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Offerings hereunder. The availability of any Integration Offering through any of our Offerings does not imply our endorsement of or affiliation with the provider of such Integration Offering. We do not control any Integration Offering and will have no liability to you in connection with any Integration Offering. We have no obligation to monitor or maintain access to Integration Offerings and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting us and our Affiliates to disclose your School Profile Information, and, to the extent applicable to your Offering, your Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and School Log and Cookie Information to the extent necessary to utilize the Integration Offering. Regarding the Google Workspace API, we do not use this API to develop, improve, or train generalized artificial intelligence and/or machine learning models. YOUR USE OF ANY INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. Your Use of Offerings and Your Responsibilities

[This Section explains that Liminex licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.]

3.1 License Grant to You; Restrictions

We hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Offering(s) for which you have a Subscription and as set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Offering or User Documentation, or otherwise provide access to any portion of any Offering or User Documentation to any third party (other than Authorized Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of Liminex or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any Offering or User Documentation; (f) access any Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any Offering or User Documentation. Any future release, update or other addition to any Offering shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any unauthorized use of an Offering terminates your right to use all Offerings.

3.2 School Responsibilities

School will (a) be responsible for its Authorized Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation; (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Parent/Guardian Information, and School Log and Cookie Information and School's use of any such information; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings and notify us promptly of any such unauthorized access or use; (d) use the Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law; and (e) comply with the terms of service of any Integration Offering with which School uses an Offering. Any use of an Offering in breach of the foregoing by School or any Authorized User that in our judgment threatens the security, integrity, or availability of an Offering may result in immediate suspension of access to any or all Offerings.

School acknowledges that it is solely responsible for compliance with any legal or policy obligations related to the protection of the well-being of its students and that it understands that certain Offerings are only intended to be a tool to assist School as part of a broader program intended to fulfill any legal or policy obligations, to the extent applicable. For example, the Liminex Parties make no representation or warranty that any of the Offerings, alone or in combination with any other efforts, will be effective in detecting or stopping suicide, violence to self or others, or any other kind of risky

behavior by a student of School or any other individual. We are not responsible for, and School expressly waives any claim for liability against the Liminex Parties related to, any student or other individual's death, illness, bodily injury, disability, emotional distress or other outcome. To the maximum extent permissible by law, such waiver shall extend to any School personnel, student, student family, estate or other third parties. To the extent that any Liminex Party is made a party to any dispute related to any such death, illness, bodily injury, disability, or other outcome, School shall indemnify us in accordance with Section 13, below.

3.3 General Acceptable Use Policy

We need your help to ensure that the Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use any Offering:

- On any computers and/or accounts on which you do not have permission to operate and on which the Offerings cannot be legally and rightfully operated.
- To do anything, including posting or otherwise communicating any information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person's privacy rights under Applicable Law.
- For commercial purposes (beyond School's internal business purposes).
- To do anything to burden, compromise, or interfere with any Offering, its appearances, security, or functionality.
- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use Policy.

4. Special Terms for Free, Trial and Beta Offerings

[This Section explains that we may make free, trial, or Beta offerings available for you to test and provide us with Feedback about whether an Offering meets your needs. Because these Offerings are different from paid Subscriptions, there are special terms for them.]

4.1 Free or Trial Subscriptions

If we make an Offering available to you on a free or trial basis, these Offerings shall be subject in all respects to the terms of this Agreement, except that, to the extent permitted by Applicable Law, we (a) may discontinue the Offering or your ability to use it

at any time, with or without notice and without any further obligations to you; (b) provide the Offering to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Offering during the free or trial period.

4.2 Beta Offerings

We sometimes make new Offerings or features within existing Offerings available on a beta basis ("Beta Offerings"). Beta Offerings are generally prerelease or untested products or features. Features or offerings labeled as "alpha," "beta," or "test" within the interface of an Offering are Beta Offerings subject to this Section 4.2. Unless otherwise agreed in writing by us, any Offering or feature provided as a Beta Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the Beta Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances); (b) provide the Beta Offering or feature to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Beta Offering or feature during the Beta Offering period. Additionally, as consideration for access to and use of any Beta Offering, you agree to (1) treat the Beta Offering as our Confidential Information; and (2) provide regular Feedback about the Beta Offering, if requested.

5. Term, Termination

[This Section explains the duration of this Agreement as well as your and our' obligations after this Agreement ends.]

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement (the "Term") commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice thereof or (b) upon thirty (30) days' written notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of our uncured material breach or we terminate this Agreement without cause (i.e., not as a result of School's uncured material breach),

in which cases School shall not be obligated to pay for (and shall be entitled to a refund by us of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the Offerings or User Documentation, and you immediately will cease accessing and/or using the Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any Offerings and User Documentation, and returning to us or destroying any accompanying User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, and 17.

6. Intellectual Property

[This Section explains that we ask that you please protect our and others' intellectual property.]

6.1 Ownership

We or our Affiliates (or their licensors) own all right, title and interest in and to the Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the Liminex Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, we and our Affiliates reserve all rights, title and interest in and to the Offerings and the Liminex Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of Liminex and its Affiliates (the "Liminex Marks") are owned by Liminex and our Affiliates. You agree not to display or use any Liminex Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third-party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about us or the Offerings, such as suggestions, whether made by you or any of your Authorized Users, for corrections, updates, alterations, changes, or modifications to the Offerings ("Feedback") are our property and you hereby assign any rights in such Feedback to us, without payment to you.

6.3 Protection of Our Rights

You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an Account, and notify us of any unauthorized access or use of the Offerings or Integration Offerings of which you become aware.

7. Confidentiality

[This Section explains that each party must respect each other's Confidential Information.]

As a reminder, our **Product Privacy Policy** explains our commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, and nothing in this Section 7 limits the parties' respective rights or obligations under the **Product Privacy Policy** or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party's prior written permission; or (c) to the extent required by Applicable Law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law. Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.

8. Privacy and Data

*[This Section explains that the parties each have responsibilities to help protect the privacy of data ingested or maintained in the Offerings. The **Product Privacy Policy** explains, in more detail, how we protect information.]*

8.1 Our Privacy Responsibilities

Our **Product Privacy Policy**, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and collected through the Offerings, including any free, trial or Beta Offerings. Our data collection practices related to our Offerings that utilize artificial intelligence comply with our **Product Privacy Policy**. We rely on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School's students, as permitted by the Children's Online Privacy Protection Act ("COPPA") for using Offerings in connection with students under thirteen (13) years of age, if any, through a **COPPA Notice and Disclosure Form** we provide to you. For transparency and informational purposes, we also distribute this COPPA Notice and

Disclosure Form to Subscription-purchasing Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union ("EU"), European Economic Area ("EEA"), or Switzerland, our **Data Processing Addendum** also applies to your use of the Offerings. School hereby authorizes us to use School Account Information in accordance with this Agreement, the **Product Privacy Policy** and, to the extent applicable, the **Data Processing Addendum**.

8.2 School Privacy Responsibilities

You represent and warrant that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information through and in connection with the Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, to the extent you are using the Offerings, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's Account and obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate staff about your use of Offerings. More specifically, we recommend that you provide such persons with a copy of our **Product Privacy Policy**, our **COPPA Notice and Disclosure Form**, and with respect to GoGuardian Offerings, GoGuardian's form Parental Letter, and any other parental information made available by us.

8.3 Education Records; FERPA

Where School is located in the United States and to the extent we collect, through the provision or maintenance of any Offerings, any information that constitutes an Education Record, the parties agree that we are acting as a "school official" with "legitimate educational interests" in School's students' Education Records under the Family Educational Rights and Privacy Act ("FERPA"), or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that we may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information for the purpose of providing the Offerings and related functions. Our **Product Privacy Policy** explains how we cooperate with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to us as set out in this Agreement, including the **Product Privacy Policy**.

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, and any Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that we have no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that we may access, preserve, and disclose your School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by Applicable Law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) to enforce this Agreement, including the **Product Privacy Policy**; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of us, our users, and/or the public.

9. Alerts and Notifications

This section applies to the GoGuardian Offerings only.

[This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features, and that, through your settings, you have some ability to control whether to receive certain alerts and/or notifications. It is important for you to understand these features and settings, and to review alerts and notifications carefully and promptly so that you can properly intervene to help students stay safe.]

Some GoGuardian Offerings contain features that generate alerts and/or notifications for the School's and/or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. In addition, to the extent you elect not to receive one or more types of alerts and/or notifications in your settings, you are solely responsible for that decision. Unless otherwise specified in the Supplemental Terms, we do not review alerts generated through any of the Offerings or take any action based on these alerts or review your settings.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because relevant information changes (e.g., changes in contact or relationship information included in School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, or Association Information, such as changes in email addresses, the relationship of an Authorized School Personnel or a guardian/parent to a child/student changes, etc.). Without limiting the generality of Section 1.2.2, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon or GoGuardian Admin (the Beacon starter function), your School represents and warrants that your School: (a) is solely responsible for having, to the extent required by Applicable Law, an up-to-date and easily available suicide prevention policy; (b) is solely responsible for having, to the extent required by Applicable Law, a necessary suicide prevention program; and (c) your School will notify parents/guardians about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Parent Notification feature (or similar functionality) of GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function).

Further, GoGuardian Beacon, a GoGuardian Offering, sends SMS messages only to users who have opted-in to receive text messages from "Your Beacon Profile" for certain alerts as described above. Only those notifications which have been enabled in the "Staff Notifications" section of the "Alert Preferences" will be sent. You can cancel this SMS service at any time by texting "STOP" to 38121. After you send the SMS message "STOP", we will send you an SMS message to confirm that you have been unsubscribed and you will no longer receive SMS messages from us. You may join again by texting "START" to 38121. If you experience issues with GoGuardian Beacon SMS messages you can text "HELP" to 38121, contact **support@goguardian.com**, or visit our **Help Center**. Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent to you from GoGuardian. Message frequency is recurring and depends on your GoGuardian Beacon settings, and whether an alert is triggered. Contact your wireless provider with any questions about your text or data plan. If you have any questions regarding privacy, please read our **Product Privacy Policy**.

10. Content, Copyright Policies, and Community Galleries

[This Section explains how content is used in certain Offerings and the rights to such content.]

10.1 Content in the Services Generally

You understand that all Content is the sole responsibility of the person from which such Content originated. All such Content that is uploaded into or generated in any Offerings by or on behalf of you or your Authorized Users shall be referred to herein as "Your Content".

You should be aware that Content, other than Your Content, made available as part of any Offerings, including but not limited to licensed and sponsored-Content, may be protected by intellectual property rights which are owned by the third party that provided that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of such Content, in a separate agreement.

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, including Your Content, from any Offering. You understand that by using any Offering, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use any Offering at your own risk. You agree that you are solely responsible for (and that neither Liminex nor any Liminex Parties from which you purchased any Offerings have any responsibility to you or to any third party for) any Content that you create, transmit or display while using any Offering and for the consequences of your actions (including any loss or damage which any Liminex Party may suffer) by doing so.

10.2 License to Your Content

You retain copyright and any other rights you already hold in Your Content that you submit, share, upload, post or display on or through, any Offering. Unless otherwise stated in a separate written agreement between Liminex and you, by submitting, sharing, uploading, posting, or displaying Your Content you hereby grant to Liminex and our Affiliates a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute Your Content, solely for the purpose of enabling Liminex and our Affiliates to provide you with any Offering in accordance with the terms of this Agreement, including the **Product Privacy Policy**.

You understand that, in performing the required technical steps to provide any Offering to our users, we may (a) transmit or distribute Your Content over various public networks and in various media and (b) make such changes to Your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

You confirm and warrant that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display any Content on or through any Offering that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display such Content and to grant Liminex all of the license rights granted in this Section 10.2.

10.3 Copyright Policies

It is our policy to terminate access privileges of any users who repeatedly infringe copyright(s) embedded or used in connection with our Offerings upon prompt notification to Liminex by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or within the Offerings in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on or within the Offerings of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or Applicable Law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Liminex's Copyright Agent for notice of claims of copyright infringement is as follows:

Copyright Agent

Liminex, Inc.

8605 Santa Monica Blvd., #996559

West Hollywood, CA 90069-4109

We may remove any Content from the Offering if we believe or have reason to believe such Content infringes the intellectual property rights of a third party. Without prior notice and at any time, in our sole discretion, we reserve the right to remove any Content, disable your ability to share or upload Content through the Offerings, or terminate your access to any Offerings (1) for uploading or sharing such Content in violation of this Agreement or (2) if, under appropriate circumstances, you are determined to be a repeat infringer.

We reserve the right in our sole discretion to decide whether your conduct is inappropriate and whether it complies with this Agreement for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. We may terminate your access for such inappropriate conduct in violation of this Agreement at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

10.4 Third-Party Websites and Resources

The Offerings may include hyperlinks to other websites or resources that are controlled, owned or operated by third parties. You acknowledge and agree that we have no control over any such websites or resources and you access and use such websites and resources at your own risk.

Without limiting the foregoing, you acknowledge and agree that neither Liminex, its Affiliates nor any Authorized Reseller are responsible for the availability of any such external sites or resources, and that we do not endorse any advertising, products or other materials on or available from such websites or resources.

You acknowledge and agree that neither Liminex, its Affiliates nor any licensor or Authorized Reseller are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

10.5 Community Galleries and Gallery Content

Certain Offerings may contain galleries ("Community Galleries"), which may include Content, including templates or questions, supplied by us or third parties, including other users of any Offerings ("Other Content Users"). Community Galleries include any Content, library or gallery that we choose at our discretion to make available to you as part of the Community Galleries (such content, the "Gallery Content"). As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

The Gallery Content: (a) is meant to serve as a suggestion only and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. We do not promise that the Gallery Content will work for your purposes or that it is free from viruses, bugs, or other defects. The Gallery Content is provided "AS IS" and without warranty of any kind. You alone bear the risk of using Gallery Content. No Liminex Party

provides any express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under Applicable Law, the Liminex Parties expressly disclaim any and all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

If you choose to submit Your Content to become part of the Community Galleries ("Your Gallery Submission"), you direct and authorize Liminex and its Affiliates to host, link to, and otherwise incorporate Your Gallery Submission into any Offering, and you hereby grant to Liminex and its Affiliates, and the Other Content Users an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to: (1) reproduce Your Gallery Submission or any component thereof; (2) create and reproduce derivative works of Your Gallery Submission or any component thereof; or (3) publicly display and distribute copies of Your Gallery Submission or any components or derivatives thereof ("Your Gallery Submission License").

For the avoidance of doubt, we reserve, and you hereby grant us, the right to syndicate Your Gallery Submission and to use Your Gallery Submission in connection with any of the Offerings. While you may stop distributing Your Gallery Submission through the Community Galleries at any time, doing so will not in any way affect our right or the right of Other Content Users to exercise the rights granted to us as part of Your Gallery Submission License under this Agreement. To stop distributing Your Gallery Submission through the Community Galleries, (i) for Pear Deck, you must send an email to **support@deck.peardeck.com**, in which case Your Gallery Submission will be removed in accordance with our standard procedures and (ii) for Pear Assessment and Pear Practice, you must delete Your Content or change your sharing level permissions.

You represent and warrant that (x) you own or have obtained the necessary legal rights to provide Your Gallery Submissions and will maintain these rights for as long as Your Gallery Submission is made available to Other Content Users; and (y) all of Your Gallery Submissions abide by this Agreement, including the General Acceptable Use Policy and any other posted policies.

We claim no ownership over any of Your Gallery Submission. You retain copyright and any other rights, including all intellectual property rights, you already hold in Your Gallery Submissions. You agree that you are responsible for protecting and enforcing those rights and that we have no obligation to do so on your behalf.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any of Your Gallery Submissions that you submit. We are not in any way responsible for the subsequent use or misuse by any Other Content User or other third party who accesses Your Gallery Submission through any Offering or otherwise.

11. App Store-Sourced Application

[This Section explains terms related to accessing and downloading an App Store-Sourced Application.]

11.1 Accessing and Downloading an App Store-Sourced Application from an App Store

You acknowledge that the Agreement is between you and Liminex or one of its Affiliates, and not with the App Store. We, not the App Store, are solely responsible for the Offerings, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You agree to comply with, and your license to use the Offerings is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Offerings. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

11.2 Accessing and Downloading an App Store-Sourced Application from the Apple App Store

11.2.1

You acknowledge and agree that (a) the Agreement is concluded between you and us only, and not Apple, and (b) we, not Apple, are solely responsible for the App Store-Sourced Application and content thereof. Your use of the App Store-Sourced Application must comply with the Apple App Store Terms of Service. You agree to only use an App Store-Sourced Application that is accessed through or downloaded from the Apple App Store (1) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (2) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

11.2.2

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Application.

11.2.3

In the event of any failure of the App Store-Sourced Application to conform to any applicable warranty, you may notify Apple, and if applicable, Apple will refund the purchase price for the App Store-Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Application. As between the Liminex Parties and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Liminex Parties.

11.2.4

You and the Liminex Parties acknowledge that, as between the Liminex Parties and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store-Sourced Application or your possession and use of the App Store-Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store-Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

11.2.5

You and the Liminex Parties acknowledge that, in the event of any third-party claim that the App Store-Sourced Application or your possession and use of that App Store-Sourced Application infringes that third party's intellectual property rights, as between the Liminex Parties and Apple, the Liminex Parties, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.2.6

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store-Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store-Sourced Application against you as a third-party beneficiary thereof.

11.2.7

Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store-Sourced Application.

12. Warranties, Disclaimer, and Release

[This Section explains that we strive to provide you with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.]

We provide the Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OFFERING IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SCHOOL. THE LIMINEX PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE LIMINEX PARTIES MAKE NO WARRANTY THAT ANY OFFERINGS WILL MEET SCHOOL'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. WE ARE NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT LIMINEX AND THE OTHER LIMINEX PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE LIMINEX PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.

13. Indemnification

[This Section explains your responsibility to indemnify us in certain circumstances.]

School agrees, to the extent permitted by Applicable Law (and in the United States, the School's state laws), to indemnify, defend and hold Liminex and the other Liminex Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, Parent/Guardian Information, Personal Student Information, and School's selection of settings in the Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding alerts generated through the Offerings, including GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts, (f) Your Content that you submit, share, upload, post or display on or to any Offering; (g) any use by other users of the Offerings of Your Content; and (h) any claim that Your Content violates any Applicable Laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third-party claims for which we are entitled indemnification under this Section 13, and, in any event, School agrees to cooperate with us in asserting any and available defenses.

14. Limitations and Exclusions of Liability

[This Section explains important limitations on our potential liability to you, including the maximum amount for which we may be liable to you.]

14.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIMINEX OR ANY OTHER LIMINEX PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF LIMINEX OR THE OTHER LIMINEX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

14.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF LIMINEX AND ANY OTHER LIMINEX PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE AN OFFERING (WHETHER ORDERED DIRECTLY FROM A LIMINEX PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY SCHOOL (WHETHER TO A LIMINEX PARTY OR AN AUTHORIZED RESELLER) FOR THE OFFERING GIVING RISE TO SUCH CLAIM FOR THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT OUR LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

14.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

15. Governing Law and Dispute Resolution

[This Section explains how any disputes between us and you will be handled, including the type of dispute resolution that will be used and what law applies.]

15.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

15.2 Dispute Resolution; Binding Arbitration; Class Action Waiver ("Arbitration Agreement")

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any Offering, any person's access to and/or use of the Offering, and/or the provision of content, features, and/or technology on or through the Offering (collectively, "Claims"), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Liminex by email to legal@goguardian.com AND by U.S. Mail to Liminex, 8605 Santa Monica Blvd., #996559, West Hollywood, CA, 90069-4109. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or we may resort to the other alternatives described in Section 15.2.1. Notwithstanding the foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of an Offering.

15.2.1 Binding Arbitration

Arbitration Rules and Forum: Except as otherwise specifically set forth below, any Claims between you and us, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School that is a United States public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section 15.2.1 is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of each party. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or

unauthorized use of any Offering shall not be subject to arbitration under this Section 15.2.1. In addition, the parties may choose to pursue a Claim in small claims court where jurisdiction and venue over the parties otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Batch Arbitration: Notwithstanding this Section 15.2.1, to increase the efficiency of administration and resolution of arbitrations, you and Liminex agree that, in the event there are ten (10) or more individual Claims of a substantially similar nature (i.e., Claims that arise out of or relate to the same or similar facts and raise the same or similar legal issues and requests for relief) filed against Liminex by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period, JAMS shall (1) administer the arbitration demands in batches of 100 Claims per batch (or, if between ten (10) and ninety-nine (99) individual Disputes are filed, a single batch of all those Claims, and, to the extent there are less than 100 Claims remaining after the batching described above, a final batch consisting of the remaining Claims); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). If there is any dispute about the applicability of these Batch Arbitration procedures, JAMS shall appoint a single administrative arbitrator to determine the applicability of the Batch Arbitration process.

Authority of Arbitrator: In binding arbitration, the arbitrator shall have the authority (i) to grant motions dispositive of all or part of any Claim; (ii) to award monetary damages; and (iii) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Confidentiality: All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent either party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

15.2.2 Class Action Waiver

THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The parties are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and

must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16. Miscellaneous

[This Section includes miscellaneous legal provisions such as when and how we can make changes to this Agreement, how notice and other communications can be given under this Agreement, etc.]

16.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section 16.1. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your Account for any changes. On our Website, we provide notice of any changes by posting the updated Agreement with a "Last Updated" date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the Offerings is permitted. If you do not agree to any change(s), you agree to stop using the Offerings, and email us at terms@goguardian.com. Otherwise, your continued use of the Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

16.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), including any applicable Supplemental Terms, constitutes the entire agreement between you and the Liminex Parties with respect to the subject matter hereof and supersedes all prior agreements between you and the Liminex Parties and any other contractual obligations any Liminex Party or you may have to the other, whether written or oral, relating to the same subject matter. We reject additional or conflicting terms of School's form-purchasing document you provide to us in connection with your procurement of access to any Offering. The headings of this Agreement are for readability only and do not constitute terms.

16.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

16.4 Severability

If any provision of this Agreement is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.

16.5 Force Majeure

Our failure to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

16.6 No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

16.7 Electronic Communications

The communications between you and Liminex or its Affiliates may take place via electronic means, whether you use an Offering or send us e-mails, or whether we post notices on or through any Offering or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

16.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.9 Notice

Where we require that you or any Authorized Users provide an e-mail address, you are responsible for ensuring that we are provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to us is not valid, or for any reason is not capable of receiving any notices required or permitted by this Agreement, our dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to us at the

following address: 8605 Santa Monica Blvd., #996559, West Hollywood, CA, 90069-4109. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.11 Export Control

You may not use, export, import, or transfer any Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Offering, and any other Applicable Laws. By using any Offering, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any Offering, or deploy any Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

16.12 Publicity

Liminex may publicly identify you as a customer of Liminex and use your name, logo, and/or trademarks in any of its advertising or marketing materials.

17. Definitions

[This Section provides definitions for certain capitalized terms that are not defined elsewhere in the Agreement.]

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

"**Account**" means an account created by or on behalf of School that is associated with one or more Offerings for which School has a Subscription, which is then used by School to manage access and use of the Offering(s) by School and its Authorized Users.

"**Activity Information**" means information about online account and activity collected at the Authorized User level in connection with Managed Devices or Accounts, including (depending on the Offering) chats (e.g., within GoGuardian Teacher); a student's browsing history; IP address; online content; screenshots; key input patterns (but not the actual inputs) to identify behaviors like gaming; information about the student's activity within a presentation or session, including engagement with and any student

content generated in the session (e.g. within Pear Deck or Pear Practice); and Your Content that is uploaded into or generated in any Offerings. Activity Information may include free text, multiple choice answers, drawings, or URLs. For Pear Assessment, information from or about any activity when an Authorized User is logged on, including audio recordings in an assessment may be collected.

"**Add-On**" means any additional license to an Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School's Subscription during a Subscription Term.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

"Applicable Law" means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the Offerings, including but not limited to the FERPA, and the Applicable Mental Health Laws.

"Applicable Mental Health Law" means any federal and state laws, rules and regulations applicable to School's suicide and self-harm program and use of GoGuardian Beacon or GoGuardian Admin (self-harm smart alerts and/or Beacon Starter), including Applicable Law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

"Association Information" means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

"Authorized Reseller" means an entity authorized by Liminex or one of its Affiliates to sell Subscriptions to one or more Offerings under the terms of this Agreement and with which School has contracted directly to purchase the Offerings.

"Authorized School Personnel" means an Authorized User who is an employee, teacher, or official of a School or a School's district.

"Authorized School Personnel Information" means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using an Offering, such as GoGuardian Teacher, unique account identifiers generated by us, and other relevant unique identifiers.

"Authorized User" means an individual who is authorized by School to use an Offering, for whom School has purchased or provisioned a Subscription, and to whom School (or, when applicable, Liminex or one of its Affiliates, at School's request) has supplied access credentials (for Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

"Confidential Information" means (a) any software utilized by us in the provision of any Offering and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (1) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (2) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (3) was independently developed by a party without breach of any obligation owed to the other party; or (4) was or is received from a third party without breach of any obligation owed to the other party.

"Content" means all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings.

"De-Identified Information" means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such De-Identified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

"**Education Records"** means "education records" as defined under the FERPA regulation 34 CFR § 99.3.

"Effective Date" means the earlier of the date you first use an Offering or otherwise enter into this Agreement.

"**GoGuardian Offering(s)"** means Liminex's suite of products and services, including Professional Services, provided under the GoGuardian brand, other than the Websites.

"Licensed Capacity" means the number of licenses to an Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering and licensing model indicated on the Order Form, the number of accounts, authorized devices, installations, or seats).

"**Liminex Information**" means (a) all De-Identified Information; and (b) any information collected by Liminex or its Affiliates independently and without access to, reference to or use of any School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

"**Liminex Parties**" means Liminex, its Affiliates, including Pear Deck Inc. and Snapwiz Inc., and each of their respective licensors, suppliers, officers, directors, employees, shareholders, agents and representatives.

"**Managed Device(s) or Account(s)**" means any device and/or account of a student or user for which School deploys or installs an Offering or seeks participation from an Offering for such purpose in accordance with the terms of this Agreement.

"**Offering**" means any product or service, including Professional Services, made available by Liminex or its Affiliates, including the GoGuardian Offerings and the Pear Deck Learning Offerings.

"**Order Form**" means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the Offering(s) to be provided and which is either executed or submitted by you, and then accepted by Liminex, one of its Affiliates or one of their Authorized Resellers. Each Order Form identifies the purchased Offering(s), any applicable Fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties.

"**Parent/Guardian Information**" means any data or information provided, submitted, or made available in an Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

"**Pear Deck Learning Offering(s)**" means Liminex's suite of products and services, including Professional Services, provided under the Pear Deck Learning brand, other than the Websites.

"**Personal Student Information**" means information provided, submitted, or made available in an Offering about a student user of a Managed Device or Account (including, the student's School-managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a School, including Education Records.

"**Professional Services**" means any supplemental technical, training, support, consulting or implementation services that Liminex or one of its Affiliates provides to you, as set forth in an Order Form. Any purchased Professional Services, whether provisioned in connection with or support of another Offering, shall be deemed an Offering hereunder.

"**School**" means the school, school district, corporation, organization, college, university, or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement, and any Affiliates of that school, school district, corporation, organization, college, university, or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

"**School Account Information**" means School Profile Information, Authorized School Personnel Information, and Association Information.

"**School Affiliate**" means any Affiliate of School that has been designated in an Order Form as authorized to access the Offerings under this Agreement.

"**School Log and Cookie Information**" means analytics, log and event information, such as IP address, internet service provider, date and time stamp, browser language, browser type, amount of time spent on particular portions of the Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of Liminex or an Affiliate.

"**School Profile Information**" means the name, email address, and phone number of the individual ordering the Offering on School's behalf, as well as the School's name, address, billing address, of the School or Authorized User, as applicable, the number of devices, number of students, and network configuration, and to the extent an Account is created for School, the password created for such Account.

"**Subscription**" means a time-limited right granted to School to access and use one or more licenses to an Offering under the terms of this Agreement.

"**Subscription Term**" means the period of time for which you subscribe (whether through a standard license or as part of a trial or beta license) to a particular Offering, as specified in an Order Form or elsewhere. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in any Order Form and any subsequent renewal Subscription Term under that or another Order Form.

"**User Documentation**" means the online user guides, documentation, and help and training materials we make accessible, including at our **Help Center** or such other URL we identify from time to time, and any other materials we provide as part of the Offerings, all as may be updated from time to time.

"**Website(s)**" means the websites of Liminex or any of its Affiliates made available online to the public that are not Offerings.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-596

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Requesting approval of a three-year contract with Pear Deck Learning for use of their interactive presentation software and assessment platform. It is utilized by faculty and approx. 1,200 of our students.

Cost to Knox County Schools

$0

Description and Type of Funding Source

310.000 General Funds

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

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Policy B-210

Submitted By: Terri Coatney

Department: Operations **Division:** School Safety

Explanation

Approve Knox County Board of Education Policy B-210 "School Board Records" as amended on one reading, waiving second reading required by Board Policy B-200

- *Recommended by Superintendent*

Fiscal Impact

Attachments

Policy B-210 Revisions

Policy B-210 Final

First Reading

Section B:	Knox County Board of Education Policy		
School Board Operations	Descriptor Term: **School Board Records**	Descriptor Code: **B-210**	Issued: **7/95**
		Reviewed: **~~8/25~~9/26**	Revised: **~~10/25~~**

The Director of Schools shall maintain all school system records required by law, regulation and board policy. Any citizen of Tennessee, state official or other authorized person shall be permitted, upon written request, at a reasonable time, to inspect all records maintained by the school district unless otherwise prohibited by law, regulation or board policy. A person who has the right to inspect a record may request and receive copies of the documents subject to the payment of reasonable cost.[1,2,3,4]

The names of persons inspecting records and the date of inspection shall be recorded.

No records pertaining to individual students will be released for inspection by the public or any unauthorized persons except for those records considered to be directory information.

The Director of Schools shall retain and dispose of school district records in accordance with the following guidelines:[2,4]

1. The Director of Schools will determine if a particular record is of permanent or temporary value in accordance with regulations promulgated by County Public Records Commission and the Tennessee Institute for Public Services records manual;[5,6]

2. Temporary value records which have been kept beyond the required time may be recommended to the Public Records Commission for destruction;[7,8]

3. The records that the State Librarian and Archivist desire to preserve in their facilities will be transferred to the State Library and Archives. The temporary value records rejected by the State Library and Archives may be transferred to another institution or destroyed;[7,8,9] and

4. Permanent records will be kept in some usable form. If the Director of Schools desires to destroy the original permanent record, these records must be reproduced by microfilming or some other permanent reproduction method. Permission to destroy any original digital permanent record after microfilming follows the same procedure noted above for temporary records.[6,8]

5. The Director of Schools shall establish procedures to safeguard against the unlawful destruction or removal of records.[8]

6. Intentional misuse of Criminal History Record Information (CHRI) is not permitted and all allegations of same will be investigated. Use of CHRI for any purpose other than what is allowed by federal or state law is misuse. If misuse is discovered through an investigation, appropriate action will be taken. Additionally, misuse of CHRI shall be reported to the Tennessee Bureau of Investigation.

7. On a quarterly basis, the Director of Schools shall provide to the Board for the purposes of a public report, the total number of incidents reported (for the quarter and year-to-date) to a state or local law enforcement agency that require notice to parents/legal guardians.[10]

8. In accordance with T.C.A. § 49-6-4303, the Director of Schools shall require each school to maintain a written or electronic record of each classroom evacuation involving the removal of some or all students from a classroom or instructional aea due to a potential safety concern or substantial interruption of instruction resulting from the violent, aggressive, or severely disruptive behavior of another student. The record maintained shall include:

    a. The date and time of the classroom evacuation;

    b. The number of students evacuated;

    c. The time and manner of parental notifications; and

    d. The staff member responsible for issuing parental notifications.[11]

Legal References:

1. T.C.A. § 49-2-301(f).
2. T.C.A. § 10-7-504.
3. T.C.A. § 10-7-506.
4. T.C.A. § 49-2-104.
5. T.C.A. § 10-7-401.
6. T.C.A. § 10-7-406.
7. T.C.A. § 10-7-404.
8. T.C.A. § 10-7-413.
9. T.C.A. § 10-7-414.
10. T.C.A. § 49-6-2704.
~~10.~~11. T.C.A. § 49-6-4303(e).

First Reading

Section B: School Board Operations	Knox County Board of Education Policy		
	Descriptor Term: **School Board Records**	Descriptor Code: **B-210**	Issued: **7/95**
		Reviewed: **9/26**	Revised:

The Director of Schools shall maintain all school system records required by law, regulation and board policy. Any citizen of Tennessee, state official or other authorized person shall be permitted, upon written request, at a reasonable time, to inspect all records maintained by the school district unless otherwise prohibited by law, regulation or board policy. A person who has the right to inspect a record may request and receive copies of the documents subject to the payment of reasonable cost.[1,2,3,4]

The names of persons inspecting records and the date of inspection shall be recorded.

No records pertaining to individual students will be released for inspection by the public or any unauthorized persons except for those records considered to be directory information.

The Director of Schools shall retain and dispose of school district records in accordance with the following guidelines:[2,4]

1. The Director of Schools will determine if a particular record is of permanent or temporary value in accordance with regulations promulgated by County Public Records Commission and the Tennessee Institute for Public Services records manual;[5,6]

2. Temporary value records which have been kept beyond the required time may be recommended to the Public Records Commission for destruction;[7,8]

3. The records that the State Librarian and Archivist desire to preserve in their facilities will be transferred to the State Library and Archives. The temporary value records rejected by the State Library and Archives may be transferred to another institution or destroyed;[7,8,9] and

4. Permanent records will be kept in some usable form. If the Director of Schools desires to destroy the original permanent record, these records must be reproduced by microfilming or some other permanent reproduction method. Permission to destroy any original digital permanent record after microfilming follows the same procedure noted above for temporary records.[6,8]

5. The Director of Schools shall establish procedures to safeguard against the unlawful destruction or removal of records.[8]

6. Intentional misuse of Criminal History Record Information (CHRI) is not permitted and all allegations of same will be investigated. Use of CHRI for any purpose other than what is allowed by federal or state law is misuse. If misuse is discovered through an investigation, appropriate action will be taken. Additionally, misuse of CHRI shall be reported to the Tennessee Bureau of Investigation.

7. On a quarterly basis, the Director of Schools shall provide to the Board for the purposes of a public report, the total number of incidents reported (for the quarter and year-to-date) to a state or local law enforcement agency that require notice to parents/legal guardians.[10]

8. In accordance with T.C.A. § 49-6-4303, the Director of Schools shall require each school to maintain a written or electronic record of each classroom evacuation involving the removal of some or all students from a classroom or instructional aea due to a potential safety concern or substantial interruption of instruction resulting from the violent, aggressive, or severely disruptive behavior of another student. The record maintained shall include:

    a. The date and time of the classroom evacuation;

    b. The number of students evacuated;

    c. The time and manner of parental notifications; and

    d. The staff member responsible for issuing parental notifications.[11]

Legal References:

1. T.C.A. § 49-2-301(f).
2. T.C.A. § 10-7-504.
3. T.C.A. § 10-7-506.
4. T.C.A. § 49-2-104.
5. T.C.A. § 10-7-401.
6. T.C.A. § 10-7-406.
7. T.C.A. § 10-7-404.
8. T.C.A. § 10-7-413.
9. T.C.A. § 10-7-414.
10. T.C.A. § 49-6-2704.
11. T.C.A. § 49-6-4303(e).

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Policy C-260 and C-261

Submitted By: Terri Coatney

Department: Board of Education/Superintendent

Explanation

Approve change of descriptor code on Board Policy C-260 "Sexual Harassment and Sex-Based Discrimination" to C-261 on one reading, waiving second reading required by Board Policy B-200 - *Recommended by Superintendent*

Fiscal Impact

Attachments

Policy C-260 Revisions

Policy C-260 Final

First Reading

Section:	Knox County Board of Education Policy		
Human Resources	Descriptor Term: **Sexual Harassment and Sex-Based Discrimination**	Descriptor Code: **C-2601**	Issued: **7/23**
		Reviewed: **~~11/24~~9/26**	Revised: **~~4/24~~**

PURPOSE

Knox County Schools does not discriminate on the basis of sex in its education programs and activities. The purpose of this policy is to prohibit sexual harassment and sex-based discrimination and outline guidelines for identifying, addressing, and disciplining sexual harassment and sex-based discrimination.

SCOPE

This policy applies to all Knox County School students, district employees, and other third parties as it relates to interactions with or between students.

DEFINITIONS

Title IX of the Education Amendments of 1972 (Title IX) specific definitions:

1. **Complainant** is an individual who is alleged to be the victim of conduct that could constitute a violation of this policy.

2. **Respondent** is an individual who has been reported to be the perpetrator of conduct that could constitute a violation of this policy.

3. **Discrimination** means unlawful treatment, including harassment and sexual misconduct, toward an individual based on classifications protected by state and federal laws which includes but is not limited to discrimination based on sex.

4. **Formal Complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. The formal complaint must contain the complainant's physical or digital signature. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail.

5. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

    a. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

    b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;

c. Activity that meets the definitions of sexual assault as defined in 20 U.S.C 1092(f)(6)(A)(v), dating violence as defined in 34 U.S.C. 12291(a)(10), domestic violence as defined in 34 U.S.C. 12291(a)(8), or stalking as defined in 34 U.S.C. 12292(a)(30).

d. Behaviors that constitute sexual harassment may include, but are not limited to:

1. Sexually suggestive remarks;

2. Verbal harassment or abuse;

3. Sexually suggestive pictures;

4. Sexually suggestive gesturing;

5. Harassing or sexually suggestive or offensive messages which are written and/or electronic;

6. Subtle or direct propositions for sexual favors; and

7. Touching of a sexual nature.

6. **Supportive Measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

REPORTING

Alleged victims of sexual harassment or sex-based discrimination, or their parents or legal guardians, shall report these incidents immediately to the Principal, building level administrator, or Title IX Coordinator. Any reports made to staff should be forwarded to the Principal or building level administrator immediately but no later than 24 hours of the expressed concern. Anonymous reports may be made; however, disciplinary action may not be based solely on an anonymous report. Formal complaints of sexual harassment may be filed with the Title IX Coordinator in person, via mail, or email at titleix@knoxschools.org, or by visiting http://www.knoxschools.org/titleix and completing the online Title IX incident report form.

Any employee or member of the board of education who has knowledge of sexual harassment or allegations of sexual harassment occurring in the education program, any activity of the school system, or the work environment must report that information immediately to the Title IX Coordinator.

GRIEVANCE PROCESS

The District shall establish a Title IX grievance procedure to resolve Title IX complaints adequately, reliably, impartially, and promptly. The Title IX grievance procedure shall be updated and published on the District's website in accordance with Title IX requirements. For more information regarding Title IX, visit https://www.knoxschools.org/titleix.

Legal References:

1. 34 CFR § 106 et seq.
2. 20 U.S.C. § 1092.
3. 34 U.S.C. § 12291.

Cross References:

- Knox County Board of Education Policies G-220, J-110, J-210, J-211.

First Reading

Section:	Knox County Board of Education Policy		
Human Resources	Descriptor Term: **Sexual Harassment and Sex-Based Discrimination**	Descriptor Code: **C-261**	Issued: **7/23**
		Reviewed: **9/26**	Revised:

PURPOSE

Knox County Schools does not discriminate on the basis of sex in its education programs and activities. The purpose of this policy is to prohibit sexual harassment and sex-based discrimination and outline guidelines for identifying, addressing, and disciplining sexual harassment and sex-based discrimination.

SCOPE

This policy applies to all Knox County School students, district employees, and other third parties as it relates to interactions with or between students.

DEFINITIONS

Title IX of the Education Amendments of 1972 (Title IX) specific definitions:

1. **Complainant** is an individual who is alleged to be the victim of conduct that could constitute a violation of this policy.

2. **Respondent** is an individual who has been reported to be the perpetrator of conduct that could constitute a violation of this policy.

3. **Discrimination** means unlawful treatment, including harassment and sexual misconduct, toward an individual based on classifications protected by state and federal laws which includes but is not limited to discrimination based on sex.

4. **Formal Complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. The formal complaint must contain the complainant's physical or digital signature. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail.

5. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

    a. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

    b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;

c. Activity that meets the definitions of sexual assault as defined in 20 U.S.C 1092(f)(6)(A)(v), dating violence as defined in 34 U.S.C. 12291(a)(10), domestic violence as defined in 34 U.S.C. 12291(a)(8), or stalking as defined in 34 U.S.C. 12292(a)(30).

d. Behaviors that constitute sexual harassment may include, but are not limited to:

1. Sexually suggestive remarks;

2. Verbal harassment or abuse;

3. Sexually suggestive pictures;

4. Sexually suggestive gesturing;

5. Harassing or sexually suggestive or offensive messages which are written and/or electronic;

6. Subtle or direct propositions for sexual favors; and

7. Touching of a sexual nature.

6. **Supportive Measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

REPORTING

Alleged victims of sexual harassment or sex-based discrimination, or their parents or legal guardians, shall report these incidents immediately to the Principal, building level administrator, or Title IX Coordinator. Any reports made to staff should be forwarded to the Principal or building level administrator immediately but no later than 24 hours of the expressed concern. Anonymous reports may be made; however, disciplinary action may not be based solely on an anonymous report. Formal complaints of sexual harassment may be filed with the Title IX Coordinator in person, via mail, or email at titleix@knoxschools.org, or by visiting http://www.knoxschools.org/titleix and completing the online Title IX incident report form.

Any employee or member of the board of education who has knowledge of sexual harassment or allegations of sexual harassment occurring in the education program, any activity of the school system, or the work environment must report that information immediately to the Title IX Coordinator.

GRIEVANCE PROCESS

The District shall establish a Title IX grievance procedure to resolve Title IX complaints adequately, reliably, impartially, and promptly. The Title IX grievance procedure shall be updated and published on the District's website in accordance with Title IX requirements. For more information regarding Title IX, visit https://www.knoxschools.org/titleix.

Legal References:

1. 34 CFR § 106 et seq.
2. 20 U.S.C. § 1092.
3. 34 U.S.C. § 12291.

Cross References:

- Knox County Board of Education Policies G-220, J-110, J-210, J-211.

Policies 7. C.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

New Policy C-260

Submitted By: Terri Coatney

Department: Business & Talent **Division:** Benefits & Employee Relations

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Explanation

Approve new Knox County Board of Education Policy C-260 "Equal Opportunity and Anti-Discrimination" on one reading, waiving second reading required by Board Policy B-200 - *Recommended by Superintendent*

Fiscal Impact

Attachments

Proposed New Policy C-260

First Reading

Section:	Knox County Board of Education Policy		
General School Administration	Descriptor Term: **Equal Opportunity and Anti-Discrimination**	Descriptor Code: **C-260**	Issued: **NEW**
		Reviewed:	Revised:

Knox County Schools does not discriminate in its educational programs, activities, services, or employment practices on the basis of race, color, religion, creed, national origin, shared ancestry, ethnicity, sex, pregnancy, disability, age, genetic information, veteran status, or any other classification protected by applicable federal or state law.[1-10]

Knox County Schools is committed to maintaining educational programs, activities, services, and employment practices free from unlawful discrimination, harassment, and retaliation.

The purpose of this policy is to establish guidelines for reporting, investigating, and resolving complaints of unlawful discrimination, harassment, and retaliation.

This policy applies to all individuals participating in or seeking to participate in Knox County Schools educational programs, activities, services, or employment practices.

DEFINITIONS

- **Discrimination** is defined as excluding an individual from participation in, denying the benefits of, subjecting an individual to different treatment in, or otherwise adversely affecting an individual's access to or participation in any educational program, activity, service, or employment practice because of a classification protected by applicable federal or state law.

- **Harassment** is defined as unwelcome verbal, written, graphic, electronic, or physical conduct based on a protected classification that is sufficiently severe or pervasive, or otherwise constitutes unlawful harassment under applicable federal or state law, so as to interfere with, limit, or deny an individual's ability to participate in or benefit from an educational program, activity, service, or employment.

- **Retaliation** is defined as intimidation, threats, coercion, discrimination, or other adverse action against an individual because the individual reported alleged discrimination or harassment, participated in an investigation or proceeding, or exercised rights protected by applicable federal or state law.

- **Antisemitism** is defined through as the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism, as “a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”

REPORTING AND COMPLAINT RESOLUTION

Individuals who believe they have been subjected to discrimination, harassment, or retaliation prohibited by this policy, or their parent(s)/legal guardian(s), should promptly report the alleged conduct to the appropriate principal, building level administrator, supervisor, or the Title VI Coordinator. Reports may be made orally or in writing.

Any employee who receives such a report shall promptly notify the Title VI Coordinator.

The Superintendent shall designate a Title VI Coordinator and publish the Coordinator's name, title, telephone number, and email address in accordance with applicable law.

The Superintendent shall establish administrative procedures for the prompt and equitable resolution of complaints arising under this policy.

Complaints alleging sex discrimination or sex-based harassment shall be addressed in accordance with Board Policy C-260 and its accompanying administrative procedures.

Complaints alleging disability discrimination under the Americans with Disabilities Act (ADA) shall be referred to the District's designated ADA Coordinator. Complaints involving students under Section 504 of the Rehabilitation Act of 1973 shall be referred to the District's designated Section 504 Coordinator. Such complaints shall be addressed in accordance with applicable Board policies and administrative procedures.

_____

Legal References:

1. Title VI of the *Civil Rights Act of 1964*.
2. Title VII of the *Civil Rights Act of 1964*.
3. Title IX of the Education Amendments of 1972.
4. Age Discrimination Act of 1975.
5. Age Discrimination in Employment Act of 1967.
6. Genetic Information Nondiscrimination Act of 2008.
7. Section 504 of the *Rehabilitation Act of 1973*.
8. Americans with Disabilities Act of 1990.
9. 42 U.S.C. § 1981.
10. Uniformed Services Employment and Reemployment Rights Act (USERRA).
11. T.C.A. § 49-7-181.
12. T.C.A. § 49-50-1802.

Cross References:

1. Knox County Board of Education Policy J-110 Equal Educational Opportunities.
2. Knox County Board of Education Policy J-210 Harassment of Students.
3. Knox County Board of Education Policy C-260 Sexual Harassment & Sex-Based Discrimination.
4. Knox County Board of Education Policy G-220 Harassment of Employees.

Grants 8. A.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Tennessee Department of Education State Special Education Preschool Grant

Submitted By: Terri Coatney

Department: Student Success **Division:** Special Education

Explanation

Approve Tennessee Department of Education Fiscal Year 2027 State Special Education Preschool Grant in the amount of $894,550.91 - *Recommended by Superintendent*

Fiscal Impact

Attachments

Detail

Fiscal Note

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	8/13/2026 12:18:52 PM	Shelley Jenkins	Status changed to 'Revision Completed'.	S
	7/22/2026 12:39:13 PM	Holly Kellar	Status changed to 'Revision Started'.	S

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - Allocations

Allocation Type	(1) State Special Education Preschool Grant	Total
Original	$894,550.91	$894,550.91
Incoming Carryover	$0.00	$0.00
Outgoing Carryover	$0.00	$0.00
Reallocated	$0.00	$0.00
Additional	$0.00	$0.00
Released	$0.00	$0.00
Consortium	$0.00	$0.00
Forfeited	$0.00	$0.00
FER Released	$0.00	$0.00
Total	$894,550.91	$894,550.91

Overview Page

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - Allocations

User Access

LEA roles can be assigned by the district user access administrators (listed in the Address Book) or the ePlan.Help@tn.gov team.

Click here to access the LEA user access form.

Workflow and Notifications

Not Started	The application cannot be edited until the draft is started. LEA State Special Education Preschool Grant Director, LEA Fiscal Representative, or LEA Authorized Representative roles can move the application into Draft Started status.
Draft Started	The LEA State Special Education Preschool Grant Director, LEA Fiscal Representative or LEA Authorized Representative can edit the CFA in the Draft Started status (or Revision Started for revisions).
Draft Completed	The LEA State Special Education Preschool Grant Director can click Draft Completed (or Revision Completed for revisions)
LEA Fiscal Representative Approved or Not Approved	The LEA Fiscal Representative can click Approved or Not Approved.
LEA Authorized Representative Approved or Not Approved	The LEA Authorized Representative can click Approved or Not Approved.
TDOE State Special Education Preschool Grant Reviewer Approved or Not Approved	The TDOE State Special Education Preschool Grant Reviewer can click Approved or Not Approved.
TDOE State Special Education Preschool Grant Director Approved or Returned Not Approved	The TDOE State Special Education Preschool Grant Director can click Approved or Not Approved.

Resources

Click here to open the Technical Application Guide.

TDOE Contacts

Program Director	Amanda.N.Mason@tn.gov
District Technology (SSO Support)	DT.Support@tn.gov
User access or Technical Assistance	ePlan.Help@tn.gov

Program Details

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Instructions

Please complete the following charts to reflect the preschool programming available to children with disabilities in our district. Please use the following definitions to ensure accurate reporting of information.

LEA-Operated Preschool: A classroom serving children ages 3-5, not in kindergarten and certified by the Tennessee Department of Education. The LEA is responsible for appropriating funds to operate the classroom. This may include Voluntary Pre-K (VPK), Head Start, Title I, comprehensive preschool, and locally- funded or tuition-based classrooms.

General Education Preschool: A general education setting must have a daily roster with at least 50% of children who do not have an IEP. Instruction is delivered using an approved curriculum aligned to state standards and is designed to support the learning and development of all children. Children with IEPs who are served in general education settings receive access to the general education curriculum, with supplementary aids and services and specially designed instruction provided as outlined in the individualized education program (IEP).

Special Education (Comprehensive) Preschool: A special education setting is designed for children who have an IEP and require a modified replacement of core instruction. Instruction is delivered using an approved curriculum, which is modified and adapted to address the child's individualized needs and IEP goals. Instruction remains aligned to state standards and is implemented using instructional adaptations, individualized supports, and specially designed instruction as outlined in the IEP.

1. Number of LEA-Operated Preschool Classrooms by Type

89 General Education

0 Special Education

* 2. Number of Preschool Children with Disabilities Enrolled in an LEA-Operated General Education Setting

647

* 3. Number of Preschool Children with Disabilities Enrolled in a General Education Setting Not Operated by the LEA

140

* 4. Number of Preschool Children with Disabilities Enrolled in an LEA-Operated Special Education Setting

0

* 5. Number of Preschool Children with Disabilities Receiving Drop-In / Walk-in Services

155

* 6. Do your general education and special education preschool classrooms utilize the same state-approved comprehensive curriculum?

Yes

* 7. Select the state-approved comprehensive curriculum utilized in general education preschool classrooms.

Connect4Learning

* 8. Select the state-approved comprehensive curriculum utilized in special education preschool classrooms.

Connect4Learning

* 9. Do your general education and special education preschool classrooms utilize the same department-approved sounds-first curriculum?

Yes

* 10. Please indicate the department-approved sounds-first curriculum utilized in general education preschool classrooms.

Heggerty

* 11. Please indicate the department-approved sounds-first curriculum utilized in special education preschool classrooms.

Heggerty

* 12. Do your general education and special education preschool classrooms utilize the same department-approved personal safety curriculum?

Yes

* 13. Please indicate the department-approved personal safety curriculum utilized in general education preschool classrooms.

Second Step

* 14. Please indicate the department-approved personal safety curriculum utilized in special education preschool classrooms.

Second Step

* 15. Describe how your district engage in cross-collaboration with general education preschool options within the district or community, including Voluntary Pre-K, Head Start, private preschools, and child care centers.

We offer a full continuum of services for students within the district. This continuum includes itinerate speech/language services, direct and consultative support within a general education setting (including blended preschool, co-taught preschool, transition preschool, Head Start, VPK, Title 1 and private preschools), and homebound services as needed. We currently provide all related services, consultative services and limited direct services for our SWD in VPK, Title 1, Head Start and private preschool programs. Our proposed grant includes positions to increase opportunities for SWD participating outside our Blended, co-taught, and transition preschool programs to ensure a full continuum of services is available regardless of program type.

* 16. Describe how your district collaborates with the Tennessee Early Intervention System (TEIS) to ensure preschool children experience effective and timely transitions to Part B services.

KCS has a very efficient, family friendly, effective process from TEIS to Part B services. KCS reaches out to families to schedule a TPC 3 to 9 months before a child's third birthday, following the TPC we contact families to schedule an evaluation, conduct the evaluation, and hold an eligibility meeting and IEP if necessary before the child's 3rd birthday.

Revision Program Details

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Instructions

Please complete the following chart to reflect the preschool programming available to children with disabilities in your district. Please use the following definitions to ensure accurate reporting of information.

Non-VPK General Education Teachers: An educator responsible for providing general education instruction in a TDOE certified preschool program which is not classified as a Voluntary Pre-K (VPK) classroom. Classrooms which are braided with VPK seats should not be listed.

Comprehensive Preschool Teachers: This includes educators responsible for providing special education services to preschool students with disabilities in an LEA-operated special education setting.

Early Childhood Special Education Service Providers Supporting Preschool SWDs Enrolled in General Education Settings: This includes educators responsible for providing special education services to preschool students with disabilities enrolled in LEA-operated or community based general education preschool settings. This includes but is not limited to special educators providing services to preschool children with disabilities enrolled in VPK, Head Start, private preschools, or while serving in a dual role as the general education teacher.

Instructions for completing the chart when a teacher is considered an early childhood special education service provider supporting preschool SWDs enrolled in general education settings:

- **# of Educational Assistants / Paraeducators:** For early childhood special education service providers supporting preschool SWDs enrolled in general education settings, this refers to the number of individuals under the direct supervision of the certified special educator. Oftentimes, these individuals are providing support to students with disabilities within the general education settings.
- **Total # of Preschool SWDs Enrolled:** For early childhood special education service providers supporting preschool SWDs enrolled in general education settings, this refers to the total number of preschool SWDs served by the educator.
- **School Location:** For early childhood special education service providers supporting preschool SWDs enrolled in general education settings, this refers to the location(s) where the special educator provides services to preschool students with disabilities. If the educator provides services at multiple locations, all locations should be listed. If the special educator provides services in community-based settings such as child care centers, Head Start, or family child care homes, you may indicate "community-based settings" rather than listing each program by name.

1.

Teacher Type	Name	# of Educational Assistants / Paraeducators	Total # of Preschool SWDs Enrolled	Teacher License Number	Teacher Endorsement #s	School Location
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kelsey Parton	2	10	747092	468	Adrian Burnett Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emilee Osland	2	9	754802	459 468	Amherst Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amy McKeehan	2	9	254164	002 101 468	Bonny Kate Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Katherine Hill	2	7	764319	2001	Brickey McCloud Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Delanie Krantz	2	4	749069	144 461 2001	Brickey McCloud Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kimberly Deese	3	11	746946	120 244 145 2000	Brickey McCloud Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emily Lewis	2	13	294142	402 460 461 2000	Carter Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Molly Schmidt	2	7	720103	459	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jennifer Schaper	2	7	733932	468	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Michelle Alexander	2	6	756835	120 144 459 467	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jo Lynch	2	8	206004	120 459 460	Cedar Bluff Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Marna Young	2	10	623711	460 461 467 499 2000	Christenberry Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emily Whitmire	2	8	764381	467	Christenberry Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Samantha LeDuc Richards	2	3	737232	2001	Copper Ridge Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Charly Cooper	2	4	718852	144 145 461 2000	Dogwood Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amber Myers	2	6	756654	2000	Dogwood Elementary
Non-VPK General Education Teacher	Laura Wright	1	4	222990	002 101 403	Dogwood Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kristi Letsinger	2	10	255595	402 215	East Knox Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Christina Chapman	2	7	529109	460 499 2000	Fair Garden
Non-VPK General Education Teacher	Cheryl Richardson	1	2	222990	101 403 002	Fair Garden
Non-VPK General Education Teacher	LaChrisha Carnegie	1	1	753743	467	Fair Garden
Non-VPK General Education Teacher	Angela Hamstead	1	2	267088	403	Fair Garden
Non-VPK General Education Teacher	Lori Haynes	1	2	280530	403	Fair Garden
Non-VPK General Education Teacher	Elisha Yates	1	1	223761	402 467	Fair Garden
Non-VPK General Education Teacher	Jennifer Hackett	1	1	173964	497	Fair Garden
Non-VPK General Education Teacher	Bonnie Fulk	1	1	167570	403 467	Fair Garden
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Marianne Benson	2	9	215354	402 465	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jessica Frazier-Rhodes	2	9	716677	467 468	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kimberly Davis	2	5	177457	463 2000	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kimberly Mahoney Gorsuch	2	9	728441	144 145 461 2000	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Nathalie Murphy	1	4	714874	459 467	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Courtney Luttrell	2	10	571535	120 459	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Meredith Deterding	2	7	756653	468	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Leah Taylor	2	9	740415	144 2000	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Madeline Finkis	2	8	749626	468	Fort Sanders
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Deborah Russell	3	11	261869	460 461 2000	Gibbs Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Emily Souza	3	8	750039	144 145 461 490 2000	Halls Elementary
Non-VPK General Education Teacher	Angela Hazen	1	1	245207	403	Inskip Elementary

Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Sheila Ogle	2	4	293835	403 465	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Mary Katherine Stryk	2	6	226868	402 460 461 2000	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jena Webb	2	5	539548	468	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Corinne Koullen	2	5	727702	120 467 468 490	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amy Kennedy	2	5	578306	467 473 499	Karns Preschool
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Sarah Shipman	2	5	744407	468	Lonsdale Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Latisha Welles	2	11	620582	468	Lonsdale Elementary
Non-VPK General Education Teacher	Alyssa Parker	1	2	610759	467 490	Lonsdale Elementary
Non-VPK General Education Teacher	Porscha Settlemyer	1	4	611038	467	Lonsdale Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Gretchen McCord	2	7	637870	460 461 499 2000	Mill Creek Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Vanessa Draeger	2	5	594762	459 467	Mill Creek Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Jennifer Strickland	2	10	744459	468	Moreland Heights Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Trina Thompson	2	4	716511	459 461	Northshore Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Kyle Blum	3	3	751877	461	Northshore Elementary
Non-VPK General Education Teacher	Sierra Carson	1	2	719199	459 467	Pond Gap Elementary
Non-VPK General Education Teacher	Tracyee Maynard	1	0	221299	101 467	Sarah Moore Greene
Non-VPK General Education Teacher	Usha O'Connor-Salvemini	1	0	530325	467 499	Sarah Moore Greene
Non-VPK General Education Teacher	Pamela Hall	1	1	595114	467 499	Sunnyview Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Elizabeth Fortenberry	2	15	733881	199 467 2000	Sunnyview Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Reagan Riley	2	8	760706	459 467	West Haven Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Shannon Ciciotti	2	5	732073	120 144 459 467	West Hills Elementary
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Amy Levy	3	12	197433	402 460 2000	West Hills Elementary
Non-VPK General Education Teacher	Roger Duncan	1	2	580809	120 499	Fair Garden
Early Childhood Special Education Service Provider Supporting Preschool SWDs Enrolled in General Education Setting	Danielle Schmitt	2	9	561109	461 467	Karns Preschool

2. The LEA confirms that Comprehensive Preschool classrooms only enroll preschool children with disabilities. Children without disabilities are not enrolled in Comprehensive Preschool classrooms.
Agree

Budget

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Account Number	Total
71200 - Special Education Program	$505,123.78
72120 - Health Services	$0.00
72130 - Other Student Support	$0.00
72220 - Support Services/Special Education Program	$389,427.13
72410 - Office of the Principal	$0.00
72710 - Transportation	$0.00
Total	$894,550.91
Adjusted Allocation	$894,550.91
Remaining	$0.00

Budget Detail

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

71200 - Special Education Program - $505,123.78

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	Funds will provide 1 FTE Dual Certified Special Education PreK Teacher for co-taught blended preschool classrooms, 1 FTE General Education or Dual Certified Preschool Community Based Teacher, and 1 FTE itinerary, Special Education PreK Teacher to support students with IEPs at voluntary PreK and Title I preschools. Positions funded will only be serving preschool aged students (ages 3-5) enrolled in Knox County Schools or in the evaluation/Child Find process. TOTAL FTE 3
Line Item Number:	116 - Teachers	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$169,400.00	
Line Item Total:	$169,400.00	
Account Number:	71200 - Special Education Program	Funds will be used to provide 7 FTE Special Education Educational Assistants for the Special Education Blended Preschool Classrooms. Positions funded will only be serving preschool aged students (ages 3-5) enrolled in Knox County Schools or in the evaluation/Child Find process. TOTAL FTE 7
Line Item Number:	163 - Educational Assistants	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$189,487.00	
Line Item Total:	$189,487.00	
Account Number:	71200 - Special Education Program	Funds will be used to provide certified substitutes for Special Education Preschool staff to attend professional development and training.
Line Item Number:	195 - Certified Substitute Teachers	
Optional Program		

Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$2,500.00	
Line Item Total:	$2,500.00	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries. Rate 6.2%
Line Item Number:	201 - Social Security	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$22,984.21	
Line Item Total:	$22,984.21	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	204 - State Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$10,773.84	
Line Item Total:	$10,773.84	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item	206 - Life Insurance	

Number:		
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$1,080.00	
Line Item Total:	$1,080.00	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	207 - Medical Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$88,650.00	
Line Item Total:	$88,650.00	
Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	208 - Dental Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$840.00	
Line Item Total:	$840.00	

Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	211 - Local Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$12,051.37	
Line Item Total:	$12,051.37	

Account Number:	71200 - Special Education Program	Fringe Benefits for listed salaries.
Line Item Number:	212 - Employer Medicare	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$5,240.11	
Line Item Total:	$5,240.11	

Account Number:	71200 - Special Education Program	To pay for a range of adaptive and instructional materials to support Special Education Preschool students IEPs such as: $1,117.25 Fine motor and developmental supports (e.g. adaptive scissors, grippers, adaptive paintbrushes, magnetic blocks) $1000 Activity Center materials such as dramatic play, sensory exploration, active play, puzzles, science, social studies and math instructional items under $100 each.
Line Item Number:	429 - Instructional Supplies & Materials	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$2,117.25	

Line Item Total:	$2,117.25		
		Total for 71200 - Special Education Program:	$505,123.78
		Total for all other Account Numbers:	$389,427.13
		Total for all Account Numbers:	$894,550.91
		Adjusted Allocation:	$894,550.91
		Remaining:	$0.00

Budget Detail

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

72220 - Support Services/Special Education Program - $389,427.13

Budget Detail		Narrative Description
Account Number:	72220 - Support Services/Special Education Program	Funds will provide 1 FTE Speech Pathologist to work with Preschool SWD with direct services related to speech and assistive technology. FTE 1
Line Item Number:	171 - Speech Pathologist	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$57,815.00	
Line Item Total:	$57,815.00	
Account Number:	72220 - Support Services/Special Education Program	To pay salaries for: 1 FTE Autism Support Staff 1 FTE Inclusion Coach 1 Special Education PreK Facilitator Positions funded will only be serving preschool aged students (ages 3-5) enrolled in Knox County Schools or in the evaluation/Child Find process. Total FTE 3
Line Item Number:	189 - Other Salaries & Wages	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$224,525.00	
Line Item Total:	$224,525.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries. Rate 6.2%
Line Item Number:	201 - Social Security	
Optional Program		

Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$18,306.62	
Line Item Total:	$18,306.62	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	204 - State Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$17,956.82	
Line Item Total:	$17,956.82	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	206 - Life Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$300.00	
Line Item Total:	$300.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item	207 - Medical Insurance	

Number:		
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$29,550.00	
Line Item Total:	$29,550.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	208 - Dental Insurance	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$300.00	
Line Item Total:	$300.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries.
Line Item Number:	211 - Local Retirement	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$5,000.00	
Line Item Total:	$5,000.00	

Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for listed salaries. Rate 1.45%
Line Item Number:	212 - Employer Medicare	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$4,173.69	
Line Item Total:	$4,173.69	
Account Number:	72220 - Support Services/Special Education Program	Travel supplement for listed personnel to travel between assigned schools and central office.
Line Item Number:	355 - Travel	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$5,500.00	
Line Item Total:	$5,500.00	
Account Number:	72220 - Support Services/Special Education Program	Funds will be utilized to purchase supplies for preschool SWD in VPK, Title 1, and Integrated Preschool classrooms such as classroom carpets, storage containers, and timers. No purchases will be made for items that exceed $100 each.
Line Item Number:	499 - Other Supplies and Materials	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$2,000.00	

Line Item Total:	$2,000.00	
Account Number:	72220 - Support Services/Special Education Program	Professional Development funds will be utilized to send teachers, related service providers, and district preschool leaders to State Special Education and Student Support Access Conference and the Early Childhood Bridge Conference. Costs will include hotel, mileage, and a daily per diem. KCS has approximately 100 preschool teachers (VPK, Title 1 and SPED). This cohort of participants will bring back new information to share with the entire preschool department during District Learning Days, in-service opportunities, and monthly dept. meetings.
Line Item Number:	524 - In-Service / Staff Development	
Optional Program Code:		
Location Code:	Knox County Schools (470)	
Quantity:	1.00	
Cost:	$24,000.00	
Line Item Total:	$24,000.00	

Total for 72220 - Support Services/Special Education Program:	$389,427.13
Total for all other Account Numbers:	$505,123.78
Total for all Account Numbers:	$894,550.91
Adjusted Allocation:	$894,550.91
Remaining:	$0.00

Budget Overview

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Filter by Location: All - $894,550.91

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
116 - Teachers	169,400.00		169,400.00
163 - Educational Assistants	189,487.00		189,487.00
171 - Speech Pathologist	0.00	57,815.00	57,815.00
189 - Other Salaries & Wages	0.00	224,525.00	224,525.00
195 - Certified Substitute Teachers	2,500.00		2,500.00
201 - Social Security	22,984.21	18,306.62	41,290.83
204 - State Retirement	10,773.84	17,956.82	28,730.66
206 - Life Insurance	1,080.00	300.00	1,380.00
207 - Medical Insurance	88,650.00	29,550.00	118,200.00
208 - Dental Insurance	840.00	300.00	1,140.00
211 - Local Retirement	12,051.37	5,000.00	17,051.37
212 - Employer Medicare	5,240.11	4,173.69	9,413.80
355 - Travel		5,500.00	5,500.00
429 - Instructional Supplies & Materials	2,117.25		2,117.25
499 - Other Supplies and Materials	0.00	2,000.00	2,000.00
524 - In-Service / Staff Development		24,000.00	24,000.00
Total	505,123.78	389,427.13	894,550.91
		Adjusted Allocation	894,550.91
		Remaining	0.00

Budget Overview Plus/Minus

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Filter by Location: All - $894,550.91

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
116 - Teachers	169,400.00 +$169,399.99		169,400.00 +$169,399.99
163 - Educational Assistants	189,487.00 +$189,487.00		189,487.00 +$189,487.00
171 - Speech Pathologist	0.00	57,815.00 +$57,815.00	57,815.00 +$57,815.00
189 - Other Salaries & Wages	0.00	224,525.00 +$224,525.00	224,525.00 +$224,525.00
195 - Certified Substitute Teachers	2,500.00 +$2,500.00		2,500.00 +$2,500.00
201 - Social Security	22,984.21 +$22,984.21	18,306.62 +$18,306.62	41,290.83 +$41,290.83
204 - State Retirement	10,773.84 +$10,773.84	17,956.82 +$17,956.82	28,730.66 +$28,730.66
206 - Life Insurance	1,080.00 +$1,080.00	300.00 +$300.00	1,380.00 +$1,380.00
207 - Medical Insurance	88,650.00 +$88,650.00	29,550.00 +$29,550.00	118,200.00 +$118,200.00
208 - Dental Insurance	840.00 +$840.00	300.00 +$300.00	1,140.00 +$1,140.00
211 - Local Retirement	12,051.37 +$12,051.37	5,000.00 +$5,000.00	17,051.37 +$17,051.37
212 - Employer Medicare	5,240.11 +$5,240.11	4,173.69 +$4,173.69	9,413.80 +$9,413.80
355 - Travel		5,500.00 +$5,500.00	5,500.00 +$5,500.00

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
429 - Instructional Supplies & Materials	2,117.25 +$2,117.25		2,117.25 +$2,117.25
499 - Other Supplies and Materials	0.00	2,000.00 +$2,000.00	2,000.00 +$2,000.00
524 - In-Service / Staff Development		24,000.00 +$24,000.00	24,000.00 +$24,000.00
Total	505,123.78 +$505,123.77	389,427.13 +$389,427.13	894,550.91 +$894,550.90
		Adjusted Allocation	894,550.91
		Remaining	0.00

Related Documents

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Required Documents

Type	Document Template	Document/Link
(State Special Education Preschool) Pre-K Exclusionary Discipline Policy [Upload at least 1 document(s)]	N/A	KCS Model Discipline Policy for Preschool
(State Special Education Preschool) Professional Development Training Schedule for Early Childhood Special Education Teachers and Paraeducators [Upload at least 1 document(s)]	N/A	2026 2027 C4L TRAININGS KCS Preschool PD Plan
(State Special Education Preschool) Preschool Calendar [Upload at least 1 document(s)]	N/A	26-27 August Calendar 2026-2027 Knox County Schools Calendar
(State Special Education Preschool) Scope and Sequence [Upload at least 1 document(s)]	N/A	Heggerty_C4l Curriculum 26-27 C4L's Units of Instruction
(State Special Education Preschool) Universal Application [Upload at least 1 document(s)]	N/A	Link to KCS Preschool Universal Application Final PreSchool Vision

Optional Documents

Type	Document Template	Document/Link
(State Special Education Preschool) Non-VPK General Education Daily Schedule	N/A	DRussell Blended Preschool schedule E Lewis 25-26 Daily Schedule Mill Creek Ms Gretchen Schedule
(State Special Education Preschool) Comprehensive Preschool Daily Schedule	N/A	
(State Special Education Preschool) Itinerant Preschool Teacher Schedule	N/A	

Assurances

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

☑ * By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information or the omission of any material or fact may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

1.	These funds shall be administered in accordance with all applicable statutes, regulations, program plans and applications:	
	a)	The laws of the State of Tennessee;
	b)	Title VI of the federal Civil Rights Act of 1964 and the regulations issued there under by the federal government;
	c)	The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
	d)	The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
	e)	Section 504 of the Rehabilitation Act of 1973 and the regulations issued thereunder by the federal government;
	f)	The Individuals with Disabilities Education Act (IDEA) and the regulations issued thereunder by the federal government;
	g)	The Family Educational Rights and Privacy Act (FERPA) and the regulations issued there under by the federal government;
	h)	Health Insurance Portability and Accountability Act of 1996 (HIPAA);
	i)	The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
	j)	The condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with this grant.
2.	Each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant state and local funds that, in the absence of such funds would otherwise be spent for activities under this section.	
3.	Funds shall only be used to support preschool children with disabilities.	
4.	The Grantee shall file financial reports and claims for reimbursement in accordance with procedures prescribed by TDOE monthly.	
5.	The Grantee shall ensure all funds are allocated to support preschool students with disabilities within each receiving agency.	
6.	This program shall be in compliance with State Board of Education's Rule Chapter 0520-12-01, Standards for School-administered Childcare and the Early Childhood Education Policy 3.100 adopted by State Board of Education.	

Revision Related Documents

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant

Optional Documents

Type	Document Template	Document/Link
(State Special Education Preschool) Signed Copy of the Guidance for Classrooms Serving Preschool Children with Disabilities	(State Special Education Preschool) Signed Copy of the Guidance for Classrooms Serving Preschool Children with Disabilities	State Special Education Preschool signed copy of the guidance for classrooms serving PreK SWD

Knox County Schools (470) Public District - FY 2027 - State Special Education Preschool Grant - Rev 1 - State Special Education Preschool Grant Checklist

This checklist is a means of communication between TDOE and LEAs regarding the allowability and allocability of the items submitted in the funding application. Please follow the steps below to ensure that the funding application contains items that are in compliance with program requirements.

- After the LEA submits the application, TDOE will review the application and mark each section as OK, Not Applicable, or Attention Needed. If the application contains no items that are marked as Attention Needed, the application will be approved.
- If the application contains items that are marked as Attention Needed, the application will be returned to the LEA with a status of not approved. The LEA will review the checklist for items that are marked Attention Needed and make the necessary changes to those items. Only the checked items in the sections marked Attention Needed are to be corrected and/or explained. Each section marked Attention Needed also has a place where TDOE may provide notes to explain those items. The LEA should check for notes and additional comments.
- Once the LEA has made the necessary adjustments, the LEA will resubmit the application for approval. If TDOE determines that the item has been corrected, Attention Needed will be changed to OK by the TDOE Reviewer. If the items that were marked Attention Needed still have not been corrected, the application will be returned again to the LEA with a status of not approved.
- Applications that contain no items that are marked Attention Needed will be approved.

General Checklist Comment

No comments have been made at this time

Checklist Description (Collapse All Expand All)

1. Program Details	Not Reviewed
1.01 LEA-Operated Preschool Programs	
1.02 Preschool Children with Disabilities Enrolled	
1.03 Comprehensive curriculum	
1.04 Sounds-first curriculum	
1.05 Personal safety curriculum	
1.06 Cross-collaboration with general education	
1.07 Cross-collaboration with TEIS	
2. Revision Program Details	Not Reviewed
2.01 List of non-VPK Gen ed teachers	
2.02 List of ECSE providers in gen ed settings	
2.03 List of comprehensive preschool teachers	
2.04 Comprehensive preschool classroom confirmation	
3. Budget	Not Reviewed
3.01 Descriptions are detailed such that the reviewer will understand how funds support preschool children with disabilities.	
4. Related Documents	Not Reviewed
4.01 Pre-K exclusionary Discipline Policy	
4.02 Non-VPK gen ed daily schedule	
4.03 Comprehensive preschool daily schedule	
4.04 Signed Copy of the Guidance for Classrooms Serving Preschool Children with Disabilities	
4.05 Professional development schedule	
4.06 Preschool calendar	
4.07 Scope and sequence	
4.08 Itinerant Preschool Teacher Schedule	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-598

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 9/1/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

State SPED Preschool Grant Renewal, 26-27 SY

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)

Grants 8. B.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

State of Tennessee, Department of Human Services Grant Contract for Pre-Employment Transition Services

Submitted By: Terri Coatney

Department: Student Success **Division:** Special Education

Explanation

Approve Grant Contract with the State of Tennessee, Department of Human Services for the term of October 1, 2026 through September 30, 2028 and receipt of Transition School to Work Grant in the amount of $391,199.00 to fund pre-employment transition services to benefit students with disabilities - *Recommended by Superintendent*

Fiscal Impact

Attachments

Contract

Fiscal Note

TRANSITION SCHOOL TO WORK GRANT: PROVISION OF PRE-EMPLOYMENT TRANSITION SERVICES

SUMMARY:

The Transition School to Work Grant (TSW) is a collaboration between the TN Department of Human Services, TN Vocational Rehabilitation, and Knox County Schools via the Workforce Innovation and Opportunity Act.

Pre-Employment Transition Services (pre-ets) are delivered through TSW/community provider staff in conjunction with the student's (age 14-22 years old) high school case manager or Special Education teacher, with parent permission. Pre-ets includes teaching skills in the areas of job exploration, work-based learning, workplace readiness, self-advocacy, and postsecondary counseling and enrollment assistance.

The grant provides funding for 3 positions:

- Shelly Ford-Grotkopf, Transition Case Manager
- Melissa Callahn, Transition Coach
- Dana Barker, Transition Coach

In the event it exceeds the amount of the grant, realized savings in the General Purpose Special Education budget will cover overage.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
KNOX COUNTY SCHOOLS

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Human Services, Division of Rehabilitation Services, hereinafter referred to as the "State" or "TNDRS" and Grantee Knox County Schools, hereinafter referred to as the "Grantee," is for the provision of Pre-Employment Transition Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Definitions:

a. "Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs at Institutions of Higher Education" means providing information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and post-secondary opportunities associated with career fields or pathways.

b. "Fair Labor Standards Act" is a United States labor law codified at 29 U.S.C. § 201, *et seq.*, which establishes minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments.

c. Individualized Education Program" or "IEP" mean a written statement for a Student with a Disability (defined below) eligible for special education that is developed, reviewed, and revised in accordance with state and federal laws, including the Individuals with Disabilities Act, 20 U.S.C. § 1400 et seq, and its implementing regulations, 34 C.F.R. § 300 et seq.

d. "Individualized Plan for Employment" or "IPE" means a plan developed in collaboration with the State and a Student with a Disability that identifies an employment outcome and the scope of VR services needed to achieve the employment outcome in accordance with 34 CFR 361.45.

e. "Instruction in Self-Advocacy" means instruction to further an individual's ability to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires.

f. "Instructional Unit" means a unit of measure of instruction consisting of fifteen (15) consecutive minutes of instruction in Pre-Employment Transition Services (defined below) to a Student with a Disability.

g. "Integrated Setting" means a setting typically found in the community in which Students with a Disability (defined below) interact with individuals without disabilities to the same extent as their nondisabled peers, and which provides opportunities for meaningful participation in community, work, or training activities. An Integrated Setting is consistent with the requirements of 34 C.F.R. § 361.5(c)(32) and related Workforce Innovation and Opportunity Act (defined below) provisions, and does not include a setting that is segregated or established primarily for the purpose of serving individuals with disabilities.

h. "Job Exploration Counseling" means counseling intended to foster motivation, consideration of employment opportunities and informed career path decision-making.

i. "Monthly Individualized Student Report" means the report submitted by the Grantee to TNDRS after services have been provided, in accordance with the deadline established by TNDRS, that documents demographic information for each Student with a Disability served and details the services delivered. At a minimum, the report shall include the student's name, WIOA Pre-ETS Student ID number, specific services provided, a detailed description of the services and resulting outcomes, the number of instructional units, dates and locations of services, and the name and location of the school in which the student is enrolled.

j. "Monthly Pre-ETS Report" means the Pre-Employment Transition Services report submitted by the Grantee to TNDRS on a monthly basis that documents demographic information for each Student with a Disability served and details the Pre-ETS services provided, including, at a minimum, the student's name, WIOA Pre-ETS Student ID number, specific services or activities delivered, number of instructional units, dates and locations of services, and the name and location of the school in which the student is enrolled.

k. "Pre-Employment Transition Services" or "Pre-ETS" means Pre-Employment Transition Services as defined in 34 CFR § 361.5(c)(42) and 34 CFR § 361.48.

l. "Pre-ETS Recommendation Form" means the Tennessee Department of Human Services, Vocational Rehabilitation Services Program form used to document the recommendation and authorization for a Student with a Disability to receive Pre-Employment Transition Services. The form identifies the student, specifies the Pre-ETS services recommended, documents the discussion regarding application for Vocational Rehabilitation services, and includes required certifications and signatures authorizing delivery of Pre-ETS.

m. "Pre-ETS Community Rehabilitation Provider" or "Pre-ETS CRP" means a/an individual, for profit corporation, non-profit corporation, special purpose corporation or association, partnership, joint venture, or limited liability company contracted with TNDRS to provide Pre-Employment Transition Services in Tennessee.

n. "Student(s) with a Disability" means an individual or individuals with a disability in a secondary, post-secondary, or other recognized education program who meet the requirements of 34 CFR § 361.5(c)(51).

o. "Transition Case Manager" means the staff position responsible for overseeing the Local Education Agency's Transition School to Work (TSW) program, in accordance with the TNDRS-approved job description, ensuring Pre-Employment Transition Services are delivered to Students with a Disability in accordance with the Grant Contract.

p. "Transition Coach" means the staff position responsible for assisting in the delivery of one or more of the five required Pre-Employment Transition Services to Students with a Disability in accordance with the TNDRS-approved job description.

q. "Transition Specialist" means a professional, employed by TNDRS, who determines the eligibility of a Student with a Disability for Pre-ETS, coordinates the provision of Pre-ETS to be made available statewide, provides technical assistance on transition services and the VR program, and serves as a primary referral source to the VR program while students are in school.

r. "Vocational Rehabilitation Services Program" or "VR" means the Tennessee Department of Human Services' program that provides services to individuals with disabilities so that they may prepare for and engage in competitive, integrated employment or supported employment to enable those individuals to maximize their opportunities for employment, including career advancement.

s. "Work-Based Learning Experiences" or "WBLE" means an educational approach or instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. WBLE for enrolled students are educational opportunities that allow students to apply classroom knowledge in real-world settings, and they include paid and unpaid internships, short-term employment, apprenticeships, fellowships, and on-the job training in the community, and may include capstone experiences.

t. "Workplace Readiness Specialist" means the staff position responsible for providing Workplace Readiness Training (defined below) and other Pre-Employment Transition Services to Students with a Disability in accordance with the TNDRS-approved job description.

u. "Workplace Readiness Training" means training in the development of social skills and independent living skills, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, and employer expectations.

v. "Workforce Innovation and Opportunity Act" or "WIOA" means the federal law codified at 29 U.S.C. § 3101 et seq. designed to strengthen and improve the nation's public workforce development system by helping Americans with barriers to employment, including individuals with disabilities, achieve high quality careers and helping employers hire and retain skilled workers.

A.3. The Grantee shall provide the following five (5) Pre-Employment Transition Service activities for Students with a Disability for the entirety of the Term (defined below) of the Grant Agreement in accordance with the Workforce Innovation and Opportunity Act:

(1) Job Exploration Counseling;
(2) Work-based Learning Services;
(3) Workplace Readiness Training to develop social and independent living skills;
(4) Instruction in Self-advocacy; and
(5) Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs at Institutions of Higher Education.

A minimum of two (2) Instructional Units must be completed per Pre-ETS activity.

The Grantee shall collaborate with TNDRS to provide Pre-ETS to Students with a Disability in accordance with the needs of the Student with a Disability. Services shall be provided during and outside of school hours based on the documented need of the student. Services provided outside of the school location must be in an Integrated Setting.

A student may receive instruction in similar Pre-ETS activities from multiple sources during a reporting period provided that there is no duplication.

A.4 The Grantee shall collaborate with TNDRS to provide Pre-ETS to Students with a Disability. TNDRS shall assign a Transition Specialist to coordinate efforts between the Grantee and TNDRS. The Grantee shall meet with the TNDRS Transition Specialist, either in person or virtually, no less than once per month and additionally upon request, to review prospective and active potentially eligible students. During such meetings, the Grantee and TNDRS Transition Specialist shall:

a. Develop Pre-ETS Recommendation Forms for newly referred students;

b. Review the progress of active Pre-ETS students and revise existing Pre-ETS Recommendation Forms, as appropriate; and

c. Assess whether a Student with a Disability may benefit from additional individualized VR

services and determine whether a referral for VR services is warranted.

The Grantee shall review, approve, and sign each Pre-ETS Recommendation Form prior to submission to the TNDRS Transition Specialist. The Grantee shall submit the signed Pre-ETS Recommendation Form to the TNDRS Transition Specialist for review and certification. Pre-Employment Transition Services shall not begin until the Grantee:

d. Receives written authorization via email from TNDRS staff confirming that services may begin; and

e. Receives the student's WIOA Workforce ID.

The Grantee acknowledges that services delivered prior to receipt of written authorization and the student's WIOA Workforce ID shall not be considered an allowable cost under this Grant Contract.

Prior to delivering Pre-ETS, the Grantee shall obtain written permission, on the TNDRS provided form, from the parent or legal guardian of any Student with a Disability that is under eighteen (18) years of age and shall provide said permission documents, proof of eligibility to receive Pre-ETS, and the Pre-ETS Recommendation Form to TNDRS within three (3) business days of the date of permission being received.

The Grantee shall only provide Pre-ETS services to students after receipt of written confirmation from the Transition Specialist that the student is eligible to receive Pre-ETS, the Pre-ETS Recommendation Form has been approved, and a case file has been created for the Student with a Disability.

A.5. Prior to expanding services through a Pre-ETS CRP, the Grantee shall submit a written request to TNDRS. Such request shall detail the name of the Pre-ETS CRP, the approximate number of eligible students to receive services from the Pre-ETS CRP, the expected timeframe for commencement of services in the school(s), and the names of the schools in which the Pre-ETS CRP will provide services. TNDRS shall review the request within sixty (60) business days of receipt and accept or reject the request. The Grantee shall not expand services without written approval from TNDRS.

The Grantee agrees to coordinate any expansion effort with TNDRS Transition Specialists and comply with all requests and directives by TNDRS. In the event the Grantee needs assistance, TNDRS will assist in coordinating efforts to find a Pre-ETS CRP that meets the Grantee's needs and requirements. TNDRS shall not be responsible for Pre-ETS CRP admittance into school(s).

A.6. The Grantee shall make Pre-Employment Transition Services available throughout the Contract Term, as appropriate based on the documented needs of the Student with a Disability. TNDRS shall remit payment only for monthly invoices covering months in which Pre-ETS services were actually provided to eligible Students with a Disability. TNDRS shall not be obligated to pay an invoice for any month in which no Pre-ETS services were provided to eligible Students with a Disability.

A.7. The Grantee shall be required to actively participate in the following coordination activities for Pre-ETS:

a. Attend Individualized Education Program meetings for Students with a Disability, when invited;

b. Work with the local workforce development boards, one-stop centers, and employers to develop work opportunities for Students with a Disability, including internships, apprenticeships, summer employment and other employment opportunities available throughout the school year; and

c. When invited, attend person-centered planning meetings for individuals receiving services under title XIX of the Social Security Act (42 U.S.C. 1396 et seq.).

A.8. The Grantee shall provide WBLE for eligible Students with a Disability. WBLE must be provided in an Integrated Setting in the community or school site chosen as a result of an individual's or group's expressed interest, an interest inventory assessment, or other identifiable measure. The WBLE shall include one (1) or more of the following:

a. Job Shadowing: on-the-job learning, career development, and leadership development intervention. Job shadowing involves working with another employee who might have a different job in hand, might have something to teach, or can help the person shadowing him or her to learn new aspects related to the job, organization, certain behaviors, or competencies.

b. Workplace Tours: A group excursion for the purpose of first-hand observation to specific work sites. Students learn about the business, meet employees, ask questions, and observe work in progress.

c. Informational Interviews: An informational interview is an informal conversation with someone working in a career area/job that interests you, who will give you information and advice. It is an effective research tool in addition to reading books, exploring the internet, and examining job descriptions. It is not a job interview, and the objective is not to find job openings.

A.9. The Grantee may provide a capstone experience (e.g., internship) for any eligible Student with a Disability, which may be paid or unpaid. To participate, the student must have been referred to VR, determined eligible for VR services, and have an approved IPE with a capstone experience on the plan.

a. The Grantee affirms that any paid capstone experience shall comply with the Fair Labor Standards Act and any other applicable state and federal labor law(s).

b. For unpaid capstone experiences at for-profit private sector employers, the Grantee shall document that the following six (6) criteria are met:

1) The capstone experience, even though it may include actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;

2) The capstone experience is for the benefit of the Student with a Disability;

3) The Student with a Disability does not displace regular employees, but works under close supervision of existing staff;

4) The employer that provides the training derives no immediate advantage from the activities of the Student with a Disability; and on occasion its operations may actually be impeded;

5) The Student with a Disability is not necessarily entitled to a job at the conclusion of the capstone experience; and

6) The employer and the Student with a Disability understand that the Student with a Disability is not entitled to wages for the time spent in the capstone experience.

c. The job site where the capstone experience takes place must be in an Integrated Setting in the community chosen as a result of a Student with a Disability's documented expressed interest, interest inventory assessment, or other identifiable measure. Job site

documentation must include the signature, name, address, and contact information of authorizing personnel associated with the job site and date capstone was completed.

d. Prior to beginning capstone experiences, the Grantee must document the individual Student with a Disability via an agreement through the TNDRS provided Work-Based Learning template for each capstone experience. These agreements must be kept on file and may be requested at any time by TNDRS for review. The Grantee will provide an individualized monthly report in compliance with Section A.16.b on each Student with a Disability's capstone experience until the capstone experience has been completed. The Grantee may provide no more than two (2) capstone experiences for each student and shall submit corresponding progress reports for each capstone experience to TNDRS.

A.10. Grant funding may only be used for any of the three (3) following staff positions: Transition Case Manager, Transition Coach, and Workplace Readiness Specialist. The Grantee must utilize TNDRS-provided job descriptions for the three (3) staff positions. No additional responsibilities may be added to the TNDRS provided job descriptions. Any additional responsibilities assigned to the staff position by Grantee outside of the TNDRS-provided job descriptions shall not be considered an allowable cost under this Grant Contract.

The Grantee shall employ sufficient staff to provide Pre-ETS coordination and direct services as defined by 34 CFR § 361.5(c)(42), 34 CFR § 361.48, and as outlined above.

A.11. The Grantee shall provide accessible office facilities for staff, applicants, and eligible students and shall make reasonable efforts to accommodate individuals with disabilities, in compliance with applicable state and federal law, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., and its implementing regulations at 28 C.F.R. Part 35 and 29 C.F.R. Part 1630, and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulations at 34 C.F.R. Part 104.

A.12. The Grantee's performance of this Grant Contract shall not supplant or replace any transition activities that the Grantee already performs, nor shall it replace the duties of regular school personnel, including but not limited to teacher of record for a state required core academic course, substitute teacher, bus duty, and lunch duty. The Grantee shall demonstrate through the submission of timesheets and supporting documentation that all staff time funded by this Grant Contract is dedicated solely to Pre-ETS coordination and direct services. Timesheets, supporting documentation, and program reports will be reviewed and verified by TNDRS staff. The Grantee shall provide all technical and administrative services necessary to complete the Grant Contract. The Grantee shall monitor and review all work performed; and coordinate budgeting and scheduling to ensure that the Grant Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

a. The Grantee shall comply with 2 CFR § 200.430 Compensation - personal services and 2 CFR § 200.431 Compensation - fringe benefits, when calculating the salaries and benefits of personnel and monitoring time and labor under this Grant Contract.

b. The Grantee shall maintain accurate records of personnel time and submit monthly timesheets for all staff positions funded by this Grant Contract to TNDRS. Timesheets must be completed and signed by each person providing coordination and direct services under this Grant Contract. Staff positions funded by this Grant Contract shall adhere to the Grantee's established employee leave policies. The Grantee shall establish and maintain internal control policies that describe the separation of duties and monitoring and oversight of timesheet completion. The Grantee shall verify that timesheets have been reviewed prior to submission and comply with its written timesheet policy. TNDRS will also review and validate that reported time reflects actual time spent providing only the five (5) required Pre-ETS activities identified in Section A.3.

A.13. The Grantee shall refer any regular education or special education Student with a Disability who

needs more intensive or individualized services to TNDRS. These referrals shall include those students with Individualized Education Programs, Section 504 plans, and serious health conditions, in accordance with the appropriate parental/guardian or age-appropriate student's consent. The Grantee shall provide Students with a Disability information about VR throughout the provision of Pre-ETS and may collaborate with the Transition Specialist to host VR informational sessions.

Students who need VR services shall be referred to the Vocational Rehabilitation program as soon as it is determined that the Student with a Disability may benefit from additional and individualized VR services, or at least twenty-four (24) months prior to exiting high school, whichever occurs first.

A.14. The Grantee shall provide VR staff with access to school records and assessment reports, in accordance with the Family, Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and with parental/guardian consent or consent of the student at the age of majority.

A.15. The Grantee shall provide Pre-Employment Transition Services (Pre-ETS) to one thousand two hundred ninety-nine (1299) Students with a Disability who have an Individualized Education Program or a Section 504 plan during each year of the Contract Term and shall comply with all requirements of this Agreement.

TNDRS shall monitor the Grantee's performance under this Agreement. If TNDRS identifies a performance deficiency, TNDRS shall provide written notice to the Grantee describing the deficiency.

Upon receipt of such notice, TNDRS may require the Grantee to submit a written corrective action plan. The Grantee shall submit the corrective action plan to TNDRS no later than thirty (30) calendar days from the date of the notice of deficiency. The corrective action plan shall describe the specific steps the Grantee will take to remedy the deficiency.

Unless otherwise approved in writing by TNDRS, the Grantee shall fully implement the corrective action plan within thirty (30) calendar days after submission to TNDRS.

A.16. The Grantee shall submit the following detailed reports, in a TNDRS approved format, by the deadline established by TNDRS:

a. The Monthly Pre-ETS Report shall include demographic information about the individuals served and the services provided. The monthly service reports shall include, at a minimum, the following:
    1) Name of the Student with a Disability;
    2) WIOA Pre-ETS Student ID number;
    3) Specific services and/or activities provided to each Student with a Disability;
    4) Number of instructional units, date, and location of activities provided; and
    5) Name and location of school where each Student with a Disability is registered.

b. The Monthly Individualized Student Report shall be submitted after services have been provided, by the deadline established by TNDRS. The individualized student reports shall include demographic information about each individual served and the services provided. The monthly individualized student reports shall include, at a minimum, the following:
    1) Name of the Student with a Disability;
    2) WIOA Pre-ETS Student ID number;
    3) Specific services provided to the Student with a Disability;
    4) Detailed description of the service and service outcome;
    5) Number of Instructional Units, date, and location of activities provided; and
    6) Name and location of school where each Student with a Disability is registered.

c. The Grantee shall submit final outcomes (employment, enrollment in post-secondary education, advancement to the next grade, etc.) achieved by Students with a Disability receiving Pre-ETS to TNDRS as they occur, but no later than June 30 of the relevant year of the Term.

d. The Grantee shall also provide any other reports related to the Grant Contract that may be requested by TNDRS. Any report deemed deficient by the Transition Specialist shall be rejected and returned to the Grantee. If the report is returned, the Grantee agrees to correct the report and resubmit to the Transition Specialist prior to invoice payment.

A.17. The Grantee shall actively engage in assuring that all eligible and interested students have the access, resources, and information needed to participate in Pre-ETS activities, including but not limited to the following:

a. When appropriate, serve as a Pre-ETS subject matter expert at Individualized Education Program meetings for Students with a Disability;

b. Serve as a resource to local workforce development boards, one-stop centers, and employers to actively participate in the development of work opportunities for individual Students with a Disability. Those opportunities may include internships, apprenticeships, summer employment, and other employment opportunities available throughout the school year; or

c. When appropriate, serve as a Pre-ETS subject matter expert at person-centered planning meetings for individuals receiving services under title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.)

A.18. The Grantee shall perform this Grant Contract consistent with the TNDRS-approved State Plan, as amended from time to time, in accordance with the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq., and its implementing regulations, including 34 C.F.R. § 361.10. TNDRS will monitor the Grantee's performance throughout the Term of the Grant Contract. The Grantee shall provide services under this Grant Contract at a level of quality acceptable to TNDRS and in a manner consistent with current professional standards, customs, and practices.

A.19. Neither TNDRS nor the Grantee shall enter into an arrangement with an entity holding a special wage certificate under Section 14(c) of the Fair Labor Standards Act, for the purpose of operating a program under which a Student with a Disability is compensated at a subminimum wage. Both parties shall comply with Section 511 of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act, regarding requirements applicable to individuals with disabilities seeking subminimum wage employment.

A.20. Staff Roster. The Grantee shall send a roster of all staff funded by this Grant Contract via the Formstack located at the following link:

https://stateoftennessee-cvlyz.formstack.com/forms/provider_roster_upload

The Grantee shall submit its staff roster through the Formstack within the first thirty (30) calendar days of this Contract's Term. The Grantee shall report any change in staff providing Pre-ETS services to TNDRS within fifteen (15) calendar days of the change. To report the staff change, the Grantee shall provide an updated roster with a complete list of current staff providing services via Formstack at the same link provided above.

A.21. Throughout the Term, and at no additional cost to TNDRS, the Grantee shall comply with all applicable Tennessee laws regarding background checks, including but not limited to the applicable provisions of the Tennessee Code Annotated, as amended, and any rules or written directives issued by TNDRS pertaining to background checks.

A.22. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2026 ("Effective Date") and ending on September 30, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three hundred ninety-one thousand one hundred ninety-nine dollars ($,391,199.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A and A-1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

https://stateoftennessee-cvlyz.formstack.com/forms/transition_school_to_work_copy

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Human Services, Division of Rehabilitation Services.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Lacey L. Black, Contracts Director
Division of Rehabilitation Services
Andrew Johnson Tower, 11th Floor
710 James Robertson Parkway
Nashville, TN 37243
lacey.l.black@tn.gov
Telephone (615) 253-1420

Bridgett Sentmore, J.D., DHS Program Coordinator
Division of Rehabilitation Services
Andrew Johnson Tower, 11th Floor
Nashville, TN 37243
Bridgett.L.Sentmore@tn.gov
Telephone 615-742-4443

The Grantee:

Michelle Pittman
Knox County Schools
P.O. Box 2188
Knoxville, TN 37901
Michelle.pittman@knoxschool.org
Telephone (865) 335-5005

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general,

special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar

cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored

health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E. 2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII

only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).
As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E. 8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time

during the term. Violations must be reported to the U.S. Department of Education, Rehabilitation Services Administration, and the Region 4 Office of the Environmental Protection Agency.

E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.10. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

E.11. Artificial Intelligence (AI) Use and Compliance Requirements. The Grantee agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Agreement shall comply fully with the State of Tennessee's **Enterprise Artificial Intelligence Policy (Policy 200-POL-007)**, available at: tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007 Enterprise Artificial Intelligence Policy.pdf

The Grantee further agrees to the following:

a. **Data Privacy and Security**
Grantee shall not use, access, store, transmit, or process any State Data—including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), Payment Card Industry (PCI) data, criminal justice information (CJIS), federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications—through any AI tools or platforms unless:

1. The AI tool is explicitly approved in writing by the State.

2. The tool is operated within a secure State-controlled or approved environment.

b. **Prohibition on Model Training**
Grantee shall not use State Data to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy No. 200-POL-007.

c. **Transparency and Accountability**
Grantee shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Grantee is responsible for the accuracy, reliability, and appropriateness of all AI-generated outputs.

d. **Use of Approved Tools Only**
Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with State Data is strictly prohibited unless authorized in writing.

e. **Ongoing Compliance and Risk Mitigation**
Grantee shall ensure continued compliance with evolving State and federal regulations

related to AI. The State reserves the right to audit or review AI usage under this Agreement at any time.

IN WITNESS WHEREOF,

KNOX COUNTY SCHOOLS:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER **DATE**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-597

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 9/1/2026

ATTACHMENT A

GRANT BUDGET				
Knox County Schools				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: 10/1/2026 END: 9/30/2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	**$195,599.50**	**$0.00**	**$195,599.50**
	Professional Fees/Grant & Awards [2]	**$0.00**	**$0.00**	**$0.00**
	Supplies,Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	**$0.00**	**$0.00**	**$0.00**
	Travel, Conferences & Meetings	**$0.00**	**$0.00**	**$0.00**
	Interest [2]	**$0.00**	**$0.00**	**$0.00**
	Insurance	**$0.00**	**$0.00**	**$0.00**
	Specific Assistance To Individuals	**$0.00**	**$0.00**	**$0.00**
	Depreciation [2]	**$0.00**	**$0.00**	**$0.00**
	Other Non-Personnel [2]	**$0.00**	**$0.00**	**$0.00**
	Capital Purchase [2]	**$0.00**	**$0.00**	**$0.00**
	Indirect Cost (% and method)	**$0.00**	**$0.00**	**$0.00**
	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
	GRAND TOTAL	**$195,599.50**	**$0.00**	**$195,599.50**

[1] Each expense object line-item shall be defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT A-1

GRANT BUDGET				
Knox County Schools				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: 10/1/2027 END: 09/30/2028				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	**$195,599.50**	**$0.00**	**$195,599.50**
	Professional Fees/Grant & Awards [2]	**$0.00**	**$0.00**	**$0.00**
	Supplies,Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	**$0.00**	**$0.00**	**$0.00**
	Travel, Conferences & Meetings	**$0.00**	**$0.00**	**$0.00**
	Interest [2]	**$0.00**	**$0.00**	**$0.00**
	Insurance	**$0.00**	**$0.00**	**$0.00**
	Specific Assistance To Individuals	**$0.00**	**$0.00**	**$0.00**
	Depreciation [2]	**$0.00**	**$0.00**	**$0.00**
	Other Non-Personnel [2]	**$0.00**	**$0.00**	**$0.00**
	Capital Purchase [2]	**$0.00**	**$0.00**	**$0.00**
	Indirect Cost (% and method)	**$0.00**	**$0.00**	**$0.00**
	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
	GRAND TOTAL	**$195,599.50**	**$0.00**	**$195,599.50**

[1] Each expense object line-item shall be defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Schools
Subrecipient's Unique Entity Identifier (SAM)	QCB4DPK11ZH5
Federal Award Identification Number (FAIN)	HS126A270063
Federal award date	10-1-2026
Subaward Period of Performance Start and End Date	10/1/2026 - 9/30/2028
Subaward Budget Period Start and End Date	10/1/2026 - 9/30/2028
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.126 Rehabilitation Services Vocational Rehabilitation Grants to States
Grant contract's begin date	October 1, 2026
Grant contract's end date	September 30, 2028
Amount of federal funds obligated by this grant contract	$391,199.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$101,393,634
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State Vocational Rehabilitation Services
Name of federal awarding agency	US Department of Education
Name and contact information for the federal awarding official	Education Program Contact: Edward M Vitelli (202) 245-8055 edward.vitelli@ed.gov
Name of pass-through entity	Tennessee Department of Human Services, Division of Rehabilitation Services
Name and contact information for the pass-through entity awarding official	Suzanne Carr, Assistant Commissioner Suzanne.Carr@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	Public Assistance Cost Allocation Plan

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Transition School Work Grant from Tennessee Department of Human Services in the amount of $391,199.00 from October 1, 2026 through September 30, 2028 to fund pre-employment transition services to benefit students with disabilities.

Cost to Knox County Schools

Up to $5,500.00

Description and Type of Funding Source

State Grant/General Purpose Special Education

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

Grants 8. C.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Tennessee Department of Education School Turnaround Program Assurances

Submitted By: Terri Coatney

Department: Impact & Policy **Division:** Impact & Analytics

Explanation

Approve Tennessee Department of Education Fiscal Year 2027 School Turnaround Program Assurances and receipt of grant funding in the total amount of $250,000.00 for Green Magnet Academy and Northwest Middle School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Assurances

Fiscal Note

TN Department of Education

SCHOOL TURNAROUND PROGRAM (COHORT 1, YEAR 2) (FY2027) ASSURANCES

The undersigned authorized representative accepts the grant award on behalf of the identified LEA/Charter School ("Grantee"). These Assurances constitute the "Grant Contract" with the State of Tennessee, Department of Education ("State").

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall ensure all programs, services, and activities covered by this Grant Contract are in accordance with the intent and purpose of the School Turnaround Program Grant and align to the prioritized needs identified in each selected school's respective turnaround plan to support improvement.

A.3. The Grantee shall use the awarded grant funds to contract with an independent school turnaround expert from a list of pre-approved experts provided by the State to conduct a comprehensive school analysis and to develop a school turnaround plan.

A.4. The Grantee shall ensure that each participating priority school served by the Grantee receives all the State and local funds it would receive in the absence of the School Turnaround Program Grant and that any school level resources received from the Grant Contract are aligned to the individual school's respective comprehensive school analysis and school turnaround plan.

A.5. The Grantee shall participate in monthly meetings with the State at dates and times to be determined by the State to discuss Grant Contract implementation and spending. Monthly meetings may be virtual or in person, as determined by the State.

A.6. The Grantee shall participate in all monitoring conducted by the State to ensure implementation and effectiveness of the school turnaround plan.

A.7. The Grantee shall participate in all data submission, spending reporting, and evaluation activities as requested by the U.S. Department of Education and the State. This includes but is not limited to participating in any federal or State funded evaluations or studies (if applicable), annual performance reports, final grant report documentation, and financial statements.

A.8. The Grantee shall maintain documentation of all program activities and expenditures.

A.9. The Grantee shall adhere to the same financial audits, audit procedures, and audit requirements as

the State. All audits shall be consistent with the requirements of all applicable State laws regarding State audits. The State or the Comptroller of the Treasury is authorized to conduct compliance audits of any Grantee program.

A.10. The Grantee shall request reimbursement for project expenditures quarterly, at minimum, and retain documentation for said reimbursements.

A.11. The Grantee shall demonstrate a clear and consistent commitment to utilizing funds in a timely manner, as required under the Every Student Succeeds Act ("ESSA") Section 1003 (20 U.S.C. § 6303), through prompt spending and reimbursement practices that ensure funds are not reverted.

A.12. The Grantee shall maintain its fiscal effort in accordance with ESSA Sections 1118(a) and 8521 (20 U.S.C. §§ 6321(a), 7901).

A.13. The Grantee shall ensure Grant Contract funds will not be expended in any manner other than as outlined in the budgeted section of the approved grant application and will only be expended on allowable costs. Any changes to the original budget must be pre-approved by the State before line items are modified or funds expended.

A.14. The Grantee shall ensure expenditures are in compliance with the standard accounting procedures and guidelines established by the State, including the Tennessee Department of General Services, Central Procurement Office Policy No. 2013-007 and federal legislation.

A.15. The Grantee shall ensure all programs, services, and activities covered by this Grant Contract will be operated in accordance with all applicable state and federal laws.

A.16. The Grantee shall comply with all applicable provisions of federal law, including but not limited to the Every Student Succeeds Act ("ESSA") (20 U.S.C. § 6301 et seq.) and the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g) and its accompanying regulations (34 C.F.R. § 99.1 et seq.).

A.17. If applicable, the Grantee shall ensure that charter schools served with this Grant Contract have an equal opportunity to participate to the full extent in the School Turnaround Program Grant.

A.18. The Grantee shall have a clear process for ensuring all applicable laws and regulations regarding ESSA Title I, Part A (20 U.S.C. § 6303 et seq.) school improvement grant programs and funding are followed in any authorized charter schools the Grantee serves with this Grant Contract.

A.19. The Grantee shall ensure that charter school(s) served with this Grant Contract comply with all requirements associated with this Grant Contract and are operated in accordance with applicable state and federal laws and regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the State.

A.20. The Grantee shall ensure that charter school(s) served with this Grant Contract maintain accurate and timely records which document progress in implementing this Grant Contract and demonstrate compliance with all state and federal fiscal and program requirements.

B. TERM OF CONTRACT:

This Grant Contract shall be effective as of the effective date of the grant award or period of performance as identified by the State, or on a date otherwise identified by the State ("Effective Date"). This Grant Contract shall extend for the period of the grant award as identified by the State ("Term"), unless otherwise agreed upon between the State and the Grantee. The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. The Grant Budget, as submitted by the Grantee and maintained in the State's Tennessee Education Funding Accountability System ("TEFAS"), is the maximum amount ("Maximum Liability") due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee. In no event, however, shall the Maximum Liability, including all renewals or extensions, exceed a total of two hundred fifty thousand dollars and zero cents ($250,000.00).

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, necessary, and allowable costs based upon the approved Grant Budget and individual Grant Budget line items, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit reimbursement requests prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the Grantee's local policies and procedures for travel and, if applicable, the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Reimbursement Requirements. The Grantee shall submit reimbursement requests to the State on a regular and timely basis so long as any previous reimbursement requests have been fully processed by the State. The Grantee shall include all necessary supporting documentation with each reimbursement request and shall enter such into the State's TEFAS for processing.

a. Each reimbursement request shall include the following information, at minimum:

(1) Fiscal information as of the date of the reimbursement request;
(2) The amount requested for reimbursement year-to-date by Grant Budget line item; and
(3) Supporting documentation, as required according to the terms of the Grant Contract.

b. The Grantee understands and agrees to all of the following.

(1) A reimbursement request under this Grant Contract shall include only actual, reasonable, necessary, and allowable expenditures required in the delivery of the service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract related to allowable reimbursements.

(2) A reimbursement request under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) A reimbursement request under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of any and all required documentation and the request meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by an amount not to exceed the lesser of ten percent (10%) of the approved line-item amount or one hundred thousand dollars and zero cents ($100,000.00), provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget that exceeds these thresholds shall require the Grantee to submit a revised Grant Budget in the State's TEFAS and receive the State's approval of the revised Grant Budget.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit the final expenditure report in the State's TEFAS within ninety (90) days of the end of the State's fiscal year, in form and substance acceptable to the State.

a. If total reimbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final expenditure report.

b. The State shall not be responsible for the payment of any reimbursement request submitted to the State after the submission of the final expenditure report. The State will not deem any Grantee costs submitted for reimbursement after the submission of the final expenditure report to be allowable and reimbursable by the State, and such reimbursement requests will NOT be paid.

c. The Grantee's failure to provide a final expenditure report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. If applicable, the Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the State's TEFAS and approved by the Grantee and the State. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term unless approved, in writing, by the State. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Reimbursement Request. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, reimbursement request, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any reimbursement request or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not submit reimbursement requests to the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required

by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing to the State Contract as specified by the State. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or Grantee confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The State shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the State, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the State. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the State. Annual and final report documents to be completed by the Grantee shall appear on the State's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended,

the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any

exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours. Grantee shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Grantee's failure to comply with this section.

E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by

the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

By the signature below, the Grantee hereby agrees to the above Grant Contract/Assurances.

_____

Grantee Name

_____

Signature of Authorized Grantee Representative

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-600

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/26/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approval of grant assurances for School Turnaround Program grant in the amount of $125,000 each for Northwest Middle School and Green Magnet Academy to be used solely for TDOE-approved turnaround vendor services.

Cost to Knox County Schools

0

Description and Type of Funding Source

TDOE

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

Grants 8. D.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

State of Tennessee, Tennessee Arts Commission Grant Contract for Arts Program Categorical Services

Submitted By: Terri Coatney

Department: Academics **Division:** Academic Supports

Explanation

Approve Grant Contract with the State of Tennessee, Tennessee Arts Commission for the term of July 1, 2026 through June 30, 2027 and receipt of grant funding in the amount of $3,000.00 to fund Professional Learning for KCS Visual Arts

- *Recommended by Superintendent*

Fiscal Impact

Attachments

Contract

Fiscal Note

Docusign Envelope ID: 9F893969-3B29-826D-80B1-2EA8A1279674

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
07/01/2026	06/30/2027	31625- 29836	Pursuant to DGA 89944

Grantee Legal Entity Name	Edison Vendor ID
Knox County Schools	2699

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number NA

Grantee's fiscal year end June Year End Month 30

Service Caption (one line only)

Arts Program Categorical Grants: Arts Education Mini-Grant (AE-MG)

Funding —

FY	State	Federal	Interdepart -mental	Other	TOTAL Grant Contract Amount
2027					$3,000.00
TOTAL:					**$3,000.00**

Grantee Selection Process Summary

☒ Competitive Selection — As described in delegated grant authority 89944

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
3162528000	71303000

Accounting Detail for PO

FEDERAL FUNDS:

AC151 state plan = MCI & PS w/fed funds except PS with Underserved & AE listed below,
AC148 arts ed = PS 28054, 27478 & 28144 only
AC152 under comm = PS 28034 & AA w/fed funds
AC153 Arts & Health = TARH w/fed funds

STATE FUNDS:

AC147 State Match = MCI, PS, AA if fed funds included

OR

If no NEA funds, then speed chart listed to left.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE ARTS COMMISSION
AND
Knox County Schools

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee, Knox County Schools, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category Arts Education Mini-Grant (AE-MG) identified below in accordance with application number 31625-29836.

a. Arts for All (AA): offers direct support for arts projects that focus on increasing participation in the arts for all Tennesseans.
b. Arts for All Mini-Grants (AAMG) designed to introduce new applicants to the grant-making process, this program offers support for new applicants for arts projects which focus on increasing participation in the arts for Tennesseans.
c. Arts Education Community Impact (AECI): Support for high-impact arts education initiatives that build sustainable, community-driven systems to address opportunities and gaps in arts education.
d. Arts Education Project Support (AEPS): Support for projects providing high-quality, hands-on arts education experiences that help stimulate learning, prosperity, health, and well-being for Tennesseans.
e. Arts Project Support (APS): Support for arts projects and activities across all disciplines that focus on community vitality and engagement.
f. Rural Arts Project Support (RAPS): Support for arts projects and activities across all disciplines that focus on community vitality and engagement in rural counties.
g. Small Rural/Urban Partnership Support (SRPS and SUPS): provides non-project assistance toward ongoing administrative and programmatic costs to small TN arts non-profit organizations with annual budget of at least $30,000 and a demonstrated history of successful state arts grants program implementation.
h. Partnership Support (PS) - provides non-project assistance toward ongoing administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
i. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
j. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
k. Technical Assistance (TA): provides funds for special technical assistance during the Commission's fiscal year and is for intensive work needed to strengthen the capacity of the applicant organization.
l. Touring Arts Program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the negotiated artist's fee.

m. Commission Initiatives (CI): provides funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs,
n. Targeted Arts Development (Commission) Initiatives (TADI): supports arts programming in rural, Distressed and At-Risk counties that are not represented in the agency's current year grant portfolio. Program is designed to build capacity and develop leadership potential, while encouraging applications from the identified counties to existing Commission grant categories or programs.
o. Creative Placemaking (CP): support for projects that use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.
p. Creative Placemaking Rural Arts Facilities Funds (RAFF): Funding to help build, renovate, or expand arts and cultural facilities in rural communities resulting in positive economic and community outcomes.
q. Traditional Arts Apprenticeship Program (TAAP): support designed to encourage the survival, continued development, and proliferation of Tennessee's many folklife traditions, especially those that are rare or endangered.
r. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
s. Arts Education-Teacher Incentives (AETI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts learning.
t. Individual Artist Fellowships (IAF) awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents.
u. Creative Aging Tennessee (CAT): support for arts learning for seniors aged 60+ resulting in positive community outcomes and reduced isolation.
v. TN Arts & Rural Health Initiative (TARH): Support for arts programs that increase health and wellness outcomes involving patients, their families, and staff in rural TN hospitals and other facilities.

A.3. Required use of Tennessee Arts Commission logo and guidance on Specialty License Plate Program promotions. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at http://tnartscommission.org/about-us/tennessee-arts-commission-brand/. Guidelines for proper usage of the Commission logo can be found at http://tnartscommission.org/about-us/tennessee-arts-commission-brand/brand-guidelines/

In addition, all Grantees are strongly encouraged to incorporate elements from the Specialty License Plate Communications toolkit in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee. The toolkit can be found at https://tnspecialtyplates.org/partners/. If needed, the login password to the partner page is tnspecialtyplates.

Specifically, each Major Cultural Institution (MCI), Partnership Support (PS), or Small Partnership Support (Urban or Rural) grantee organization that receives public operating support is required to annually implement a structured promotional campaign for the Specialty License Plate Program within its ongoing communications program that includes **four of the five elements below**. See the Grantee Guide to Specialty License Plate Promotional Activity Documentation for FY2027. Failure of any MCI, PS, or SRPS or SUPS grantee to complete this requirement satisfactorily, as determined exclusively by the Grantor, may, at the Grantor's sole discretion, result in a reduction of 10 percent of the authorized grant total.

Specialty License Plate Promotional Activity	Documentation to retain on file Annually
1. **Coordinator.** Provide the name, title and contact information for grantee organization staff person who coordinates specialty license plate promotions and will be agency liaison with TN Arts Commission Director of Communication & Marketing; **AND**	Uploaded in Grantee Organization Profile in the TN Arts Commission online grants management system
2. **Website.** Specialty license plate program information on the grantee organization website	Screenshot of a page from website labeled "website promo"
3. **Social Media.** Feature specialty license plate promotional content in grantee's social media at least 6 times/year	Six screenshots with dates of social media posts labeled "social promo 1", "social promo 2" etc.
4. **Newsletters.** Place banner ad on e-newsletters or other viral marketing **OR** **Printed Program.** Place half page ad in the printed program book for at least six different performances or for the duration of one season	Image of six newsletters distributed over the past year OR scan of six programs Label file "Newsletters promo" OR "Program book promo"
5. **Agency-Specific Opportunity**. Identify a promotional activity specific to the grantee organization. Examples: run video spot before movie or performance starts; offer special parking for patron cars with arts license plates; hold a contest to get 100% staff/board ownership of plates, etc.	Description of custom promotion and documentation as available Label as "Custom Promo"

A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 31625-29836 (which is on file with the State in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new) for "ARTcation 2027" subject to the policies of the State at http://tnartscommission.org/legal-requirements/ and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 31625-29836.

A.5. Affirmative Duty to Report Major Organizational Change. Any Grantee whose contract maximum liability in section C.1.exceeds $10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract. For all nonprofits, regardless of contract maximum liability, the loss of nonprofit status during the period of the contract is considered a significant change. Such loss must be reported and remedied within the contract period in order for the Grantee to qualify for reimbursement of allowable costs as provided in Section C.

A.6. Title VI Required Training, Non-Discrimination Policy and Complaint Process. The grantee organization shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. As noted in the required Title VI training certification for 2020 and going forward, the Grantee organization shall also be required to develop and/or use Title VI complaint procedures and Limited English Proficiency (LEP) policies. The Grantee shall also post Title VI poster(s) in public view at the agency's office(s) or programming site(s) and communicate its nondiscrimination policy on the agency's website or posted in a public place. Title VI posters provided by the TN Arts Commission can be downloaded

here at https://tnartscommission.org/wp-content/uploads/2026/05/Title-VI-poster.pdf and a model for a nondiscrimination policy is available here at https://tnartscommission.org/art-grants/manage-your-grant/title-vi/.

A.7. Use of National Endowment for the Arts Logo. If this grant contract includes an Attachment B Federal Award Identification Worksheet indicating federal funding, the Grantee is required to acknowledge the National Endowment for the Arts in all materials and announcements related to grant activities. The Grantee is subject to NEA grant administrative requirements. For general terms and conditions, visit: https://www.arts.gov/sites/default/files/gtc-partnership-fy25_-rev-10-21-25.pdf. For logos, visit: https://www.arts.gov/grants/manage-your-award/nea-logo.

A.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal on file in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new and incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2026 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Thousand ($3,000.00) ("Maximum Liability"). Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission
https://tnarts.fluxx.io/
To register, see http://tnartscommission.org/new-online-grants-system

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Arts Commission.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than ten percent (10%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report in the Tennessee Arts Commission online grant system within thirty (30) days of the Project End Date OR May 15, June 1, or June 15, 2026 (dependent upon the grant category), whichever is sooner, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision

as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Anne B. Pope, Executive Director
Tennessee Arts Commission
320 6th Ave, N
Nashville, TN 37243-0780
Anne.B.Pope@tn.gov
Telephone # 615-741-1701
FAX # 615-741-8559

The Grantee:

Heather Casteel, Dr.
Knox County Schools
400 W Summit Hill
Knoxville, TN 37902-1814
heather.casteel@knoxschools.org
Telephone # 865-594-1727
FAX #

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

a. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME: Knox County Schools

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE ARTS COMMISSION:

ANNE B. POPE, EXECUTIVE DIRECTOR **DATE**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-599

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/26/2026

ATTACHMENT A

GRANT BUDGET				
Arts Categorical Grant: Arts Education Mini-Grant (AE-MG)				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: 07/01/2026** **END: 06/30/2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes		0.00	
	Professional Fee, Grant & Award [2]	$2,000.00	0.00	$2,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$1,000.00	0.00	$1,000.00
	Travel, Conferences & Meetings		0.00	
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]		0.00	
	Capital Purchase [2]		0.00	
	Indirect Cost		0.00	
	In-Kind Expense		0.00	
	GRAND TOTAL	**$3,000.00**	**0.00**	**$3,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

Docusign Envelope ID: 9F893969-3B29-826D-80B1-2EA8A1279074

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional fees as detailed in application narrative & application budget narratives	$2,000.00
ROUNDED TOTAL	$2,000.00

OTHER NON-PERSONNEL	AMOUNT
Non-personnel fees as detailed in application narrative & application budget narratives	
ROUNDED TOTAL	

CAPITAL PURCHASE	AMOUNT
Capital Purchase fees as detailed in application narrative & application budget narratives	
TOTAL	

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Schools
Subrecipient's Unique Entity Identifier (SAM)	QCB4DPK11ZH5
Federal Award Identification Number (FAIN)	1951271-61-26
Federal award date	06/03/2026
Subaward Period of Performance Start and End Date	07/01/2026 - 06/30/2027
Subaward Budget Period Start and End Date	07/01/2026 - 06/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	45.025 Promotion of the Arts Partnership Agreement
Grant contract's begin date	07/01/2026
Grant contract's end date	06/30/2027
Amount of federal funds obligated by this grant contract	NA
Total amount of federal funds obligated to the subrecipient	NA
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$1,059,938.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.
Name of federal awarding agency	National Endowment for the Arts
Name and contact information for the federal awarding official	Lara Holman Garritano, States & Regional Specialist National Endowment for the Arts 400 7th Street, SW Washington, DC 20506 mailto:garritanol@arts.gov, 202-682-5586
Name of pass-through entity	Tennessee Arts Commission
Name and contact information for the pass-through entity awarding official	Hal Partlow, Associate Director of Operations Tennessee Arts Commission 320 6th Ave, N Nashville, TN 37243 Hal.partlow@tn.gov, 615-741-2093
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	NA

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of TN Art Commission grant funds in the amount of $3000 for Professional Learning for KCS Visual Arts.

Cost to Knox County Schools

$0

Description and Type of Funding Source

TN Arts Commission

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

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Boys & Girls Clubs of the Tennessee Valley Memorandum of Understanding

Submitted By: Terri Coatney

Department: Student Success **Division:** Student Supports

Explanation

Approve Memorandum of Understanding with the Boys & Girls Clubs of the Tennessee Valley and receipt of up to $114,703.15 in funding from a 2026-2027 21st Century Community Learning Center Grant for extended learning programs at Dogwood Elementary School, Norwood Elementary School, and South Knox Elementary School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Memorandum of Understanding

Fiscal Note

BOYS & GIRLS CLUBS
OF THE TENNESSEE VALLEY

Memorandum of Understanding

Date: August 10, 2026

To: Knox County Board of Education
Jon Rysewyk, Superintendent of Knox County Schools

From: Bart McFadden, CEO, Boys & Girls Clubs of the Tennessee Valley

Re: FY 2026-2027 21st Century CCLC Grant

Boys & Girls Clubs of the Tennessee Valley has received funding of up to $114,703.15 for the FY 2026-2027 21st Century Community Learning Center (CCLC) grants. Funds will be used to cover the cost of salaries and wages of part-time tutors at the schools listed below from August 10, 2026 to June 30, 2027:

- Dogwood Elementary (21st Century Cohort 22) – Up to $83,669.50
- South Knox Elementary (21st Century Cohort 22)– Up to $24,733.65
- Norwood Elementary (21st Century Cohort 23)– Up to $6,300.00

Funding in the amount of $750 will be available to KCS for timecard processing.

The attached signature page indicates acceptance of the FY 2026-27 21st Century grant funding.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-601

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

THE TENNESSEE DEPARTMENT OF EDUCATION WILL BE MAKING UPDATES TO IMPROVE THIS WEBSITE FOR USERS AND STAKEHOLDERS. PREVIOUS LINKS AND PAGES WILL CHANGE AS WE UNDERGO THIS WORK.

Extended Learning and Afterschool Programs

The department administers funding for two different extended learning programs: Nita M. Lowey 21st Century Community Learning Centers and Lottery for Education Afterschool Programs (LEAPS) both with the goal of enhancing academic opportunities for students. Organizations can apply for funds according to the details provided below.

Information for Grantees is available here.

FY24 Nita M. Lowey 21st Century Community Learning Centers Grant Opportunity

The Tennessee Department of Education is requesting applications for the Nita M. Lowey 21st Century Community Learning Centers grant (21st CCLC). The 21st CCLC grant is awarded for five years based on a competitive application process. The application must be completed online through the department's grants management system, ePlan , by April 14, 2023, 11:59 p.m. CT; paper applications will not be accepted. A separate notification will be provided when the application is available in ePlan.

The overarching goal of the 21st CCLC program is to provide students—particularly students who attend schools in need of improvement—with academic enrichment opportunities and support services to help them meet state and local standards in the core content areas.

School districts, community-based and faith-based organizations, and other public or private organizations proposing to serve students in Tennessee are eligible to apply for funding.

In-person, regional technical assistance meetings will be held in the following locations:

Feb. 21, 9 a.m. – 12 p.m. CT – 900 East Main St, Brownsville, TN 38012

Feb. 22, 9 a.m. – 12 p.m. CT – 415 Harding Drive, Lebanon, TN 37087

Feb. 23, 9 a.m. – 12 p.m. ET – 1801 Downtown West Blvd, Knoxville, TN 37917

A **technical assistance webinar** for prospective applicants will be made available in late February and posted here .

Questions about the application process should be sent to Extended.Learning@tn.gov .

Lottery for Education: Afterschool Programs

FY24 Nita M. Lowey 21st Century Community Learning Centers Grant Opportunity

The Tennessee Department of Education is requesting applications for the Nita M. Lowey 21st Century Community Learning Centers grant (21st CCLC). The 21st CCLC grant is awarded for five years based on a competitive application process. The application must be completed online through the department's grants management system, ePlan, by April 14, 2023, 11:59 p.m. CT; paper applications will not be accepted. A separate notification will be provided when the application is available in ePlan.

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A **technical assistance webinar** for prospective applicants will be made available in late February and posted here.

Questions about the application process should be sent to Extended.Learning@tn.gov.

Appendix C: 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 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.

Certification of Participation of School or District

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: 3/10/2023

School or District Signatory Printed Name and Title: Dr. Jon Rysewyk, Superintendent

Applicant Agency Authorized Signature:

Date:

Applicant Agency Signatory Printed Name and Title: Bart McFadden, President & CEO

Boys & Girls Clubs of the Tennessee Valley's 21st Century grant for Cohort 23, will write our proposal for the following sites serving the following KCS schools:

- **Middlebrook Club (located at West Park Baptist Church off Middlebrook Pike)**
  - Cedar Bluff Primary and Intermediate School
  - Amherst Elementary
  - West Hills Elementary
  - *(Note: This site also serves other KCS schools but they can not be counted under the grant as they do not meet the 21st Century requirement that the school have a 40% free/reduced lunch rate or higher)*

- **Lonsdale Elementary Club site**
  - Lonsdale Elementary (our application will include serving the Pre-k program at this site, as well)

- **Norwood Elementary Club site**
  - Norwood Elementary

- **Regal Teen Center site**
  - Emerald Academy
  - Vine Middle
  - Gresham Middle
  - Bearden Middle
  - Holston Middle
  - Whittle Springs Middle
  - Fulton High
  - Central High

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of March, 2023, as reflected in its minutes, and certified by its Chairperson.

Kristi Kristy, Chair

Date: 3-9-2023

Approved by
Knox County Board of Education
3/9/2023

KNOX COUNTY GOVERNMENT

Glenn Jacobs, Mayor

Date: 3/13/23

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 23-033(6)

APPROVED AS TO LEGAL FORM

Gary Dupler, Deputy Law Director

Date: 2/27/2023

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

21st Century Community Learning Centers grant award for 2026-2027, supporting after school programming at Dogwood Elementary, South Knox Elementary and Norwood Elementary

Cost to Knox County Schools

0

Description and Type of Funding Source

Boys and Girls Club of the Tennessee Valley

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

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

TVA STEM Robotics Grants for Carter Middle, Gresham Middle, L&N STEM Academy, Northwest Middle, South-Doyle High, and West High Schools

Submitted By: Terri Coatney

Department: Academics **Division:** Academic Supports

Explanation

Approve TVA STEM Robotics Grants in the total amount of $17,500.00 for Carter Middle School, Gresham Middle School, L&N STEM Academy, Northwest Middle School, South-Doyle High School, and West High School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Carter MS Grant Information

Gresham MS Grant Information

L&N STEM Academy Grant Information

Northwest MS Grant Information

South-Doyle HS Grant Information

West HS Grant Information

Fiscal Note

AM

From: ANGIE MANIS
Sent: Thursday, July 30, 2026 4:00 PM
To: Naz Kavak <kavak@battelle.org>
Subject: Re: UPDATE on your Robotics Award Application with TSIN

This was sent to me but addressed to someone else. I just wanted to make sure I was the one who received the award. I hope I am.
Angie Manis

On Jul 30, 2026, at 3:34 PM, Kavak, Naz (US) <kavak@battelle.org> wrote:

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for Carter Middle School has been selected for funding in the amount of $5000 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at Carter Middle School

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

Robotics Grant Application

Demographics: Please provide a short narrative about the student demographics of your school or organization. *
Required

Our school demographics are continuously changing as our community is experiencing a lot of growth. We currently have 80% white, 9.3% Hispanic, 8.5% Black or African American, 1.3% Asian, .3% American Indian or Alaska Native.

Percent free and reduced lunch in the school

20.3%

How many students are currently in the program? (If this is a new program, how many students are anticipated?) *

Currently, there are 64 in the program. Some additional students participated in the first semester as well, making the total number of students who participated this year 92.

Are there any restrictions on which students are allowed to participate in the program? If yes, please explain.

There are no restrictions on which students can participate; they sign up for the class, and as space allows, they are put into the class. Some students who are not in class due to conflicts with other classes participate by working out a time with their teachers to come once a week, or every other week, so they can still participate. This program continues to grow. The first year of the program, 2 years ago, we had 12 students, and now we have over 90.

What are the primary goals and educational objectives of your robotics program?

One of the primary goals for this program is to have students seamlessly work through the engineering design process for each challenge they are given. Another very important goal is to develop the thinking process that just because it didn't work the first time, it does not mean it is wrong. Students are encouraged and modeled how to evaluate the robot design, performance, and weaknesses of their builds to redesign and improve. They learn to give and receive feedback on how to improve their builds, coding, and game strategies. They are taught that there is never truly a final product; everything can be improved. Along with the Robotics part of the program, the students also develop communication skills to talk to group members in a productive manner, and also to

develop game strategies with total strangers they are partnered with at competitions. It is amazing to see the leadership skills come out in some of the students not considered the best academically, but at a competition, they become so good at listening to others from other schools and working together to come up with a successful game strategy under pressure, and quickly score the most points.

Describe the structure of your program or the anticipated plan for your program, including any regular meetings, workshops, or classes that are part of the curriculum, both inside and outside of the school day.

During the first semester, there are three robotics classes during the school day. Two are beginning-level classes, where students are introduced to robotics and coding and work through increasingly difficult units, using the Engineering Design Principles to develop robots that can perform certain tasks and compete in competitions each week. One class is an advanced robotics class, and they work on designing robots and game strategies to compete in VEX-organized competitions. Second semester, another set of beginning-level robotics classes starts, and those in the beginning classes from the first semester move into advanced robotics classes and work toward the VEX Competition builds. These students begin working with the 1st semester advanced robotics students to attend competitions. They meet after school as necessary to work together and compete with each other to improve their performances and prepare for competitions.

Does the team participate in any robotics competitions? Please list these past competitions and any notable achievements or awards your program has received. (If this is a new team, please list your anticipated competition plans.)

In the 2025-2026 season, we competed in two local competitions. This is the first time any of these students has attended any VEX Competitions. They had only been competing against other teams at our school. They quickly learned the process at the competition and were able to talk with other teams, plan strategies, write new code, and do very well for their first competition. At the second competition, they doubled the points they scored from the first competition, and their teamwork really showed. They shared driving and coding skills, worked together to solve some problems they were having, and made some last-minute adjustments needed for their new strategy.

Does your robotics program currently participate in, or have plans to participate in, any established robotics platforms? If yes, please specify which platforms.

With the help of this grant, we were able to participate in this last VEX Robotics season. Students were able to attend two VEX competitions and also had in school compeititons between different grade levels and classes. With the help of this grant, we intend to compete again next year. We do not have funding for the team registration fees or event fees. At the end of the second semester, we received some drones and intend to extend our program into the drone competitions as well.

Describe the scope of your involvement or planned involvement with the above-listed platforms, including any specific competitions, educational modules, or collaborative projects you engage in or intend to engage in in the future.

The students will participate in VEX IQ competitions both at other schools and intramural competitions within our school. The students will also be branching out into drone competitions through the Rocket Drone Program, which provides a pathway to FAA certification and employment after high school graduation. The Drone program has face-to-face competitions and esports competitions, with a national competition tied to Space Camp. This is a new and exciting STEM career pathway through the robotics program at Carter Middle. With the grant, the students will be engaged in two career-building robotics/drones programs.

Highlight any unique aspects of your program, such as community involvement (please list any partners), interdisciplinary projects, or the use of innovative technologies.

We have purchased the Rocket Drone Program, which monitors and tracks flight times and skill development and can lead to FAA Drone certification as early as age 16. Students can be employable right out of high school in this growing field. The Rocket Drone company even hires some of the students who have gone through this program for their own drone jobs.

Briefly describe how participating in the robotics program has impacted the students involved. What changes or developments have you observed? If the program is new, please answer with "NA."

It has been amazing to see students who aren't the typical "good" student come out of their shells and develop leadership and mentoring skills through this program. They may not speak up in class, but mention robotics, and they can't stop talking about it. It is best said by the students themselves: "The Robotics program has helped me with problem-solving skills, making friends, and being a better person all around. Overall, this program has given me a chance to live out a lifelong dream of building and competing with robots." Parents have even been pretty vocal about the changes they have seen. "My son, Logan, has found a place in this program that both challenges him and gives him support to rise to those challenges. He is taking STEM as a class and is part of the Robotics Team at Carter. He has been able to travel to local VEX Robotics Competitions and compete as a team with his fellow Carter STEM students. As a parent, it is so encouraging to see middle school students come together and work toward a common goal and help each other score points. The program has done an amazing job pulling my reluctant student into a strong program, and I have seen firsthand how this has improved his confidence and perseverance."

Current Robotics Equipment Inventory: Provide a brief inventory of the primary equipment currently designated to your robotics program.

1 - Game Field
1 - Game Elements Kit
20 - Classroom sets (this does not include the parts needed to build a robot for the game each year; this is a basic set of parts, motors, brain, and controller
2 years' worth of game element pieces we can now use for parts on robots
4 - extra controllers
1 - Pneumatics kit

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Please describe the goals you aim to achieve through these activities. *

With the funding from this award, I plan to continue to grow the program by increasing the number of registered teams competing in VEX competitions, and also enrol a team with the Rocket Drones program. At the beginning of this last competition season, I only had enough students willing to go to competitions to field one team. By the end of the season, I had enough to have three teams, but I was not able to add teams since the local competitions were full. They were able to rotate through the one team, so they all got to experience the VEX Competitions. Many of these students would not be able to participate if there were a fee involved due to their family incomes. This grant removes that obstacle for them, and they are excited to compete again next year. I would again like to have t-shirt uniforms for them. They were so excited to get these and wore them proudly.

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Carter Middle School

Contact Person's Name: Angie Manis

Email address: angie.manis@knoxschools.org

Phone Number: 865-257-2561

AMOUNT OF GRANT FUNDING APPROVED:* $ -

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	
Estimated Travel Costs	From travel template (required if requesting funds for travel)	NA	NA	$
Team Registration	Team registation for the VEX Program	3	$ 200.00	$
Competition Registration	Competition registriation 3 events @ $70 each for 3 teams	3	$ 210.00	$
Team Uniforms	Uniforms	1	$ 750.00	$
Coach Stipends	coachig Stipend	1	$ 1,500.00	$
Robotics Kits	Vex Competition Kits	2	$ 730.00	$
robotics Parts	Beam Kits	2	$ 30.00	$
			$ -	$
			$ -	$
			$ -	$
			$ -	$
			$ -	$
(please insert lines as needed)			$ -	$
			$ -	$
			$ -	$
			$ -	$
			TOTAL:	$

Tips:

How to convert Google Sheets to an Excel file format

Travel template can be found at:

www.tsin.org/robotics-grants

BUDGET GUIDELINES:

1. No more than 25% of funds or maximum of $750 (whichever is lower) may be used for uniforms/tshirts.
2. No more than $1,500 of funds may be used for staff stipends
3. Travel within 300 miles one way (600 miles round trip), is permitted with grant funds.

a. Exception: Travel to "Nationals" is permitted to any US location where the competition is held.

b. Funds may be used for all aspects of travel provided the majority of those traveling are students.

4. Funds may not be used to purchase:

a. Food unless during travel

b. Furniture or fixtures unless the purchase can be justified as a necessary purchase for the robotics program

c. Entertainment not related to Robotics competitions/events (such as theme parks, movies theaters, aquarium, city tour passes, etc...)

d. Cash/gift cards

e. Professional development

f. Facility construction or renovation projects

g. General office supplies not related to robotics

See our frequently asked questions at
www.tsin.org/robotics-grants

ıd the final budget amount MUST MATCH.

match and the budget cannot be accepted.

ɔS MATCH AND ARE GREEN

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-607

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

Subject: FW: UPDATE on your Robotics Award Application with TSIN
Date: Tuesday, August 4, 2026 at 10:43:26 AM Eastern Daylight Time
From: VINCENT DAVE
To: LAURA DENTON, BRITTNEY CURLEE
Attachments: emailsignature20262027.png

Good Morning,
Here is the copy of the email with the awarded TVA STEM Robotics Award. Anything else, do let me know!

Best,



From: Kavak, Naz (US) <kavak@battelle.org>
Date: Thursday, July 30, 2026 at 3:26 PM
To: VINCENT DAVE <vincent.dave@knoxschools.org>
Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Vincent Dave

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for Gresham Middle School has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If

your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.

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- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
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4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at Gresham Middle School

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

From: **VINCENT DAVE** vincent.dave@knoxschools.org
Subject: Re: UPDATE on your Robotics Award Application with TSIN
Date: August 13, 2026 at 9:20 PM
To: BRITTNEY CURLEE brittney.curlee@knoxschools.org, LAURA DENTON laura.denton@knoxschools.org

VD

4dVEg_ Sdc:

To reboot the robotics program at Gresham Middle School. The purpose is to provide opportunities for STEM, Computer Science and the after-school program to participate in robotics program on both a competitive and educational level. Doing this will also assist them in gaining insight into careers.



Robotics Grant Application Report

Form: Robotics Award Program Application

I have completed the pre-qualification questionnaire and have determined my school or organization is eligible for this award opportunity.	Yes
Application ID number (from your pre-qualification email):	3338
The pre-qualification questionnaire determined my school or organization is eligible to apply for: (This will be verified)	Level 2 Program, $2,500
Organization Name	Roots and Robots | Gresham Middle School
Organization Address	500 Gresham Rd., Knoxville, Tennessee, 37918
County	Knox
Your Name	Vincent, Dave Jr.
Your Professional Title	STEM and Computer Science Teacher
Email	vincent.dave@knoxschools.org
Phone	865-406-1617
Secondary Contact Name (Must be employed by the school or organization)	Melissa, Glover
Secondary Contact Professional Title	Gresham Middle School Principal
Secondary Contact Email	melissa.glover@knoxschools.org
Secondary Contact Phone	865-310-4797
Organization Type	Public school serving one or more of grades K-12
Is the school or organization (select one)	Urban
School District Name	Knox County Schools
School District Address	400 W. Summit Hill Drive, Knoxville, Tennessee, 37902
Demographics: Please provide a short narrative about the student demographics of your school or organization.	Gresham Middle School Demographics: White - 57.8% / African-American - 17.6% / Hispanic - 15.1% / Multiracial - 8.6% / Asian - 0.7% / Native American - 0.1% Roots and Robots demographics: African-American: 5% / Multiracial: 20% / White: 75%
Grades served at the school or program (select all that apply)	6, 7, 8
Number of students/youths in the school or organization	20

Percent free and reduced lunch in the school	55
Is this a title 1 school?	Yes
What grades are invited to be members of the robotics program?(select all that apply)	6, 7, 8
How many students are currently in the program? (If this is a new program, how many students are anticipated?)	20
Are there any restrictions on which students are allowed to participate in the program? If yes, please explain.	Students must have a good record of behavior, attendance, and grades. They also must have their parents sign a participation agreement in order to participate in the program.
What are the primary goals and educational objectives of your robotics program?	Primary Goals: -Create an inclusive work environment where all students feel valued and supported -Expose students to technology that unlocks creativity and innovation -Build strong teamwork and collaboration skills -Develop problem-solving abilities through hands-on activities -Engage students in coding and the engineering design process -Foster a culture of fun and enthusiasm for learning Educational Objectives: -Develop STEM literacy and foundational technical knowledge -Implement project-based learning to deepen understanding and engagement -Increase student engagement through interactive, meaningful activities -Build career readiness and awareness of STEM-related opportunities -Cultivate essential skills, including critical thinking, communication, and technical proficiency.
Describe the structure of your program or the anticipated plan for your program, including any regular meetings, workshops, or classes that are part of the curriculum both inside and outside of the school day.	The Roots and Robots program meets weekly on Mondays from 3:45–4:30 PM after-school for students in grades 6–8, year-round. The program is geared towards hands-on STEM projects that progress throughout the year. In the beginning, the focus is on the foundations of what each letter of STEM stands for. Followed with the basics of gardening, photography, and videography for the majority of the fall semester. During this time, we assist the school with photographing sports events. As the season cools for winter, the program gravitates towards focusing on 3D Design/Printing, coding, drones, and robotics. This would be the perfect time for the robotics team to begin. The winter semester continues with the aforementioned focus. Roots and Robots participants will get the opportunity to lead their own projects as the school garden initiative ramps up as the spring season approaches. Various meetings throughout the school year will have guest speakers from different STEM fields. Partnerships: We currently work with the Knoxville Garden Alliance Youth Education Program

Does the team participate in any robotics competitions? Please list these past competitions and any notable achievements or awards your program has received. (If this is a new team, please list your anticipated competition plans.)	Currently, our program has not participated in external competitions. However, with recent funding, we have acquired three VEX IQ Education sets and four VEX Aim robotics kits. Our goal is to establish in-school competitions utilizing our current VEX equipment and potentially expand our resources through pending grant funding. These competitions will provide students with hands-on experience in robotics, engineering design, and teamwork while building a foundation for future competitive opportunities.
Does your robotics program currently participate in, or have plans to participate in, any established robotics platforms? If yes, please specify which platforms.	At this time, we are not participating in a robotics competition platform. Our goal is to establish a competitive VEX Robotics team and participate in the VEX Robotics platform once our program has developed a stable team structure and acquired the necessary equipment to compete competitively within our school and potentially beyond.
Describe the scope of your involvement or planned involvement with the above listed platforms, including any specific competitions, educational modules, or collaborative projects you engage in or intend to engage in in the future.	Our long-term goal is to establish a strategic partnership with VEX Robotics to advance our program's competitive and educational initiatives. Prior to the current STEM leadership, Gresham Middle School maintained a working relationship with VEX Robotics. Rebuilding this partnership will accomplish multiple objectives: establishing a platform for our future competitive robotics team, integrating robotics as a focal point within STEM and Computer Science classroom instruction, and creating meaningful learning opportunities during the school day. As the partnership develops, we envision robotics evolving into a dedicated course with a comprehensive curriculum and specialized tools designed for collaborative, inclusive student learning. This dedicated program will emphasize both the enjoyment and competitive aspects of robotics, fostering student confidence and mastery through daily hands-on engagement. Students will develop critical thinking, problem-solving, and teamwork skills while gaining practical experience in engineering design and robotics technology in a supportive, inclusive learning environment.

Highlight any unique aspects of your program, such as community involvement (please list any partners), interdisciplinary projects, or the use of innovative technologies.	Roots and Robots is our flagship STEM program, encompassing hands-on activities in robotics, coding, 3D design, drone technology, and multimedia production. Beyond traditional STEM instruction, the program addresses a critical community need through an agricultural initiative focused on gardening and food security. Recognizing the food desert affecting our school community, Roots and Robots integrates agricultural education and gardening as a core program component. This initiative provides students with meaningful opportunities to engage with the community in diverse learning spaces both inside and outside the school building. Through hands-on gardening activities, students develop practical skills in sustainable agriculture while contributing to food accessibility for our community. The agricultural component of Roots and Robots is made possible through two key partnerships: Knoxville Garden Alliance: Educational partner providing expertise and resources for the gardening initiative TVA (Tennessee Valley Authority): Grant funding that enabled the development and implementation of this community-focused project Through these collaborative efforts, Roots and Robots creates a comprehensive STEM and community service experience that prepares students for academic success and civic engagement.
Briefly describe how participating in the robotics program has impacted the students involved. What changes or developments have you observed? If the program is new, please answer with "NA."	N/A
Current Robotics Equipment Inventory: Provide a brief inventory of the primary equipment currently designated to your robotics program.	(STEM/Computer Science Class) 4 VEX AIM (2025/2026) 3 VEX IQ (2025/2026) 14 VEX IQ (2014) 10 Sphero Student Robotic Kits 2 Sphero Bolt Power Packs 2 Sphero Bolts

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Please describe the goals you aim to achieve through these activities.

Classroom Robotics | Requirement: Document all steps for instructor review.
Classroom activities are in a progressive format, allowing students to learn at a consistent pace regardless of prior robotics experience.

Introduction to Robotics
Students learn fundamental robotics concepts and essential safety protocols to establish a strong foundation for all activities.

Test Drive
Working in pairs or small groups, students program robots (e.g., VEX AIM) through guided lessons and instructor support, building confidence and technical competency.

Compete
Students apply learned skills in classroom robotics competitions using VEX AIM equipment, competing against classmates and potentially other classes to reinforce problem-solving and teamwork.

Motivate
Students advance to more complex challenges using Education Robotics Kits (e.g., VEX IQ 2nd Generation).

Roots and Robots Organization Projects | Requirement: Document all steps for instructor review.
Organization members participate in progressive, project-based activities that develop advanced robotics, coding, and collaborative skills.

Ready, Set, Go
Members build or configure a robot (VEX IQ/AIM), establish competition parameters, and compete against fellow members. This introductory project familiarizes students with robotics.

Work It Out
Using available robotics equipment, members design and build a functional robotic tool incorporating coding. Students demonstrate use of their creations, connecting robotics hardware with software programming.

Drive
Members apply knowledge to build a remote-controlled vehicle using provided parts and tools. This team-based activity culminates in hallway competitions, fostering positive competitive spirit and collaborative problem-solving.

Versus
The Roots and Robots organization divides into two teams for competitive matchups. This large-group challenge develops leadership, responsibility, and advanced technical skills.

Are there any enhancements or expansions planned for your robotics program with the additional funding? This could include purchasing new equipment, expanding to more grade levels, or increasing team capacity.	Enhancements: Additional funding will support the purchase of advanced robotics equipment to establish and equip competitive robotics teams within the Roots and Robots organization. Equipment acquisitions will include: VEX IQ Robotics Kits VEX AIM Robotics Kits VEX IQ Robotics Competition Robot Sizing VEX IQ Competition Field VEX 123 / AIM Field VEX IQ Competition Set VEX IQ Engineering Notebook 3D Printer Filament (for manufacturing replacement parts and custom components)* If enough funding to purchase* This comprehensive equipment portfolio will provide students with access to industry-standard robotics platforms and advanced manufacturing technology. Expansion: Additional funding will also facilitate the expansion of robotics instruction into STEM and Computer Science classrooms and beyond, ensuring all students have opportunities to develop problem-solving skills through hands-on robotics experiences. Additionally, funds will support the recruitment of visiting professionals—robotics engineers, industry experts, and college representatives—to meet with students and increase awareness of robotics career pathways and post-secondary educational opportunities. Through these enhancements and expansions, grant funding will strengthen robotics education at Gresham Middle School, creating equitable access to STEM learning and career readiness for all students.

How do you anticipate the award funding will impact the educational outcomes of your robotics program? Describe any expected improvements in student learning, engagement, or performance.

The educational outcomes resulting from the awarded robotics program funding will be transformative. All participants will develop and enhance problem-solving skills that extend far beyond the classroom.

The robotics program will provide students with meaningful opportunities to build, design, and grow intellectually. Through hands-on robotics experiences, students will:
-Develop confidence in their technical abilities and academic work.
-Learn to collaborate effectively with peers regardless of social, economic, or educational background.
-Build inclusive teamwork skills that prepare them for diverse learning and work environments.
-Develop resilience and a growth mindset through iterative design and problem-solving.

Participation in the robotics program will evolve from a requirement to an intrinsic motivation. Students will:
-Arrive at class prepared and eager to engage with robotics content
-Take ownership of their learning and creative problem-solving
-Pursue ambitious projects and ideas without fear of failure or judgment
-Demonstrate increased enthusiasm for STEM learning and academic engagement

Students will demonstrate measurable improvements in academic performance and behavioral outcomes:
-Display a deeper understanding of STEM concepts connected to robotics and engineering design.
-Show improved focus and engagement with minimal behavioral concerns.
-Produce high-quality work, projects, and competition entries that reflect increasing technical knowledge over time.
-Achieve both short-term and long-term success in robotics, benefiting both Roots and Robots organization members and in-class participants.

Through these outcomes, the robotics program will create a culture of academic excellence, innovation, and student success.

What steps will you take to ensure the sustainability of the improvements or expansions made with this award funding? How will you continue to support these initiatives in the future?	Responsible Equipment Stewardship All equipment purchased with awarded funding will be managed with careful attention to maintenance, safety, and longevity. Students and Roots and Robots organization members will receive comprehensive instruction on proper equipment use, including safety protocols, operational procedures, and best practices. All participants are expected to: -Utilize robotics equipment responsibly and in accordance with established safety guidelines. -Share equipment equitably with team members and classmates. -Maintain equipment in optimal condition through proper handling and care. -Understand the capabilities and limitations of each robotics platform. Instruction will emphasize both foundational equipment use and advanced applications, preparing students to extend their robotics skills beyond the school environment as they progress in the program. Long-Term Sustainability & Support Continued support and expansion of robotics initiatives will be secured through diverse funding and partnership strategies: -School-Based Competitions: Host internal and inter-school robotics competitions to generate student engagement and demonstrate program excellence. -Fundraising Initiatives: Organize community fundraising events to support equipment maintenance, replacement, and expansion. -School Community Buy-In: Build stakeholder support through parent involvement, staff collaboration, and transparent communication about program outcomes and impact Industry Partnerships: Cultivate relationships with corporate sponsors and technology industry professionals who can provide financial support, mentorship, and donated equipment. Guest Speaker Programs: Coordinate visits from robotics engineers and STEM professionals to inspire student interest and strengthen community connections Through these strategic initiatives, the robotics program will establish a sustainable foundation for continued growth and success.
Budget File Upload	 Roots_and_Robots_|_Gresham_Middle_School_Dave_Jr._.xlsx
Have you requested furniture or fixtures as a part of your award? If yes, please explain why these purchases are necessary and how they will be used for the robotics program.	N/A
Travel Template Upload	
I AGREE to the acknowledgement and branding requirements listed above.	true

I acknowledge that I am the team leader who wrote this award and I will be the one performing the work.	I agree.
Should I be awarded funding, I agree to fully expend the funds as outlined in the submitted proposal by April 30, 2027.	I agree.
Should I be awarded funding, I agree to submit the required online report on or before May 15, 2027.	I agree.
Should I be awarded funding, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online.	I agree.
I understand that awards can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible.	I agree.
Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area?	Yes
Unique ID	A1531
Added Time	13-May-2026 21:02:39
Google Docs Status	Success
Referrer Name	
PDF Status	Successful at 13-May-2026 09:02 PM.
Task Owner	tsin@battelle.org

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-602

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

Dear Veronica Cordell-

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for L&N STEM Academy - Robotics Team has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at L&N STEM Academy - Robotics Team

Congratulations again!

Best regards,

The TSIN Team

Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

TSIN/TVA Robotics Award Grant Application May 2026

Goals and educational objectives of the program

Gryphon Command works to provide opportunities for L&N STEM Academy students to push beyond the classroom to be equipped to engage and solve current and future challenges in their communities through mechanical engineering, electrical engineering, programming, and STEM entrepreneurship via robotics. Through outreach, the team endeavors to inspire younger students and the wider community to engage with STEM education, robotics, and emerging technologies.

Our team goals are to:

- Build robustly with detailed documentation
- Experiment with new materials, parts, and technology
- Recruit new students in all grade levels, and expand our capacity for teaching them the skills they need in their first year
- Recruit new community mentors in multiple skill areas
- Improve our productivity with better CAD skills
- Increase our funding by reconnecting with past sponsors and recruiting new partners
- Provide impactful experiences to our team members with superb engineering and collaboration skills
- Inspire a younger generation of students to study STEM fields through our outreach programs

Describe the structure of the program - regular meetings, workshops, classes both inside and outside of the school day.

Our team members put in an average of more than 200 hours each after school hours over the course of the school year, not including competitions, which are usually about 20 hours each.

In the Spring Semester Build Season, the team meets four weeknights for three hours each, some all-day Saturday workshops, and some Sunday afternoon drive practices at other schools to build and prepare for competitions.

In the Fall, our robotics team meets 2 hours after school on Tuesdays and Thursdays, focusing on both teaching new members the skills they need and engaging veteran members with new materials, parts, and problem-solving tasks. There is one 40-minute meeting each week during the school day for both the rookies and the leadership team, separately, to introduce new members to the basics of robotics competition and prototyping and to allow the leadership team to set weekly goals for our after school meetings.

In the Spring, the team meets four weeknights for three hours each, some all-day Saturday workshops, and some Sunday afternoon drive practices at other schools.
Throughout the school year, our team also attends youth STEM outreach events at our school, at elementary and middle schools, and at other local venues, like The Muse Knoxville Children's Museum.

Inside the school day, our team members learn the basics of engineering, coding, and CAD SolidWorks in our school's CTE classes: Computer Science Foundations, Coding 1 & 2, Principles of Engineering, Engineering 1 & 2, and Robotics & Automated Systems.

The team is led by three school faculty members and eight community mentors.

List past robotics competitions and any notable achievements or awards the program has received

Each Spring, our team competes in two FIRST regional competitions. In addition, each September, we participate in the postseason Robo-Rodeo at the Tennessee Valley Fair in Knoxville.

Our past awards include:
2026 - FIRST World Championship - Newton Division Finalist
2026 - Rocket City Regional - Alliance Captain, Finalist, and Innovation in Control Award
2026 - Smoky Mountain Regional - Alliance Captain and Gracious Professionalism Award
2025 - Smoky Mountain Regional - Alliance Captain and Finalist
2025 - Rocket City Regional - Alliance Captain and Imagery Award
2023 - Smoky Mountain Regional - Imagery Award
2020 - Arkansas Regional - Imagery Award
2019 - Bayou Regional - Imagery Award
2019 - Smoky Mountain Regional - Imagery Award
2018 - Smoky Mountain Regional - Imagery Award
2017 - Miami Valley Regional- Imagery Award
2017 - Smoky Mountain Regional - Entrepreneurship Award
2017 - FIRST Championships - Imagery Award
2016 - Rocket City Regional - Entrepreneurship Award
2015 - Smoky Mountain Regional - Imagery Award

Does your robotics program currently participate in, or have plans to participate in established robotics platforms?

Competition Platforms: FIRST Robotics
Learning Platforms: Arduino, Micro Servo Motors, Microbits, Ozobots, Finch Robots, VEX

Describe the scope of your involvement or planned involvement with the above listed platforms, including specific competitions, educational modules, collaborative projects now and in future.

- Our team plans to continue to compete in FIRST Robotics this year, attending the TN Valley Fair Robo-Rodeo, the Smoky Mountain Regional, and the Rocket City Regional.
- We use VEX V5 kits to train rookie FIRST team members who are new to robotics in general in the Robotics & Automated Systems class.
- Our freshman CTE courses use a flock of Finch Robots to introduce fundamental concepts in computational thinking, Microbits to introduce programming, Arduino as microcontrollers, and Micro Servo Motors to provide hands-on experience with feedback and position control and pulse width modulation.
- Ozobots are used to introduce basic coding principles at youth outreach events.

Highlight unique aspects of the program, like community involvement, partners, interdisciplinary projects, use of innovative technologies.

One of the most defining aspects of our team is the complete transformation we have undergone in the past two years. We are currently ranked #2 in the state of Tennessee, a big advance from two years ago when we were consistently in the bottom 10%, not in small part due to increased funding, including last year's TVA Robotics Award, resulting in more robust building. Following significant turnover in school mentorship and ongoing challenges with member retention after the 2020 pandemic, we entered the 2024–2025 season with a renewed vision and structure. Our team introduced an entirely new school coaching staff, rebranded from the historically inspired STEMpunks to the bold, futuristic identity of Gryphon Command, and welcomed 30 rookie members. Combined with the return of 16 veteran students, our team grew to 46 members total. The following year, we grew to 75 members. We are especially proud that 30% of our team is now composed of young women, reflecting our continued commitment to inclusion and diversity in STEM. Additionally, we expanded our leadership by adding two new dedicated community mentors, bringing our total mentor count to eleven, three of whom are women. These changes created a more unified, organized, and successful environment for our team throughout the season.

Beyond our work in competition robotics, our team is deeply committed to STEM outreach within both our school and the greater community. Throughout the year, we serve as STEM ambassadors by attending and demonstrating at a wide variety of events. Each August, we recruit new members and showcase robotics at our school's Back to School Bash. In September, we participate in the Robo-Rodeo at the Tennessee Valley Fair, and in October, we engage younger audiences at the Muse of Knoxville's Children's Robotics Festival through interactive robot play stations and CAD demonstrations. We bring similar activities to our school's Haunted Station fall festival, where local students are invited to experience hands-on STEM activities. Later in the fall, our members volunteer at the regional LEGO competition Bricks & Blocks. In the spring, we demonstrate our latest competition robot at our school's

STEMposium and at other local STEM events. We are currently developing a formal mentorship partnership with the school in hopes of creating long-term relationships that encourage students to pursue STEM education and careers.
In addition to inspiring future generations through outreach, our team continually strives to innovate technically. In 2025, we implemented lightweight plastic extrusion within our robot's elevator system. This innovative design reduced overall robot weight, allowing us to allocate more of our weight limit to other critical systems while also achieving a faster elevator than most competing teams. In the offseason, we developed an object-detection system designed to streamline game piece intake. Using an onboard camera connected to an auxiliary co-processor, our robot runs a neural network trained to recognize game pieces. Once detected, the robot can autonomously track and collect the piece, reducing driver workload and improving overall efficiency. This builds upon our successful implementation of vision systems during the 2025 season, where we achieved the third-highest autonomous performance at one of our regional events. By utilizing advanced vision-based localization, our robot was able to identify its position on the field at all times and score game pieces entirely autonomously during matches.

How has the program impacted the students? What changes or developments have you observed?

Our robotics team is the largest organization at our school and provides a wide range of opportunities to ensure that every student can find a place where they belong. Through collaboration, problem-solving, and hands-on engineering experience, team members develop valuable skills that help prepare them for future careers.

Thanks to one-time funding we received last year, we were able to purchase an FRC Kitbot that rookie members had the opportunity to build, wire, program, and drive themselves. We were able to enter this robot at the offseason competition hosted during the Tennessee Valley Fair, giving rookies an exciting introduction to the world of FRC..This year, we have taken an additional step to ensure that new members have an engaging and enriching rookie year while gaining as much hands-on experience as possible, and we are currently in the process of building three separate driveable chassis.

We have also seen a rise in graduating seniors entering science and engineering fields, from electrical and aerospace engineering to computer science and applied AI.

Provide a brief inventory of the primary equipment currently designated to your robotics program.

Our team has two rolling tool chests (one for mechanical and one for electrical), basic hand tools and accessories, one carbon fiber printer, one laptop, a hydraulic cart, two robot controllers, storage cabinets, and several robot batteries.

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Describe the goals you aim to achieve through these activities.

We plan to have three robots in production at all times in the upcoming year to help accommodate the great amount of interest we have in terms of increased team membership. We had 75 team members in the past school year, and we are continuing to work hard to make sure that everyone who wants to learn about robotics gets that chance. In order to keep several projects going at once, we will need a great amount of supplies in regards to aluminum extrusion, hex shafts, churro rods, motors, motor controllers and wheels. In addition, our batteries are getting old and aren't keeping enough charge to keep up with the more powerful motors we are using, so we need new batteries.

Are there any enhancements or expansions planned for your robotics program with the additional funding? New equipment? More grade levels? Increasing team capacity?

In order to accommodate the very large number of students interested in our program, we must have additional supplies and components. Having additional prototyping materials ensures everyone gets a hands-on robotics experience with the opportunity for multiple iterations.

How do you anticipate the award funding will impact the educational outcomes of your robotics program? Describe any expected improvements in student learning, engagement, or performance.

During the past school year, our team has travelled to FIRST World Championships to compete. This was a very defining experience for our students, who only a couple of years ago had no hope of competing at the world stage. Now, we have an enormous amount of interest in our program, and we want the opportunity to engage all of these students in a quality learning experience that prepares them for future educational opportunities and careers. We must keep our momentum of success going to sustain this large and valuable program. The award funding will allow us to have the supplies and components necessary for this engagement.

What steps will you take to ensure the sustainability of the improvements or expansions made with this award funding? How will you continue to support these initiatives in the future?

Our past year's accomplishments as well as next year's innovations funded by this grant are springboards for new community sponsorships and other grants. Our recent success and newfound confidence drives our team's enthusiasm for the robotics program, making sure that our team members continue to stay involved in the program and attracting new recruits. We increased our funding by 400% last year, but we still have a need for more in order to be competitive, keep up with the newest technology, and meet our innovation objectives. We feel

that our current momentum will drive fundraising this year for an even more successful budget increase, as it did last year. Great steps are being taken to continue to increase our team's learning and funding by identifying stakeholders within the school and the community to set goals and objectives, pinpoint potential sponsors, and be innovative with fundraising strategies.

Budget:

½" churros 36"x10	117
½" rounded hex shafts 36"x13	351
3 Kraken x60 motors	653.97
Battery 2-pack x3	360
Maxtube extrusion 2x1 predrilled grid 1/16" 47"x10	287.50
Maxtube extrusion 2x1 predrilled grid ⅛" 47"x10	397.50
Maxtube extrusion 1x1 predrilled grid 1/16" 47x6	132
Maxtube extrusion 1x1 predrilled grid ⅛" 47"x6	198
Total	$2,500

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-603

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

From: Kavak, Naz (US) <kavak@battelle.org>
Sent: Thursday, July 30, 2026 3:26 PM
To: TRACY ANDERSON <tracy.anderson@knoxschools.org>
Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Tracy Anderson

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for Northwest Middle School has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.

- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.

- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.

- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.

- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.

- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at Northwest Middle School

Congratulations again!

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Northwest Middle School

Contact Person's Name: Tracy Anderson

Email address: tracy.anderson@knoxschools.org

Phone Number: 865-594-1345, cell 865-405-9037

The amount of gr

If these number are

PLEASE MAKE

AMOUNT OF GRANT FUNDING APPROVED:* $ 2,500

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	Total Cost
Estimated Travel Costs	From travel template (required if requesting funds for travel)	NA	NA	$ -
Registration	FLL Challenge team registration, 26-27 season	2	$ 289.00	$ 578.00
Season Challenge Kit 26-27	FLL Challenge set, 26-27 season	1	$ 110.00	$ 110.00
Registration	VEX-IQ team registration, 26-27 season	4	$ 200.00	$ 800.00
				$ -
VIQRC 26-27 Field set-up kit	Level Up" Full Game & Field Element Kit	1	$ 180.00	$ 180.00
VEX EXP Education Kit	Robot kit for TSA Robotics Event ($819.49), plus shipping	1	$ 832.00	$ 832.00
			$ -	$ -

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-604

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

To: KATHLEEN DEVINNEY <kathleen.mcnamara@knoxschools.org>
Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Katie DeVinney

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for South-Doyle High School has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14.** TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request for an extension through the change request form.
- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at South-Doyle High School

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

Budget Template

Please submit this document in **Excel** format.

School/Org Name: South Doyle High School Robotics

Contact Person's Name: Katie DeVinney

Email address: kathleen.mcnamara@knoxschools.org

Phone Number: 510-672-5127

The amount of gr

If these number are

PLEASE MAKE

AMOUNT OF GRANT FUNDING APPROVED:* $ 2,500

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	Total Cost
Registration Costs	Registration for Smoky Mountain Regional	1	$ 6,000.00	$ 2,500.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-605

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

Subject: UPDATE on your Robotics Award Application with TSIN

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear James Jordon

Thank you for submitting your proposal for the TVA STEM Robotics Awards, sponsored by TVA and BVI and administered by the Tennessee STEM Innovation Network (TSIN – Battelle). We were thrilled to receive over 300 applications, requesting over $1 million in funding – a testament to the incredible commitment to expanding robotics programs across our communities.

We are delighted to inform you that your proposal for West High School NJROTC has been selected for funding in the amount of $2500 Congratulations on this achievement!

To ensure a smooth process and timely delivery of your award funds, please review the following next steps:

Next Steps to Access Your Award Funds

1. Financial Documentation Verification

- Please check this link to see if your institution's financial verification is already complete. If your institution/organization is listed, no further action is needed - simply coordinate with your district office to access the funds, which will be distributed on or before October 1.
- If your institution/organization is not listed, a financial representative from your district or charter/private school must complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the provided link (not via email). Payment will be processed approximately 45 days after verification.
- **Note: Forms must be completed by the district, not the school** (except for private schools).

2. Media and Publicity

- Please keep this exciting news **confidential** and refrain from sharing on social media or other public platforms until **August 14**. TVA will be coordinating press releases and local outreach, and we appreciate your cooperation in maintaining confidentiality until then.
- Be on the lookout for possible communications from a TVA representative, as we are eager to feature many projects in upcoming media opportunities. While we hope to highlight many winners, selections will be based on various factors and not all winners can be featured.

3. Important Deadlines

- **Funding Spend Deadline:** All award funds must be spent by April 30, 2027.
- **Final Report Submission:** A brief final report is due by May 15, 2027. The form is available here and does not require receipts.

4. Frequently Asked Questions

- **Substitutions and Changes:** You may substitute similar items or vendors/brands as needed without prior approval. For significant changes, please use our change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, let us know via the change request form how you wish to reallocate the funds for your robotics program.
- **Reporting and Extensions:** If you anticipate difficulty meeting deadlines, please submit a request

for an extension through the change request form.

- **Award Transferability:** Award funds and purchased items must remain at the original school/organization. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

If you have any additional questions or need assistance, please contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to celebrating your success in advancing robotics education at West High School NJROTC

Congratulations again!

Best regards,
The TSIN Team
Tennessee STEM Innovation Network (Battelle)

Have a question about our Robotics award program? Please email all questions to TSIN@Battelle.org

Budget Template

Please submit this document in **Excel** format.

School/Org Name: West High School NJROTC

Contact Person's Name: James Jordon

Email address: james.jordon@knoxschool.org

Phone Number: 865-594-4494 (work) or 757-450-8125 (cell)

The amount of gr
If these number are
PLEASE MAKE

AMOUNT OF GRANT FUNDING APPROVED:* $ 2,500

Please visit our website for the grant approval application

Item	Description	Quantity	Unit Cost	Total Cost
Estimated Travel Costs	From travel template (required if requesting funds for travel)	NA	NA	$ 510.00
Drones	Robolink CoDrones	4	$ 249.00	$ 996.00
Drone Competition-Union County	Entry Fees for competition	2	$ 50.00	$ 100.00
Drone Competition-Oak Ridge	Entry Fees for competition	2	$ 50.00	$ 100.00
Drone Competition-Central	Entry Fees for competition	2	$ 50.00	$ 100.00
Drone National Championship	Entry Fees for competition	1	$ 395.00	$ 294.00

KCS | DR. JON RYSEWYK
Superintendent
KNOX COUNTY SCHOOLS

May 14, 2026

Mr. Jordon,

This letter is your pre-approval to seek grant funds to purchase classroom kits for building drones and traveling to competitions for the NJROTC program at West High School.

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, including budget creation, be developed in conjunction with the KCS Grants Department. Please feel free to respond by email to me for assistance. All projects involving Facility changes should first complete and submit the FA-100 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

Robotics Award Program - Eligibility Form

1 2 3 4 5 6 7 8 9

Welcome

TVA | BVI

Robotics

Today's youth will become tomorrow's creators and thinkers. They will become the engineers and tradespeople meeting future energy industry challenges. That's why TVA, in partnership with Bicentennial Volunteers Inc., a TVA retiree organization, are investing in our youth through the new TVA Robotics Award Program in addition to the TVA STEM classroom awards program that began in 2015. Together with the Tennessee STEM Innovation Network (TSIN) we are supporting learning opportunities, encouraging competition participation, assisting in team setup and enhancing core skills in robotics. By investing in our youth, we are building the future of our communities.

Why Robotics Awards?
Robotics fosters creativity, problem-solving and teamwork -- skills that are essential for success in the workforce of tomorrow. By introducing students to robotics at an early age, we're helping them develop critical thinking skills that will set them up for future opportunities. This award provides an opportunity to bring cutting-edge technology and hands-on learning to schools and robotics programs outside of the classroom.

What is a robotics team?

A robotics team is an educational initiative designed to teach robotics concepts and engineering principles to a structured group of students who collaborate to design, build, and program robots with the intention to compete in organized competitions at various levels—classroom, local, regional, or beyond. Teams typically follow a structured curriculum that introduces students to robotics fundamentals, problem-solving, and critical thinking. Teams are also goal-oriented, focusing on strategy, innovation, and teamwork to excel.

Please read the following eligibility and award rules prior to filling out this form. If you agree, you may proceed through the form to confirm eligibility and amount. This form may only be filled out once so please answer carefully.

Next

Robotics Award Program - Eligibility Form

2 — 3 — 4 — 5 — 6 — 7 — 8 — 9 — 10 — 11

RESULTS - SCREENSHOT THIS PAGE

Level 2 Program
Your program is eligible to apply for **$2,500** in funding. Please screenshot or write down your program level and funding amount displayed here. You will need this information for your application.

Please press SUBMIT below to receive your confirmation email with a link to apply.

Please note that this is a pre-qualification and not a promise for funding. An award application is required.

Do not press refresh or back.

SUBMIT

11/11

Robotics Award Program Application

Please view our FAQ at www.tsin.org/robotics-awards

1 2 3 4 5 (6) 7 8 9

Robotics Program Information

What grades are invited to be members of the robotics program?(select all that apply) *

- [ ] K
- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5
- [ ] 6
- [ ] 7
- [ ] 8
- [x] 9
- [x] 10
- [x] 11
- [x] 12

How many students are currently in the program? (If this is a new program, how many students are anticipated?) *

9

Are there any restrictions on which students are allowed to participate in the program? If yes, please explain. *

There are no restrictions to be a part of the team.

What are the primary goals and educational objectives of your robotics program? *

In this student-led program, we focus on developing leadership, accountability, and citizenship through hands-on drone operations by coding, piloting, and competing in real-world scenarios. These activities develop analytical reasoning, problem-solving, and technical skills that are essential in today's rapidly evolving STEM fields. Through this program students research and discuss employment opportunities in robotics and unmanned systems. A unique strength of our program is its emphasis on student leadership and accountability. Every participant is given the opportunity to lead events, while a designated student leader oversees team coordination and execution. To reinforce reflection and accountability, students also maintain a detailed logbooks documenting their work, participation, and outcomes— strengthening critical thinking, communication, and responsibility. This program extends learning beyond the traditional classroom by providing access to cutting-edge technology and experiential learning opportunities. Students collaborate as a team, solve complex challenges, and engage in competitive environments that mirror real-world applications of STEM. In our first year of competition, the program achieved significant success by qualifying for and attending the National Championship, where the team earned 3rd place in the Communications event. They demonstrated excellence in both technical and interpersonal skills at a national level.

Describe the structure of your program or the anticipated plan for your program, including any regular meetings, workshops, or classes that are part of the curriculum both inside and outside of the school day. *

Our Drone Program is designed to develop student skills in both competitive drone operations and real-world aviation applications. The program is organized into two smaller competition teams that train together twice weekly, fostering collaboration while allowing for focused team-based development. During practice sessions, students engage in both coding and piloting instruction. For coding, we maintain a dedicated course where students can test, refine, and optimize their programming to improve performance and maximize scoring potential. This hands-on approach encourages problem-solving and iterative learning. Piloting training takes place on two structured courses: a solo skills course and a team-based course. These courses are designed to build precision, coordination, and strategic thinking. All team members are required to learn and demonstrate knowledge of course measurements, setup procedures, and the point

values associated with each obstacle or task, ensuring consistency and competition readiness. In addition to technical training, we provide formal instruction in drone safety and foundational flight operations, establishing safe and responsible piloting habits. Our program also includes preparation for the FAA Part 107 Remote Pilot Certification, which is required for commercial drone operation. Students who successfully pass the FAA Part 107 exam gain industry-recognized credentials, opening pathways to careers in fields such as aerial photography, surveying, agriculture, and emergency services. Through this comprehensive structure, our program equips students with technical expertise, safety awareness, and career-ready certifications.

Does the team participate in any robotics competitions? Please list these past competitions and any notable achievements or awards your program has received. (If this is a new team, please list your anticipated competition plans.) *

In our inaugural year, our Drone Team demonstrated exceptional growth and success by competing in two qualifying events and a national level event. Each competition included multiple components: a coding challenge, a solo piloting skills course, and a team-based flight mission. In addition, teams were evaluated on the quality of their logbook and their ability to articulate their knowledge and teamwork during a formal team interview. Our students excelled across all categories, earning the Judges Award at both competitions, which recognizes outstanding performance, professionalism, and overall program excellence. These achievements culminated in a Second Place overall finish, securing an invitation to compete at the National Championships alongside 42 of the top teams in the nation. The National Championship event spanned two rigorous days of competition and required a high level of technical skill, teamwork, and adaptability. Our team rose to the challenge and was recognized with a Third Place award in Communication, highlighting the students' ability to effectively present their knowledge, strategy, and collaborative efforts. Building on this strong foundation, our program is committed to continued growth. In the upcoming season, we plan to expand our competition schedule while further refining our students' coding, piloting, and communication skills. These efforts will ensure sustained excellence and continued opportunities for student achievement at the highest levels of competition.

Does your robotics program currently participate in, or have plans to participate in, any established robotics platforms? If yes, please specify which platforms. *

Our program participates in competitions through the Robotics Education & Competition (REC) Foundation, a nationally recognized organization dedicated to advancing student engagement in science, technology, engineering, and mathematics (STEM). The REC Foundation provides hands-on, curriculum-based robotics and drone programs that are both sustainable and accessible to schools. Through this partnership, our students benefit from structured, real-world learning experiences that emphasize problem-solving, teamwork, and technical skill development. The REC Foundation's programs are designed to prepare students for future

academic and career opportunities by fostering innovation and critical thinking in a competitive, yet supportive environment.

Describe the scope of your involvement or planned involvement with the above listed platforms, including any specific competitions, educational modules, or collaborative projects you engage in or intend to engage in in the future. *

As the team mentor, I actively support competitions by volunteering as a judge at various events. This involvement provides valuable insight into how competitions are evaluated, allowing our program to better align training with performance expectations while also helping event organizers operate efficiently without increasing costs. This dual role strengthens both our team's preparation and the broader competition community. Leveraging this experience, we are able to enhance the structured training program by connecting our two-week instructional sessions to real-world applications. Students gain a clearer understanding of expectations while developing the technical and professional skills needed to succeed in both competitive and industry environments. In addition to competition preparation, our program is expanding into workforce development through collaboration with a partner school. Together, we are developing a student-led business model for those who earn their FAA Part 107 Remote Pilot Certification and are eligible for commercial drone operations. In this model, certified students will have the opportunity to earn income while applying their skills using drones already acquired by the program. Students will provide services such as aerial mapping, photography, and land surveying, gaining hands-on experience in high-demand industries. As the program continues to grow, we anticipate expanding training opportunities and certifications, opening additional career pathways and increasing student access to real-world, career-connected learning experiences.

Highlight any unique aspects of your program, such as community involvement (please list any partners), interdisciplinary projects, or the use of innovative technologies. *

As our program continues to grow, so do the opportunities for students to apply their skills beyond the classroom. As part of a Navy Junior Reserve Officer Training Corps (NJROTC) program, community service is a core pillar of our mission. We are committed to developing responsible leaders who actively contribute to their communities. As we develop the use of our drone technology, students will be able to support a variety of community-based initiatives. These include assisting with local sporting events through aerial coverage, supporting search and rescue efforts, and contributing to emergency response and disaster relief operations when appropriate. These experiences will allow students to apply their technical training in meaningful, real-world situations while providing valuable services to the community. By integrating drone operations with community service, our program not only strengthens student skills in piloting, data collection, and teamwork, but also reinforces the importance of civic responsibility and leadership. As we expand, we will continue to seek new partnerships and service opportunities that allow our students to make a positive and lasting impact.

Briefly describe how participating in the robotics program has impacted the students involved. What changes or developments have you observed? If the program is new, please answer with "NA." *

In the short time our program has been active, there has been a noticeable and inspiring level of enthusiasm among our students. We have witnessed a genuine passion for learning, as students actively seek out new and innovative ways to improve their coding and piloting skills. This environment has fostered strong peer-to-peer collaboration, where students regularly share knowledge and teach one another newly acquired skills. This collaborative culture not only accelerates learning but also builds confidence and reinforces mastery. Additionally, students have demonstrated a growing desire to take on leadership roles, stepping up to guide teammates, organize training efforts, and contribute to the overall success of the program. These experiences are cultivating critical life skills such as communication, teamwork, and initiative. The combination of curiosity, collaboration, and leadership we are seeing is a clear indicator that this program is not only building technical expertise, but also shaping motivated, forward-thinking individuals prepared for future academic and career success.

Current Robotics Equipment Inventory: Provide a brief inventory of the primary equipment currently designated to your robotics program. *

Our program is equipped with the essential tools and technology needed to support student learning and competitive success. Currently, we maintain a fleet of 14 drones, along with a competition kit that allows students to train in realistic, event-based scenarios. These resources enable consistent hands-on practice in both piloting and mission-based tasks. To support coding and programming, students utilize Chromebooks, providing access to the software and tools necessary to develop, test, and refine their code. In addition, we leverage existing school resources such as desktop computers and a Promethean board, which enhance instruction through interactive lessons, demonstrations, and collaborative problem-solving. By combining dedicated drone equipment with accessible school technology, we are able to maximize instructional time, expand learning opportunities, and ensure all students have the tools needed to succeed. As the program continues to grow, additional resources will further enhance our ability to deliver high-quality, hands-on STEM education. Upon return from the National Championship, we have learned of a great need for upgraded drones.

What specific activities or projects do you plan to undertake with the award funding in the upcoming year? Please describe the goals you aim to achieve through these activities. *

If awarded funding, our program will prioritize the purchase of four additional drones, valued at approximately $996, to increase our training capacity and enhance our competitiveness at both regional events and the National Championship level. Expanding our drone fleet will allow more students to actively participate in hands-on practice, improving both individual skill development and team performance. During the current season, our program required approximately $3,300 to participate in three competitions. Therefore, any remaining funds from this request will be allocated toward essential program expenses, including competition

registration fees, event entry costs, and travel to and from local competitions. Additionally, funds will help support our return to the National Championship, ensuring that our students can continue to compete at the highest level without financial barriers. This funding will directly support student access, competitive success, and program sustainability, enabling us to expand opportunities while maintaining a high-quality, hands-on STEM learning experience.

Are there any enhancements or expansions planned for your robotics program with the additional funding? This could include purchasing new equipment, expanding to more grade levels, or increasing team capacity. *

During our participation at the National Championship, it became evident that our current drones lack the stabilization and agility necessary to compete effectively against more advanced teams. While our students demonstrated strong skills in coding, piloting, and teamwork, the limitations of our equipment created a competitive disadvantage. To address this gap, grant funding will be used to purchase four additional drones, providing students with access to more advanced technology that better reflects current competition standards. Upgrading our equipment will significantly improve flight precision, responsiveness, and overall performance, allowing our team to compete at a higher level. Additionally, we have already seen a measurable increase in student interest and participation in the program. With this growth, expanding our drone inventory is essential to accommodate more students and ensure that all participants have meaningful, hands-on learning opportunities. Increased capacity will allow us to continue fostering engagement while maintaining the quality of instruction and practice. This investment will directly enhance both competitive readiness and program expansion, ensuring that our students have the tools they need to succeed and grow.

How do you anticipate the award funding will impact the educational outcomes of your robotics program? Describe any expected improvements in student learning, engagement, or performance. *

As part of our program initiatives, students are actively trained in equipment maintenance and care, ensuring that all drones are properly serviced and remain in optimal working condition. This hands-on responsibility fosters accountability while promoting the long-term sustainability and reliability of our equipment. Through proper maintenance practices, students gain a deeper understanding of drone systems, which enhances both troubleshooting skills and overall operational readiness. Well-maintained and improved equipment accuracy, directly contributes to stronger performance in competition, enabling students to better apply their coding and piloting skills and execute more precise and deliberate flight maneuvers. As a result, our team is better positioned for higher placement in competitive events, while also reinforcing real-world practices that are essential in both industry and aviation settings.

What steps will you take to ensure the sustainability of the improvements or expansions made with this award funding? How will you continue to support these initiatives in the future? *

Robotics Award Program Application

Please view our FAQ at www.tsin.org/robotics-awards

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Acknowledgment and Branding Requirements

As part of our commitment to fostering advancements in robotics education, TVA and BVI are proud to support schools and non-profits and their robotics teams through this award. Our goal is to not only provide financial assistance but also celebrate and raise awareness of the importance of robotics programs in education. To achieve this, we kindly request acknowledgement and brand recognition from all award recipients in the following manner:

Public Acknowledgment: We ask that schools or non-profits express their gratitude for the support provided by TVA and BVI through appropriate public acknowledgments. This helps to highlight the collaborative effort in enhancing Robotics education and encourages further support from the community.

Banners at Competitions or Events: Teams participating in robotics competitions or events, we request the inclusion of the TVA and BVI's logo on banners or posters. This will be provided in a format suitable for printing and should be positioned in a visible area to acknowledge the support provided.

Team Apparel: Team purchasing t-shirts or other apparel, we request the inclusion of the TVA and BVI's logo on the apparel. This will be provided in a format suitable for printing and should be positioned in a visible area to acknowledge the support provided.

Marketing Materials and Social Media: Teams creating marketing materials or engaging in social media activities, we ask that TVA and BVI be acknowledged as a supporter. This can include adding our logo to printed materials and tagging our organization in relevant social media posts. This acknowledgment helps to enhance the visibility of the support network behind the team and promotes further community engagement.

Photos and Videos: Teams are required to use the tag #TVARobotics in photo and video posts that capture team activities and competitions. Only include high

quality images and videos. Videos should be 15 seconds or less and recorded in landscape aspect ratio. (Teams will be required to submit a photography release with their application.)

Agreement: By accepting this award, recipients agree to adhere to these acknowledgment requirements, which are intended to foster a positive and supportive relationship between TVA, BVI, Battelle and the educational community. We believe that these collaborative efforts are crucial in advancing the impact of robotics programs and inspiring future innovators.

☑ **I AGREE to the acknowledgement and branding requirements listed above. ***

Back Next

Robotics Award Program Application

Please view our FAQ at www.tsin.org/robotics-awards

2 3 4 5 6 7 8 9 10

Terms and Conditions

I acknowledge that I am the team leader who wrote this award and I will be the one performing the work. *

◯ I agree.

All submissions must be written and submitted by the team leader who will be directly working with the robotics team. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded funding, I agree to fully expend the funds as outlined in the submitted proposal by April 30, 2027. *

◯ I agree.

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded funding, I agree to submit the required online report on or before May 15, 2027. *

◯ I agree.

I understand that this report must include how the funds were used, a brief description of implementation, and one photograph.

Should I be awarded funding, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

◯ I agree.

This includes photographs, logos, published/printed information, and any other information related to this award and how the funds were spent.

I understand that awards can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

◯ I agree.

Payments are not made to individual schools unless they are private/charter schools.

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

◯ Yes

◯ No

Back Submit

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-606

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of TVA STEM Robotics grant funds in the amount of $2500 each for West High School, Gresham Middle School, L&N Stem Academy, South Doyle High Schools, and Northwest Middle School.

Cost to Knox County Schools

$0

Description and Type of Funding Source

TVA STEM Robotics grant

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

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Peter R. Marsh Foundation Music Grant for Hardin Valley Academy

Submitted By: Terri Coatney

Department: Academics **Division:** Region 2

Explanation

Approve Peter R. Marsh Foundation Music Grant in the amount of $1,850.00 for Hardin Valley Middle School - *Recommended by Superintendent*

Fiscal Impact

Attachments

Information

Fiscal Note

---

the choice to serve

Peter R. Marsh Foundation

prmfoundation.org

August 10, 2026
Middle School Music Grant

Dear Grantee,

Congratulations! You have been selected to receive a Music Grant from the Peter R. Marsh Foundation. Your Grant Check is enclosed. **Please deposit promptly.**

The Music Grant Guidelines and Conditions, found at https://www.prmfoundation.org/music-grant/, are summarized below to ensure your familiarity with all the governing conditions:

- Grant funds must be used for the musical education expenses and transportation costs as you specified in your Grant Request Form.
- During the current school year, your music students are to provide a minimum of three musical performances for local senior citizens. Two of these performances must take place at senior facilities (retirement communities, senior centers, care facilities). You must also create the opportunity for the students to have personal verbal interaction with the audience members directly after each performance.
- The types of performances (vocals, instrumental) and the number of students (preferably all) who participate in each performance are determined by you.
- We recommend that you share the empathy/compassion objective of the Grant performance with the Activities Director of each senior venue and encourage them to prepare their audience to fulfill this goal during the post-performance visitations.
- Near the completion of the school year, the Foundation will provide a compulsory Grant Performance Report for you to complete and return by the stated deadline. Please include photos and/or links to video clips of each performance and especially, the interaction between seniors and students in the Report.

We look forward to learning of the successes that you, your students, your school and the senior citizens of your community have experienced through your efforts and this Grant program.

Thank you for your time and effort! Best wishes to you for a most successful school year!

Matt Wetzel – Executive Director
Peter R. Marsh Foundation

Hardin Valley Middle School		8/10/2026	7511
	HVMS - Knoxville, TN - IN TRUST		1,250.00
	Transport to Sr Facilities		600.00
Columbia Bank Check	Music Program Grant 2026		1,850.00



PETER R. MARSH FOUNDATION (HTTPS://WWW.PRMFOUNDATION.ORG/)

Middle School Music Grant | High School Scholarship Award

High School Pathways Club (https://www.prmfoundation.org/pathways-club-grant/)

News / Stories (https://www.prmfoundation.org/news/) | Contact (https://www.prmfoundation.org/contact/)

Middle School Music Grant

Purpose, Guidelines and Conditions

PROGRAM ADMINISTRATORS

Jan Greco jgreco@prmfoundation.org (mailto:jgreco@prmfoundation.org)
Shelly Peper mpeper@prmfoundation.org (mailto:mpeper@prmfoundation.org)

PURPOSE – FUNDS - GUIDELINES – CONDITIONS

PURPOSE

The Purpose of the Middle School Music Grant is to provide students with impressionable performance experiences with engaging, informal audiences where the world of music comes to life for them. Through the blending of their hearts and imaginations, this opportunity will inspire the students to grow as musicians and compassionate members of their community.

THE MUSIC GRANT FUNDS

Based upon the meaningful needs of a music program, a music teacher can apply for a Grant for any amount up to a maximum of $1,850.00. The Grant funds can only be used for:

- Instruments, instrument repair, and accessories.
- Student transportation to the senior facilities (up to 3 trips).

- Music & curriculum, workbooks, consumables, classroom supplies.
- Performance equipment materials and attire.

Please note: Nationwide, many hundreds of Grant Requests are received and awarded annually by the Foundation. To include some of the teachers who may otherwise be denied a Grant due to the Foundations' budgetary constraints, all applying teachers are encouraged to limit their funding requests to meaningful needs only.

GUIDELINES AND CONDITIONS

1. The Grant is available to public middle school music teachers (grades 5 – 9) in the United States who teach a music class consisting of a minimum of 15 students.
2. Only Public Middle School Music Teachers may apply for this Grant, to apply personally and exclusively of AI and other interventions.
3. Grant funds are intended to enhance the teacher/student resources which benefit both current and future students. The use of Grant funds for food, entertainment, awards of varying types, unrelated off-campus activities, private lessons, scholarships, adjudications, registration fees, tuitions, personal expenses, commissioned pieces, tutors, coaches, clinicians, guest presenters, accompanists, chaperones, instructors and any other item not stated in the "The Music Grant Funds" section is prohibited.
4. Grants are limited to one per school per school academic year.
5. The Grantee (music teacher) and their middle school students (grades 5 – 9 only) must provide a minimum of three (3) musical performances AND visitation engagements with senior audiences during the current school year. At least two (2) of the engagements must take place at senior facilities (retirement communities, senior centers, care facilities, VA/VFW halls) while one (1) event may be held at another venue (such as a veteran's event at a school). Every event must include an interpersonal post-performance student/senior visitation.
6. When/where possible, every student should participate in at least one senior event as a performer or observer. The primary element of the visitation is the interpersonal engagement with the seniors, not the musical

performance.

7. Grantees are encouraged to communicate the Purpose of this Grant to the Activities Director of each senior facility and encourage them to prepare the seniors to actively engage with the students.

8. All Foundation communications with the Grantee will be via email. Grantees must promptly acknowledge the automated confirmation email. Failure to respond promptly may result in the Grant Request being denied.

9. The Foundation reserves the right to review purchase records, to require reimbursement of unauthorized expenditures, and to adjust the terms of this Music Grant Program without advanced notice.

10. The FAQ page of this website provides additional Guidelines of influence.

11. The Grantee is to obtain photographs of each student/senior engagement to be shared with the Foundation within the Activities Report. (Video's optional.)

ACTIVITIES REPORT

At or near the end of the school year, the Grantee is to complete and submit a "Activities Report" provided by the Foundation. The Report provides the Foundation with a vision of the Grantees activities, and which includes photographs of each student/senior engagement.

MUSIC GRANT ADVISORY COMMITTEE

Before completing this Grant Request Form, all applicants are encouraged to read the "Music Grant Reviews" (and FAQ's) on this website and the Foundation's Facebook page where numerous teachers share their past achievements and performance diversities of this Grant Program. These accomplished music teachers, who comprise the Foundation's de facto "Music Grant Advisory Committee", repeatedly affirm that the in-person student/senior interpersonal visitation is of utmost importance to the development of the students as musicians and compassionate members of their community.

IMPORTANT DATES AND NOTES

- Music Grant Request Forms are accepted by the Foundation between July 1st and January 31st.
- The Foundation will notify the Grant Applicant via email if their Grant Request has been approved. Within 21 days of approval, a check will be issued in trust for the Grantee and mailed to the address provided by the Grantee.
- Performances taking place prior to the Grant Award date do not qualify as a required performance.
- All performances and the Activities Report must be completed by the end of the current academic year, or by June 15th – whichever occurs first.

Music Grant Request Form > (https://www.prmfoundation.org/music-grant-request-form/)

CONTACT AND QUESTIONS

Jan Greco jgreco@prmfoundation.org (mailto:jgreco@prmfoundation.org)
Shelly Peper mpeper@prmfoundation.org (mailto:mpeper@prmfoundation.org)

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Featured Stories

Peter R. Marsh Foundation
1 month ago (https://facebook.com/362230414233749)

Music Grant: "Just to be able to have the funds to purchase needed materials and to provide transportation to the performances has been incredible. Our three performances out of the building are truly my student's favorite part of the year. They have grown into confident young musicians from being able to perform in this kind of setting where everything they do is deeply appreciated."

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-608

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve Receipt of Peter R Marsh Foundation grant funds in the amount of $1850 for Hardin Valley Middle School chorus student transportation and music curriculum.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Peter R Marsh Foundation

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

Contracts 9. A.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Commercial Grade HVAC Installation and Repair Contracts

Submitted By: Terri Coatney

Department: Operations **Division:** Maintenance & Operations

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Explanation

Approve Contracts with Alpha Mechanical Service LLC, Archer Air Conditioning Service Co. Inc., J&F Mechanical, Inc., Lee Company, and McMahan Mechanical, Inc. for provision of Commercial Grade HVAC Installation and Repair up to $1,000,000.00 annually for the term of October 1, 2026 through September 30, 2027, which may be extended for four (4) additional years (Bid 3751) - *Recommended by Superintendent*

Fiscal Impact

Attachments

Alpha Mechanical Contract
Archer Air Conditioning Contract
J&F Mechanical Contract
Lee Company Contract
McMahan Mechanical Contract
Fiscal Note

KNOX COUNTY GOVERNMENT

AND

ALPHA MECHANICAL SERVICE LLC

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 ALPHA MECHANICAL SERVICE LLC.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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 #: 26-610 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 8/26/2026

ALPHA MECHANICAL SERVICE LLC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Bid Envelope Must Show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@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 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 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.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.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, an all-or-none basis or by a multiple award. Knox County also reserves the right to not make an award. The evaluation criteria are listed herein.

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, nor will Knox County be responsible for submittals delivered to addresses and 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.

Responses 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 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.

1.8 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers

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 **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.

1.11 **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.

1.12 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," 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 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.17 **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.

1.18 **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 email. 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 E-Commerce 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 E-Commerce 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.

1.19 **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:** 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.

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

1.23 **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 **July 16, 2026, at 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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

1.26 **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.

1.27 **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.

1.28 **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 **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.

1.30 **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.

1.31 **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 On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

1.32 **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 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 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 bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's 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. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance.

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 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 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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, which 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.

2.19 **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, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.20 **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 offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.21 **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.

2.22 **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.

2.23 **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 proposal 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.

2.24 **TERMINATION:** County may terminate this agreement with or without cause at any time. 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.

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes 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/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

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 reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves 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 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.

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor 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 (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) 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 so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

3.14 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **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(s). 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.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

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

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the project is in effect.

3.19 **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 addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- 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).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids 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.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **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.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

3.26 **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.

3.27 **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.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor 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 Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor 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.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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)

Title: _____ Date: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as 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 Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary):_____

_____

_____

_____

5.19 Total Staff Size: _____ Technicians: _____ Apprentices: _____ Helpers _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 / 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	
YES	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 AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (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: _____

ATTACHMENT C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name Alpha Mechanical Service LLC

5.2 Vendor Address 7200 Distribution Drive

City Louisville State KY Zip 40258

5.3 Telephone Number 888-212-6324 Fax Number 866-296-8035

5.4 Vendor Number As Assigned By The Knox County Procurement Division N/A

5.5 Contact Person Sarah Wright

5.6 Contact Person's Email sarah.wright@aamservice.com

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: July 29, 2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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)

Title: CFO Date: July 29, 2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: July 29, 2026

5.8 Vendor's Knox County Business License Number 1001227288
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of 0 % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes X No _____

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

5.13 Did you include the Insurance Checklist as per section 3.18? Yes X No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes X No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.16 Do you accept the Terms and Conditions of the bid? Yes X No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES-(CONTINUED)

VENDOR NAME: Alpha Mechanical Service LLC

5.17 Number of Years in Business: 29

5.18 Major Equipment Owned (attach additional pages if necessary): SEE ATTACHED EQUIPMENT LIST

5.19 Total Staff Size: 8 Technicians: 8 Apprentices: 0 Helpers 0

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$115.00	$170.00
5.20.2	HVAC Technician	Hour	$115.00	$170.00
5.20.3	Electrician	Hour	$115.00	$170.00
5.20.4	Sheet Metal Worker	Hour	$115.00	$170.00
5.20.5	Pipe Fitter	Hour	$115.00	$170.00
5.20.6	Welder	Hour	$115.00	$170.00
5.20.7	Certified Welder	Hour	$115.00	$170.00
5.20.8	Mechanic	Hour	$115.00	$170.00
5.20.9	Laborer	Hour	$105.00	$150.00
5.20.10	Helper	Hour	$ 90.00	$ 130.00

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 SEE BELOW %

*Will negotiate additional discount once the pricing specifications are provided by the customer.

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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.			LIMITS
			EACH OCCURRENCE	$1,000,000
		COMMERCIAL GENERAL LIABILITY	FIRE LEGAL LIABILITY	$ 100,000
		CLAIM MADE I X I OCCUR	MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		POLICY | XI PROJECT | | LOG	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 Inc. GL	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES Inc. GL	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE PROFESSIONAL LIABILITY	$1,000,000	
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 & 0	$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: Lockton Companies AUTHORIZING SIGNATURE: Melissa Bassett
BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: Alpha Mechanical Service LLC AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED,§ 50-9-113

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

I, Robert M. Haydon, President or other Principal Officer of

Alpha Mechanical Service LLC, 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: Alpha Mechanical Service LLC
Name of Company

STATE OF ~~TENNESSEE~~ KY {COUNTY OF Jefferson }

Subscribed and sworn before me by Robert M. Haydon

President or Principal Officer of Alpha Mechanical Service LLC,

On this 29 day of July 2026

Notary Public

My Commission expires: 01/18/2030

ZACHARY IAN DURBIN
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
COMMISSION # KYNP43505
MY COMMISSION EXPIRES JANUARY 18, 2030

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Robert M. Haydon, President or other Principal

Officer of Alpha Mechanical Service LLC, 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: Alpha Mechanical Service LLC
Name of Company

STATE OF ~~TENNESSEE~~ } KY
COUNTY OF Jefferson }

Subscribed and sworn before me by Robert M. Haydon

President or Principal Officer of Alpha Mechanical Service LLC

On this 29 day of July 2026

Notary Public

My Commission expires: 01/18/2030

ZACHARY IAN DURBIN
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
COMMISSION # KYNP43505
MY COMMISSION EXPIRES JANUARY 18, 2030

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

SEE ATTACHED

B. Detail the training program that will be provided to KCSMO.

SEE ATTACHED

HVAC Technician and KCSMO Training Program

Alpha Energy Solutions recognizes that successful HVAC service extends beyond completing an individual repair or installation. Long-term performance depends on qualified technicians, proper operating practices, effective knowledge transfer, and a strong working partnership with the Knox County Schools Maintenance and Operations Department ("KCSMO").

Alpha will provide KCSMO with a comprehensive training and knowledge-transfer program throughout the contract. This program will combine Alpha's structured technician-development process with equipment-specific training for KCSMO personnel.

1. Alpha HVAC Technician Qualifications and Apprenticeship Training

Alpha's HVAC technicians are developed through a structured five-year apprenticeship program. The apprenticeship combines formal classroom instruction, supervised field experience, safety training, equipment diagnostics, and progressively more advanced service responsibilities.

Throughout the five-year program, technicians receive training in the following areas:

- HVAC fundamentals and refrigeration principles
- Electrical theory, controls, motors, starters, relays, and variable-frequency drives
- Commercial heating, cooling, and ventilation systems
- Refrigerant handling, recovery, evacuation, charging, and leak detection
- Commercial rooftop units, split systems, packaged systems, boilers, pumps, air handlers, and hydronic systems
- Chilled-water and hot-water systems
- Building automation and temperature-control systems
- Preventive and predictive maintenance procedures
- Airflow measurement, balancing fundamentals, and indoor-air-quality considerations
- Equipment troubleshooting and root-cause analysis
- Reading mechanical drawings, wiring diagrams, control schematics, and equipment submittals
- Equipment installation, start-up, commissioning, and operational verification
- Energy-efficient equipment operation
- Occupational safety, electrical safety, lockout/tagout, fall protection, confined-space awareness, and jobsite hazard recognition
- Customer communication, service documentation, and professional conduct in occupied facilities

Apprentices work under the direction of experienced journeymen and supervisors. Their responsibilities increase as they demonstrate competency in each area. This process allows Alpha to verify that technicians assigned to KCSMO facilities possess the practical experience, technical knowledge, and safety awareness required for commercial HVAC work in an active school environment.

In addition to the five-year apprenticeship program, Alpha technicians receive continuing education throughout their careers. Ongoing training may include manufacturer courses, new-equipment orientation, controls training, refrigerant-regulation updates, safety refreshers, troubleshooting workshops, and instruction on emerging HVAC technologies.

2. Training Provided to KCSMO Personnel

Alpha will provide practical, site-specific training to designated KCSMO employees for equipment installed, replaced, repaired, or substantially modified under this contract. Training will be coordinated with the KCSMO representative and scheduled to minimize disruption to school operations.

Training may be conducted at the individual school, central maintenance facility, project site, or another mutually agreed location.

The training program will include the following components.

Equipment Operation

Alpha will explain the normal operation of serviced or newly installed HVAC equipment, including:

- Equipment purpose and design intent
- Normal operating sequence
- Start-up and shutdown procedures
- Occupied and unoccupied operating modes
- Heating and cooling changeover
- Thermostat, controller, and operator-interface functions
- Normal operating temperatures, pressures, and setpoints
- Equipment staging and capacity control
- Alarm identification and basic alarm response
- Seasonal operating considerations

Preventive Maintenance

KCSMO personnel will receive instruction on recommended preventive-maintenance practices, including:

- Filter inspection and replacement
- Coil inspection and cleaning
- Belt inspection, alignment, and tension
- Bearing and motor inspection
- Condensate-pan, drain, and trap maintenance
- Refrigerant-system visual inspections
- Electrical-connection inspections
- Damper and actuator inspections

- Lubrication requirements
- Heat-exchanger and burner inspections
- Pump, valve, and hydronic-system checks
- Recommended maintenance frequencies
- Identification of conditions requiring service by a qualified HVAC technician

Alpha will distinguish between routine tasks that KCSMO personnel can safely perform and work that should only be completed by properly trained or licensed technicians.

Troubleshooting and Early Problem Recognition

Alpha will train KCSMO personnel to recognize common indicators of equipment problems before they result in a major failure. Training will include:

- Unusual noise or vibration
- Abnormal temperature or humidity conditions
- Inadequate airflow
- Frequent cycling
- Water or refrigerant leakage
- Repeated alarms or fault codes
- Excessive energy usage
- Ice formation
- Condensate overflow
- Motor overheating
- Belt wear or misalignment
- Unusual odors
- Loss of communication with the building automation system

The training is intended to help KCSMO personnel identify and accurately report developing problems. It will not encourage unqualified personnel to perform work that requires specialized tools, certifications, licensing, or safety precautions.

Building Automation and Controls

Where applicable, Alpha will provide instruction on the building automation or equipment-control functions associated with the work. Training may include:

- Navigating the operator interface
- Viewing equipment status
- Reviewing temperatures and setpoints
- Adjusting authorized schedules and setpoints
- Understanding occupied and unoccupied modes
- Reviewing alarms and fault histories
- Identifying communication failures
- Understanding equipment interlocks
- Recognizing the difference between a control problem and a mechanical problem

- Avoiding unauthorized overrides that could affect equipment performance or energy consumption

Any limitations on KCSMO access or system modifications will be clearly explained.

3. Training in New or Replacement Equipment

For new or replacement HVAC equipment, Alpha will provide an equipment-specific orientation before final project closeout or shortly after start-up.

The orientation will include, as applicable:

1. Identification of the equipment and major components.
2. Review of the manufacturer's recommended operating procedures.
3. Demonstration of normal start-up and shutdown.
4. Review of control sequences, schedules, and setpoints.
5. Demonstration of filter, belt, lubrication, drain, and other routine-maintenance access points.
6. Review of applicable safety precautions.
7. Explanation of alarm conditions and fault codes.
8. Review of warranty requirements and prohibited actions that could affect warranty coverage.
9. Identification of recommended spare parts and consumable items.
10. Review of manufacturer contact information, Alpha service procedures, and emergency-response procedures.

When practical, training will include a hands-on walk-through so KCSMO personnel can see the actual equipment operate rather than relying solely on classroom instruction.

4. Training Materials and Documentation

Alpha will provide applicable training and closeout information in an organized format. Depending on the nature of the project, documentation may include:

- Manufacturer operation and maintenance manuals
- Equipment submittals and product data
- Start-up reports
- Equipment model and serial numbers
- Warranty information
- Recommended maintenance schedules
- Control diagrams and sequences of operation
- Equipment-specific troubleshooting information
- Filter, belt, bearing, lubricant, and replacement-part information
- Safety data sheets when applicable
- Updated equipment or asset information
- Service reports describing completed work

- Photographs of completed work when appropriate
- Alpha's service and emergency-contact information

Electronic copies will be provided when available so KCSMO can incorporate the information into its maintenance records or asset-management system.

5. Service-Call Knowledge Transfer

Alpha's training commitment will continue during routine and emergency service calls. When appropriate, the assigned technician will review the following information with the designated KCSMO representative:

- The reported problem
- Diagnostic steps taken
- The root cause of the failure
- Repairs performed
- Parts replaced
- Current operating condition
- Recommended follow-up work
- Measures that may help prevent recurrence
- Conditions that should be monitored
- Potential effects on related equipment

This technician-to-KCSMO communication will provide ongoing, practical training based on actual equipment conditions within the school system.

6. Customized Group Training

At KCSMO's request, Alpha will coordinate focused training sessions addressing recurring issues or specific equipment types. Potential subjects include:

- Commercial rooftop-unit maintenance
- Refrigeration-cycle troubleshooting
- Boiler and hydronic-system fundamentals
- Chiller-system fundamentals
- Variable-frequency drives
- Building automation and HVAC controls
- Electrical troubleshooting for HVAC equipment
- Indoor-air-quality considerations
- Energy-efficient operating practices
- Refrigerant management
- Seasonal start-up and shutdown
- Preventive-maintenance planning
- Root-cause failure analysis
- HVAC safety and lockout/tagout procedures

The subject matter, training length, number of attendees, and location will be coordinated with KCSMO in advance. Alpha may also arrange manufacturer participation when specialized factory training would benefit KCSMO.

7. Safety Training and School-Specific Practices

Because the work will occur in active educational facilities, Alpha will emphasize safe work practices and coordination with KCSMO. Technician and KCSMO training will address:

- Lockout/tagout requirements
- Electrical and mechanical hazards
- Refrigerant safety
- Ladder and fall protection
- Hot-work precautions
- Safe access to roofs, mechanical rooms, and equipment areas
- Maintaining secure work areas
- Protecting students, staff, visitors, and school property
- Controlling dust, debris, noise, and odors
- Proper housekeeping and removal of waste
- Communication before equipment shutdowns
- Coordination of work affecting occupied spaces
- Emergency contact and escalation procedures

Alpha technicians will comply with KCSMO site-access, identification, security, background-check, and conduct requirements.

8. Training Verification

For formal or equipment-specific training sessions, Alpha can document:

- Date and location of training
- Equipment or systems covered
- Name and qualifications of the instructor
- Training topics
- Names of attendees
- Questions or follow-up items
- Training materials provided

Attendance records or sign-in sheets can be submitted to the designated KCSMO representative upon request.

9. Continuous Improvement

Alpha will periodically review service history, recurring failures, equipment condition, and feedback from KCSMO. When repeated issues or knowledge gaps are identified, Alpha will recommend additional training, procedural improvements, preventive-maintenance changes, or equipment corrections.

This continuous improvement process will help KCSMO:

- Reduce repeat service calls
- Improve equipment reliability
- Identify problems earlier
- Extend equipment service life
- Improve maintenance consistency
- Reduce unnecessary energy consumption
- Better plan future repairs and capital replacements
- Maintain comfortable and dependable learning environments

Commitment to KCSMO

Alpha Energy Solutions will approach training as an ongoing partnership rather than a single project-closeout requirement. By combining the experience of technicians developed through a five-year apprenticeship program with site-specific instruction, hands-on demonstrations, complete documentation, and continuing service-call knowledge transfer, Alpha will help KCSMO operate and maintain its HVAC assets safely, efficiently, and reliably throughout the contract.

Knox County
Business Tax Standard License

April 20, 2026

ALPHA MECHANICAL SERVICE, LLC
7200 DISTRIBUTION DR
LOUISVILLE KY 40258-2827

Letter ID:	L0206922688
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1001227288 and your classification is 4. 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 April 15, 2027. 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.

ALPHA MECHANICAL SERVICE, LLC
7200 DISTRIBUTION DR
LOUISVILLE KY 40258-2827

Date Issued:	20-Apr-2026
Classification:	4
Letter ID:	L0206922688
License Number:	1001227288
Expiration Date:	15-May-2027

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Alpha Mechanical Service LLC

2 Business name/disregarded entity name, if different from above.

d/b/a Alpha Energy Solutions

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

7200 Distribution Drive

6 City, state, and ZIP code

Louisville, KY 40258

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	1	–	0	4	5	6	3	9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Robert Haydon CFO | **Date** 7-23-2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ALPHA EQUIPMENT RENTAL RATES 5% Increase

EQUIPMENT	Daily	Weekly	Monthly
ACID PUMP CHEMICAL PUMP	$ 50.00	$ 200.00	$ 600.00
AIR ARC MACHINE	$ 35.00	$ 140.00	$ 420.00
BACKPACK COIL CLEANER	$ 35.00	$ 140.00	$ 420.00
BALOMETER (AIR BALANCE)	$ 75.00	$ 300.00	$ 900.00
CHEMICAL PUMP	$ 30.00	$ 120.00	$ 360.00
CHILLER PRESSURIZER	$ 200.00	$ 800.00	$ 2,400.00
CHIPPING HAMMER	$ 40.00	$ 160.00	$ 480.00
CHLORINE TEST	$ 60.00	$ 240.00	$ 720.00
CLOG BLASTER	$ 15.00	$ 60.00	$ 180.00
COIL GUN	$ 25.00	$ 100.00	$ 300.00
COMBUSTIBLE LEAK DETECTOR	$ 40.00	$ 160.00	$ 480.00
CONCRETE SAW	$ 90.00	$ 360.00	$ 1,080.00
CONFINED SPACE ENTRY - DEPT 2	$ 385.00	$ 1,540.00	$ 4,620.00
CONFINED SPACE ENTRY	$ 400.00	$ 1,600.00	$ 4,800.00
CONFINED SPACE ENTRY EQUIPMENT	$ 125.00	$ 500.00	$ 1,500.00
DIAL INDICATOR	$ 55.00	$ 220.00	$ 660.00
DOPPLER FLOW METER	$ 500.00	$ 2,000.00	$ 6,000.00
DROP HEAD DYE TOOL	$ 15.00	$ 60.00	$ 180.00
DUCT JACK	$ 75.00	$ 300.00	$ 900.00
DUCT LIFT	$ 60.00	$ 240.00	$ 720.00
ELECTRIC JACK HAMMER	$ 75.00	$ 300.00	$ 900.00
ELECTRIC LEAK DETECTOR	$ 25.00	$ 100.00	$ 300.00
ELECTRIC WELDER	$ 50.00	$ 200.00	$ 600.00
FLUE GAS ANALYZER/NOX	$ 90.00	$ 360.00	$ 1,080.00
FREEZE MACHINE	$ 155.00	$ 620.00	$ 1,860.00
GALLO GUN	$ 15.00	$ 60.00	$ 180.00
GANTRY	$ 70.00	$ 280.00	$ 840.00
GAS CHOP SAW	$ 50.00	$ 200.00	$ 600.00
GAS POWERED WATER PUMP	$ 35.00	$ 140.00	$ 420.00
GLYCOL PUMP	$ 25.00	$ 100.00	$ 300.00
GLYCOL PUMP - FAST FLOW	$ 75.00	$ 300.00	$ 900.00
GREASE GUN	$ 10.00	$ 40.00	$ 120.00
GROOVER MACHINE	$ 145.00	$ 580.00	$ 1,740.00
HEAT GUN	$ 15.00	$ 60.00	$ 180.00
HEPA VAC	$ 85.00	$ 340.00	$ 1,020.00
HI JACK	$ 30.00	$ 120.00	$ 360.00
HIGH PRESS RECOVERY MACHINE	$ 285.00	$ 1,140.00	$ 3,420.00
HIGH SPEED TUBE BRUSHER	$ 235.00	$ 940.00	$ 2,820.00
HOSES	$ 10.00	$ 40.00	$ 120.00
HOT TAP MACHINE	$ 175.00	$ 700.00	$ 2,100.00
JLG	$ 300.00	$ 1,200.00	$ 3,600.00
LADDER	$ 10.00	$ 40.00	$ 120.00

LAPTOP	$ 30.00	$ 120.00	$ 360.00
LARGE AIR COMPRESSOR	$ 35.00	$ 140.00	$ 420.00
LARGE HAMMER CORE DRILL	$ 90.00	$ 360.00	$ 1,080.00
LARGE PIPE THREADER	$ 55.00	$ 220.00	$ 660.00
LEL MACHINE (confined space mon)	$ 75.00	$ 300.00	$ 900.00
LOW PRESS RECOVERY MACHINE	$ 145.00	$ 580.00	$ 1,740.00
MANOMETER	$ 25.00	$ 100.00	$ 300.00
MEGGER	$ 50.00	$ 200.00	$ 600.00
MICRO CAMERA	$ 40.00	$ 160.00	$ 480.00
MICRON GAUGE	$ 30.00	$ 120.00	$ 360.00
NATURAL GAS LEAK DETECTOR	$ 40.00	$ 160.00	$ 480.00
NOX FLUE ANALYZER	$ 245.00	$ 980.00	$ 2,940.00
ONE MAN LIFT	$ 95.00	$ 380.00	$ 1,140.00
PENCIL LIFT	$ 75.00	$ 300.00	$ 900.00
PIPE FREEZE MACHINE	$ 145.00	$ 580.00	$ 1,740.00
PLASMA ARC	$ 35.00	$ 140.00	$ 420.00
PNEUMATIC CALIBRATION BOX	$ 20.00	$ 80.00	$ 240.00
PONY PIPE THREADER	$ 55.00	$ 220.00	$ 660.00
PORTABAND	$ 25.00	$ 100.00	$ 300.00
PORTABLE GENERATOR	$ 60.00	$ 240.00	$ 720.00
PORTABLE PURGE UNIT	$ 145.00	$ 580.00	$ 1,740.00
PRESSURE PACK	$ 195.00	$ 780.00	$ 2,340.00
PRESSURE TEST KIT	$ 245.00	$ 980.00	$ 2,940.00
PRESSURE WASHER (electric)	$ 35.00	$ 140.00	$ 420.00
PRO PRESS MACHINE	$ 95.00	$ 380.00	$ 1,140.00
PROPANE TURBO HEATER	$ 30.00	$ 120.00	$ 360.00
PROPANE WELDER	$ 90.00	$ 360.00	$ 1,080.00
PUMP SPRAYER	$ 25.00	$ 100.00	$ 300.00
RECOVERY MACHINE	$ 40.00	$ 160.00	$ 480.00
REFRIGERANT IDENTIFIER	$ 115.00	$ 460.00	$ 1,380.00
REFRIGERANT LEAK DETECTOR	$ 30.00	$ 120.00	$ 360.00
RETRIEVAL DEVICE W/MONITOR	$ 155.00	$ 620.00	$ 1,860.00
RIGID XL-C PROPRESS RINGS/HEADS	$ 40.00	$ 160.00	$ 480.00
SCISSOR LIFT	$ 160.00	$ 640.00	$ 1,920.00
SEA SNAKE CAMERA	$ 235.00	$ 940.00	$ 2,820.00
SEA SNAKE CAMERA w/ FINDINGS DVD	$ 275.00	$ 1,100.00	$ 3,300.00
SEA SNAKE, MICRO	$ 50.00	$ 200.00	$ 600.00
SMALL AIR COMPRESSOR	$ 25.00	$ 100.00	$ 300.00
SOOT VAC	$ 145.00	$ 580.00	$ 1,740.00
SUMP PUMP	$ 25.00	$ 100.00	$ 300.00
THERMAL IMAGING CAMERA	$ 55.00	$ 220.00	$ 660.00
THERMISTER VACUUM PUMP	$ 30.00	$ 120.00	$ 360.00
TIG TORCH	$ 45.00	$ 180.00	$ 540.00
TORCH CHARGE	$ 30.00	$ 120.00	$ 360.00

TRANSFER PUMP	$ 15.00	$ 60.00	$ 180.00
TRIPOD	$ 95.00	$ 380.00	$ 1,140.00
TUBE BRUSH MACHINE	$ 90.00	$ 360.00	$ 1,080.00
TUBE CUTTER	$ 60.00	$ 240.00	$ 720.00
TUBE TEST KIT	$ 95.00	$ 380.00	$ 1,140.00
ULTRA SONIC TESTER(AQUASCOPE)	$ 285.00	$ 1,140.00	$ 3,420.00
VACUUM	$ 20.00	$ 80.00	$ 240.00
VACUUM PUMP	$ 30.00	$ 120.00	$ 360.00
VCR	$ 25.00	$ 100.00	$ 300.00
WATER HEATER FOR CHILLERS	$ 300.00	$ 1,200.00	$ 3,600.00
WATER PUMP	$ 30.00	$ 120.00	$ 360.00
WATER TANK	$ 30.00	$ 120.00	$ 360.00
WATER TEST KIT	$ 10.00	$ 40.00	$ 120.00
WELDER WITH GENERATOR	$ 125.00	$ 500.00	$ 1,500.00
WIRSBO TOOL	$ 30.00	$ 120.00	$ 360.00
Delivery/Pickup Charge for Lifts	$ 200.00	$ 200.00	$ 200.00

KNOX COUNTY GOVERNMENT

AND

ARCHER AIR CONDITIONING SERVICE CO INC

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 ARCHER AIR CONDITIONING SERVICE CO INC.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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 #: 26-611 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 8/26/2026

ARCHER AIR CONDITIONING SERVICE CO INC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Bid Envelope Must Show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@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 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 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.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.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, an all-or-none basis or by a multiple award. Knox County also reserves the right to not make an award. The evaluation criteria are listed herein.

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, nor will Knox County be responsible for submittals delivered to addresses and 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.

Responses 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 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.

1.8 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers

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 **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.

1.11 **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.

1.12 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," 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 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.17 **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.

1.18 **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 email. 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 E-Commerce 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 E-Commerce 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.

1.19 **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:** 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.

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

1.23 **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 **July 16, 2026, at 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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

1.26 **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.

1.27 **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.

1.28 **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 **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.

1.30 **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.

1.31 **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 On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

1.32 **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 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 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 bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's 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. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance.

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 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 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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, which 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.

2.19 **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, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.20 **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 offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.21 **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.

2.22 **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.

2.23 **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 proposal 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.

2.24 **TERMINATION:** County may terminate this agreement with or without cause at any time. 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.

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes 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/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

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 reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves 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 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.

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor 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 (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) 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 so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

3.14 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **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(s). 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.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

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

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the project is in effect.

3.19 **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 addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- 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).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids 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.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **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.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

3.26 **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.

3.27 **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.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor 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 Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor 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.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees -** Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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)

Title: _____ Date: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable*) Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as 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 Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary): _____

_____

_____

_____

5.19 Total Staff Size: _____ **Technicians:** _____ **Apprentices:** _____ **Helpers** _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 / 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	
YES	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:_____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (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: _____

ATTACHMENT C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

"Original"

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name** Archer Air Conditioning Service Co Inc Type text here

5.2 **Vendor Address** 2503 West Beaver Creek Drive

City Powell **State** TN **Zip** 37849

5.3 **Telephone Number** 865-859-9082 **Fax Number** 865-859-9110

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 14371

5.5 **Contact Person** John Butler

5.6 **Contact Person's Email** jbutler@archerac.com

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: _____ **(sign in blue ink)**

Title: President/Owner **Date:** 07/30/2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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)**

Title: President **Date:** 7/30/2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____ **(sign in blue ink)**

Title: President **Date:** 7/30/2026

5.8 **Vendor's Knox County Business License Number** 1000381256
(If Applicable) ***Attach A Copy Of The License.***

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: Archer Air Conditioning Service Co Inc

5.17 Number of Years in Business: 64

5.18 Major Equipment Owned (attach additional pages if necessary): Utility service trucks, Recovery machine, Vacuum pump, Meter, Electronic Test Equipment, Airflow Meters, Refrigerant Specialty tools

5.19 Total Staff Size: 59 **Technicians:** 24 **Apprentices:** 4 **Helpers** 4

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$80.00	$90.00
5.20.2	HVAC Technician	Hour	$70.00	$80.00
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$70.00	$80.00
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$40.00	$50.00
5.20.10	Helper	Hour	$40.00	$50.00

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 0 %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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	
YES	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: _____

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

BIDDER NAME: Archer Air Conditioning AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

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

I, John Butler, President or other Principal Officer of

Archer Air Conditioning Service Co 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.

ELKANNA AIMMIA LONG
STATE OF TENNESSEE NOTARY PUBLIC
UNION COUNTY
MY COMMISSION EXPIRES MAY 02, 2029

President or Principal Officer

For: Archer Air Conditioning Service Co Inc
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by John Butler,

President or Principal Officer of Archer Air Conditioning Service Co Inc,

On this 30th day of July 2026.

Notary Public

My Commission expires: May 2 2029

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, John Butler, President or other Principal

Officer of Archer Air Conditioning Service Co 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.

ELKANNA AIMMIA LONG
STATE OF TENNESSEE NOTARY PUBLIC
UNION COUNTY
MY COMMISSION EXPIRES MAY 02, 2029

President or Principal Officer

For: Archer Air Conditioning Service Co Inc
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by John Butler,

President or Principal Officer of Archer Air Conditioning Service Co Inc,

On this 30th day of July 2026.

Notary Public

My Commission expires: May 2, 2029

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: Archer Air Conditioning Service Co Inc

A. Detail the training program for your employees.

1. We send employees to factory schools on all major brands of equipment.
2. Our service supervisors hold training sessions for apprentise.
3. We have on the job training for new employees.

B. Detail the training program that will be provided to KCSMO.

1. Train KCSMO on all new equipment we have installed
2. Hold training sessions on any changes and updates on equipment they are servicing
3. We will hold training sessions in areas KCSMO might request in HVAC service

Knox County
Business Tax Standard License

July 16, 2025

ARCHER AIR COND SVC CO
2503 W BEAVER CREEK DR
POWELL TN 37849-4835

Letter ID:	L0323950272
Expiration Date:	15-Aug-2026
Return Due By:	15-Jul-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 1000381256 and your classification is 4. 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 July 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.

ARCHER AIR COND SVC CO
2503 W BEAVER CREEK DR
POWELL TN 37849-4835

Date Issued:	16-Jul-2025
Classification:	4
Letter ID:	L0323950272
License Number:	1000381256
Expiration Date:	15-Aug-2026

KNOX COUNTY GOVERNMENT

AND

J&F MECHANICAL, INC.

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 J&F MECHANICAL, INC..** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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 #: 26-612 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 8/26/2026

J&F MECHANICAL, INC.

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment “A”

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Bid Envelope Must Show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@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 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 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.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.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, an all-or-none basis or by a multiple award. Knox County also reserves the right to not make an award. The evaluation criteria are listed herein.

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, nor will Knox County be responsible for submittals delivered to addresses and 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.

Responses 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 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.

1.8 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers

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 **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.

1.11 **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.

1.12 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," 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 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.17 **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.

1.18 **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 email. 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 E-Commerce 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 E-Commerce 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.

1.19 **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:** 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.

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

1.23 **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 **July 16, 2026, at 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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

1.26 **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.

1.27 **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.

1.28 **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 **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.

1.30 **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.

1.31 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 On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

1.32 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 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 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 bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's 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. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance.

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 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 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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, which 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.

2.19 **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, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.20 **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 offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.21 **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.

2.22 **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.

2.23 **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 proposal 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.

2.24 **TERMINATION:** County may terminate this agreement with or without cause at any time. 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.

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes 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/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

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 reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves 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 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.

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor 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 (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) 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 so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

3.14 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **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(s). 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.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

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

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the project is in effect.

3.19 **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 addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- 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).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids 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.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **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.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

3.26 **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.

3.27 **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.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor 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 Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor 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.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name _____

5.2 Vendor Address _____

City_____ State _____ Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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)

Title: _____ Date: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as 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 Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary): _____

_____

_____

_____

5.19 Total Staff Size: _____ **Technicians:** _____ **Apprentices:** _____ **Helpers** _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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	
YES	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:_____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (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: _____

ATTACHMENT C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name** J+F MECHANICAL, INC.

5.2 **Vendor Address** 4589 RUTLEDGE PK

City RUTLEDGE **State** TN **Zip** 37861

5.3 **Telephone Number** 8656373675 **Fax Number** 9658280000

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 43520

5.5 **Contact Person** JIM MCCAMPBELL

5.6 **Contact Person's Email** JMCCAMPBELL@JFMECHANICAL.COM

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: Jim MCCampbell
(sign in blue ink)

Title: PROJECT MANAGER **Date:** 7/27/26

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Jim MCCampbell
(sign in blue ink)

Title: PROJECT MANAGER **Date:** 7/27/26

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: Jim MCCampbell
(sign in blue ink)

Title: PROJECT MANAGER **Date:** 7/27/26

5.8 **Vendor's Knox County Business License Number** 100122082
(If Applicable) ***Attach A Copy Of The License.***

5.9 **Bidder Offers A Discount Of** 0 **% If Payment Is Made Within 30 Days.**

5.10 **Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.**

Signed: Jan McCampbell

5.11 **Will you accept credit card (VISA) payments as 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 Insurance Checklist as per section 3.18?** Yes ✓ No _____

5.14 **Did you include the Drug Free Affidavit as per section 1.11?** Yes ✓ No _____

5.15 **I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)**

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.16 **Do you accept the Terms and Conditions of the bid?** Yes ✓ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: J+F MECHANICAL, INC.

5.17 Number of Years in Business: 50

5.18 Major Equipment Owned (attach additional pages if necessary): DUMP TRUCK SKID STEER, TRAILERS, FORKLIFTS, FULLY AUTOMATED SHEET METAL FABRICATION

5.19 Total Staff Size: 140 **Technicians:** 16 **Apprentices:** 6 **Helpers** 6

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$ 70	$ 105.00
5.20.2	HVAC Technician	Hour	$ 65	$ 97.50
5.20.3	Electrician	Hour	$ 65	$ 97.50
5.20.4	Sheet Metal Worker	Hour	$ 60	$ 90.00
5.20.5	Pipe Fitter	Hour	$ 65	$ 97.50
5.20.6	Welder	Hour	$ 65	$ 97.50
5.20.7	Certified Welder	Hour	$ 70	$ 105.00
5.20.8	Mechanic	Hour	$ 60	$ 90.00
5.20.9	Laborer	Hour	$ 40	$ 60.00
5.20.10	Helper	Hour	$ 40	$ 60.00

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 0 %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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	
YES	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: Shafer Insurance Agency AUTHORIZING SIGNATURE: Dana S Frank

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

BIDDER NAME: J & F Mechanical AUTHORIZING SIGNATURE:

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

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

I, Eddie McCubbins, President or other Principal Officer of

J+F Mechanical, 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.

Eddie McCubbins
President or Principal Officer

For: J+F Mechanical, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by Eddie McCubbins,

President or Principal Officer of J+F Mechanical, Inc,

On this 24 day of July 2026.

Tonia Needham
Notary Public

My Commission expires: 2/25/30

TONIA NEEDHAM
STATE OF TENNESSEE NOTARY PUBLIC
GRAINGER COUNTY
My Commission Expires 02-25-2030

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Eddie McCubbins, President or other Principal

Officer of J+F Mechanical, 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.

Eddie McCubbins
President or Principal Officer

For: J+F Mechanical, INC.
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Eddie McCubbins,

President or Principal Officer of J+F Mechanical Inc,

On this 24 day of July 2026.

Tonia Needham
Notary Public

My Commission expires: 2/25/30

TONIA NEEDHAM
STATE OF TENNESSEE NOTARY PUBLIC
GRAINGER COUNTY
My Commission Expires 02-25-2030

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: TRANE

A. Detail the training program for your employees.

AS OFFERED BY VENDOR

B. Detail the training program that will be provided to KCSMO.

AS OFFERED BY VENDOR

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

J & F MECHANICAL, INC.

424595

ID NUMBER: 41175
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

J & F MECHANICAL, INC.
4589 RUTLEDGE PIKE
RUTLEDGE, TN 37861

State of Tennessee

424595

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
J & F MECHANICAL, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 41175
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027
UNLIMITED; CE; CMC

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Knox County
Business Tax Standard License

May 1, 2026

J & F MECHANICAL INC
4589 RUTLEDGE PIKE
RUTLEDGE TN 37861-5022

Letter ID:	L0630715328
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1001220182 and your classification is 4. 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 April 15, 2027. 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.

J & F MECHANICAL INC
4589 RUTLEDGE PIKE
RUTLEDGE TN 37861-5022

Date Issued:	01-May-2026
Classification:	4
Letter ID:	L0630715328
License Number:	1001220182
Expiration Date:	15-May-2027

KNOX COUNTY GOVERNMENT

AND

LEE COMPANY

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 LEE COMPANY.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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 #: 26-613 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dugler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 8/26/2026

LEE COMPANY

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Bid Envelope Must Show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@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 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 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.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.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, an all-or-none basis or by a multiple award. Knox County also reserves the right to not make an award. The evaluation criteria are listed herein.

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, nor will Knox County be responsible for submittals delivered to addresses and 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.

Responses 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 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.

1.8 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers

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 **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.

1.11 **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.

1.12 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," 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 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.17 **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.

1.18 **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 email. 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 E-Commerce 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 E-Commerce 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.

1.19 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: 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.

1.22 RECYCLING: Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being 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

1.23 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 **July 16, 2026, at 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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

1.26 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.

1.27 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.

1.28 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 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.

1.30 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.

1.31 **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 On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

1.32 **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 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 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 bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's 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. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance.

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 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 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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, which 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.

2.19 **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, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.20 **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 offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.21 **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.

2.22 **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.

2.23 **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 proposal 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.

2.24 **TERMINATION:** County may terminate this agreement with or without cause at any time. 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.

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes 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/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

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 reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves 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 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.

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor 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 (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) 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 so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

3.14 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **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(s). 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.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

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

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the project is in effect.

3.19 **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 addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- 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).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids 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.
JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.
UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **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.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

3.26 **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.

3.27 **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.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor 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 Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor 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.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name _____

5.2 Vendor Address _____

City_____State _____Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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)

Title: _____ Date: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as 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 Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary):_____

_____

_____

_____

5.19 Total Staff Size: _____ Technicians: _____ Apprentices: _____ Helpers _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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	
YES	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:_____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (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: _____

ATTACHMENT C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

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

KNOX COUNTY
TENNESSEE

Bid # 3751 Commercial Grade HVAC Installation & Repair Services

Bid Date: Thursday, July 30, 2026 @ 2:00 pm ET

Submitted by:

LEE COMPANY

Knox County Bid Number 3751
Commercial Grade HVAC Installation & Repair Services

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Section V	Vendor Information and Pricing
Attachment A	Insurance Checklist • Lee Company Evidence of Insurance COI
Attachment B	Affidavit of Compliance with Drug-Free Workplace Requirements
Attachment C	Affidavit of Compliance with Tennessee Criminal History Records Check
Attachment D	Training Information

Additional documents

- Lee Company Qualifications and Experience
- TN Contractor License
- Knox County Business License
- City of Knoxville Business License
- Lee Company Overview
- Lee Company Line Cards

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name** LEE COMPANY

5.2 **Vendor Address** 12522 Kingston Pike

City Farragut **State** TN **Zip** 37934

5.3 **Telephone Number** 865-424-5511 **Fax Number** NA

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 74450

5.5 **Contact Person** James Williamson, Service Manager or Todd Bajar, Director of Operations

5.6 **Contact Person's Email** jwilliamson@leecompany.com or todd.bajar@leecompany.com

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: _____
(sign in blue ink) Todd Bajar

Title: Director of Operations **Date:** 1/27/2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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) Todd Bajar

Title: Director of Operations **Date:** 1/27/2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink) Todd Bajar

Title: Director of Operations **Date:** 1/27/2026

5.8 **Vendor's Knox County Business License Number** 1001200119
(If Applicable*) Attach A Copy Of The License.*

5.9 **Bidder Offers A Discount Of** NET30 **% If Payment Is Made Within 30 Days.**

5.10 **Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.**

Signed: _____

5.11 **Will you accept credit card (VISA) payments as per section 1.18?** Yes X No _____

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

5.13 **Did you include the Insurance Checklist as per section 3.18?** Yes X No _____

5.14 **Did you include the Drug Free Affidavit as per section 1.11?** Yes X No _____

5.15 **I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)**

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.16 **Do you accept the Terms and Conditions of the bid?** Yes X No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: LEE COMPANY

5.17 Number of Years in Business: 82

5.18 Major Equipment Owned (attach additional pages if necessary): Lee Company maintains a fleet of fully stocked trucks and vans eqipped to perform all service work.

5.19 Total Staff Size: 50 **Technicians:** 13 **Apprentices:** NA **Helpers** NA

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$75.00	$112.50
5.20.2	HVAC Technician	Hour	$75.00	$112.50
5.20.3	Electrician	Hour	$75.00	$112.50
5.20.4	Sheet Metal Worker	Hour	$67.00	$100.50
5.20.5	Pipe Fitter	Hour	$67.00	$100.50
5.20.6	Welder	Hour	$75.00	$112.50
5.20.7	Certified Welder	Hour	$75.00	$112.50
5.20.8	Mechanic	Hour	$67.00	$100.50
5.20.9	Laborer	Hour	$45.00	$67.50
5.20.10	Helper	Hour	$45.00	$67.50

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 0 %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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	
YES	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: Lockton Companies, LLC AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: LEE COMPANY AUTHORIZING SIGNATURE: Todd Bajar

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: LEE COMPANY

A. Detail the training program for your employees.
See attached Training and Safety documents.

B. Detail the training program that will be provided to KCSMO.
It is standard practice for Lee Company to provide training to client's employees relative to installations/operations occurring as a result of the contract. The level of training required will be based upon the level of experience of the KCSMO team and the equipment installed.

CERTIFICATE OF LIABILITY INSURANCE

3/1/2027

DATE (MM/DD/YYYY) 2/20/2026

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).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1501491 Lee Company 4057 Rural Plains Circle Franklin, TN 37064	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Starr Indemnity & Liability Company — 38318 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21908477 **REVISION NUMBER:** XXXXXXX

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.

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 [X] PRO-JECT [ ] LOC [ ] OTHER:	N	N	GLO 3537803-03	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	BAP 3537804-03	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	CUP-C5438925	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 3537802-03	3/1/2026	3/1/2027	[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
B C	Excess Liability Inland Marine	N	N	1000588841261 QT-630-5T394871-TIL-26	3/1/2026 3/1/2026	3/1/2027 3/1/2027	$15,000,000 per Occurrence/Aggregate See Attachment	

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

CERTIFICATE HOLDER

21908477
Evidence of Insurance

CANCELLATION See Attachment

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

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The ACORD name and logo are registered marks of ACORD

Attachment Code: D607064 Master ID: 1501491, Certificate ID: 21908477

Lee Company
Installation / Builders Risk
INSURER: Travelers Property Casualty Company of America
POLICY NUMBER: QT-630-5T394871-TIL-26
TERM: 3/1/2026 – 3/1/2027

Contractors Equipment – As per schedule on file with carrier

Coverage	Limit of Insurance	Deductible
Leased/Rented Equipment - Per Item	$250,000	$5,000
Installation / Builders Risk	$1,000,000	$10,000
Cargo – Per Conveyance	$100,000	$5,000

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

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

I, Robert Lunny, President or other Principal Officer of

LEE COMPANY, 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: LEE COMPANY
Name of Company

STATE OF TENNESSEE {COUNTY OF Williamson }

Subscribed and sworn before me by Robert Lunny,

President or Principal Officer of LEE COMPANY,

On this 27th day of July 2026.

Kristan Buckley Westmeier
Notary Public

My Commission expires: 9-21-26

KRISTAN BUCKLEY WESTMEIER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Robert Lunny, President or other Principal

Officer of LEE COMPANY, 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: LEE COMPANY
Name of Company

STATE OF TENNESSEE}
COUNTY OF Williamson}

Subscribed and sworn before me by Robert Lunny,

President or Principal Officer of LEE COMPANY,

On this 27th day of July 2026.

Kristan Buckley Westmeier
Notary Public

My Commission expires: 9-21-26

KRISTAN BUCKLEY WESTMEIER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

Training

It is Lee Company's mission to create an environment where employees can thrive. Lee Company invests in each employee's future through various platforms, from training and education programs to robust employee benefits packages. These programs create a place where their people can grow and continue to make Lee Company an innovative and cutting-edge facilities service company that can provide solutions for all its customers.

Proven and Capable Technicians

Lee Company is committed to recruiting and hiring individuals who demonstrate both exceptional technical expertise and strong personal integrity. Lee Company seeks candidates who embody its core values through a positive attitude, a customer-focused mindset, and a genuine commitment to serving others. Lee Company values team-oriented professionals who collaborate effectively, foster a culture of mutual respect, and share a commitment to delivering outstanding results for clients and colleagues alike.

Lee Company University (LCU)

Lee Company's workforce development strategy is anchored by a robust, in-house training ecosystem designed to build and sustain a highly skilled and safety-conscious workforce. Through Lee Company University (LCU), employees receive tuition-free, hands-on, classroom-based, and e-learning instruction tailored to their trade and career path.

What sets Lee Company apart is its commitment to internal talent pipelines and measurable outcomes. Skills assessments are based on demonstrated technical and soft skill mastery. This approach supports faster upskilling and ensures consistent quality across projects. With dedicated training across all our locations, Lee Company is setting a new standard for workforce excellence in the trades.

LCU is an Accredited Training Site (ATS) through the National Center for Construction Education and Research (NCCER). LCU is in its 11th year of operation. Classes are held at Lee Company's fabrication/manufacturing facility in Nashville as well as regional offices. Training is a combination of in-person and online instruction.

All technicians are required to receive ongoing training in LCU for their chosen trades, including HVAC, Plumbing, Electrical, Welding, and Project Management. These accredited programs are provided at no cost to Lee Company employees. The LCU instructors are full-time Lee Company employees. These instructors provide quality training utilizing their years of experience and individual certifications.

Licenses

Lee Company is dedicated to complying with professional licensing requirements and holds over 600 licenses in 26 states. Licenses and certifications include Professional Engineer, General Contractor, HVAC Contractor, Master Plumber, and Master Electrician. Lee Company is committed to acquiring and maintaining the necessary licenses in every area and for all the trades in which we participate.

Leadership Academy

Ethics is a cornerstone of Lee Company's management training program. Participants are selected based on recommendations from their managers and supervisors, recognizing them as high-potential employees with strong leadership capabilities. These team members are viewed as rising stars within the organization, demonstrating the talent, commitment, and potential for significant career growth and long-term success at Lee Company.

STEP Program

This program was designed to prepare field and technical employees who aspire to move into management roles by developing essential leadership competencies, including communication, integrity, professionalism, and effective management practices. The curriculum emphasizes the importance of treating others with respect, building strong relationships, and achieving success through problem-solving, collaboration, and a growth mindset. In addition, the program helps participants identify and plan career development opportunities within Lee Company, providing a clear path for professional growth and advancement. Key areas of focus include leadership communication, Microsoft Office proficiency, and DISC behavioral assessments to enhance self-awareness, teamwork, and management effectiveness.

SAFETY

Lee Company is firmly committed to providing excellence in safety in total support of OSHA and other regulatory requirements. From the CEO of Lee Company to the Field Supervisor to the Technicians, every employee recognizes and accepts the requirement to make safety our most important responsibility.

Lee Company's goal is zero accidents, incidents, and injuries. Lee Company's safety program encompasses the coordinated efforts of the safety team, project management personnel, superintendent personnel, field personnel, and our insurance carrier.

Safety and health are not just priorities; safety is a core value instilled in Lee Company employees at all levels.

All Lee Company Supervisors are trained in:

- OSHA 30 hour
- 1st Aid/CPR/ AED
- TN Drug Free Workplace

All employees receive regular training in:

- OSHA Hazard Communication
- OSHA Hearing Conservation
- OSHA Personal Protective Equipment
- OSHA Fall Protection
- OSHA Lock-Out/Tag-Out
- OSHA Emergency Procedures
- OSHA Fire Extinguisher Use
- Defensive Driving
- 1st Aid/CPR/AED



All project managers and personnel are required to review and receive training from Lee Company's written Company Safety Manual which is on every job site along with all the required state postings. The manual includes up-to-date OSHA regulations and industry guidelines as well as Lee Company policies and procedures, which exceed OSHA standards. The Lee Company Safety Manual is consistently updated, and addenda are issued to protect the workforce and keep up with the ever-changing construction field. Personnel are appropriately tested and licensed to operate all personal and construction equipment.

Qualifications and Experience

Lee Company is a leading provider of comprehensive facility services, delivering integrated mechanical, electrical, plumbing, and building solutions for a wide range of commercial, industrial, institutional, and residential clients.

With over 80 years of experience, Lee Company has an established Facilities Solutions Group that is well-versed in all aspects of HVAC maintenance, service, and repairs. Lee Company offers a well-staffed team to meet Knox County's requirements. Consistent delivery of exceptional service focused on reliability and performance includes HVAC repair services, maintenance, and installation.

Lee Company HVAC technicians repair and maintain HVAC systems in accordance with industry standards and other applicable technical guidance. Lee Company stocks commonly used parts and materials along with the tools and procedures needed to facilitate prompt repairs. The first priority in responding to emergencies will be to re-establish the operational conditions needed to support customer care and business operations.

Lee Company's goal is to continue to be an innovative facilities service company providing solutions to the marketplace. In addition to skilled technicians, Lee Company incorporates a technology-based service platform that enables technicians to react quicker, predict better, and report faster. Facility issues are mitigated sooner, resulting in smoother facility operations and cost savings. The technology also maximizes the level of transparency and accountability.

Lee Company understands Knox County's requirements for providing comprehensive HVAC Services. Lee Company was awarded the HVAC Installation and Repair Services contract in 2021 and looks forward to working with the Knox County team in the coming years.

Lee Company recognizes that these services are critical to the operation and performance of the facilities as well as the safety and comfort of the County's employees and visitors. Lee Company's technical staff will work directly with the Knox County team with a commitment to customer service, safety, technical solutions, and effectively solving any facility issues. Technicians will have the extended support of Lee Company's Operational team, Facility Managers, Technical Support, and Administrative teams.

Kick-Off Meeting and Point of Contact Introduction

If awarded this contract, we will promptly schedule a comprehensive kick-off meeting at a mutually convenient time to align expectations, establish project objectives, and ensure a successful project launch.

During this meeting, we will:

- Introduce our service team, ensuring all stakeholders are familiar with the individuals responsible for the successful execution of this engagement.
- Present and confirm the scope of work, deliverables, timelines, and key milestones to establish a shared understanding of the project's objectives.
- Designate a dedicated single point of contact (SPOC) who will serve as your primary liaison throughout the duration of the project. This individual will ensure consistent communication, address inquiries, and coordinate seamlessly between teams to maintain project alignment.

Lee Companywill provide dedicated HVAC Technicians with the skills to diagnose, repair and maintain HVAC systems and equipment to include, but not limited to, the following representative list:

- Boilers
- Chillers
- Air handling units
- Fan coil units
- Variable air volume (VAV) boxes
- Pumps
- Heat exchangers
- Cooling towers
- Fans
- Chemical Treatment
- Thermostats
- Motor Controls
- Sump Pump
- Ice Machines
- Drinking water fountains
- Air compressors for HVAC pneumatics
- Variable refrigerant flow (VRF) systems
- Variable-frequency drives (VFD) for AC motors
- Mini split systems
- Domestic water pressure increasing pump systems

Lee Company has a fully staffed call/dispatch center that provides assistance 24/7/365. Our call center is staffed by a call center manager and 8 dispatchers. This will allow Lee Company to maintain compliance with response times for standard and emergency service calls.

As one of the largest service providers in the Southeast, Lee Company has the capacity and bench strength to support required response times.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

LEE COMPANY

430959

ID NUMBER: 9255
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN, TN 37064

State of Tennessee

430959

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
LEE COMPANY

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 9255
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2027
UNLIMITED; BC; CE; CMC; MU; S-Medical Gas

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BOARD FOR LICENSING CONTRACTORS

AREAS OF CERTIFICATION/MONEY LIMITS

UNLIMITED; BC; CE; CMC; MU; S-Medical Gas

Knox County
Business Tax Standard License

April 20, 2026

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Letter ID:	L1991599040
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1001200119 and your classification is 4. 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 April 15, 2027. 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.

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Date Issued:	20-Apr-2026
Classification:	4
Letter ID:	L1991599040
License Number:	1001200119
Expiration Date:	15-May-2027

City of Knoxville
Business Tax Standard License

April 17, 2026

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Letter ID:	L2118960064
Expiration Date:	15-May-2027
Return Due By:	15-Apr-2027

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 1000381604 and your classification is 4. 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 April 15, 2027. 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.

LEE COMPANY
4057 RURAL PLAINS CIR
FRANKLIN TN 37064-1618

Date Issued:	17-Apr-2026
Classification:	4
Letter ID:	L2118960064
License Number:	1000381604
Expiration Date:	15-May-2027

Form of Business

S-Corporation

Date of Incorporation – April 5, 1965

Number of Years in Business

82 years (Since 1944)

60 years under current name (formerly Lee Refrigeration)

Number of Employees

1,700+ Employees: 400 Office Employees, 1,200+ Field Employees

Company Officers

Richard Perko, P.E. .... CEO

Rob Ivy ..... Chief Financial Officer

Robert Lunny ..... Chief Operating Officer

Office Locations

- Corporate Office - Franklin, TN
- Chattanooga, TN
- Murfreesboro, TN
- Knoxville, TN
- Cookeville, TN
- Madison, AL
- Clarksville, TN
- Bowling Green, KY

Financial Information

Last 5 Years of Revenue

Year	Revenue
2025	$ 454 Million
2024	$ 415 Million
2023	$ 370 Million
2022	$ 340 Million
2021	$ 304 Million

Bonding Company

Liberty Mutual

HUB International (formerly The Crichton Group)

3011 Armory Drive, Suite 250

Nashville, TN 37204 | (615) 383-9761

Bonding Limit	$125,000,000 aggregate $60,000,000 single project
Banking	Pinnacle Financial Partners Mr. Todd Carter 211 Commerce Street, Suite 300 Nashville, TN 37201 (615) 690-4064 Todd.carter@pnfp.com
Insurance	Travelers Insurance One Tower Square Hartford, CT 06183

Bodily Injury/Property Damage:	$ 1,000,000 each occurrence
Completed Operations:	$ 2,000,000
General Aggregate:	$ 2,000,000 per project
Umbrella:	$15,000,000
Professional Liability:	$ 1,000,000

Facilities Solutions

Facility Services

HVAC Maintenance Programs

- Coil cleaning
- Filter and belt replacement
- Technical inspection of equipment

Plumbing Maintenance Programs

- Certification of backflow devices
- Inspections of plumbing fixtures and equipment
- Maintenance on water heaters/boilers

HVAC Services

- Air compressors
- Air handling units
- Boilers
- Chillers
- Cooling towers
- Cooling/Heating problems
- Driers
- Equipment replacement
- Exhaust fans
- Heat wheels
- Humidification/Dehumidification problems
- Make-up air units
- Noise Issues
- Pumps
- Refrigeration and refrigerant recovery
- Test labs
- VAV systems

Plumbing Services

- Backflow devices
- Camera drain inspections
- Drain jetting
- Drain maintenance
- Faucets
- Hose bibbs/Wall faucets
- Pumps
- Sewer issues
- Urinals
- Water closets
- Water heaters
- Water leaks/drain/sewer problems

Electrical Services

- Arc-flash ratings/NFPA 70E
- Data logging/Test and balance
- EV-electrical vehicle charging
- Explosion proof
- Generator installation and maintenance
- Industrial
- Infrared testing
- Lighting retrofits
- Load testing
- Motor controls
- Outdoor lighting/Pole lighting
- Service upgrades
- Solar
- Surge protection
- Transformer/Utility
- Troubleshooting

Technical Services

- Air/Water test and balance
- Annual code compliance services
- Building automation systems
- Building commissioning, recommissioning and retrocommissioning
- Building forensics
- Compressed air audits
- Energy retrofits, including VFD's
- Energy star rating
- Fire damper inspections
- Hot water energy management systems
- HVAC and lighting control
- Indoor air quality (IAQ)
- Life safety/Fire code compliance
- Med gas inspections
- Steam trap retrofits

Facilities Solutions

Manufacturing

Our shop provides custom manufactured products and assemblies that help reduce downtime for systems and processes for clients such as:

- Electrical contractors
- General contractors
- Government agencies
- Healthcare facilities
- Industrial facilities
- Laboratories
- Specialty contractors
- Utilities
- Wastewater contractors

Our products include:

- Access ladders
- Air filtrations systems
- Booths for welding, grinding, and other work
- Complete pre-fabricated mechanical and plumbing piping systems
- Custom enclosures for ATM's/electrical/ fire protection/plumbing/ conditioned spaces/indoor and outdoor applications/etc.
- Custom equipment modifications
- Emergency pipe replacement spools
- Guard shacks
- Honed/Drilled materials
- Humidification
- HVAC control systems
- Industrial pipe spools
- Pipe fabrication
- Rooftop unit curb adaptors
- Security bar, frame and grate systems
- Service and operating platforms for all types of equipment
- Sheet metal fabrication
- Skid-mounted equipment (MPE, industrial process, etc.)
- Specialty climate-controlled enclosures
- Specialty firearms lockers and safes
- Steel fabrication

Construction / Special Projects

Design and construction of mechanical and plumbing systems, our core business for decades, has helped us become the "Premier Mechanical Services" provider in our markets.

Our services include:

- BIM/3D modeling
- Building automation controls
- Design/Build services with in-house professional engineers and designers
- Duct and pipe insulation
- Equipment installation
- Equipment startup and commissioning
- Field supervision
- Geothermal systems
- LEED AP's
- Medical gases
- Pipe fitting
- Plumbing
- Pre-construction service/estimating
- Pre-fabrication/logistics
- Project management
- Project scheduling
- Sheet metal
- Shop/Coordination drawings
- Site work
- Test and balance
- Variable refrigerant flow systems (VRF/VRV)
- Water treatment
- Welding

A Service of Lee

Facilities Solutions

Facility Management & Maintenance

An integrated service providing clients with access to an experienced and skilled team dedicated to support your business and facility's day to day operations, repair and maintenance needs.

HVAC

- Equipment installation and replacement
- Equipment repair and service
- Inspections and diagnostics
- Planned maintenance (filters, belts, cleaning)

Plumbing

- Inspections and diagnostics
- Fixture repair and replacement
- Water heaters

Electrical

- Circuit modifications
- Exit signs
- Exterior lighting
- Inspections and maintenance
- Lamp and ballast repair and replacement
- Lighting maintenance
- Receptacles, breakers and panels

General Maintenance

- 24/7 emergency service
- Carpentry
- Carpet/Tile
- Ceiling
- Concrete
- Doors and windows
- Drywall
- Painting
- Roofing
- Site utilities/Grading

Managed Projects

- Site and parking lots
- Roofs
- Flooring
- Painting
- Minor interior refresh and reconfigurations
- Building exterior, windows, siding
- Industrial floor coatings

Services

- Exterior high pressure wash
- Fencing
- Floor care (carpet, tile, wood)
- Janitorial
- Landscaping
- Lawn care
- Parking lot
- Pest control
- Window cleaning

KNOX COUNTY GOVERNMENT

AND

MCMAHAN MECHANICAL, INC

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 MCMAHAN MECHANICAL, INC.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Commercial Grade HVAC Installation and Repair for Knox County Government, (Invitation for Bid 3751);

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 Commercial Grade HVAC Installation and Repair 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 October 1, 2026 and ends the 30th day of September 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 3751 for Commercial Grade HVAC Installation and Repair as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 3751

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 that 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 Commercial Grade HVAC Installation and Repair 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 COMMERICAL GRADE HVAC INSTALLATION AND REPAIR, 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 Commercial Grade HVAC Installation and Repair 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 3751
b. Contractor's Written Response to Invitation for Bid 3751

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 #: 26-614 **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dugler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 8/26/2026

MCMAHAN MECHANICAL, INC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

Attachment "A"

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Commercial Grade HVAC Installation and Repair Services** as specified herein. Bids must be received by **2:00 p.m.** on **July 30, 2026**. Late bids will be neither considered nor returned as specified herein.

Deliver Bids To:

Bid Number 3751
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Bid Envelope Must Show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Taylor Childress, Buyer, at 865.215.5774. Questions may be emailed to taylor.childress@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 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 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.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file a report online by accessing http://www.knoxcounty.org/hotline/index.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, an all-or-none basis or by a multiple award. Knox County also reserves the right to not make an award. The evaluation criteria are listed herein.

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, nor will Knox County be responsible for submittals delivered to addresses and 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.

Responses 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 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.

1.8 **BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers

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 **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.

1.11 **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.

1.12 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time. Email and fax bids are strictly prohibited.

1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." 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, "Knox Buys," 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 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

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

1.17 **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.

1.18 **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 email. 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 E-Commerce 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 E-Commerce 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.

1.19 **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:** 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.

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

1.23 **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 **July 16, 2026, at 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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.

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

1.26 **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.

1.27 **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.

1.28 **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 **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.

1.30 **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.

1.31 **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 On-Line 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 less than twenty-four (24) hours prior to the bid opening time.

1.32 **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 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 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 bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's 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. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance.

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 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 **TENNESSEE PROCUREMENT PROTECTION ACT**: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated Title 4, Chapter 56, as amended by Public Chapter 768 (effective July 1, 2026), and is in compliance with the requirements of said Act.

2.18 **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, which 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.

2.19 **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, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.20 **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 offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.21 **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.

2.22 **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.

2.23 **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 proposal 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.

2.24 **TERMINATION:** County may terminate this agreement with or without cause at any time. 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.

2.25 **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:** Knox County and Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a Term Contract with one (1) or more properly licensed contractor(s) to provide HVAC emergency repairs, miscellaneous repairs, replacements, additions and/or new installation services as requested by KCSMO. The HVAC maintenance and repair service will be on a twenty-four (24) hour, seven (7) days a week basis. As needs arise, KCSMO will determine availability of the panel of approved vendors. Those that are available for a job will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor quoting the least cost to KCSMO. Vendors may be asked to work and price jobs in two (2) different ways:

3.1.1 First, vendors may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the contract rate. Materials would be listed and the discount applied.

3.1.2 Secondly, vendors may be asked to price work by the job. The quote would be based upon the labor rates quoted herein and the materials would have the appropriate discount. However, the vendors will quote a not to exceed price.

Knox County intends to make a Best Value Award. Best value means more than low cost. It includes 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/delete items to this bid. Additional products/services will be agreed upon by both parties in writing.

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 reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves 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 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.

3.6 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor 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 (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) 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 so as to avoid any interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be F.O.B. Destination to the department ordering the items. All destination and delivery charges are to be included in the unit price of all items. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.12 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.

3.13 **ESTIMATE PREPERATION:** Vendor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of; labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

3.14 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Pricing	**80 Points**
Capabilities & Resources	**20 Points**

3.15 **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(s). 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.

3.16 **IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of $2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

3.17 **INSTALLATION:** Contractor will be responsible for installation of all equipment being bid. Bidders must state their total cost to install all equipment. Installation will not be considered complete until reviewed and accepted by a Knox County Representative.

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

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the project is in effect.

3.19 **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 addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICING REQUIREMENTS:** **INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:
Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:
The Remit to Address on the Purchase Order.

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.
INVOICE DETAIL: At a minimum, these items must be shown on the invoice:

- The grand total amount
- 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).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)
- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.
REVIEW OF INVOICES: Invoices will be reviewed for adherence to bid terms and/or the quotation.

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids 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.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) calendar days, please contact KCS to ascertain their status.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

3.22 **LICENSES:** Bidders will provide with their bid a copy of all State of Tennessee, City of Knoxville and Knox County licenses that they and their employees hold. Bidders must provide proof of State of Tennessee certification as a backflow prevention device tester. A copy of the State certification **must** accompany their bid. **FAILURE TO PROVIDE THIS INFORMATION WILL BE JUST CAUSE FOR REJECTION OF THE BID.**

3.23 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.24 **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.

3.25 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.

3.26 **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.

3.27 **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.

3.28 **PERMITS:** Contractor will be responsible for obtaining any and all required permits. Knox County shall not be responsible for the cost of any and all permits.

3.29 **PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor 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 Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor 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.

3.30 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.31 **REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.33 **SCHEDULING OF WORK:** Vendor(s) shall cooperate with officials in performing work so that interference with the normal program will be held to a minimum. Work will normally be scheduled for regular work hours and not for overtime hours.

3.34 **SIGN-IN FOR KNOX COUNTY SCHOOLS:** Vendors must sign the Vendor Check-In Log at each school site where work is to be performed. Ask for the "Maintenance & Contractor's Sign-In Book" in the office area. Failure to sign-in will negate KCSMO responsibility to pay the resulting invoice. Vendors do not have to sign-in if the office area of the facility is locked.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.

3.36 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **July 16, 2026, by 4:30 pm.** Submit questions as noted in Section 1.1.

3.37 **VALUE ADDED RELATIONSHIP:** Knox County and KCSMO intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of Contractor and County.
- Contactor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
- Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.

3.38 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **CALL BACK SERVICE:** Upon written notice from KCSMO, the contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a

twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies. Should KCSMO and a vendor disagree about whether or not a call back service is a warranty issue, the vendor will submit details of the situation in writing to KCSMO and the situation will be reviewed. Any compressors and motors replaced will have a minimum one (1) year parts and labor warranty.

4.2 **CONTRACTOR'S ESTIMATES:** The vendors may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. Any questions regarding energy efficiency standards, equipment sizing, or fuel selection shall be addressed to the KCSMO Energy Manager or HVAC department prior to quotation. If the quotation is accepted and the work is performed, the contractor's invoice shall not exceed the quoted amount. Quotations must be provided within five (5) business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

4.3 **COST OF PARTS AND MATERIALS:**

DISCOUNT FROM TRADE SERVICE CATALOG

4.3.1 The cost for part and materials shall be derived from the Trade Service Catalog (latest edition) for HVAC work. The successful vendor(s) will provide a minimum 20% discount on parts and materials from the trade service catalog. Any additional discount will be listed separately. Parts and materials required for a specific job but not listed in the trade service catalog will not have a mark-up exceeding ten (10) percent. The actual cost in mark-up must be presented to KCSMO for approval to incurring the charge. KCSMO will not pay for the routine supplies nor tools that are required to perform normal HVAC work.

4.3.2 Billing for parts and materials shall be consistent with the prices contained in the Trade Service Catalog and the page of items shall be shown on the invoice so that KCSMO can confirm the price.

4.3.3 Subsequent to an award the successful vendor(s) must furnish a copy of the current Trade Service Catalog. The Knox County Procurement Division, the KCSMO Purchasing Supervisor and the KCSMO HVAC foreman will each retain a copy of the document. It is preferred that vendor(s) provide this information in electronic format with updates as applicable or upon request.

4.4 **HOURS:** Contractor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays. However, KCSMO must approve, in advance, work that would be performed on an overtime rate basis. Scheduled work is not to be overtime.

4.5 **LABOR CHARGES:**

4.5.1 Bidders shall include all costs (e.g.: overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials) in the hourly rate.

4.5.2 The Contractor is required to have hours worked certified by KCSMO personnel. The billable time starts when the worker checks in and ends when the worker checks out with the designated KCSMO employee. A job/service ticket will be left with the KCSMO designee. This document will show the arrival and departure time and date for each employee.

4.5.3 Additional truck mileage charges will not be allowed.

4.6 **MATERIALS:** All materials furnished and installed shall:

4.7.1 Be Underwriters Laboratories listed, where applicable.
4.7.2 Be of standard professional quality and workmanship.
4.7.3 Conform to or exceed the general quality level of the base unit.
4.7.4 Be parts produced by the original manufacturer except with permission in emergencies.
4.7.5 Be Energy Star rated equipment where available.
4.7.6 Meet the KCSMO energy department minimum standards.

4.7 **OWNER'S MANUAL:** Owner's manuals, preventative maintenance guidelines, schematics and related documents must be provided to the KCSMO HVAC foreman upon completion of a project. The following guidelines apply:

4.8.1 The site where the installation occurred.
4.8.2 The area (e.g. floor or wing).
4.8.3 The serial number of the unit(s).
4.8.4 The brand and model of the unit(s).
4.8.5 The date of installation.

4.8.6 These materials shall be in a three (3) ring binder.

4.8 **QUALITY:** All work must conform to American Wire Association Standards. All wiring shall be done according to Electrical Code. All work must meet the applicable requirements of all authorities having jurisdiction.

4.9 **QUALITY ASSURANCE:** KCSMO is committed to a quality assurance program so that Knox County's investment is maximized. For example, bidders may submit information on HVAC Retrofit Units built to the specifications and space requirements of the existing units already on site.

4.10 **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:

4.10.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

4.10.2 That the firm is familiar with all Federal, State, municipal and County laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

4.10.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

4.10.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

4.11 **TRAINING:** Use Attachment D.

4.12.1 **Vendor Employees** - Bidders will provide evidence of training classes and seminars that their staff has participated in. KCSMO has several types of HVAC units throughout its sites. KCSMO anticipates, but does not guarantee, the majority of the work requested will be on such brands as American Standard, Carrier, Trane and York. Therefore, and in addition to, other standard technical certifications, the prospective vendor's employees must be qualified or trained to work on American Standard, Carrier, Trane and York.

4.12.2 **Training to KCSMO Employees** - Vendors shall provide on-site (and/or within the County) training for KCSMO employees. Such training shall be relative to the installation, maintenance, trouble shooting and operation of units that are installed as a result of this Contract. Such training will be up to eight (8) hours per quarter and/or up to twenty-four (24) hours per year. Training sessions may be in increments up to eight (8) hours per session.

4.12.3 **Training specified herein shall be at no additional charge.**

4.12 **WARRANTIES:** Warranties that are applicable to merchandise and service provided to KCSMO will be delivered to 900 East Fifth Avenue, Knoxville, Tennessee 37917. Warranties must indicate:

4.12.1 The site of the installation.
4.12.2 The area (e.g. floor or wing).
4.12.3 The serial number of the unit(s).
4.12.4 The brand and model of the unit(s).
4.12.5 The date the warranty commences.

Vendors must provide:

4.12.6 A minimum twelve (12) month warranty on parts and labor on all new installations. The twelve (12) months starts once the repair or installation is complete, and accepted by the County, and the unit is in service. This includes any unit built to order.

4.12.7 Any extended warranties (in excess of twelve (12) months) offered by the manufacturer for various components at no additional cost to KCSMO.

4.12.8 A quarterly listing/printout of all equipment installed during the quarter.

4.12.9 Service to accomplish all warranty repairs during the contract period and after the contract period has expired if the warranty is still in force.

Bidders need not return pages one (1) through thirteen (13) with their bid submittal.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name _____

5.2 Vendor Address _____

City_____ State _____ Zip_____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division_____

5.5 Contact Person _____

5.6 Contact Person's Email _____

5.7 By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer 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)

Title: _____ Date: _____

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

5.8 Vendor's Knox County Business License Number _____
(If Applicable*) Attach A Copy Of The License.*

5.9 Bidder Offers A Discount Of _____ % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: _____

5.11 Will you accept credit card (VISA) payments as 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 Insurance Checklist as per section 3.18? Yes _____ No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes _____ No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.16 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: _____

5.17 Number of Years in Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary):_____

_____

_____

_____

5.19 Total Staff Size: _____ Technicians: _____ Apprentices: _____ Helpers _____

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$	$
5.20.2	HVAC Technician	Hour	$	$
5.20.3	Electrician	Hour	$	$
5.20.4	Sheet Metal Worker	Hour	$	$
5.20.5	Pipe Fitter	Hour	$	$
5.20.6	Welder	Hour	$	$
5.20.7	Certified Welder	Hour	$	$
5.20.8	Mechanic	Hour	$	$
5.20.9	Laborer	Hour	$	$
5.20.10	Helper	Hour	$	$

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 _____%

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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	
YES	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:_____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (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: _____

ATTACHMENT C

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 D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor:_____

A. Detail the training program for your employees.

B. Detail the training program that will be provided to KCSMO.

Attachment "B"

Contractor's Response to

Invitation for Bid #3751

Commercial Grade HVAC Installation and Repair

Original

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3751, COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES

The following pages should be attached as a portion of the bid response. 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 Name** McMahan Mechanical,Inc.

5.2 **Vendor Address** 6549 Creekhead dr

City Knoxville **State** TN **Zip** 37909

5.3 **Telephone Number** 865-951-1919 **Fax Number** N/A

5.4 **Vendor Number As Assigned By The Knox County Procurement Division** 11562

5.5 **Contact Person** Dale Huskey

5.6 **Contact Person's Email** dale@mcmahanmechanical.com

5.7 **By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: Jason McMahan **(sign in blue ink)**

Title: President **Date:** 7/30/2026

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Jason McMahan **(sign in blue ink)**

Title: President **Date:** 7/30/2026

Pursuant to the Tennessee Procurement Protection Act (T.C.A. Title 4, Chapter 56, as amended by Public Chapter 768, effective July 1, 2026), by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: Jason McMahan **(sign in blue ink)**

Title: President **Date:** 7/30/2026

5.8 **Vendor's Knox County Business License Number** 1001136702
(If Applicable) ***Attach A Copy Of The License.***

5.9 Bidder Offers A Discount Of N/A % If Payment Is Made Within 30 Days.

5.10 Vendor certifies that the Equipment Bid is neither Refurbished nor Remanufactured.

Signed: John McMahon

5.11 Will you accept credit card (VISA) payments as per section 1.18? Yes X No _____

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

5.13 Did you include the Insurance Checklist as per section 3.18? Yes X No _____

5.14 Did you include the Drug Free Affidavit as per section 1.11? Yes X No _____

5.15 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

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

5.16 Do you accept the Terms and Conditions of the bid? Yes X No _____

With Exceptions N/A

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3751
COMMERCIAL GRADE HVAC INSTALLATION AND REPAIR SERVICES – (CONTINUED)

VENDOR NAME: McMahan Mechanical Inc.

5.17 Number of Years in Business: 41

5.18 Major Equipment Owned (attach additional pages if necessary): Skid Steer, ForkLifts, One Man Verticle Lift Basket, Duct Jacks, Trucks, Trailers, FlatBed Truck w/lift gate, Welders, Pipe Threading Machines, HVAC Duct Equipment, Pipe Freezing Equipment, Core Drill, HVAC Refrigerant Vacuum and Recovery Machine, Air Lift System, 14K Drop Deck Trailer

5.19 Total Staff Size: 23 **Technicians:** 11 **Apprentices:** 5 **Helpers** 7

(Total staff size shall be limited to those employees having direct responsibilities for the Knox County account.)

5.20 Pricing:

	ITEM	UNIT OF MEASURE	REGULAR TIME	NON-REGULAR TIME
5.20.1	HVAC Supervisor	Hour	$95	$142.50
5.20.2	HVAC Technician	Hour	$90	$135
5.20.3	Electrician	Hour	$65	$97.50
5.20.4	Sheet Metal Worker	Hour	$65	$97.50
5.20.5	Pipe Fitter	Hour	$75	$112.50
5.20.6	Welder	Hour	$90	$135
5.20.7	Certified Welder	Hour	$95	$142.50
5.20.8	Mechanic	Hour	$80	$120
5.20.9	Laborer	Hour	$50	$75
5.20.10	Helper	Hour	$50	$75

5.21 Parts and Materials Discount in addition to 20% listed in Section 4.3.1 N/A %

ATTACHMENT A
INSURANCE CHECKLIST
BID NUMBER 3751

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 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	
YES	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: Federated Ins AUTHORIZING SIGNATURE: Clay Simon

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

BIDDER NAME: McMahan Mechanical AUTHORIZING SIGNATURE: Joan McMahan

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

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

I, Jason McMahan, President or other Principal Officer of McMahan Mechanical, 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.

Jason McMahan
President or Principal Officer

For: McMahan Mechanical, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF Knox }

Subscribed and sworn before me by Jason McMahan,

President or Principal Officer of McMahan Mechanical, Inc.,

On this 27th day of July 2026.

Jessica Carmichael
Notary Public

JESSICA CARMICHAEL STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY MY COMMISSION EXPIRES FEBRUARY 25, 2030

My Commission expires: 2/25/30

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Jason McMahan, President or other Principal

Officer of McMahan Mechanical, 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.

Jason McMahan
President or Principal Officer

For: McMahan Mechanical, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Jason McMahan,

President or Principal Officer of McMahan Mechanical, Inc,

On this 27th day of July 2026.

Jessica Anne Auster
Notary Public

JESSICA ANNE AUSTER
STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY
MY COMMISSION EXPIRES FEBRUARY 25, 2030

My Commission expires: 2/25/30

ATTACHMENT D
INVITATION FOR BID 3751

TRAINING INFORMATION

Use this sheet to detail your training program and training to be provided to KCSMO

Vendor: McMahan Mechanical, Inc

A. Detail the training program for your employees.

Please see attached.

B. Detail the training program that will be provided to KCSMO.

Please see attached.

McMahan Mechanical, Inc.

Employee Training and Development Program

McMahan Mechanical is committed to maintaining a highly trained workforce through a combination of manufacturer training, industry certifications, safety education, and continuing professional development. Employees receive training based on their job responsibilities, equipment serviced, and customer requirements. Training includes, but is not limited to, the following:

Safety Training

- OSHA 30-Hour Construction Safety and Health
- CPR, AED, and First Aid for Adults
- Fall Protection Safety
- Construction Fall Protection Safety
- Lockout/Tagout (Control of Hazardous Energy)
- Personal Protective Equipment (PPE)
- Welding Safety
- Forklift Safety Training
- Aerial & Scissor Lift Operator Certification
- Aerial Lift Devices Training
- OSHA 10
- Weekly Safety & Performance Meetings
- New Employee Orientation & Safety

Technical and Trade Certifications

- EPA Clean Air Act Section 608 HVAC Technician Certification
- Universal Refrigerant Technician Certification
- Department of Environment and Conservation – Cross Connection Control Certification
- NATE – Gas Furnace Service & Installation, Heat Pump – Service & Certification
- Testing and Evaluation of Backflow Prevention
- Tennessee Licensed Mechanical Contractor – CMC-A
- Tennessee Licensed Plumbing Contractor – CMC-C

Manufacturer Equipment Training

- Crest Boiler School
- Lochinvar Copper-Fin II Products Training
- Lochinvar Service Training
- Trane Air Conditioning Clinic
- Trane Heat Pump & Gas Furnace Service
- Carrier Heat Pump & Gas Furnace Service
- Mitsubishi Mini Split Service & Install
- Daikin – Mini Split Service & Install
- Manufacturer Sponsored Training – Trane, Carrer, York, Daikin, Mitsubishi & Sanyo

Continuing Education

Employees regularly participate in manufacturer-sponsored training, safety meetings, equipment-specific instruction, and continuing education to remain current with evolving technologies, code requirements, and industry best practices. Training is provided throughout the year as new equipment, procedures, and safety requirements are introduced.

McMahan Mechanical maintains training records for employees and ensures technicians possess the certifications and qualifications necessary to safely perform maintenance, repair, and installation services. Additional training is provided as required by OSHA regulations, equipment manufacturers, customer specifications, and applicable state and local requirements.

McMahan Mechanical, Inc.

Training Program

McMahan Mechanical will provide comprehensive on-site training for Knox County personnel following the installation of equipment furnished under this contract. Training will be conducted by qualified technicians, project supervisors, manufacturer representatives (when applicable), or factory-trained personnel.

Training will be provided at the installation site or another Knox County location designated by the County and will be scheduled at a mutually convenient time.

Training topics may include, but are not limited to:

- Equipment overview and system components
- Proper operation of installed equipment
- Start-up and shutdown procedures
- Preventive maintenance requirements
- Troubleshooting common operational issues
- Safety procedures and operational precautions
- Control system operation and programming (when applicable)
- Recommended maintenance schedules
- Warranty information and service procedures
- Review of operation and maintenance (O&M) manuals
- Question-and-answer session with County maintenance personnel

Training Materials

McMahan Mechanical will provide applicable documentation including:

- Manufacturer Operation & Maintenance (O&M) manuals
- Warranty information
- Recommended preventive maintenance schedules
- Equipment specifications
- Parts lists (when available)
- Manufacturer service bulletins (if applicable)

Additional Training

When specialized equipment is installed, McMahan Mechanical will coordinate additional training with the equipment manufacturer or manufacturer's representative to ensure County personnel receive equipment-specific instruction and the most current operational guidance.

Commitment

McMahan Mechanical is committed to ensuring Knox County maintenance personnel are fully trained to safely operate, maintain, and troubleshoot equipment installed under this contract. Training will be customized to the equipment provided and the operational needs of the County.

McMahan Mechanical will provide refresher training upon request throughout the contract term for newly installed equipment or when significant repairs or system modifications are completed.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

MCMAHAN MECHANICAL, INC

41123

ID NUMBER: 24098
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2028

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET.

ATTN:JASON T. MCMAHAN
MCMAHAN MECHANICAL, INC.
6549 CREEKHEAD DRIVE
KNOXVILLE, TN 37909-1018

State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
MCMAHAN MECHANICAL, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 24098
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2028
SUNLIMITED; CMC-A; CMC-C

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

City of Knoxville
Business Tax Standard License

This certificate must be publicly displayed.

MCMAHAN MECHANICAL INC
6549 CREEKHEAD DR
KNOXVILLE TN 37909-1018

Date Issued:	24-Jun-2025
Classification:	4
Letter ID:	L0426231488
License Number:	1000393307
Expiration Date:	15-Aug-2026

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

MCMAHAN MECHANICAL INC
6549 CREEKHEAD DR
KNOXVILLE TN 37909-1018

Date Issued:	24-Jun-2025
Classification:	4
Letter ID:	L0788047552
License Number:	1001136702
Expiration Date:	15-Aug-2026

Tennessee Department of Environment and Conservation

Julian R. Fleming Environmental Training Center

Awards This Certificate To

Johnathan Sise

For Completion of the Course in

Testing and Evaluation of Backflow Prevention Assemblies on

February 28, 2025

Certificate No.

13788

Expiration Date

February 28, 2028

April Phipps

Director, Division of Water Resources

Tennessee Department of Environment and Conservation

Julian R. Fleming Environmental Training Center

Awards This Certificate To

Steve Scott

For Completion of the Course in

Testing and Evaluation of Backflow Prevention Assemblies on

February 28, 2025

Certificate No.

13787

Expiration Date

February 28, 2028

April Phipps

Director, Division of Water Resources

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Commercial Grade HVAC Installation and Repair Services

Alpha Mechanical
Archer Air
J&F Mechanical
Lee Company
McMahan Mechanical

Cost to Knox County Schools

$1,000,000

Description and Type of Funding Source

146 172620 00 541600

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

Contracts 9. B.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Anixter Inc. Contract Amendment

Submitted By: Terri Coatney

Department: Board of Education/Superintendent

Explanation

Approve Amendment to Contract No. 26-267 with Anixter Inc. for provision of Networking Materials to incorporate an updated pricing schedule (RFP 3715) - *Recommended by Superintendent*

Fiscal Impact

Attachments

Amendment to Contract

Fiscal Note

Amendment to Contract No. 26-267

Knox County Government
and
Anixter Inc.

This Amendment to Agreement is made and entered into by and between Knox County Government ("Knox County"), and Anixter Inc. ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement designated Contract No. 26-267, dated May 12, 2026, for Networking Materials (hereinafter referred to as the "Agreement"): and

WHEREAS, Knox County and Contractor desire to amend their original Agreement as hereinafter provided to update pricing to the Contract:

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. **Incorporate the updated pricing (Exhibit A) into Contract No. 26-267.**

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 26-267 to be executed on the day and year indicated below.

KNOX COUNTY GOVERNMENT

GLENN JACOBS
KNOX COUNTY MAYOR-Signature

DATE

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 26-615
KNOX COUNTY, TENNESSEE APPROVED TO LEGAL FORM

LAW DIRECTOR-Signature

Gary Dupler
LAW DIRECTOR-Printed

8/31/2026
DATE

KNOX COUTNY BOARD OF EDUCATION

BOARD CHAIR-Signature

BOARD CHAIR- Printed

DATE

ANIXTER INC.

VENDOR-Signature

Dalton Brazeal
VENDOR-Printed

8-19-26
DATE

EXHIBIT A

QUOTATION

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

Date: 03/26/2026
Quote #: Q00G9S6C
Customer: 745840

Customer
KNOX COUNTY SCHOOLS NON ERATE
P.O. BOX 2188
KNOXVILLE, TN 37901
Art O'Brien
Phone: 888.888.8888
Fax: --
Email: art.obrien@knoxschools.org

Knox County Price Increase

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	1	MM01-SMXC6ANP-06L CS-SYSTIMX KPCSSX2-02F001 GIGASPEED X10D MOD PATCH CORD 100 CABLES, IN BUNDLES OF 10 LIGHT BLUE 1FT List Price: 2070.29 Shipping Location: ATLANTA,GA (32L)	PK	986.33	986.33
2	1	MM01-SMXC6ANP-08 CS-SYSTIMX KPCSSX2-06F001 GIGASPEED X10D MOD PATCH CORD 100 CABLES, IN BUNDLES OF 10 ORANGE 1FT List Price: 2070.29 Shipping Location: ATLANTA,GA (32L)	PK	969.45	969.45
3	1	MM03-SMXC6MPK-09 CS-SYSTIMX KPC3312-03F003 3 FT CAT 6 PATCH CABLES DARK GRAY MEGA PACK 100 GS8E-DG-MEGAPACK List Price: 1721.71 Shipping Location: ATLANTA,GA (32L)	PK	798.70	798.70
4	1	MM05-SMXC6MPK-09 CS-SYSTIMX KPC3312-03F005 5 FT CAT 6 PATCH CABLES DARK GRAY MEGA PACK 100 GS8E-DG-MEGAPACK List Price: 1894.29 Shipping Location: ATLANTA,GA (32L)	PK	877.65	877.65
5	1	MM07-SMXC6MPK-09 CS-SYSTIMX KPC3312-03F007 7 FT CAT 6 PATCH CABLES DARK GRAY MEGA PACK 100 GS8E-DG-MEGAPACK List Price: 2066.87 Shipping Location: ATLANTA,GA (32L)	PK	956.62	956.62

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WESCO | ANIXTER
CSC

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Knox County Price Increase

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
6	1	MM10-AV7E-09-10PK CS-SYSTIMX BPC3312-03F010 10 FT CAT 6 PATCH CABLES DARK GRAY BULK PACK 10 GS8E-DG-10PK List Price: 236.73 Shipping Location: ATLANTA,GA (32L)	PK	109.44	109.44
7	1	MM15-AV7E-09-10PK CS-SYSTIMX BPC3312-03F015 15 FT CAT 6 PATCH CABLES DARK GRAY BULK PACK 10 GS8E-DG-10PK List Price: 279.88 Shipping Location: ATLANTA,GA (32L)	PK	129.21	129.21
8	1	MM25-AV7E-09-10PK CS-SYSTIMX BPC3312-03F025 25 FT CAT6 PATCH CABLES DARK GRAY BULK PACK 10 GS8E-DG-10PK List Price: 366.18 Shipping Location: ATLANTA,GA (32L)	PK	168.72	168.72
9	1	MM01-SMXC6ANP-06L CS-SYSTIMX KPCSSX2-02F001 GIGASPEED X10D MOD PATCH CORD 100 CABLES, IN BUNDLES OF 10 LIGHT BLUE 1FT List Price: 2070.29 Shipping Location: ATLANTA,GA (32L)	PK	986.33	986.33
10	1	MM01-SMXC6ANP-08 CS-SYSTIMX KPCSSX2-06F001 GIGASPEED X10D MOD PATCH CORD 100 CABLES, IN BUNDLES OF 10 ORANGE 1FT List Price: 2070.29 Shipping Location: ATLANTA,GA (32L)	PK	969.45	969.45
11	1	Non-Stock CS-SYSTIMX KPCSSX2-02F003 3 FOOT PATCH CORD, MEGA PACK OF 100 -- List Price: 2303.71	PK	1076.68	1,076.68
12	1	Non-Stock CS-SYSTIMX KPCSSX2-02FOO4 4 FOOT PATCH CORD, MEGA PACK OF 100 --	PK	1130.74	1,130.74

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Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
13	1	Non-Stock CS-SYSTIMX KPCSSX2-02F005 5 FOOT PATCH CORD, MEGA PACK OF 100 --	PK	1184.79	1,184.79
14	1	Non-Stock CS-SYSTIMX KPCSSX2-02F006 6 FOOT PATCH CORD, MEGA PACK OF 100 –	PK	1238.86	1,238.86
15	1	Non-Stock CS-SYSTIMX KPCSSX2-02F007 360GS10E-MEGAPACK-LB-7FT (PACKOF 100) -- List Price: 2770.55	PK	1292.91	1,292.91
16	1	Non-Stock CS-SYSTIMX KPCSSX2-06F007 7 FOOT PATCH CORD, MEGA PACK OF 100 –	PK	1292.91	1,292.91
17	1	MM10-SMXC6AN-06L CS-SYSTIMX BPCSSX2-02F010 GSX10D 360GS10E SOLID P/CORD RJ45 UTP 24AWG LB, 10FT - 10PK360GS10E-10PK-LB-10F List Price: 318.21 Shipping Location: ATLANTA,GA (32L)	PK	150.33	150.33
18	1	Non-Stock CS-SYSTIMX BPCSSX2-02F015 15 FOOT PATCH CORD, PACK OF 10-- -- List Price: 376.61	PK	175.39	175.39
19	1	Non-Stock CS-SYSTIMX BPCSSX2-02F025 25 FOOT PATCH CORD, PACK OF 10-- -- List Price: 493.41	PK	229.46	229.46
20	500	373COMOM4TBDLSZH12 CS-COMMSCO 760164046 RISER DISTRIBUTION CABLE LSZH Z-012-DZ-5K-FSUBK/B2 760164046 Shipping Location: ATLANTA,GA (32L)	FT	3.37	1,685.00

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Knox County Price Increase

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
21	500	373-COMOM4-TBD-12 CS-COMMSCO 760037432 12-F OM4 TB INDOOR/OUTDOOR DIELECTRIC PLENUM BLK JKT P-012-OD-5K-FSUBK Shipping Location: ATLANTA,GA (32L)	FT	2.79	1,395.00
22	1	504836 CS-SYSTIMX FAXLCUC0C-XXM001 12-F PIGTAIL KIT LC OM4 0.9 MM TB LAZRSPEED 550 1MT FAXLCUC0C-XXM001 List Price: 160.89 Shipping Location: ATLANTA,GA (32L)	EA	94.90	94.90
23	1	10112041 CS-COMMSCO 760248905 FIBER WALL ENCL CONFIGURD FOR 2 LGX/1000 MOD CASSETTE ADPTR WB2-EMT-BK-2P-PNL Shipping Location: ATLANTA,GA (32L)	EA	113.37	113.37
24	1	305483 CS-COMMSCO 760028209 24-PORT FIBER PANEL E/W PNL-BK-024-MFA-LC02-AQ-SHUTTERED Shipping Location: ATLANTA,GA (32L)	EA	156.86	156.86
25	1	562627 CS-SYSTIMX 760169185 360G2 IPATCH 2U 64-MPO 360G2-IP-2U-64-MPO-DP-SD SLIDING SHELF List Price: 2602.37 Shipping Location: ATLANTA,GA (32L)	EA	1679.59	1,679.59
26	1	553109 CS-SYSTIMX 760168419 1U 96-F LC DISTRIBUITION PANEL360G2-IP-1U-96F-LC-DP-SD 760168419 List Price: 1397.09 Shipping Location: ATLANTA,GA (32L)	EA	928.66	928.66
27	1	305483 CS-COMMSCO 760028209 24-PORT FIBER PANEL E/W PNL-BK-024-MFA-LC02-AQ-SHUTTERED Shipping Location: ATLANTA,GA (32L)	EA	156.86	156.86

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28	1	358803 CS-SYSTIMX FDXLCLC42-MXF006 6' DPLX FBR JMPR MM 50UM LC-LC ZIPCORD OFNP LS 550 AQUAFDXLCLC42-MXF006 List Price: 53.52 Shipping Location: ATLANTA,GA (32L)	EA	29.88	29.88
29	1	516488 CS-SYSTIMX FDXLCLC42-MXF016 16' DPLX FBR JMPR MM 50UM LC-LC ZIPCORD OFNP LS 550 AQUAFDXLCLC42-MXF016 List Price: 59.92 Shipping Location: ATLANTA,GA (32L)	EA	33.58	33.58
30	1	436189 CS-SYSTIMX 760102251 24-PORT PANEL UTP MOD CAT6A 10G PATCHMAX 360-PM-GS6-2U-24 List Price: 804.53 Shipping Location: ATLANTA,GA (32L)	EA	408.57	408.57
31	1000	CM-00424X10D-10BU-09 CS-SYSTIMX 760107078 23-4P UTP-CMR SOL BC CAT 6A 1091B SLT C6A 4/23 U/UTP W1000760107078 Shipping Location: ATLANTA,GA (32L)	MF	405.88	405.88
32	1000	CM-00424X10D-10BU-08 CS-SYSTIMX 760107128 23-4P UTP-CMR SOL BC CAT 6A 1091B ORG C6A 4/23 U/UTP W1000760107128 List Price: 908.87 Shipping Location: ATLANTA,GA (32L)	MF	405.88	405.88
33	1	429672 CS-SYSTIMX 760150938 1-PORT MOD JACK 110 8W8P UTP MGS600-BULK-226 100/PK List Price: 2360.63 Shipping Location: ATLANTA,GA (32L)	PK	1219.70	1,219.70

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Knox County Price Increase

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
34	1	393217 CS-SYSTIMX 760092403 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT6A GREEN X10D 360 MGS600-GN List Price: 23.61 Shipping Location: ATLANTA,GA (32L)	EA	12.20	12.20
35	1	393215 CS-SYSTIMX 760092379 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT6A ORANGE X10D 360 MGS600-OR List Price: 23.61 Shipping Location: ATLANTA,GA (32L)	EA	12.20	12.20
36	1	152557 CS-SYSTIMX 107067951 MODULAR DUST COVER M-SERIES 100/PK M20AP-270 GRAY List Price: 29.69 Shipping Location: ATLANTA,GA (32L)	PK	19.36	19.36
37	1	189969 CS-COMMSCO M102SMB-B-246 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES 107984049 IVORY Shipping Location: ATLANTA,GA (32L)	EA	2.76	2.76
38	1	10411201 CS-COMMSCO 760249138 4 PORT FACEPLATE KIT LABEL, GRAY 270 760249138 Shipping Location: ATLANTA,GA (32L)	EA	2.07	2.07
39	1	10411200 CS-COMMSCO 760249137 2 PORT FACEPLATE KIT LABEL, GRAY 270 760249137 Shipping Location: ATLANTA,GA (32L)	EA	2.07	2.07
40	1	370138-EA NVENT CADD CAT32HP CADDY CAT HP J-HOOK,PG, 2" DIA List Price: 622.17 Shipping Location: ATLANTA,GA (32L)	EA	3.03	3.03

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41	1	643818 CS-COMMSCO 760207274 24-PORT 1U M-SERIES UTP BLACK DISCRETE DISTRIBUTION MOD PNL CPP-UDDM-M-1U24 Shipping Location: ATLANTA,GA (32L)	EA	63.59	63.59
42	1	214162 GRT LKS CA 7206-FR-AHD 17.5"W X 22.25W VENTED SHELF FOR 19" RACK, BLACK, 200 LBS WEIGHT CAPACITY List Price: 131.00 Shipping Location: ATLANTA,GA (32L)	EA	118.57	118.57
43	1	812927 CPI 76543-003 CLIK-NUT HARDWARE KIT, 1000 PCM6 X 1.0 THREADS, ZINC FINISH List Price: 1515.69 Shipping Location: ATLANTA,GA (32L)	EA	1267.54	1,267.54
44	1	251149 CPI 15053-703 QUADRARACK SERVER FRAME 4-POST, 7"HX19"WX29"D, STEEL SQ MTNG HOLES, BLK List Price: 1427.56 Shipping Location: ATLANTA,GA (32L)	EA	1100.29	1,100.29
45	1	231135 MIDDLE ATL HPM-4 HINGED PANEL MOUNT 7"H 6"D 4RMU BLACK FINISH Shipping Location: ATLANTA,GA (32L)	EA	71.93	71.93
46	1	214214 GRT LKS CA 7206-FRSL-ADHD 17.5"W X 26"D SLIDING SHELF FOR 19" RACK, BLACK, 110 LBS WEIGHT CAPACITY List Price: 336.00 Shipping Location: ATLANTA,GA (32L)	EA	304.09	304.09
47	1	246717 TRIPP LITE DRS-1215 14-OUTLET POWER STRIP 15AMP 19" RACKMOUNT ON/OFF SWITCH 15'CRD Shipping Location: ATLANTA,GA (32L)	EA	127.28	127.28

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48	1	Non-Stock 4P-45U32-M6 4P-45U32-M6 -- -- List Price: 704.00	EA	662.00	662.00
49	1	532226 GRT LKS CA GL720E-2932F10 E SERVER ENCLOSURE 72"H X 29"W X 32", 37 RMU, TPETPE-29F10 TOP PANEL List Price: 3507.00 Shipping Location: ATLANTA,GA (32L)	EA	3173.21	3,173.21
50	1	532238 GRT LKS CA GL480E-2432F10 E SERVER ENCLOSURE 48"H X 24"W X 32", 24 RMU, TPETPE-24F10 TOP PANEL List Price: 2517.00 Shipping Location: ATLANTA,GA (32L)	EA	2277.92	2,277.92

Quote Total: **32,657.81**

TERMS NET30
Freight Terms: PREPAID
Shipment:
Notes:
Currency: USD

Please refer all inquiries to:

Richard Rossman
Phone: 615-493-5127
Mobile: --
Fax: --
rich.rossman@anixter.com

2525 Perimeter Place Drive
NASHVILLE, TN 37214
US

Comments:

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Knox County Government

And

Anixter Inc.

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and Anixter Inc. hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Networking Materials for Knox County Government and Knox County Schools (Request for Proposals #3715) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals' specifications and the Contractor's proposal and 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; Arises

Witnesseth:

1. **Terms of this Contract.** This Contract commences on the 1st day of October 2026 and ends upon the 30th day of September 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the vendor and the 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. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. **Payment.** Contractor warrants that the pricing shall remain firm for the initial twelve (12) months period. At the end of the first twelve (12) months period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request a price increases. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Networking Materials per the Contractor's response to Request for Proposals **#3715** and negotiations; 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. The Contractor shall pursue all work diligently until completion as directed by the County.

3. **Invoicing and reporting requirements.** Contractor shall invoice the County for Networking Materials pursuant to Request for Proposals **#3715**.

4. **Termination.** The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Networking Materials detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same.

Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. **Appropriations.** In the event no funds are appropriated by the County for the Networking Materials 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 further obligations owed to or by either party.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. **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 the Networking Materials, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. **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.

9. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. **This Contract** 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 form.

11. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. **Nondiscrimination and non-conflict statements.** 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 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.

13. **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 the 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.

14. **Contractor** shall indemnify, defend, save and hold harmless, 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, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. **Delivery.** Contractor shall render the Networking Materials for the County in accordance with Request for Proposals #3715.

16. **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.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

18. 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. Request for Proposals No. 3715
B. Contractor's Response to Request for Proposals No. 3715

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 in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

BOARD CHAIR – Signature | **BOARD CHAIR- Printed Name**

Kristi Kristy

Date: 5/1/2026

KNOX COUNTY GOVERNMENT

GLENN JACOBS
KNOX COUNTY MAYOR – Signature

Date: 5/12/26

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 26-267
KNOX COUNTY, TENNESSEE APPROVED AS TO LEGAL FORM

LAW DIRECTOR – Signature | **LAW DIRECTOR- Printed Name**

Gary Dupler

Date: 4/23/2026

ANIXTER INC.

VENDOR – Signature | **VENDOR- Printed Name**

Dalton Boggs

Date: 8/18/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve contract amendment with Anixter, Inc. for provision of Networking Materials at an estimated annual cost of $1,000,000.00 for the term of October 1, 2026 through September 30, 2027, which may be extended for four (4) additional years (RFP #3715)

Cost to Knox County Schools

Description and Type of Funding Source

Technology GP, Capital Improvement

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

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Fiscal Year 2026 School Nutrition Year-end Budget Adjustment

Submitted By: Terri Coatney

Department: Business & Talent **Division:** Finance

Explanation

Approve Fiscal Year 2026 School Nutrition Fund Year-End Budget Adjustment in the amount of $800,500.00 - *Recommended by Superintendent*

Fiscal Impact

Attachments

Detail

Fiscal Note

Central Cafeteria Fund 143
Budget Amendment / Line-Item Transfers
FY 2026

Annual year-end budget adjustment for audit compliance.

TRANSFER BUDGET FROM	
Amount	Major Category
	REVENUE:
	Charges for Current Services
	Other Local Revenue
	State of TN
	Federal Government
	EXPENDITURES:
$ 800,500	Personnel Services
	Employee Benefits
	Contracted Services
	Supplies & Materials
	Other Charges
	Capital Outlay
$ 800,500	Total Transfers From

TRANSFER BUDGET TO	
Amount	Major Category
	REVENUE:
	Charges for Current Services
	Other Local Revenue
	State of TN
	Federal Government
	EXPENDITURES:
	Personnel Services
	Employee Benefits
	Contracted Services
$ 800,500	Supplies & Materials
	Other Charges
	Capital Outlay
$ 800,500	Total Transfers To

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____, **Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-1617

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

FY2026 Central Cafe Fund Year-End Budget Adjustment for Audit Compliance in the amount of $800,500

Cost to Knox County Schools

Budget Neutral

Description and Type of Funding Source

Central Cafe Fund

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

Regular Agenda Items 10. B.

Board of Education Regular Session-5:00 PM

Meeting Date: 09/10/2026

Use of Remaining Funds in Previously Approved Fund Balance Designation for Instructional Materials

Submitted By: Terri Coatney

Department: Academics **Division:** Academic Supports

Explanation

Approve use of $575,059.12 in remaining funds in previously approved Fund Balance Designation to the Textbook Project Account for the purchase of instructional materials - *Recommended by Superintendent*

Fiscal Impact

Attachments

Memorandum

Fiscal Note

KNOX COUNTY SCHOOLS
ACADEMIC SUPPORTS

Sarah Searles
Supervisor of Academic Resources

[865] 594-2975

MEMORANDUM

TO: Dr. Keith Wilson, Assistant Superintendent of Academics

FROM: Sarah Searles, Supervisor of Academic Resources

DATE: August 27, 2026

RE: Agenda Item for September 2026 Board of Education Meeting

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Dear Dr. Wilson et al,

I am writing to request that an item be added to the September 10, 2026 Board of Education meeting agenda to approve a revised spending plan for the remainder of the fund balance designation approved by the Board on March 5, 2026.

All anticipated purchases outlined in the March agenda item have now been made. In the five months since that vote, as we executed those purchases, we were able to work with our vendors to realize significant unexpected cost savings on two of the ELA adoption gap purchases, Benchmark Advance (grades K-5) and Amplify (grades 6-8). As a result, there is now $687,937.06 unspent from that fund balance designation.

Two constraints on the district in the past year have resulted in emerging needs related to instructional materials:

A. As noted in March, we temporarily paused Board-approved Science adoption spending in order to meet urgent adoption gap needs. The remaining Science purchases will still need to be made to complete their eight-year adoption cycle, whenever funding is available.
B. Changes in schools' master schedules, including some made as a result of staffing reductions, have increased the number of teacher materials needed, even where student numbers have been relatively steady.

In order to meet these emerging needs, the Academic Resources team proposes the following expenditures to close out the remaining balance:

Vendor	Purpose	Estimated Amount
Benchmark	Elementary classrooms switching from departmentalized ELA to self-contained	$75,131.40
Carolina Biological	Elementary classrooms switching from departmentalized Science to self-contained	$215,722.92

Kiddom	Middle school Science refurbishments and curriculum unit update	$284,204.80

All funds remaining in the designation after the above purchases, currently estimated at $112,877.94, would be returned to the Fund Balance. In the event that any additional unanticipated cost savings are realized on these three planned purchases, any remaining amount would be combined with the balance to return to the district's Fund Balance.

Respectfully submitted,

Sarah Culp Searles

Sarah Culp Searles

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 10th day of September, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

_____**, Chair**

Date: _____

KNOX COUNTY GOVERNMENT

_____

Betsy Henderson, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 26-615

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 8/31/2026

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Request to utilize unspent Fund Balance Designated funds for instructional materials

Cost to Knox County Schools

$575,059.12

Description and Type of Funding Source

Fund balance designation--approved in March 2026

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